



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, June 26, 2018 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Mel Carruth, Mayor

Dore J. Gilbert, M.D., Mayor Pro Tempore

Barbara D. Kogerman, Council Member

Janine Heft, Council Member

Don Sedgwick, Council Member

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, CA 92653

Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council/Planning Agency. Completion of the form is voluntary. All persons may attend the meeting regardless of whether this form is completed.

Members of the public wishing to address the City Council can do so during the Public Comments portion of the Agenda with a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

General Business- Convening at 7:00 P.M.

CALL TO ORDER

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE GILBERT

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Recognition of Lt. Colonel Bill Kogerman, USMC (Ret.) for His Efforts**

Recommendation: That Mayor Carruth present a Certificate of Recognition to Lt. Colonel Bill Kogerman, USMC, (Ret.), for his efforts in preventing the development of a commercial airport at the former El Toro Marine Corps Air Station.

2. PUBLIC COMMENTS

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

3. CONSENT CALENDAR

All matters listed under "CONSENT CALENDAR" are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or Staff request specific items be removed from the Consent Calendar.

3.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

3.2 Approval of Minutes for June 12, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the June 12, 2018, Regular Meeting.

3.3 Approval of Warrant Register for the June 26, 2018, Regular Meeting

Recommendation: That the City Council approve the Warrant Register in the amount of \$320,489.76.

3.4 A Proposed Resolution Amending Fiscal Year 2018/2019 Budget and Capital Improvement Program

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna Hills for Fiscal Year 2018/2019."

3.5 Employment Classifications, Salary Ranges, and Benefits for Management, Confidential, and Part-Time Classes of Employment with the City

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, regarding employment and establishing salary ranges and benefits for Management, Confidential, and Part-time classes of employment with the City and rescinding Resolution No. 2016-11-22-3."

3.6 Adoption of the Annual Appropriations Limit for Fiscal Year 2018/2019

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, determining and adopting an Appropriations Limit for Fiscal Year 2018/2019 in accordance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code."

3.7 Approval of Lease Assignment and Sublease Between Broadview Mortgage Corporation and Joel Harrison for 24031 El Toro Road, Suite 203, Laguna Hills, California

Recommendation: That the City Council approve the Lease Assignment and Sublease Agreement between Broadview Mortgage Corporation and Joel Harrison for 24031 El Toro Road, Suite 203, Laguna Hills, California, and authorize the City Manager to execute the Assignment and Agreement.

3.8 Approval of Proposed Fiscal Year 2018/2019 School Crossing Guard Services Agreement

Recommendation: That the City Council: 1) Waive competitive formal bidding requirements and procedures set forth in the Laguna Hills Municipal Code (LHMC) Section 3-08.090 with regard to approval of the proposed Fiscal Year

2018/2019 School Crossing Guard Services Agreement with All City Management, as it is hereby found and determined, pursuant to LHMC 3-08.110, that All City Management's experience, specialized qualifications, performance history, and reputation make it uniquely qualified for this particular task; and 2) Approve the proposed School Crossing Guard Services Agreement for Fiscal Year 2018/2019 with All City Management Services and authorize the Mayor to execute the proposed Agreement.

3.9 Proposed Amendment No. 2 to Contractor Services Agreement with G2 Construction, Inc., for Catch Basin Debris Gate Manufacturing and Installation Services, Extending the Contract Term and Adjusting Compensation

Recommendation: That the City Council: 1) Waive competitive formal bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3.08.090 with regard to approval of the proposed Amendment No. 2 to the Contractor Services Agreement for Catch Basin Debris Gate Manufacturing and Installation Services with G2 Construction, Inc., as it is hereby found and determined, pursuant to LHMC Section 3.08.110, that compliance is not in the City's best interest at this time based on the information presented herein by City staff; 2) Reaffirm the sole-source procurement of Catch Basin Debris Gates from G2 Construction, Inc., as determined based upon the facts herein pursuant to LHMC Section 3.08.110 (A); 3) Approve the proposed Amendment No. 2 to the Contractor Services Agreement for Catch Basin Debris Gate Manufacturing and Installation Services with G2 Construction, Inc., extending the term of the Agreement for an additional three years through June 30, 2021, and increasing the annual maximum contract amount to \$150,000; and 4) Authorize the City Manager to execute the attached Amendment No. 2 to the Contractor Services Agreement with G2 Construction, Inc.

3.10 Recognition of the City of Laguna Hills by the Arbor Day Foundation for Designation as a "Tree City USA"

Recommendation: That the City Council receive and file the report.

3.11 Proposed Resolution Reestablishing No Parking Anytime Zones on La Cadena Drive Between Verdugo Drive and Peralta Drive

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, reestablishing No Parking Anytime Zones to address sight distance visibility restrictions at various locations on La Cadena Drive between Verdugo Drive and Peralta Drive."

3.12 Amendment No. 1 to an Existing Professional Services Agreement with Moore Iacofono Goltzman, Inc (MIG) Authorizing a Two-Year Extension for On-Call Planning Services through September 2020.

Recommendation: That the City Council approve Amendment No. 1 for an extension of term and related provisions for a Professional Services Agreement for On-Call Planning Services with Moore Iacofono Goltzman, Inc., and authorize the Mayor to sign the Amendment.

3.13 Second Reading and Adoption of Proposed Ordinance Approving Zone Text Amendment No. 8-17-3966 Amending Title 9 of the Laguna Hills Municipal Code to Allow Apiaries as a Permitted Use in the Estate Residential District.

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zone Text Amendment No. 8-17-3966, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, modifying Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-12 (Estate Residential District), and 9-74 (Property Maintenance) to allow Apiaries as a permitted use in the Estate Residential District subject to certain provisions and to add property maintenance standards related to Apiaries."

ITEMS REMOVED FROM THE CONSENT CALENDAR**4. PLANNING AGENCY****4.1. ROLL CALL OF PLANNING AGENCY MEMBERS****4.2. PUBLIC COMMENTS**

This is the time to address the Planning Agency on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency.

Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

4.3. APPROVAL OF MINUTES FOR JUNE 12, 2018, REGULAR MEETING

4.3.1 Approval of Minutes for June 12, 2018, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the June 12, 2018, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS

4.4.1 Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed Fiscal Year 2018/2019 Capital Improvement Program

Recommendation: That the Planning Agency adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed Fiscal Year 2018/2019 Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401."

4.5. PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

5.1 A Proposed Resolution Amending the City's Comprehensive Fee Schedule by Adjusting Certain Development Processing Fees and Other City Rates, Charges, and User Fees for Various Government Services Based on the Increase in the Consumer Price Index (CPI).

Recommendation: That the City Council: 1) Conduct a Public Hearing; and 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Comprehensive Fee Schedule by adjusting certain development processing fees and other City rates, charges, and user fees for various government services based on the increase in the Consumer Price Index (CPI) and finding that the action is statutorily exempt from the California Environmental Quality Act (CEQA) per Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(B)(8)."

6. ADMINISTRATIVE REPORTS**6.1. City Manager****7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS****8. CITY COUNCIL MEMBER COMMENTS****ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be July 10, 2018, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by June 22, 2018, at 5:00 pm.



City Clerk

June 22, 2018

Date

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Recognition of Lt. Colonel Bill Kogerman, USMC (Ret.) for His Efforts

RECOMMENDATION: That Mayor Carruth present a Certificate of Recognition to Lt. Colonel Bill Kogerman, USMC, (Ret.), for his efforts in preventing the development of a commercial airport at the former El Toro Marine Corps Air Station.

SUMMARY:

At this meeting, Mayor Carruth will recognize Lt. Colonel Bill Kogerman, USMC, (Ret.), for his efforts in preventing the development of a commercial airport at the former El Toro Marine Corps Air Station.

ATTACHMENTS:

- Certificate of Recognition Lt. Colonel Bill Kogerman, USMC (Ret.)



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

LT. COLONEL BILL KOGERMAN, USMC (Ret.)

WHEREAS, the quality of life in the City of Laguna Hills and all of south Orange County was threatened in the early years of cityhood with the County of Orange's plan to convert the former El Toro Marine Corps Air Station (ETMCAS) into a commercial airport; and

WHEREAS, Lt. Colonel Bill Kogerman, USMC (ret.) was instrumental in the fight to stop a commercial airport at ETMCAS and protect the quality of life in Laguna Hills and all of south Orange County; a fight that lasted from 1993 to 2001; and

WHEREAS, in 1993, Lt. Colonel Kogerman founded and led the Taxpayers for Responsible Planning, Inc. a non-profit 501 C4, mutual benefit corporation to direct public actions to foster an environmentally friendly alternative to the County's airport plans; and

WHEREAS, following the passage of Measure A, Orange County's airport development initiative, Lt. Colonel Kogerman devoted his time, talents and treasure to ensure that the anti-airport opposition remained financially viable; and

WHEREAS, to better coordinate the efforts of south county cities against the County's airport plans, Lt. Colonel Kogerman encouraged the formation of the El Toro Reuse Planning Authority, a joint powers authority; and

WHEREAS, undaunted by the results of two past initiatives to overthrow Measure A, Lt. Colonel Kogerman was instrumental in drafting and qualifying Measure W for the ballot in 2001, where it was overwhelmingly passed by Orange County voters, forever removing the development of an airport as an option and instead permitted only the development of a "Great Park."

NOW, THEREFORE, I Mel Carruth, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize, honor and thank Lt. Colonel Bill Kogerman for his significant financial, personal and family sacrifices and urge all Laguna Hills citizens to join the City in this expression of our appreciation and commemorating his contributions to our community that prompted a notable pastor to observe, "Now only angels fly over our heads."

Dated this 26th day of June 2018

MELODY CARRUTH, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for June 12, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the June 12, 2018, Regular Meeting.

ATTACHMENTS:

- 180612 CC Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY**

**REGULAR MEETING
MINUTES
Tuesday, June 12, 2018**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Mel Carruth.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER HEFT

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Mayor	Present	
Dore J. Gilbert, M.D.	Mayor Pro Tempore	Absent	
Janine Heft	Council Member	Present	
Barbara D. Kogerman	Council Member	Present	
Don Sedgwick	Council Member	Present	

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison

Recommendation: The City Council received an oral report from Laguna Hills High School Student Liaison Kaylie Bair.

1.2 Certificate of Recognition, Kaylie Bair, Laguna Hills High School Student Liaison for Spring 2018

Recommendation: Mayor Carruth presented a Certificate of Recognition to Kaylie Bair recognizing her service as the Laguna Hills High School Student Liaison. Jefferson Cha, District Representative, Congresswoman Mimi Walters' Office, presented Ms. Bair with a Certificate of Congressional Recognition for her service to the community.

1.3 Laguna Hills 3/5 Marine Support Committee

Recommendation: The City Council received an update from Chair Karen Robbins on the 3/5 Dark Horse Committee.

2. PUBLIC COMMENTS**Laguna Hills Grad Night Community Preview Event**

Meg Gorham, a resident of Laguna Hills, invited the City Council and community residents to attend this year's Grad Night Community Preview Event on Wednesday, June 13, 2018, from 6:00 p.m. – 8:00 p.m., on the Laguna Hills High School campus.

Sanctuary City Concerns

David Jackson, a resident of Laguna Hills, voiced his concerns regarding the California "Sanctuary State" law.

Shenith Jackson, a resident of Laguna Hills, voiced her concerns regarding the California "Sanctuary State" law.

Electric Vehicles

Scott Geller, a resident of Aliso Viejo, voiced his concerns over a particular OC Sheriff Deputy regarding receiving tickets for his electric vehicle.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Mel Carruth, Mayor; Janine Heft, Council Member; Barbara D. Kogerman, Council Member; Don Sedgwick, Council Member
ABSENT:	Dore J. Gilbert, M.D., Mayor Pro Tempore

3.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all Ordinances and Resolutions on the Agenda and declare that said titles which appear on the Public Agenda shall be determined to have been read by title and further reading waived.

3.2 Approval of Minutes for May 8, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the May 8, 2018, Regular Meeting.

3.3 Approval of Warrant Register for the June 12, 2018, Regular Meeting

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,884,864.03.

3.4 Third Quarter Financial & Treasurer's Report for Fiscal Year 2017/2018

Recommendation: That the City Council receive and file the Third Quarter Financial and Treasurer's Report for Fiscal Year 2017/2018.

3.5 Approval of Fiscal Year 2018-19 Law Enforcement Services Agreement with the County of Orange

Recommendation: That the City Council approve the Fiscal Year 2018/19 Law Enforcement Services Agreement between the County of Orange and the City of Laguna Hills and authorize the Mayor to execute the Agreement.

3.6 Progress Payment No. 2, Final, for Citywide Pavement Rehabilitation Project, CIP No. 101-J

Recommendation: That the City Council Approve Contract Change Order No. 1 and Progress Payment No. 2, Final, in the Net Amount of \$582,309.77, to Hardy & Harper, Inc., for the Citywide Pavement Rehabilitation Project, CIP No. 101-J, and Authorize the Filing of the Notice of Completion and Subsequent Release of Retention in 35 Days if No Liens are Filed.

3.7 Renewed Measure M (M2) Compliance Reporting to the Orange County Transportation Authority (OCTA)

Recommendation: That the City Council approve the Measure M (M2) Compliance Submittal to OCTA including, but not limited to the Seven-Year Capital Improvement Program and adopt the Pavement Management Plan.

3.8 Grant of Permission to the Acorn Group and the City of Fullerton for Use of an Image from the "Discovering Orange County" Mural

Recommendation: That the City Council authorize the City Manager to grant permission to the Acorn Group and the City of Fullerton to use an image from the "Discovering Orange County" Mural.

3.9 Proposed Office Lease with Carno Law Group for 24031 El Toro Road, Suite 210, Laguna Hills, California

Recommendation: That the City Council approve the lease with Carno Law Group, a professional law corporation, for 24031 El Toro Road, Suite 210, Laguna Hills, California, and authorize the City Manager to execute the Lease.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.10 Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association

Mayor Carruth removed Item No. 3.10 from the Consent Calendar to acknowledge a change that was made to the Memorandum of Understanding.

Recommendation: That the City Council: (1) Adopt Resolution No. 2018-06-12-1: "A Resolution of the City Council of the City of Laguna Hills, California, adopting an amended and restated Memorandum of Understanding between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA), and superseding all previous LHCEA Memorandums of Understanding effective July 1, 2018"; and (2) Authorize the City Manager to execute the Memorandum of Understanding.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Mel Carruth, Mayor; Janine Heft, Council Member; Barbara D. Kogerman, Council Member; Don Sedgwick, Council Member
ABSENT:	Dore J. Gilbert, M.D., Mayor Pro Tempore

4. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and, acting in the capacity of Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:25 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Chair	Present	
Dore J. Gilbert, M.D.	Vice Chair	Absent	
Janine Heft	Agency Member	Present	
Barbara D. Kogerman	Agency Member	Present	
Don Sedgwick	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Public Comments.

4.3. APPROVAL OF MINUTES FOR MAY 8, 2018, REGULAR MEETING**4.3.1 Approval of Minutes for May 8, 2018, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the May 8, 2018, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Agency Member
SECONDER:	Janine Heft, Agency Member
AYES:	Mel Carruth, Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member
ABSENT:	Dore J. Gilbert, M.D., Vice Chair

4.4. ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS**4.5.1 Conditional Use Permit (CUP) No. 3-18-4143, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located on the West Side of Mill Creek Drive Approximately 640 Feet Southerly of Lake Forest Drive.**

Katie Crockett, Assistant Planner, reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Planning Agency requests for additional information.

Chair Carruth opened the Public Hearing.

Franklin Orozco, applicant, spoke in favor of the recommendation and responded to Planning Agency requests for additional information.

Chair Carruth closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4143; and (2) Adopt Resolution No. PA2018-06-12-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4143, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located on the west side of Mill Creek Drive approximately 640 feet southerly of Lake Forest Drive".

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Agency Member
SECONDER:	Don Sedgwick, Agency Member
AYES:	Mel Carruth, Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member
ABSENT:	Dore J. Gilbert, M.D., Vice Chair

4.5.2 Conditional Use Permit (CUP) No. 3-18-4144, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located in the Center Median of Paseo De Valencia Approximately 200 Feet Southerly of El Toro Road.

Katie Crockett, Assistant Planner, reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Planning Agency requests for additional information.

Chair Carruth opened the Public Hearing.

Franklin Orozco, applicant, made himself available for questions from the Planning Agency.

Chair Carruth closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4144; and (2) Adopt Resolution No. PA2018-06-12-2: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4144, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 200 feet southerly of El Toro Road."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Agency Member
SECONDER:	Don Sedgwick, Agency Member
AYES:	Mel Carruth, Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member
ABSENT:	Dore J. Gilbert, M.D., Vice Chair

4.5.3 Conditional Use Permit (CUP) No. 3-18-4145, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located in the Center Median of Paseo De Valencia Approximately 250 Feet Northerly of Calle De La Magdalena.

Katie Crockett, Assistant Planner, reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Planning Agency requests for additional information.

Chair Carruth opened the Public Hearing.

Scott Geller, a resident of Aliso Viejo, asked if there were any plans to recycle or reuse the existing streetlight standards that are being replaced.

Frank Orozco, applicant, responded to the question raised by Mr. Geller.

Chair Carruth closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4145; and (2) Adopt Resolution No. PA2018-06-12-3: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4145, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 250 feet northerly of Calle de la Magdalena."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Agency Member
SECONDER:	Don Sedgwick, Agency Member
AYES:	Mel Carruth, Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member
ABSENT:	Dore J. Gilbert, M.D., Vice Chair

4.5.4 Conditional Use Permit (CUP) No. 3-18-4146, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located in the Center Median of Paseo De Valencia Approximately 125 Feet Northerly of Calle De Los Caballeros.

Katie Crockett, Assistant Planner, reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Planning Agency requests for additional information.

Chair Carruth opened the Public Hearing.

Robin Jones, a resident of Laguna Beach, asked if the streetlight standards being installed are night sky compliant.

Chair Carruth closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4146; and (2) Adopt Resolution No. PA2018-06-12-4: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4146, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 125 feet northerly of Calle de los Caballeros."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Agency Member
SECONDER:	Don Sedgwick, Agency Member
AYES:	Mel Carruth, Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member
ABSENT:	Dore J. Gilbert, M.D., Vice Chair

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 7:53 p.m. All Council Members were present with the exception of Mayor Pro Tempore Gilbert.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Zone Text Amendment No. 8-17-3966, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Modifying Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-12 (Estate Residential District), and 9-74 (Property Maintenance) to Allow Apiaries as a Permitted Use in the Estate Residential District, Subject to Certain Provisions, and to Add Property Maintenance Standards Related to Apiaries.

Katie Crockett, Assistant Planner, reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council requests for additional information.

Mayor Carruth opened the Public Hearing.

Pamela Fraser, a resident of Laguna Hills, expressed her overall support for the item, with one requested modification pertaining to proof of severe bee allergies. Ms. Fraser responded to Council requests for additional information.

Mark Haag, a Bee Science/Bee Keeping Instructor at Cal Poly Pomona, spoke of his experiences with regulations in the City of Fullerton, provided further education on bees and bee behaviors and responded to Council requests for additional information.

Loree Blough, a resident of Laguna Hills and President of the Board of Directors for the Nellie Gail Owners Association, reported to the City Council that the Nellie Gail Ranch Owners Association has not received any opposition to the issue of residential beekeeping, encouraged the Council Members to be as “beekeeper friendly” as possible, and responded to Council requests for additional information.

Karine Pouliquen, Head Beekeeper and Master Gardener and Beekeeping Educator at South Coast Research and Extension Center, provided educational information regarding bees and beekeeping, and emphasized the importance of education in order to have the necessary knowledge to properly care for the bee colonies. Ms. Pouliquen requested a modification pertaining to proof of severe bee allergies.

Diane Bianchini, a beekeeper and resident of Dana Point, detailed her experience with beekeeping and expressed her desire to see beekeeping permitted throughout the City.

Robin Jones, a beekeeper and resident of Laguna Beach, communicated her hope to see an increase in the number of hives allowed, expressed concerns with the regulation regarding proof of severe bee allergies and provided information regarding bee behaviors.

Susan Caskey, a beekeeper and resident of Laguna Hills, spoke of her concerns with the regulation regarding proof of severe bee allergies, requested a modification pertaining to proof of severe bee allergies, and invited the Council to attend a Nellie Gail Garden Club event in October.

Robert Stone, owner/operator of Orange County Bee Keeping Supplies in Fullerton, shared his experiences with the regulations in Fullerton and responded to Council requests for additional information.

Mayor Carruth closed the Public Hearing.

Recommendation: That the City Council: (1) Conduct a Public Hearing; and, (2) Introduce for first reading, read by title only, and waive further reading of an Ordinance : “An Ordinance of the City of Laguna Hills, California, adopting Zone Text Amendment No. 8-17-3966, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Modifying Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-12 (Estate Residential District), and 9-74 (Property Maintenance) to allow apiaries as a permitted use in the Estate Residential District subject to certain provisions and to add property maintenance standards related to apiaries”.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Mel Carruth, Mayor
AYES:	Mel Carruth, Mayor; Janine Heft, Council Member; Barbara D. Kogerman, Council Member; Don Sedgwick, Council Member
ABSENT:	Dore J. Gilbert, Mayor Pro Tempore

6. ADMINISTRATIVE REPORTS

6.1. City Manager

The City Manager gave no Administrative Reports.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized and presented by City Council Members.

8. CITY COUNCIL MEMBER COMMENTS**Council Member Sedgwick**

Council Member Sedgwick stated that while he did not want to propose that the City Council enact a Resolution or Ordinance formally regarding the California “Sanctuary State” law, he did want to state his personal position publically. Council Member Sedgwick indicated that because the City does not have its own Police Department or jails, the City is limited in what it can do from a practical standpoint. Council Member Sedgwick stated that although the Council has not formally adopted a Resolution or Ordinance, it does not necessarily mean that the Council feels one way or another on the issue. Council Member Sedgwick indicated that he is troubled by the notion that cities and States in our nation would defy Federal law and oppose or disregard Federal law, and he supports an attitude towards supporting Federal law and enforcement of those laws. Council Member Sedgwick further detailed he believes that we have the responsibility as cities and as part of our nation to abide by the rule of law. Council Member Sedgwick concluded his statement by stating that discussions on choosing which laws to support or not to support is not something that he finds tasteful. Council Member Sedgwick indicated that while the City has not taken a formal position, he wanted to provide his thoughts on the issue.

Council Member Sedgwick indicated to Community Services staff his appreciation and enjoyment of the Memorial Day Race event. Council Member Sedgwick stated that he feels it is the jewel of our City and regionally it is the best Memorial Day event in Orange County. He indicated that he loves the statement that we are making involving the 3/5 Battalion and recognizing the gold star families. Council Member Sedgwick expressed his desire to dress up the City even more patriotically between the Memorial Day and 4th of July events.

Council Member Heft

Council Member Heft voiced her agreement of Council Member Sedgwick’s comments and that she believes that SB54 is not just about “Sanctuary State” policies, it puts into question if we still have the rule of law in our State and if the

Constitution still applies to the State of California. Council Member Heft stated that she believes that it is a very important fight that we cannot afford to lose.

Council Member Heft asked Lt. Stiverson for information regarding helicopters circling overhead within City limits and if that information can be incorporated into the Alert OC and Crime Mapping programs.

Lt. Stiverson responded by stating that the helicopters are used for a variety of operational needs. He indicated that often the helicopters are flying over our city just in passing from one location to the next. When helicopters are orbiting or circling, that usually indicates that they are communicating with ground units. Lt. Stiverson further detailed that helicopters do have a public address system in order to make public safety announcements to residents.

Council Member Heft asked if there is a blotter or some sort of system available that residents can access for live and interactive information.

Lt. Stiverson responded that we do not have a system like that at this stage. He indicated that the Crime Mapping application shows crime-specific data, including the locations on a pin map to indicate where incidents occurred over a specified time frame inputted by the user, but it is not in real time and does have some lag time for updates.

Mayor Carruth

Mayor Carruth asked Lt. Stiverson for information regarding tools for communication with residents regarding crimes in progress. Mayor Carruth indicated that the Council has received a number of inquiries from residents regarding an incident that recently occurred at a commercial center in our City.

Lt. Stiverson responding to Mayor Carruth that the Sheriff's Department is looking at their operational tactics and techniques to find ways to improve communication with the public regarding public safety information. Lt. Stiverson did indicate that the department recently went live with AlertOC, a mass notification program that was successfully used for notifications and evacuations in recent wildfire incidents in Aliso Viejo and Laguna Beach. Lt. Stiverson also highlighted a new application called Crime Mapping, which serves as an interactive crime mapping program that allows residents to receive customized alerts for their home, children's school, or place of business regarding crime data in their communities.

Council Member Kogerman

Council Member Kogerman stated that she had signed up for Alert OC, encouraged others to also sign up for the alerts and asked Lt. Stiverson for additional information regarding the Alert OC program.

Lt. Stiverson responded that both programs rely on individual users to sign up for alerts. Lt. Stiverson indicated that residents can indicate their desired method of communication, including text messages, voice mails, or emails. Lt. Stiverson reported that the system was used effectively in the recent Laguna Beach fires to inform residents of proper evacuations routes.

Council Member Kogerman stated that she appreciated the comments from both Council Members Sedgwick and Heft regarding the California "Sanctuary State" law and stated this is not a situation where silence indicates assent. Council Member Kogerman indicated that whether or not the Council takes a formal stance on SB54 is more a matter of strategy in her case, but would not want anyone to think that remaining silent would indicate that she or anyone on the Council would approve of that measure.

Council Member Kogerman reported that several of the Council Members attended a Circus Vargas performance at the Five Lagoon mall property and indicated her enjoyment of the performance, encouraging others to attend.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned at 9:27 p.m. The next regularly scheduled City Council Meeting will be held June 26, 2018.

Melissa Au-Yeung, City Clerk

ATTEST:

Melody Carruth, Mayor

Approved at meeting of June 26, 2018.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Approval of Warrant Register for the June 26, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Warrant Register in the amount of \$320,489.76.

SUMMARY:

The attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. In accordance with Government Code Section 37202, the Director of Finance certifies to the accuracy of the attached register of demands and to the availability of monies for payment thereof. These demands are hereby submitted to the City Council for approval of payment.

ATTACHMENTS:

- Warrant Register - June 26, 2018



City of Laguna Hills, CA

Warrant Register - June 26, 2018

By Check Number

Date Range: 06/07/2018 - 06/14/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814610	Z-CS-0115	BAWANI, ALMAS	06/07/2018	500.00
8814611	C-1184	CEP AMERICA AUC PC	06/07/2018	250.00
8814612	C-1198	CHICK-fil-A, REDSYS, INC.	06/07/2018	150.00
8814613	C-0023	COX COMMUNICATION	06/07/2018	382.40
8814614	C-1146	CYBERSOURCE CORPORATION	06/07/2018	29.00
8814615	E-0504	EL TORO WATER DISTRICT	06/07/2018	10,265.39
8814616	Z-CS-0111	FIDONE, DONNA	06/07/2018	775.00
8814617	L-1206	LAGUNA HILLS HIGH SCHOOL	06/07/2018	4,000.00
8814618	M-1513	MEEHAN, DANIEL	06/07/2018	1,000.00
8814619	M-1388	MOBILE MINI, INC.	06/07/2018	82.97
8814620	M-1302	MOULTON NIGUEL WATER DISTRICT	06/07/2018	1,781.70
8814621	P-1809	PACIFIC COAST RACE TIMING	06/07/2018	1,215.00
8814622	Z-CS-0116	PEREZ, KRYSTLE	06/07/2018	500.00
8814623	R-1963	RACE GRADER	06/07/2018	600.00
8814624	R-1969	REVIATION INDUSTRIES	06/07/2018	11,247.78
8814625	S-1902	SAN DIEGO GAS & ELECTRIC	06/07/2018	12,387.80
8814626	Z-CS-0114	SHAHRIYAPOUR, SAMIRA	06/07/2018	80.00
8814627	S-1949	SMART & FINAL	06/07/2018	201.12
8814628	S-1904	SOUTHERN CALIFORNIA EDISON	06/07/2018	2,309.96
8814629	S-2250	SPARKLETTS	06/07/2018	117.39
8814630	S-2016	SYSTEMS INTERNATIONAL	06/07/2018	2,980.00
8814631	T-2695	THE VIKING TRUCK LLC	06/07/2018	590.00
8814632	T-2698	TPX COMMUNICATIONS	06/07/2018	1,363.45
8814633	V-2249	US BANK VOYAGER FLEET SYSTEM	06/07/2018	1,134.38
8814634	Z-CS-0030	ADVOCATES FOR LANGUAGE LEARNING	06/14/2018	610.00
8814635	Z-CD-0105	ALAN SMITH POOL PLASTERING	06/14/2018	500.00
8814636	A-0138	ALL CITY MANAGEMENT, INC.	06/14/2018	3,885.84
8814637	A-0359	ANDERSON PENNA PARTNERS, INC.	06/14/2018	4,892.50
8814638	A-0365	AT&T - CALNET 3	06/14/2018	20.27
8814639	C-1144	CHARLES ABBOTT ASSOCIATES, INC	06/14/2018	58,628.39
8814640	Z-CD-0104	COBBLESTONE LANDSCAPING, INC.	06/14/2018	250.00
8814641	C-1096	CODE PUBLISHING COMPANY, INC.	06/14/2018	260.55
8814642	C-1139	COMPLETE OFFICE OF CALIFORNIA	06/14/2018	1,290.75
8814643	C-1176	COMPUTER SERVICE CO.	06/14/2018	4,745.65
8814644	C-1107	CORPORATE BUSINESS INTERIORS	06/14/2018	661.47
8814645	D-0561	DOCU-TRUST LAGUNA VAULT	06/14/2018	75.00
8814646	D-0552	DUNBAR ARMORED, INC.	06/14/2018	145.91
8814647	E-0554	ECONOMICS, INC.	06/14/2018	5,599.99
8814648	F-0604	FEDERAL EXPRESS CORPORATION	06/14/2018	24.40
8814649	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	06/14/2018	1,129.00
8814650	F-0714	FIREWORKS & STAGE FX AMERICA, INC.	06/14/2018	13,250.00
8814651	G-0844	GREEN MART, INC.	06/14/2018	926.65
8814652	H-0935	HORIZON DISTRIBUTORS, INC	06/14/2018	23,760.00
8814653	H-0960	HR GREEN PACIFIC, INC.	06/14/2018	1,160.00
8814654	H-0953	HRDIRECT	06/14/2018	94.81
8814655	I-0942	IRVINE RANCH WATER DISTRICT	06/14/2018	142.72
8814656	J-1057	JAMEY CLARK, INC.	06/14/2018	2,441.73
8814657	J-1071	JCTEES.COM CORPORATION	06/14/2018	628.66
8814658	K-1193	KOSMONT COMPANIES	06/14/2018	591.50
8814659	L-1381	LEE, JENNIFER	06/14/2018	706.88
8814660	M-1529	MERCURY DISPOSAL SYSTEM, INC.	06/14/2018	348.39
8814661	M-1302	MOULTON NIGUEL WATER DISTRICT	06/14/2018	14,892.26
8814662	N-1474	NIEVES LANDSCAPE, INC.	06/14/2018	79,503.84
8814663	O-1599	ORANGE COUNTY JUMPERS, LLC	06/14/2018	1,700.00

Attachment: Warrant Register - June 26, 2018 (1612 : Approval of Warrant Register for June 26, 2018)

Warrant Register - June 26, 2018

Date Range: 06/07/2018 - 06/14/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814664	Q-1707	QUEST DIAGNOSTICS	06/14/2018	56.61
8814665	R-1830	RALPHS GROCERY COMPANY	06/14/2018	68.03
8814666	R-1813	RPW SERVICES, INC.	06/14/2018	1,560.00
8814667	S-2194	SECURE LIVE SCAN	06/14/2018	100.00
8814668	S-1904	SOUTHERN CALIFORNIA EDISON	06/14/2018	12,125.20
8814669	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	06/14/2018	160.00
8814670	Z-CD-0106	STEELE POOLS	06/14/2018	250.00
8814671	S-2095	STONE IMAGERY	06/14/2018	479.49
8814672	S-2259	STRAIGHT 78	06/14/2018	1,950.00
8814673	S-2209	STUDIO TWO BLACK DIAMOND	06/14/2018	96.98
8814674	Z-CD-0107	SUN COUNTRY	06/14/2018	500.00
8814675	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	06/14/2018	10,380.71
8814676	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	06/14/2018	133.75
8814677	W-2337	WEST COAST ARBORISTS, INC.	06/14/2018	1,872.10
8814678	W-2302	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST	06/14/2018	232.84
8814679	X-2400	XEROX CORPORATION	06/14/2018	779.46
DFT0000283	B-0276	BANK OF AMERICA BANKCARD CENTER	06/12/2018	1,768.55
DFT0000284	B-0276	BANK OF AMERICA BANKCARD CENTER	06/12/2018	1,689.59
DFT0000285	B-0276	BANK OF AMERICA BANKCARD CENTER	06/12/2018	6,821.27
DFT0000286	B-0276	BANK OF AMERICA BANKCARD CENTER	06/12/2018	163.44
DFT0000287	B-0276	BANK OF AMERICA BANKCARD CENTER	06/12/2018	968.00
DFT0000288	B-0276	BANK OF AMERICA BANKCARD CENTER	06/12/2018	1,523.24

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	95	70	0.00	307,555.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	12,934.09
EFT's	0	0	0.00	0.00
	101	76	0.00	320,489.76

Attachment: Warrant Register - June 26, 2018 (1612 : Approval of Warrant Register for June 26, 2018)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018

TO: Mayor and Council Members

FROM: Janice Reyes
Finance Director

ISSUE: A Proposed Resolution Amending Fiscal Year 2018/2019 Budget and Capital Improvement Program

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna Hills for Fiscal Year 2018/2019."

SUMMARY:

Pursuant to City Council Policy No. 105, the City Manager will notify the City Council whenever changing operations or economic developments require corrective budgetary modifications. This past spring, at the April 28, 2018, City Council Workshop, staff presented to the City Council an updated 8-Year Plan, which included a comprehensive review of the updated plan, along with the guiding principles and general assumptions behind the update. Taking into account the feedback from the City Council at that meeting, staff is recommending the City Council adopt the proposed Resolution amending the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna Hills for Fiscal Year 2018/2019.

BACKGROUND:

Updated 8-Year Plan

In keeping with the City's Thematic Goal to *"identify and implement City-wide operational and budgetary measure to ensure that we maintain a strong financial*

Proposed Resolution Amending FY 2018-2019 Budget & CIP

June 26, 2018

Page 2

position over the next 4-5 years,” staff prepared an update to the 8-Year Plan. The following are the guiding principles and general assumptions behind the revised 8-Year Plan:

- There will be no new construction at the Five Lagunas project over the eight-year planning horizon.
- Revenue estimates have been updated based on the most current data and the elimination of all impact fees and ongoing new revenues from the Five Lagunas.
- Beginning Fiscal Year 2018/2019, the Operating Budget will structurally be reduced by about \$827,500, or 4.1%.
- Discretionary capital projects funded by the General Fund are deferred indefinitely.
- Annual debt service on the City’s outstanding Certificates of Participation will drop from \$1,797,881 in FY 2021/2022 to \$389,381 in FY 2022/2023. In Year 8 of the Plan, FY 2024/2025, the City is debt free.
- The City’s net pension liability of \$2,953,536, as of June 30, 2017, is fully funded over the next six years.
- Over the next three years, employee participation in pension contributions will increase from 3.75% to 7%, which is the full portion of the employee’s required pension contribution.

Fiscal Year 2018/19

The impact of the above listed assumptions has the following effect to Fiscal Year 2018/2019 projections, Year 2 of the 8-Year Plan:

- A reduction of \$739,998 to Operating Revenues, as detailed in Table 1.

Table 1

Property Tax	\$ (75,196)
Franchises Tax	(20,077)
License and Permits	(250,000)
Sales & Use Tax	(382,131)
Charges for Services	(34,444)
Fines and Forfeiture	(62,150)
Investment Income	85,000
Net Change in Operating Revenues	\$ (738,998)

Proposed Resolution Amending FY 2018-2019 Budget & CIP

June 26, 2018

Page 3

- A reduction of \$827,539 to Operating Expenditures, as detailed in Table 2.

Table 2

Personnel	\$ (198,582)
ICSC	(4,500)
Mgmt Consult Services	(50,000)
Outsource Files	(20,000)
County Tax Admin Fees	(10,000)
Motorcycle Purchase	(35,000)
Public Safety	(254,232)
Public Services	(130,000)
Information Technology	(33,425)
Building Services	(91,800)
Net Change in Operating Expenditures	\$ (827,539)

- A reduction of \$5,305,228 to one-time Special Revenues, as detailed Table 3.

Table 3

Quimby Act Park In-Lieu Fees	\$ (4,643,892)
UVSP Traffic Impact Fees	(661,336)
Net Change in Special Revenues	\$ (5,305,228)

- Certain capital improvement projects are adjusted as outlined below in Table 4.

Table 4

Capital Project Description	FY 2017-18	FY 2018-19	FY 2019-20
CIP #238 Soccer Field Renovations		\$ (115,000) ^a	
CIP #241 General Park Renovations	(250,000)	250,000 ^b	
CIP #513 Community Center Renovations	(170,000)	(100,000) ^b 170,000 ^b	100,000
CIP #514 Sports Complex Renovations	(50,000)	(30,000) ^b 50,000 ^b	30,000
CIP #609 Multi-use Trail CC to Indian Hill		(750,000) ^c	
Net Change to FY 2018/19 CIP		\$ (525,000)	

Note:

^a Project reduced. Originally funded by Quimby Act Park In-Lieu Fees, now General Fund.

^b Project deferred one year. Originally funded by Quimby Act Park In-Lieu Fees, now General Fund.

^c Project deferred indefinitely. Originally Funded by Quimby Act Park In-Lieu Fees.

- Deferring the \$520,000 pay down towards CalPERS Pens Unfunded Actuarial Liability (UAL).

Proposed Resolution Amending FY 2018-2019 Budget & CIP

June 26, 2018

Page 4

In consideration of the financial impact to Fiscal Year 2018-2019, as a result of the economic assumptions detailed above, staff is recommending the City Council adopt the proposed Resolution amending the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna Hills for Fiscal Year 2018/2019.

FISCAL IMPACT:

The cumulative effect of the above financial impacts to Fiscal Year 2018/2019 is a net reduction of \$4,171,687 to the overall budget, as outlined below.

Change in Projected Operating Revenues	\$ (738,998)
Change in Projected Operating Expenditures	827,539
Change in Projected One-time Special Revenues	(5,305,228)
Changes to Capital Improvement Program	525,000
Deferral of Pay Down towards Pension Unfunded Liability	520,000
Total Net Effect	<u>\$ (4,171,687)</u>

As a result, the projected Net Change in Fund Balance for all Governmental Funds is \$1,057,640 (the current budgeted amount of \$5,229,327 less \$4,171,687).

ATTACHMENTS:

- Proposed Resolution Amending Fiscal Year 2018/2019 Budget
- Exhibit A - Proposed Budget Amendments to FY 2018-2019

RESOLUTION NO. 2018-06-26-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING THE OPERATING BUDGET, CAPITAL IMPROVEMENT PROGRAM AND OTHER APPROPRIATIONS FOR THE CITY OF LAGUNA HILLS FOR FISCAL YEAR 2018/2019

WHEREAS, the City Council of the City of Laguna Hills adopted Resolution 2017-06-13-5 on June 13, 2017, adopting the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna for the Fiscal Years 2017/2018 – 2018/2019 Biennial Budget; and

WHEREAS, pursuant to City Council Policy No. 105, the City Manager of the City of Laguna Hills will notify the City Council whenever changing operations or economic developments require corrective budgetary modifications; and

WHEREAS, at the April 28, 2018, City Council Workshop, the City Manager of the City of Laguna Hills presented to the City Council a comprehensive review of an updated 8-Year Plan with proposed corrective budgetary modifications; and

WHEREAS, the City Council of the City of Laguna Hills did consider said proposed budgetary modifications of the City Manager of the City of Laguna Hills.

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

SECTION 1. Adoption of Recitals. The foregoing recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Approval of Budget Amendments. The City Council hereby approves and adopts the City Manager's proposed budgetary amendments to the Operating Budget, Capital Improvement Program, and Other Appropriations for Fiscal Year 2018/2019 as set forth in the attached Exhibit "A".

PASSED, APPROVED, AND ADOPTED this 26th day of June 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2018-06-26-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 26th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

EXHIBIT A

Proposed Budgetary Amendments
to the
Operating Budget,
Capital Improvement Program, and
Other Appropriations
for
Fiscal Year 2018/2019

CITY OF LAGUNA HILLS

PROPOSED AMENDMENTS TO FISCAL YEAR 2018/2019 BUDGET

	FY 2018/19 CURRENT ADOPTED BUDGET	PROPOSED AMENDMENTS	FY 2018/19 PROPOSED AMENDED BUDGET
FUNDING SOURCES			
General Fund Revenues			
Property Taxes			
Secured, Unsecured, Public Utility, Supplementals, Homeowners' Exemption	\$ 7,653,579	(50,957)	7,602,622
Prior Year	8,500		8,500
Miscellaneous, Interest & Penalties	18,000		18,000
Property Transfer Taxes	250,732	1,268	252,000
Property Tax In-Lieu of VLF	3,061,101	(25,507)	3,035,594
Total Property Taxes	10,991,912	(75,196)	10,916,716
Franchise Taxes			
Utility Franchise Fees			
Cable TV	500,055	4,432	504,487
San Diego Gas & Electric	202,000	(7,475)	194,525
Southern California Edison	202,000	(20,598)	181,402
Southern California Gas Co.	70,145	(9,613)	60,532
<i>Sub-total Utility Franchise Fees</i>	<i>974,200</i>	<i>(33,254)</i>	<i>940,946</i>
Waste Disposal/Recycling Fees			
Waste Haulers	313,288	(3,125)	310,163
Admin Fee - Waste Recycling	313,288	(3,125)	310,163
<i>Sub-total Waste/Recycling</i>	<i>313,288</i>	<i>(3,125)</i>	<i>310,163</i>
Transient Occupancy Taxes	1,483,483	26,705	1,510,188
Total Franchise Taxes	2,770,971	(9,674)	2,761,297
Intergovernmental Revenues			
Sales & Use Tax	5,960,131	(382,131)	5,578,000
County Landfill Agreement	52,531	(10,403)	42,128
Total Intergovernmental Revenues	6,012,662	(392,534)	5,620,128
Licenses and Permits			
Building Related Licenses/Permits			
Building Permits	600,000	(170,000)	430,000
Plan Check Fees	35,000	(10,500)	24,500
Plan Check Fees - Fee Based	215,000	(54,500)	160,500
Fire Fees	10,000	(3,000)	7,000
Imaging Plans and Documents Fee	40,000	(12,000)	28,000
<i>Sub-total Building Permits</i>	<i>900,000</i>	<i>(250,000)</i>	<i>650,000</i>

CITY OF LAGUNA HILLS

PROPOSED AMENDMENTS TO FISCAL YEAR 2018/2019 BUDGET

	FY 2018/19 CURRENT ADOPTED BUDGET	PROPOSED AMENDMENTS	FY 2018/19 PROPOSED AMENDED BUDGET
Engineering Fees			
Transportation Permit	1,500	-	1,500
Encroachment Permit	3,500	-	3,500
Traffic Permit & License Fees	145,000	-	145,000
<i>Sub-total Engineering Permits</i>	<i>150,000</i>	<i>-</i>	<i>150,000</i>
Total Licenses and Permits	1,050,000	(250,000)	800,000
Charges for Current Services			
Recreation Fees			
Recreation Programs	430,000	(30,000)	400,000
Facility Reservation	230,000	(16,000)	214,000
Special Events - 4th of July	6,700	(700)	6,000
Memorial Day Race - Registration Fees	185,000	(15,000)	170,000
Memorial Day Race - Sponsorships	32,744	(2,744)	30,000
<i>Sub-total Recreation Fees</i>	<i>884,444</i>	<i>(64,444)</i>	<i>820,000</i>
Development Services			
Planning and Zoning Fees	70,000	15,000	85,000
Improvement Inspect	10,000	5,000	15,000
<i>Sub-total Development Fees</i>	<i>80,000</i>	<i>20,000</i>	<i>100,000</i>
Leases and Rental Fees			
Cell Tower Lease	72,000	10,000	82,000
Library Lease	42,000	-	42,000
<i>Sub-total Leases/Rentals</i>	<i>114,000</i>	<i>10,000</i>	<i>124,000</i>
Other Service Charges			
Sale of Publications/Maps	1,000	-	1,000
<i>Sub-total Other Service Charges</i>	<i>1,000</i>	<i>-</i>	<i>1,000</i>
Miscellaneous Operating Revenues	49,000	-	49,000
Total Charges for Services	1,128,444	(34,444)	1,094,000
Fines and Forfeitures			
Vehicle Code Fines	156,150	(39,150)	117,000
Parking Revenues	74,000	(18,000)	56,000
Court Fines	22,000	(5,000)	17,000
Total Fines and Fortfeitures	252,150	(62,150)	190,000
Total General Fund Revenues	\$ 22,206,139	(823,998)	21,382,141

CITY OF LAGUNA HILLS

PROPOSED AMENDMENTS TO FISCAL YEAR 2018/2019 BUDGET

	FY 2018/19 CURRENT ADOPTED BUDGET	PROPOSED AMENDMENTS	FY 2018/19 PROPOSED AMENDED BUDGET
Special Revenue Funds			
CIP Funding Sources			
Gas Tax	\$ 1,225,000	-	1,225,000
Measure M2 Competitive	300,000	-	300,000
AB 2766	40,000	-	40,000
Quimby Act	4,643,892	(4,643,892)	-
UVSP Traffic Impact Fees	661,336	(661,336)	-
Other CIP Related Grants & Contributions			
Total CIP Funding Sources	6,870,228	(5,305,228)	1,565,000
Measure M2 Local Fair Share	590,060		590,060
Community Development Block Grant			
Law Enforcement	100,000		100,000
Beverage Recycling	8,300		8,300
CR&R Recycling Fee	2,000		2,000
C&D Forfeited Deposits	30,000		30,000
Senior Mobility Program	35,126		35,126
Total Special Revenue Funds	\$ 7,635,714	(5,305,228)	2,330,486
Investment Income		85,000	85,000
Distribution from Leasing Operation	100,000		100,000
TOTAL FUNDING SOURCES	\$ 29,941,853	(6,044,226)	23,897,627

Attachment: Exhibit A - Proposed Budget Amendments to FY 2018-2019 (1605 : Proposed Resolution Amending FY 2018-2019 Budget & CIP)

CITY OF LAGUNA HILLS

PROPOSED AMENDMENTS TO FISCAL YEAR 2018/2019 BUDGET

	FY 2018/19 CURRENT ADOPTED BUDGET	PROPOSED AMENDMENTS	FY 2018/19 PROPOSED AMENDED BUDGET
FUNDING USES			
General Fund Expenditures			
General Government			
Personnel	\$ 1,702,633	(60,734)	1,641,899
Maintenance and Operation	225,800	(4,500)	221,300
Contract Services	617,065	(80,000)	537,065
Capital Outlay	-		-
Total General Government	2,545,498	(145,234)	2,400,264
Non-departmental			
Personnel	367,604	20,634	388,238
Maintenance and Operation	499,061	(5,000)	494,061
Contract Services	93,865		93,865
Capital Outlay	65,125	(28,425)	36,700
Total Non-departmental	1,025,655	(12,791)	1,012,864
Community Development			
Personnel	976,998	(85,644)	891,354
Maintenance and Operation	23,775		23,775
Contract Services	479,000	(91,800)	387,200
Total Community Development	1,479,773	(177,444)	1,302,329
Public Services			
Personnel	827,673	(669)	827,004
Maintenance and Operation	953,950		953,950
Contract Services	2,698,000	(130,000)	2,568,000
Capital Outlay	52,000		52,000
Total Public Services	4,531,623	(130,669)	4,400,954
Community Services			
Personnel	1,206,823	(72,169)	1,134,654
Maintenance and Operation	602,610		602,610
Contract Services	321,832		321,832
Capital Outlay	5,000		5,000
Total Community Services	2,136,265	(72,169)	2,064,096
Public Safety			
Maintenance and Operation	45,300		45,300
Contract Services	8,618,903	(254,232)	8,364,671
Capital Outlay	37,000	(35,000)	2,000
Total Public Safety	8,701,203	(289,232)	8,411,971
Total General Fund Expenditures	\$ 20,420,017	(827,539)	19,592,478

Attachment: Exhibit A - Proposed Budget Amendments to FY 2018-2019 (1605 : Proposed Resolution Amending FY 2018-2019 Budget & CIP)

CITY OF LAGUNA HILLS

PROPOSED AMENDMENTS TO FISCAL YEAR 2018/2019 BUDGET

	FY 2018/19 CURRENT ADOPTED BUDGET	PROPOSED AMENDMENTS	FY 2018/19 PROPOSED AMENDED BUDGET
Capital Improvement Program (CIP)			
Streets, Signals & Lighting	\$ 50,000		50,000
Streetscape			
Flood Control and Water Quality	625,000		625,000
Parks	240,000	135,000	375,000
Public Facilities	130,000	90,000	220,000
Trails and Open Spaces	750,000	(750,000)	-
Total CIP	\$ 1,795,000	(525,000)	1,270,000
Special Revenue Funds			
CDBG Fund	\$		
Beverage Recycling	8,300		8,300
CR&R Recycling Fee	2,000		2,000
C&D Forfeited Deposits	82,328		82,328
Senior Mobility	44,000		44,000
Total Special Revenue Fund	\$ 136,628	-	136,628
Debt Service Fund			
Interest	\$ 340,881		340,881
Principle	1,450,000		1,450,000
Total Debt Service Fund	\$ 1,790,881	-	1,790,881
Use of Reserves	50,000		50,000
Elimination of Pension Unfunded Liability	520,000	(520,000)	-
Distributions to Leasing Operations			
TOTAL FUNDING USES	\$ 24,712,526	(1,872,539)	22,839,987
NET CHANGE IN FUND BALANCE	5,229,327	(4,171,687)	1,057,640

Attachment: Exhibit A - Proposed Budget Amendments to FY 2018-2019 (1605 : Proposed Resolution Amending FY 2018-2019 Budget & CIP)

CITY OF LAGUNA HILLS
PROPOSED AMENDED BUDGET - FISCAL YEAR 2018/2019

GOVERNMENTAL FUNDS - SUMMARY

FUND	Revenues	Expenditures	Excess (Deficiency) of Revenues over Expenditures	Transfers In	Transfers Out	Net Change in Fund Balance
General Fund ^(a)	\$ 21,467,141	\$ 19,642,478	\$ 1,824,663	\$ 1,455,060	\$ 3,402,681	\$ (122,958)
Gas Tax Fund	1,225,000		1,225,000			1,225,000
Measure M Fund	890,060		890,060		890,060	-
AB 2766 Fund	40,000		40,000			40,000
Senior Mobility Program Fund	35,126	44,000	(8,874)	16,800	40,000	(32,000)
CARITS Fund			-			-
Beverage Recycling Fund	8,300	8,300	-			-
CR&R Recycling Fund	2,000	2,000	-			-
C&D Forfeited Deposits Fund	30,000	82,328	(52,328)			(52,328)
Quimby Act Fund	-		-		-	-
UVSP Traffic Impact Fund	-		-			-
Public Art Fund			-			-
Grants & Contributions Fund			-			-
Law Enforcement Funds	100,000		100,000		100,000	-
Debt Service Fund		1,790,881	(1,790,881)	1,790,881		-
Capital Improvement Program Fund		1,270,000	(1,270,000)	1,270,000		-
Total Governmental Funds	\$ 23,797,627	\$ 22,839,987	\$ 957,640	\$ 4,532,741	\$ 4,432,741	\$ 1,057,640

^(a) Includes Reserves

Attachment: Exhibit A - Proposed Budget Amendments to FY 2018-2019 (1605 : Proposed Resolution Amending FY 2018-2019 Budget & CIP)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Employment Classifications, Salary Ranges, and Benefits for Management, Confidential, and Part-Time Classes of Employment with the City

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, regarding employment and establishing salary ranges and benefits for Management, Confidential, and Part-time classes of employment with the City and rescinding Resolution No. 2016-11-22-3."

SUMMARY:

The proposed Salary and Benefits Resolution (Resolution) covers management, confidential, and part-time classes of employment. All other employees are covered by the Memorandum of Understanding (MOU) between the City and the Laguna Hills Employees Association (LHCEA). This three-year Resolution, essentially mirroring the terms of the recently-approved MOU with the LHCEA, coincides with the expiration of the current MOU with the LHCEA. Staff has estimated the three-year costs pertaining to management and confidential classifications of employment associated with this Salary and Benefits Resolution to be \$28,009.

BACKGROUND:

The City Council approved its current MOU with the LHCEA at its June 12, 2018, City Council meeting. As part of the negotiation process, the City conducted a comprehensive compensation study for all employees covered by the MOU using the same comparator agencies from the 2011 Compensation Report completed by Ralph

Salary and Benefits Resolution for Management, Confidential, and Part-Time
 June 26, 2018
 Page 2

Andersen & Associates. The compensation study also included management and confidential classes of employees.

Resolution No. 2016-11-22-3 has governed salary and benefits for the 2016/2017 and 2017/2018 Fiscal Years for unrepresented employees. Based on the results of the comprehensive compensation study, staff is proposing a Resolution for 2018/2019 through 2020/2021 that mirrors the terms of the MOU with the LHCEA:

- There will be no cost of living adjustment on July 1, 2018. However, salary ranges will increase by 2% on July 1, 2019. The City will further increase salary ranges by the April CPI for the Los Angeles-Long Beach-Anaheim area for All Consumers effective on July 1, 2020, with a minimum of 2% and maximum of 3%. (Year 1: \$0; Year 2: \$21,252; Year 3: \$27,084)
- Beginning July 1, 2018, employees will increase pay to 4.5% toward the City's normal cost rate of its pension program with PERS. This amount will increase to 5.5% on July 1, 2019 and 7% on July 1, 2020. (Year 1 cost to employees: \$7,967; Year 2 cost to employees: \$10,835; Year 3 cost to employees: \$16,659)
- The City will continue to freeze the splitting of health insurance premium increases over the next three years. (\$15,134)
- City employees currently receive 36 hours of discretionary holiday leave. The City will convert 8 of these already-provided hours and establish an additional fixed holiday of Christmas Eve only when Christmas Even falls on a regularly scheduled work day. Consequently, discretionary holiday leave will be reduced to 28 hours in those applicable years.

As mentioned earlier, the term of this proposed Resolution will coincide with the duration of the MOU between the City and the LHCEA. Also, it should be noted that while the City Manager's salary is listed in the Resolution, pursuant to his employment agreement with the City, he will not receive any cost of living adjustments authorized in the Resolution. The City Manager currently pays the full 7% employee contribution to PERS.

Salary and Benefits Resolution for Management, Confidential, and Part-Time
June 26, 2018
Page 3

FISCAL IMPACT:

Staff estimates the three-year costs pertaining to the management and confidential classifications of employment covered by this proposed Resolution to be \$28,009. All first year expenditures associated with the attached Resolution are included in the 2017-2019 Biennial Budget. Second year expenditures will be included in the upcoming 2019-2021 Biennial Budget.

ATTACHMENTS:

- 2018-21 Salary and Benefits Resolution

RESOLUTION NO. 2018-06-26-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REGARDING EMPLOYMENT AND ESTABLISHING SALARY RANGES AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY AND RESCINDING RESOLUTION NO. 2016-11-22-3

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

SECTION 1. This Resolution establishes the official plan of compensation for the City for positions defined as management, confidential, and part-time in the Employer-Employee Relations Resolution No. 2012-02-14-3. The plan of compensation for all other employees is set forth in the current Memorandum of Understanding between the City and the Laguna Hills City Employees Association. In addition, insurance benefits for elected officials are established in Section 3, Subsection II of this Resolution.

SECTION 2. The following salary ranges are assigned to the classes of employment, which are hereby designated as management, confidential, and part-time for fiscal year 2018-2019. Unless specified otherwise herein, the provisions of this Resolution only apply to the following classifications:

FULL-TIME POSITIONS – CONFIDENTIAL	MONTHLY RANGE	
Executive Assistant to the City Manager	\$ 6,030	\$ 7,330

FULL-TIME POSITIONS – MANAGEMENT		
Assistant City Manager/Director of Public Services	\$ 14,121	\$ 17,163
City Manager	\$ 21,500	\$ 21,500
Community Development Director	\$ 13,726	\$ 16,685
Deputy City Manager/City Clerk	\$ 13,038	\$ 15,849
Deputy City Manager/Community Services Director	\$ 13,038	\$ 15,849
Finance Director	\$ 12,874	\$ 15,648

PART-TIME POSITIONS		
Code Enforcement Officer	\$ 25.68	\$ 30.81
Community Services Leader I	\$ 11.30	\$ 13.86
Community Services Leader II	\$ 13.86	\$ 16.43
Part-time Receptionist	\$ 17.46	\$ 17.46

There is no cost of living adjustment scheduled for July 1, 2018. However, effective July 1, 2019, the City shall increase salaries by a cost of living adjustment of 2%. Effective July 1, 2020, the City shall further increase salary ranges in accordance with the Consumer Price Index ("CPI") for April 2020 for the Los Angeles-Long Beach-Anaheim area for All Urban Consumers, with a minimum increase of 2% and a maximum increase of 3%.

SECTION 3. The City shall provide the following benefits to the categories of employees specified herein:

I. RETIREMENT

A. The City shall participate in the California Public Employees Retirement System (Cal PERS). The City provides the following two tiers of benefits:

1. Tier 1 (Employees hired before July 1, 2013 or individuals hired after July 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 Program and beginning July 1, 2018, employees shall pay 4.50% toward the City's normal cost rate of its pension program with Cal PERS (as determined by Cal PERS). Beginning July 1, 2019, employees shall pay 5.50% toward the City's normal cost rate of its pension program with Cal PERS (as determined by Cal PERS). Effective July 1, 2020, employees shall pay 7.00% toward the City's normal cost rate of its pension program with Cal PERS (as determined by Cal PERS). Additional benefits provided through Cal PERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement system within the six months prior to employment with the City): 2% @ 62 with 3 year Final Compensation and with employee paying 100% of the employees' contribution to PERS.

B. The City shall provide a supplemental retirement program as established in Resolution No. 99-05-04-1, which affords management employees a defined contribution equal to 6.5% of base salary upon employment with the City and confidential employees a defined contribution equal to 3.0% of base salary after ten years of service with the City.

C. The City shall provide a retiree health savings plan as established in Resolution No. 2001-12-11-2.

- D. The City shall make available to all management and confidential employees the ICMA Retirement Corporation's Section 457 Deferred Compensation Plan. This is a voluntary program and will be funded at the sole cost of each participating employee. This provision does not apply to the Deferred Compensation provisions found in the Employment Agreement between the City and the City Manager which provide for the terms and conditions of their participation in the Plan.
- E. The City shall provide to part-time employees an alternative retirement plan as established in Resolution No. 2000-06-27-5.
- F. Effective July 1, 2018, the City shall contribute into a Section 457 deferred compensation program for the Assistant City Manager/Director of Public Services classification which shall be administered by the International City Management Association-Retirement Corporation (ICMA-RC) in the amount of ten thousand dollars (\$10,000.00) per year. This amount shall be paid in a lump sum on July 1 of each calendar year thereafter.

II. INSURANCE

- A. Effective July 1, 2018, the City will contribute the following towards all full-time management, confidential employees, and elected members' health insurance premium:

Employee Only	\$690.74
Employee+One	\$1,375.87
Employee+Family	\$1,787.76

City contributions to medical insurance plan will increase to an amount not to exceed the equivalent of the annual increase in the PPO premium. Employees will be responsible for paying any portion of their health insurance premium not covered by the City's contribution amount.

- B. The City shall provide and pay for a dental insurance plan for all full-time management, confidential employees, and elected members, including their dependents.
- C. The City shall provide and pay for a vision insurance plan for all full-time management, confidential employees, and elected members, including their dependents.
- D. The City shall provide and pay for a group life and accidental death and dismemberment insurance plan for all full-time management and confidential employees on the basis of 150% of the employee's annual salary, to the next highest \$1,000.00 increment, up to a maximum of \$250,000.

- E. The City shall provide and pay for a short and long-term disability plan for all full-time management and confidential employees.
- F. Elected members may opt not to participate in the City's medical, dental, and vision insurance plans.

III. VACATION

- A. Full-time non-management, confidential employees accrue vacation leave according to the following schedule:

Years of Service	Rate
0-3	10 days/year or 6.667 hours/month
4-9	15 days/year or 10 hours/month
10+	20 days/year or 13.334 hours/month

- B. Full-time management employees accrue vacation leave according to the following schedule:

Years of Service	Rate
0-3	15 days/year or 10 hours/month
4+	20 days/year or 13.334 hours/month

- C. Upon termination or retirement, all employees shall be compensated at their current pay scale for their accrued vacation leave balance. No employee shall be allowed to carryover more than 320 hours of vacation leave from one fiscal year to the next.
- D. For management employees, upon completion of ten years of full-time employment with the City, the City shall make a one-time allotment of 40 hours of vacation leave to the employee's vacation leave balance.

IV. HOLIDAYS

- A. The City shall observe certain fixed holidays during which City Hall will be closed. These include:

New Year's Day
 Presidents Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving
 Day After Thanksgiving
 Christmas Eve (when Christmas Eve falls on a regularly scheduled work day)
 Christmas Day

- B. Full-time employees shall receive 8 hours pay for these holidays. In order to receive holiday pay, an employee must have received pay for all of both the regularly scheduled work assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday.
- C. The City shall provide full-time management and confidential employees 108 paid hours per fiscal year for fixed holidays as set forth herein and employees may use the remaining time as discretionary holiday leave.
- D. With the exception of Christmas Eve, holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner.
- E. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.

V. LEAVES OF ABSENCE

- A. All full-time employees shall accrue annual sick leave at a rate of 8 hours per month.
- B. All full-time management and confidential employees prior to completing ten years of service as full-time employees, (hereafter, “ten—year anniversary”) shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave. Upon retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits under Section 3, Paragraph III.C above can be exceeded to a maximum of 480 hours.
- C. For all full-time management and confidential employees who have completed their ten-year anniversary, sick leave accumulation and balances will be governed by Resolution No. 2001-12-11-2. As part of the Retirement Health Services (RHS) plan, employees upon ten years of service may convert any vacation hours over 80 hours to sick leave on a 1 to 1 basis.
- D. All full-time management and confidential employees shall receive 3 days bereavement leave for absence necessitated by the death of immediate family members. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or

near dependent. Where such death has occurred and upon request of the City Manager, the employee shall furnish satisfactory evidence of such death.

- E. Part-time employees shall begin to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment, or July 1, 2015, whichever occurs later. A part-time employee is not eligible to begin using any accrued paid sick leave until after ninety (90) days of employment with the City and is only allowed to use up to a maximum of three (3) days or twenty-four (24) hours, whichever is greater, of paid sick leave in a twelve (12) month period. A part-time employee can only accrue paid sick leave up to a cap of six (6) days or forty-eight (48) hours, whichever is greater, ongoing. Sick leave does not accrue once the cap is reached, but accrual begins again when accrued sick leave drops below the cap. Any unused accrued paid sick leave carries over year to year while the part-time employee is continuously employed.

VI. AUTOMOBILE ALLOWANCE

- A. The following positions, at the discretion of the City Manager, may be eligible for a monthly automobile allowance in lieu of mileage reimbursement:

Assistant City Manager/Director of Public Services	-	\$ 650
Community Development Director	-	\$ 600
Deputy City Manager/City Clerk	-	\$ 600
Deputy City Manager/Community Services Director	-	\$ 600
Finance Director	-	\$ 300

All other employees shall be reimbursed at the prevailing standard mileage rates established by the IRS.

SECTION 4. MISCELLANEOUS PROVISIONS

- I. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any provision of this Resolution.
- II. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution.
- III. In the event of any conflict between the provisions of the City Manager's Employment Agreement and this Resolution, the Agreement prevails.

SECTION 5. EFFECTIVE DATE

- I. Except as otherwise specified to the contrary in this Resolution, all provisions set forth herein shall be effective July 1, 2018.

SECTION 6. Resolution No. 2016-11-22-3 is hereby rescinded and replaced with this Resolution.

PASSED, APPROVED, AND ADOPTED this 26th day of June 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-06-26-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 26th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Adoption of the Annual Appropriations Limit for Fiscal Year 2018/2019

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, determining and adopting an Appropriations Limit for Fiscal Year 2018/2019 in accordance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code."

SUMMARY:

In accordance with Article XIII B of the California Constitution, which placed limits on the amount of revenue that can be spent by public entities from proceeds of taxes, the City is required to establish a new appropriations limit each year. By applying the allowable population and per capita income growth factors, the appropriations limit for the City of Laguna Hills for Fiscal Year 2018/2019 is calculated to be \$39,449,204. Staff has determined that the City will be under the limit by \$26,051,251 for the Fiscal Year 2018/2019. A Resolution establishing the limit for Fiscal Year 2018/2019 is attached to this report.

BACKGROUND:

As required by law, the voters approved an appropriations limit of \$9,102,336 for Fiscal Year 1993/1994. This limit serves as the "base year" and is adjusted annually based on population and inflation factors. In Fiscal Year 1996/1997, the limit was adjusted by \$2,032,217 in order to account for the anticipated increase in revenues due to the annexation of North Laguna Hills. This amount was based on the information available from the County. Subsequently, actual revenues exceeded the initial forecast, thus an

Appropriations Limit FY 2018/2019

June 26, 2018

Page 2

additional revenue amendment of \$1,858,438 was factored into the Fiscal Year 1999/2000 limit calculation. In Fiscal Year 2001/2002, the limit was amended in order to use the City's actual population change to reflect the increase in the City's population as a result of the Westside annexation.

Applying the allowable population and per capita income growth factors, the appropriations limit for the City of Laguna Hills for Fiscal Year 2018/2019 is calculated to be \$39,449,204. This calculation must be made available to the public for 15 days prior to adoption. This requirement has been satisfied.

Pursuant to state law, the City may not appropriate any proceeds of taxes it receives in excess of \$39,449,204 for Fiscal Year 2018/2019. The anticipated proceeds of taxes, less qualified exclusions for Fiscal Year 2018/2019, resulted in an amount of \$13,397,953 subject to the limit, which is well below the legal limit by \$26,051,251. The following calculation shows the amount under the limit for Fiscal Year 2018/2019:

Fiscal Year 2018/2019 Appropriations Limit	\$39,449,204
Less: Total Subject to Appropriations Limit	\$13,397,953
Amount Under the Appropriations Limit	\$26,051,251

State law also requires that the annual calculation of the limit be reviewed as part of an annual financial audit. This annual review evaluates the accuracy of the computations and the adequacy of documentation. In compliance with the requirements of Section 1.5 of Article XIII B of the California Constitution, an agreed upon procedures engagement is performed by the City's auditors as part of the annual financial audit each fiscal year.

ATTACHMENTS:

- Resolution - Appropriations Limit for Fiscal Year 2018-2019
- Exhibit A - Appropriations Limit FY 2018-2019
- Appropriations Limit FY 2018-2019 Calculation Worksheets

RESOLUTION NO. 2018-06-26-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2018/2019 IN ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE

WHEREAS, Article XIII B requires public entities in the State of California to set an annual Appropriations Limit; and

WHEREAS, the league of California Cities issued in March 1991 uniform guidelines for the implementation of the provision of Article XIII B of the California Constitution; and

WHEREAS, Government Code Section 7910 calls for the adoption of the annual Limit prior to the beginning of the Fiscal Year 2018/2019; and

WHEREAS, Article XIII B requires the City Council to select the population and inflation factors for the year's Appropriations Limit calculation; and

WHEREAS, the Appropriations Limit must be adhered to in adopting the City's Biennial Budget.

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

SECTION 1. That in accordance with Article XIII B of the Constitution of the State of California and Section 7910 of the Government Code and as set forth in detail in the attached Exhibit "A" the Appropriations Limit beginning July 1, 2018, is established at \$39,449,204.

SECTION 2. That the inflation factor being utilized to calculate the Fiscal Year 2018/2019 Appropriations Limit is based on the percentage change in California's per capita income.

SECTION 3. That the population factor being utilized to calculate Fiscal Year 2018/2019 Appropriations Limit is the population growth for the County of Orange.

SECTION 4. That the Appropriations Limit shall not be exceeded in the adopted budget nor by any proposed amendment to the budget.

PASSED, APPROVED, AND ADOPTED this 26th day of June, 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No.2018-06-26-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 26th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Exhibit A

CITY OF LAGUNA HILLS

Appropriations Limit Summary

In November 1979, the voters of the State of California approved Proposition 4, commonly known as the “Gann Initiative.” The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue, which can be spent by all entities of government from the “proceeds of taxes.” Proposition 4 became effective for the 1980-81 fiscal year, but the formula for calculating the limit was based on the 1978-79 “base year” revenues.

Section 7910 of the California Government Code, added in 1980 by the State Legislature, provides that “each year, the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following year...”

In order to address the increasing number of complaints by agencies about the restrictions of Proposition 4, and to provide guidelines for local governments in adopting their limits, the voters approved Proposition 111 in June 1990. Among other things, Proposition 111 provided new adjustment formulas, which make the Appropriations Limit more responsive to local growth issues. Proposition 111 also established a requirement for an annual review of Limit calculations.

Comparing the FY 2018/19 Appropriations Limit of \$39,449,204 and the Appropriations Subject to the Limit of \$13,397,953 indicates that the City will be well below its Appropriations Limit. The City’s budgeted revenues for FY 2018/19 subject to limitation will be below its legal limit by \$26,051,251.

2017/18 Appropriations Limit

2017/18 factor - change in per capita personal income	3.69%
2017/18 factor - change in County population	0.69%
\$36,197,251 x 1.0369 x 1.0069	\$ 37,791,907

2018/19 Appropriations Limit

2018/19 factor - change in per capita personal income	3.67%
2018/19 factor - change in County population	0.69%
\$37,791,907 x 1.0367 x 1.0069	\$ 39,449,204

CITY OF LAGUNA HILLS ANNUAL APPROPRIATIONS LIMIT

Fiscal Year Appropriation Limit	Inflation Adjustment ^{(a) (e)} Factor	Population Adjustment ^(a) Factor	Total Growth Factor	Appropriations Limit	Adjustment for Annexation	Adjusted Appropriations Limit
1993-94	1.0272	1.0215	1.04928	\$9,102,336 ^b		
1994-95	1.0071	1.0164	1.02362	\$9,317,301		
1995-96	1.0472	1.0172	1.06521	\$9,924,899		
1996-97	1.0467	1.0105	1.05772	\$10,497,813	\$2,032,217 ^c	\$12,530,030
1997-98	1.0467	1.0107	1.05791	\$13,255,633		\$13,255,633
1998-99	1.0415	1.0169	1.05915	\$14,039,638		\$14,039,638
1999-00	1.0453	1.0177	1.06380	\$14,935,393	\$1,858,438 ^d	\$16,793,831
2000-01	1.0491	1.0156	1.06547	\$17,893,255		\$17,893,255
2001-02	1.0782	1.0817	1.16629	\$20,868,705		\$20,868,705
2002-03	0.9873	1.0113	0.99846	\$20,836,494		\$20,836,494
2003-04	1.0231	1.0165	1.03998	\$21,669,561		\$21,669,561
2004-05	1.0328	1.0142	1.04747	\$22,698,123		\$22,698,123
2005-06	1.0526	1.0113	1.06449	\$24,162,025		\$24,162,025
2006-07	1.0396	1.0083	1.04823	\$25,327,327		\$25,327,327
2007-08	1.0442	1.0084	1.05297	\$26,668,948		\$26,668,948
2008-09	1.0429	1.0102	1.05354	\$28,096,739		\$28,096,739
2009-10	1.0062	1.0102	1.01646	\$28,559,303		\$28,559,303
2010-11	0.9746	1.0101	0.98444	\$28,115,019		\$28,115,019
2011-12	1.0251	1.0070	1.03228	\$29,022,451		\$29,022,451
2012-13	1.0377	1.0089	1.04694	\$30,384,635		\$30,384,635
2013-14	1.0512	1.0078	1.05940	\$32,189,463		\$32,189,463
2014-15	0.9977	1.0093	1.00698	\$32,414,101		\$32,414,101
2015-16	1.0382	1.0108	1.04941	\$34,015,765		\$34,015,765
2016-17	1.0537	1.0099	1.06410	\$36,197,251		\$36,197,251
2017-18	1.0369	1.0069	1.04410	\$37,791,907		\$37,791,907
2018-19	1.0367	1.0069	1.0439	\$39,449,204		\$39,449,204

^(a) Source: California Department of Finance

^(b) Permanent Limit of \$9,102,336 was adopted following the first fiscal year of operations. The Limit was approved by voters on November 8, 1994 and adopted by Resolution 94-06-28-3.

^(c) The Appropriations Limit was increased by the transfer of revenues from the County following the annexation effective July 1, 1996.

^(d) The Appropriations Limit was adjusted by amending the revenues attributable to annexation, based on actual receipts for FY96/97 & FY97/98.

^(e) Subdivision (e) of Section 8 of Article XIII B of the California Constitution defines "change in the cost of living" as either (1) the percentage change in California per capital personal income from the preceding year or (2) the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

CITY OF LAGUNA HILLS
ANNUAL APPROPRIATIONS LIMIT
FISCAL YEAR 2018/19

APPROPRIATIONS LIMIT

Fiscal Year 2017/18 Appropriations Limit		\$	37,791,907
<i>Adjustment Factors</i>			
A. Inflation adjustment factor	1.0367		
B. Population adjustment factor	1.0069		
Total Adjustment Factor (A x B)	1.0439		
Annual Adjustment			1,657,297
Fiscal Year 2018/19 Appropriations Limit		\$	39,449,204

APPROPRIATIONS SUBJECT TO LIMITATION

			Fiscal Year 2018/19 Budget
Proceeds of Taxes			
Property Tax	\$	10,991,912	
Sales Tax		5,960,131	
Transient Occupancy Tax		1,483,483	
Total Proceeds of Taxes	\$	18,435,526	
Less: Exclusions			
Federal Mandates	\$	3,246,692	
Qualified Debt Service		1,790,881	
Total Exclusions	\$	5,037,573	
Total Appropriations Subject to Limitation	\$	13,397,953	
(Over)/Under Appropriations Limit			26,051,251



DEPARTMENT OF
FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. ■ GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2018

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2018, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2018-19. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2018-19 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2018.**

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

Attachment: Appropriations Limit FY 2018-2019 Calculation Worksheets (1606 : Appropriations Limit FY 2018/2019)

May 2018

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2018-19	3.67

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2018-19 appropriation limit.

2018-19:

Per Capita Cost of Living Change = 3.67 percent
Population Change = 0.78 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.67 + 100}{100} = 1.0367$

Population converted to a ratio: $\frac{0.78 + 100}{100} = 1.0078$

Calculation of factor for FY 2018-19: $1.0367 \times 1.0078 = 1.0448$

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Orange				
Aliso Viejo	3.11	50,384	51,950	51,950
Anaheim	0.16	356,485	357,067	357,084
Brea	0.25	44,776	44,890	44,890
Buena Park	0.08	83,926	83,995	83,995
Costa Mesa	0.30	114,816	115,156	115,296
Cypress	0.55	49,704	49,978	49,978
Dana Point	0.51	33,897	34,071	34,071
Fountain Valley	0.01	56,916	56,920	56,920
Fullerton	0.50	143,499	144,214	144,214
Garden Grove	0.06	176,784	176,896	176,896
Huntington Beach	0.33	201,981	202,648	202,648
Irvine	3.40	267,097	276,176	276,176
Laguna Beach	0.26	23,248	23,309	23,309
Laguna Hills	-0.03	31,829	31,818	31,818
Laguna Niguel	0.14	65,288	65,377	65,377
Laguna Woods	0.13	16,575	16,597	16,597
La Habra	0.64	62,451	62,850	62,850
Lake Forest	1.72	83,414	84,845	84,845
La Palma	0.09	15,933	15,948	15,948
Los Alamitos	0.03	11,860	11,863	11,863
Mission Viejo	0.00	95,985	95,987	95,987
Newport Beach	1.13	86,207	87,182	87,182
Orange	0.69	140,981	141,952	141,952
Placentia	-0.03	52,772	52,755	52,755
Rancho Santa Margarita	0.06	49,301	49,329	49,329
San Clemente	0.82	65,009	65,543	65,543
San Juan Capistrano	0.37	36,624	36,759	36,759
Santa Ana	0.12	337,843	338,247	338,247
Seal Beach	-0.11	25,428	25,399	25,984
Stanton	-0.08	39,500	39,470	39,470
Tustin	0.06	82,291	82,344	82,344
Villa Park	0.12	5,944	5,951	5,951
Westminster	0.13	94,353	94,476	94,476
Yorba Linda	0.49	68,781	69,121	69,121
Unincorporated	2.32	126,342	129,278	129,278
County Total	0.69	3,198,224	3,220,361	3,221,103

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment: Appropriations Limit FY 2018-2019 Calculation Worksheets (1606 : Appropriations Limit FY 2018/2019)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Approval of Lease Assignment and Sublease Between Broadview Mortgage Corporation and Joel Harrison for 24031 El Toro Road, Suite 203, Laguna Hills, California

RECOMMENDATION: That the City Council approve the Lease Assignment and Sublease Agreement between Broadview Mortgage Corporation and Joel Harrison for 24031 El Toro Road, Suite 203, Laguna Hills, California, and authorize the City Manager to execute the Assignment and Agreement.

SUMMARY:

On November 24, 2015, the City Council approved a two-year lease with Broadview Mortgage Corporation for Suite 203 at the Civic Center and Broadview Mortgage Corporation elected to exercise an additional one-year option. Staff has received a request from Broadview Mortgage Corporation asking to assign and sublease its Lease to Joel Harrison, allowing Broadview Mortgage Corporation to operate as an American Pacific Mortgage Corporation affiliate branch. Pursuant to the Lease agreement with Broadview Mortgage Corporation, the Broadview Mortgage Corporation is entitled to assign and sublease its Lease, with the consent of the City. Staff has reviewed the Lease Assignment and Sublease Agreement, as has the attorney for the Essex Realty Management, the City's property management company. Staff recommends that the City Council approve the Lease Assignment and Sublease Agreement and authorize the City Manager to execute the Agreements.

Approval of Broadview Mortgage Corporation Civic Center Lease Assignment and Sublease

June 26, 2018

Page 2

ATTACHMENTS:

- Lease Assignment
- Sublease Agreement

LEASE ASSIGNMENT

This Sublease Assignment is executed June 1, 2018, as an addendum to the Sublease entered into between Broadview Mortgage Corporation (“Sublessor”) and Joel Harrison (“Sublessee”), originally executed on June 1, 2018

Sublessee is a residential mortgage business Manager (“Manager”). Manager executed an at-will branch employment contract with American Pacific Mortgage Corporation (“APMC”) electing to operate the residential mortgage business as an APMC affiliate branch.

Federal HUD regulations require that, during the term of the Branch Contract, Sublessee/Manager must assign their rights and obligations under the terms of the Sublease to APMC. By executing this Sublease Assignment, Sublessee/Manager assigns all of his/her rights and obligations under the terms of the Sublease to APMC, and Sublessor hereby accepts the assignment. Sublessor understands and acknowledges that, if/when the Branch Contract between Manager and APMC is terminated: (i) the Sublease Assignment also shall terminate; and (ii) all duties, obligations and/or liabilities under the terms of the sublease shall revert to Sublessee/Manager under the terms originally agreed to by Sublessor and Sublessee.

APMC and Sublessee/Manager agree to provide Sublessor with thirty (30) days’ notice if either party elects to terminate the Branch Contract. Sublessee/Manager and Sublessor agree to permit APMC access to the leased premises upon reasonable demand during this thirty (30) day period for the purpose of obtaining loan files, retrieving APMC property, and otherwise winding down APMC business operations.

Dated: _____
Sublessor

Dated: _____
Sublessee/ Manager

Dated: _____
Mathew Brinitzer, VP Corporate Services
AMERICAN PACIFIC MORTGAGE CORPORATION

Consent of Master Lessor:

Master Lessor consents to the ongoing Lease Assignment but such consent shall not alter or waive any obligations of Sublessor under the Master Lease.

By: _____
Donald J. White, City Manager

MONTH-TO-MONTH SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is entered into on June 1, 2018 by and between Broadview Mortgage Corporation ("SUBLESSOR"), with an address of 2200 W. Orangewood Ave., Suite 215, Orange, CA 92868 and Joel Harrison, ("SUBTENANT"), currently located at 24031 El Toro Road, Suite 203, Laguna Hills, CA 92653 (the "Parties").

FOR VALUABLE CONSIDERATION, the Parties agree to the following terms and conditions.

1. Premises. Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term specified below, and upon all of the conditions set forth herein, that certain real property, including all improvements thereon, commonly known by the street address of 24031 El Toro Road, located in the County of Orange, State of California, and generally described as 24031 El Toro Road, Suite 203, Laguna Hills, CA 92653 (the "Premises").
2. Term. The term of this Sublease shall be month-to-month commencing on June 1, 2018 and ending on December 31, 2018, unless sooner terminated pursuant to any provision hereof.
3. Termination. Sublessee has the option to terminate this Sublease at any time with 30 days written notice.
4. Base Rent. Sublessee shall pay to Sublessor as Base Rent for the Premises monthly payments of \$1,750.00 in advance, between the 1st and 5th day of each month of the term hereof. Sublessee shall pay Sublessor upon the execution hereof \$1,750.00 as Base Rent for the period June 1, 2018 through June 30, 2018. Base Rent which is less than one month for any period during the term hereof shall be calculated at a pro rata portion of the monthly installment.
5. Rent Defined. All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("Rent"). Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.
6. Use.
 - (a) Agreed Use. The Premises shall be used and occupied only for the use set forth in the Master Lease.
7. Master Lease.
 - (a) Sublessor is the lessee of the Premises by virtue of a lease, (the "Master Lease"), a copy of which is attached hereto, wherein The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California is the lessor, ("Master Lessor").
 - (b) This Sublease is and shall at all times be subject and subordinate to the Master Lease.
 - (c) The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.
8. Assignment of Sublease and Default.
 - (a) Sublessor hereby assigns and transfers to Master Lessor the Sublessor's interest in this Sublease, subject to the provisions of this Paragraph 8.
 - (b) Master Lessor, by executing this document, agrees that until a default occurs in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent

accruing under this Sublease. However, if Sublessor defaults in the performance of its obligations to Master Lessor, then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from Sublessee, be deemed liable to Sublessee for any failure of Sublessor to perform and comply with Sublessor's Remaining Obligations.

(c) Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

(d) No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

9. Consent of Master Lessor.

(a) In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor, then this Sublease shall not be effective unless, within ten (10) days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this subletting.

(b) In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third Parties, then neither this Sublease nor the Master Lessor's consent shall be effective unless, within ten (10) days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

(c) In the event that Master Lessor does give such consent then:

- i Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.
- ii The acceptance of Rent by Master Lessor from Sublessee or anyone else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.
- iii The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.
- iv In the event of any default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or anyone else liable under the Master Lease.
- v In the event that Sublessor should default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other defaults of the Sublessor under the Sublease.

(d) The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

(e) Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

(f) In the event that Sublessor defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee

shall have the right to cure any default of Sublessor described in any notice within ten (10) days after such service of such notice of default on Sublessee. If such default is cured by Sublessee, then Sublessee shall have the right of reimbursement and offset from and against Sublessor.

10. **Governing Law.** This Sublease shall be governed by the laws of the State of California. Any disputes hereunder will be heard in the appropriate state and federal courts located in the County of Orange, CA.

Executed at: _____ Title: _____
 On: _____ **Sublessor:** _____
 Address: _____ By: _____
 _____ Printed Name: _____

Executed at: _____ Title: _____
 On: _____ **Sublessee:** _____
 Address: _____ By: _____
 _____ Printed Name: _____

Consent of Master Lessor:

Master Lessor: _____
 Printed Name: _____
 Title: _____

Master Lessor Signature: _____



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018

TO: Mayor and Council Members

FROM: Aaron McFatridge
Administrative Sergeant

ISSUE: Approval of Proposed Fiscal Year 2018/2019 School Crossing Guard Services Agreement

RECOMMENDATION: That the City Council: 1) waive competitive formal bidding requirements and procedures set forth in the Laguna Hills Municipal Code (LHMC) Section 3-08.090 with regard to approval of the proposed Fiscal Year 2018/2019 School Crossing Guard Services Agreement with All City Management, as it is hereby found and determined, pursuant to LHMC 3-08.110, that All City Management's experience, specialized qualifications, performance history, and reputation make it uniquely qualified for this particular task; and 2) approve the proposed School Crossing Guard Services Agreement for Fiscal Year 2018/2019 with All City Management Services and authorize the Mayor to execute the proposed Agreement.

SUMMARY:

Since 1994, the City of Laguna Hills has contracted with All City Management Services Inc. (ACMS), to provide six (6) crossing guards at four (4) locations throughout the City. All City Management Services Inc. has continued to be a reliable and cost effective method of providing this needed service.

The City's Purchasing Ordinance generally requires competitive formal bidding for procurements of nonprofessional services with an estimated dollar value of greater than \$50,000. However, the formal bidding requirements and procedures set forth in Laguna Hills Municipal Code (LHMC) 3-08.090 may be waived at the discretion of the Purchasing Officer or by the City Council when any of the exceptions to the purchasing requirements listed in Section 3-08.110 apply.

FY 2018/2019 School Crossing Guard Agreement

June 26, 2018

Page 2

The procurement policies and procedures set forth in Sections 3-08.070, 3-08.080, 3-08.090 and 3-08.150 need not be followed, may be dispensed with, and are not applicable, irrespective of their estimated value, when the City Council or Purchasing Officer find and determine that one or more of the situations, purchases, procurements or contracts listed as exceptions in LPMC Section 3-08.110 apply. In this case, there are several reasons for which City staff recommends that the proposed School Crossing Guard Services Agreement for Fiscal Year 2018/2019 with All City Management Services Inc., be exempt from competitive formal bidding, which are based on the following applicable exceptions:

Section 3-08.110 (G) - *When the goods and supplies, equipment, materials, or nonprofessional services are available from a vendor who has been selected as the lowest bidder through a procurement with another local public agency or government entity using competitive bidding procedures substantially the same as or similar to those normally utilized by the city for the acquisition of such goods and supplies, equipment, materials, or services, and when the price offered to the city is substantially equivalent to that offered to the other public agency or government entity.*

Staff research has found that the City of Rancho Santa Margarita recently completed a competitive formal bidding process to provide continued school crossing guard services for a contracted period of three years using procedures substantially similar to those utilized by the City of Laguna Hills (*Reference: City of Rancho Santa Margarita - Notice Inviting Bids for School Crossing Guard Services, dated May 3, 2018, No. PS 18-001*). Formal bid proposals were recently received by Rancho Santa Margarita from only two qualified, prospective crossing guard service vendors. City staff is advised that, once again, All City Management Services Inc., was selected as the lowest responsive, responsible bidder for Rancho Santa Margarita to provide crossing guard services for a period of three years with an Hourly Billing Rate of \$16.59 in year one, \$18.04 in year two, and \$19.59 in year three. Therefore, All City Management Services Inc. will be recommended in Rancho Santa Margarita for contract award. Similarly, All City Management Services Inc., has now proposed a one year contract with the City of Laguna Hills at an Hourly Billing Rate of \$19.34 as set forth in the proposed contract attached hereto. The only other qualified vendor to participate in the formal bidding process with Rancho Santa Margarita submitted a proposal with substantially higher Hourly Billing Rates of \$26.34 in year one, \$28.42 in year two, and \$30.51 in year three. Based on the above findings, staff concludes All City Management Services Inc., will be selected by Rancho Santa Margarita as the lowest responsive, responsible bidder and has offered to provide substantially similar crossing guard services to the City of Laguna

Hills at a price substantially equivalent to that offered to the City of Rancho Santa Margarita.

Section 3-08.110 (I) - When an usual or unique situation exists, in that due to experience, specialized qualifications, particular expertise, performance history, and/or reputation, a particular company, vendor, consultant, or contractor is uniquely qualified for a particular task or project, which makes application of the requirements for competitive solicitation under this chapter contrary to either the intended purpose of the project or the public interest.

Staff research discovered All City Management Services Inc. (ACMS) provides comprehensive and on-going safety training to their employees. The ACMS training program consists of an initial orientation and issuance of an Employee Handbook for School Crossing Guards, "Quick Start Training", Site Evaluations, initial certification and annual re-certification training for each crossing guard. Supervisors provide instruction and guidance on proper crossing guard procedures at an actual intersection and require all ACMS crossing guards to successfully demonstrate their ability to control an actual intersection and utilize appropriate crossing guard procedures before allowing them to work independently at an intersection. Supervisors are required to conduct at least two on-site evaluations of each crossing guard per year to ensure adherence with proper procedures, discover any site related safety or performance issues, and institute corrective measures as needed. Crossing guards must also complete annual re-certification training and receive a passing score before being issued a certification card valid for 1 year. Staff research was unable to discover any reported safety concerns or complaints related to crossing guard services provided by ACMS to the City of Laguna Hills during its twenty-four consecutive years of providing these services to the City. ACMS employees have extensive knowledge and understanding of each of the six (6) crossing guard positions within the city. All City Management Services Inc. has provided crossing guard services for over 33 years, and currently administers over 260 programs in 25 states. Based on these findings, staff has determined that All City Management Services Inc. (ACMS), has consistently provided low cost, reliable, and satisfactory crossing guard services to the City for the last twenty-four years. Their personnel possess the experience, specialized qualifications, and expertise to perform crossing guard duties in an exceptional manner. Furthermore, their performance history in the City of Laguna Hills and long standing reputation as a quality, professional crossing guard services vendor make it uniquely suited and qualified for this Agreement.

FY 2018/2019 School Crossing Guard Agreement

June 26, 2018

Page 4

Section 3-08.110(E) – *When formal bidding is not likely to result in the lowest price.*

Based on the information provided herein, City staff has determined that engaging in formal competitive bidding at this time is not likely to result in a lower price than the proposal submitted to the City by All City Management.

Section 3-08.110(J) - *When, in the opinion of the City Council, it is determined that compliance with the procurement policies, procedures and/or requirements is not in the best interest of the city.*

Based on the information provided herein, City staff recommends that the City Council find and determine that compliance with the competitive formal bidding procedures and requirements is not in the best interest of the City at this time as such procedures are not likely to result in a lower price or better service quality than the proposal submitted to the City by All City Management.

FISCAL IMPACT:

The projected number of hours for crossing guard services this year, including summer school, is four thousand three hundred and twenty (4,320) hours. The contract cost for Fiscal Year 2018/2019 will not exceed eighty-three thousand five hundred forty-eight dollars and eighty cents (\$83,548.80) at a billing rate of \$19.34 per hour. There was an increase of 7.5% in this year's Agreement due to new increased minimum wage requirements for all employees.

ATTACHMENTS:

- Agreement
- Agreement Exhibit A

CONTRACT SERVICES AGREEMENT

All-City Management Services, Inc.
(Crossing Guard Services – FY 2018/19)

THIS CONTRACT SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this 1st day of July 2018, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as “City”), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter referred to as “Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need to retain the continued services of a qualified contractor equipped and specially trained in appropriate procedures for crossing pedestrians in designated marked crosswalks for general pedestrian safety within designated crosswalks in the City, including but not limited to school crossing areas (the “Project”).

B. Contractor has submitted to City a written proposal, dated March 20, 2018, to provide continued crossing guard services to City for the Project pursuant to the terms of this Agreement.

C. Contractor represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, specialized equipment, or technical expertise able to perform the work and services contracted for herein.

D. City desires to retain Contractor to provide such crossing guard services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor agrees to continue to provide and perform crossing guard services to City for the Project as described and as set forth in Contractor’s Proposal/Scope of Work, dated March 20, 2018, inclusive of Contractors Letter Proposal, Scope of Services, Client Worksheet 2018-2019, and Client Matrix, which is attached hereto as Exhibit “A” and is

Attachment: Agreement (1616 : FY 2018/2019 School Crossing Guard Agreement)

incorporated herein by reference (hereinafter collectively referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contractor’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by contractors in the same or similar discipline in the State of California. Contractor represents and warrants that it is skilled in the contract services discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Contractor’s signed, original March 20, 2018 proposal, inclusive of Contractors Letter Proposal, Scope of Services, Client Worksheet 2018-2019, and Client Matrix, submitted to the City (“Contractor’s Proposal”), which shall all be referred to collectively hereinafter as the “Contract Documents.” The Contractor’s Proposal, attached hereto as Exhibit “A,” is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Contractor’s Proposal.

1.3 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement

and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Contractor represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

1.6 Care of Work. Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor further acknowledges that City may have its own employees and/or other consultants or contractors perform the same or services similar to the services that are the subject of this Agreement, at City's sole discretion.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Eighty Three Thousand Five Hundred Forty Eight Dollars and Eighty Cents (\$83,548.80) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Contractor wishes to receive payment, no later than the tenth (10th) working day of such month, Contractor shall submit to the City, in a form approved by the City's Finance Manager, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Changes in Scope.

A. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees and/or charges. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

B. Notwithstanding the foregoing, the City shall have the right, at its sole discretion, to determine the hours and locations where and when such Services and Work shall be performed by Contractor. Toward this end, the Contract Officer is hereby authorized to modify, adjust, decrease or delete from, or otherwise revise the work schedule/crossing guard locations established and set forth in Contractor's Proposal/Scope of Work, attached hereto as Exhibit "A," at any time during the term of this Agreement due to scheduling needs, priorities, budget considerations, and/or other circumstances. The Contract Officer shall promptly notify Contractor in writing of such changes or modifications to the work schedule/crossing guard locations. Such changes or modifications to the work schedule/crossing guard locations shall not be considered a change in the Scope of Services and shall not require a written amendment to this Agreement, provided such changes or modifications do not result in increasing the level of service established in Contractor's Proposal/Scope of Work.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance (Exhibit "A").

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2018, and ending on June 30, 2019, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Baron Farwell, President/General Manager. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing

principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers'

compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this

section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly

upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

1. Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

2. Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants or Subcontractors. Contractor shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to

name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Contractor's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder.

7. **REPORTS AND RECORDS**

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such

access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Contractor reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Contractor represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. **MISCELLANEOUS PROVISIONS**

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City: City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2633

To Contractor: All City Management Services, Inc.
Attention: Baron Farwell, President/General Manager
10440 Pioneer Boulevard, Suite #5
Santa Fe Springs, California 90670
Telephone: (310) 202-8284
Facsimile: (310) 202-8325

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

Attachment: Agreement (1616 : FY 2018/2019 School Crossing Guard Agreement)

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 MELODY CARRUTH,
 Mayor of the City of Laguna Hills

ATTEST:

 (SEAL)
 MELISSA AU-YEUNG,
 Assistant to the City Manager/City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONTRACTOR”
All City Management Services, Inc.
 a California corporation

By: _____
 BARON FARWELL,
 President/General Manager

By: _____
 DEMETRA FARWELL,
 Secretary

Attachment: Agreement (1616 : FY 2018/2019 School Crossing Guard Agreement)

EXHIBIT “A”**CONTRACTOR’S PROPOSAL/ SCOPE OF WORK****DATED: MARCH 20, 2018****INCLUSIVE OF****CONTRACTOR’S LETTER PROPOSAL,****SCOPE OF SERVICES,****CLIENT MATRIX AND CLIENT WORKSHEET 2018-2019**

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES****Attachment: Agreement (1616 : FY 2018/2019 School Crossing Guard Agreement)**



ALL CITY MANAGEMENT SERVICES

March 20, 2018

Chief Roland Chacon
City of Laguna Hills
24035 El Toro Road
Laguna Hills CA 92653

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2018-2019 fiscal year.

As you may know California has mandated minimum wage increases for the next 4 years. Wages were just increased .50 cents in January of this year to \$11.00 per hour. Effective January 2019 minimum wages will increase another \$1.00 to \$12.00 per hour. Minimum wages are scheduled to increase \$1.00 for each of the subsequent 3 years to follow. For each dollar of wages we pay approximately .35 cents in taxes, fees and insurance.

To keep pace with these mandated increases we must request an increase in your billing rate from \$17.99 to \$19.34 for the 2018-2019 fiscal year. To facilitate the calculation of the annual program cost we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program based on the proposed price increase.

I would also like to take this opportunity to introduce you to our **Client Portal** accessed through our website (www.thecrossingguardcompany.com or www.acmssafety.com). Through our portal you have access to all the documents and information related to your Crossing Guard Program. This includes; Contracts, Amendments, Site Locations (powered Google Maps to see each site), General Liability Insurance Certificates and Workers Compensation Insurance Certificates. To request access the new portal please send an email to clients@acmssafety.com with the following information:

- Full Name
- Title
- Direct phone number

Once you submit the above information, you will receive an email from "WordPress" which has a link that will prompt you to setup a password. You will then have immediate access to the above referenced information.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information please contact me at (800) 540-9290. Take care.

Sincerely,

Demetra Farwell
Director of Administrative Services

"The Crossing Guard Company"

SCOPE OF SERVICES

1. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
2. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
3. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.
4. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.
5. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the designated schools in the City of Laguna Hills are in session as outlined in document titled "Client Matrix".
6. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The Contractor shall also provide all Crossing Guards with hand held Stop Signs and appropriate safety vest.
7. The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Nineteen Dollars and Thirty Four Cents (\$19.34) per hour, with a minimum of 4 hours, per day, per site. It is understood and agreed that the cost of providing Four Thousand, Three Hundred and Twenty (4,320) hours of service shall not exceed Eighty-Three Thousand, Five Hundred Forty-Eight Dollars and Eighty Cents (\$83,548.80).

Client Worksheet 2018-2019

Department: 3101

Billing Rate for 2018-2019: \$19.34

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

KEY:**Traditional Calendar:**

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Summer School

For schools with Summer School sessions use 19 days

Sites with traditional calendar:

		24		180		\$19.34	=	\$83,548.8
6	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Summer School Sites

No estimate for Summer School based on 2017

TOTAL PROJECTED HOURS**4320****TOTAL ANNUAL PROJECTED COST****\$83,548.8**



ALL CITY MANAGEMENT SERVICES

Client Matrix

CIRBO, KATHLEEN

WEI, JEFFREY

Ph: (949) 324-7031

3101

Laguna Hills, City of

1.1	Alicia/Wilkes Lomarena Elem.	949.581.1370	MON 7:35 AM - 8:20 AM 2:15 PM - 3:00 PM	TUE 7:35 AM - 8:20 AM 2:15 PM - 3:00 PM	WED 7:35 AM - 8:20 AM 1:05 PM - 1:50 PM	THU 7:35 AM - 8:20 AM 2:15 PM - 3:00 PM	FRI 7:35 AM - 8:20 AM 2:15 PM - 3:00 PM
	Saddleback Valley USD	Reg 4 Other 4					
1.2	Alicia/Wilkes Lomarena Elem.	949.581.1370	7:35 AM - 8:20 AM 2:15 PM - 3:00 PM	7:35 AM - 8:20 AM 2:15 PM - 3:00 PM	7:35 AM - 8:20 AM 1:05 PM - 1:50 PM	7:35 AM - 8:20 AM 2:15 PM - 3:00 PM	7:35 AM - 8:20 AM 2:15 PM - 3:00 PM
	Saddleback Valley USD	Reg 4 Other 4					
2	Earhart/Barents Lomarena Elem.	949.581.1370	7:40 AM - 8:25 AM 2:15 PM - 3:00 PM	7:40 AM - 8:25 AM 2:15 PM - 3:00 PM	7:40 AM - 8:25 AM 1:00 PM - 1:45 PM	7:40 AM - 8:25 AM 2:15 PM - 3:00 PM	7:40 AM - 8:25 AM 2:15 PM - 3:00 PM
	Saddleback Valley USD	Reg 4 Other 4					
3	Santa Victoria/Barbera San Joaquin Elem.	949.581.3450	7:20 AM - 8:10 AM 1:45 PM - 2:30 PM	7:20 AM - 8:10 AM 1:45 PM - 2:30 PM	7:20 AM - 8:10 AM 1:45 PM - 2:30 PM	7:20 AM - 8:10 AM 1:45 PM - 2:30 PM	7:20 AM - 8:10 AM 1:45 PM - 2:30 PM
	Saddleback Valley USD	Reg 4 Other 4					
4.1	La Paz/ Paseo De Valencia Valencia Elem.	949.830.3650	8:00 AM - 8:45 AM 2:15 PM - 3:00 PM	8:00 AM - 8:45 AM 2:15 PM - 3:00 PM	8:00 AM - 8:45 AM 2:15 PM - 3:00 PM	8:00 AM - 8:45 AM 2:15 PM - 3:00 PM	8:00 AM - 8:45 AM 2:15 PM - 3:00 PM
	Saddleback Valley USD	Reg 4 Other 4					
4.2	La Paz/Paseo De Valencia Valencia Elem.	949.830.3650	8:00 AM - 8:45 AM 2:15 PM - 3:00 PM	8:00 AM - 8:45 AM 2:15 PM - 3:00 PM	8:00 AM - 8:45 AM 2:15 PM - 3:00 PM	8:00 AM - 8:45 AM 2:15 PM - 3:00 PM	8:00 AM - 8:45 AM 2:15 PM - 3:00 PM
	Saddleback Valley USD	Reg 4 Other 4					



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Proposed Amendment No. 2 to Contractor Services Agreement with G2 Construction, Inc., for Catch Basin Debris Gate Manufacturing and Installation Services, Extending the Contract Term and Adjusting Compensation

RECOMMENDATION: That the City Council: 1) waive competitive formal bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3.08.090 with regard to approval of the proposed Amendment No. 2 to the Contractor Services Agreement for Catch Basin Debris Gate Manufacturing and Installation Services with G2 Construction, Inc., as it is hereby found and determined, pursuant to LHMC Section 3.08.110, that compliance is not in the City's best interest at this time based on the information presented herein by City staff; 2) reaffirm the sole-source procurement of Catch Basin Debris Gates from G2 Construction, Inc., as determined based upon the facts herein pursuant to LHMC Section 3.08.110 (A); 3) approve the proposed Amendment No. 2 to the Contractor Services Agreement for Catch Basin Debris Gate Manufacturing and Installation Services with G2 Construction, Inc., extending the term of the Agreement for an additional three years through June 30, 2021, and increasing the annual maximum contract amount to \$150,000; and 4) authorize the City Manager to execute the attached Amendment No. 2 to the Contractor Services Agreement with G2 Construction, Inc.

SUMMARY:

The City and G2 Construction Inc., previously entered into a Contractor Services Agreement for Catch Basin Debris Gate Manufacturing and Installation Services, which was entered into on May 22, 2012 (the "Agreement"). The Agreement requires the

Amendment No. 2 to Contractor Services Agreement with G2 Construction, Inc.

June 26, 2018

Page 2

Contractor to manufacture and install catch basin debris gates at multiple locations throughout the City based upon an anticipated seven (7) separate funding cycles from the Orange County Transportation Authority's ("OCTA") Measure M2 Environmental Cleanup Program, Tier 1 Grant Program, and in accordance with the Scope of Work. The Debris Gates manufactured by G2 Construction are a patented design made of high quality stainless steel requiring minimal maintenance which trap debris, litter and leaves from entering into the storm drain system. OCTA has now offered an eighth (8th) funding cycle for the environmental cleanup program and there may be potential future funding opportunities for additional funding cycles as well. The City has a need for the installation of additional debris gates on our remaining catch basins to meet the City's obligations under the National Pollution Discharge Elimination System Permits. Accordingly, it is necessary to extend the term and adjust the compensation in the Agreement to match the City's needs and expected available grant funding.

BACKGROUND:

The City and G2 Construction, Inc., ("Contractor") previously entered into a Contractor Services Agreement for Catch Basin Debris Gate Manufacturing and Installation Services, which was made and entered into on May 22, 2012 (the "Agreement"). The Agreement requires the Contractor to manufacture and install catch basin debris gates at multiple locations throughout the City based on an anticipated seven (7) separate funding cycles from the Orange County Transportation Authority's ("OCTA") Measure M2 Environmental Cleanup Program, Tier 1 Grant Program, and in accordance with the Scope of Work. OCTA has now offered an eighth (8th) funding cycle for the environmental cleanup program and there may be potential future funding opportunities for additional funding cycles as well. The City has a need for the installation of additional debris gates to meet the City's obligations under the National Pollution Discharge Elimination System Permits.

The City has utilized a sole-source procurement of the Catch Basin Debris Gates based upon a staff analysis provided in that certain staff report presented to the City Council on November 8, 2005, in which multiple alternative equipment options were evaluated. At that time, it was determined that the current Contractor provided the most appropriate and functional product for the intended purpose based upon specification, its unique design and patent, materials, initial cost, warranty, and maintenance needs. An update to this determination is provided later in this staff report.

Amendment No. 2 to Contractor Services Agreement with G2 Construction, Inc.

June 26, 2018

Page 3

Under Section 4.4 (Term) of the Agreement, the Contract Term is seven (7) years beginning July 1, 2011, and ending on June 30, 2018. The timeframe of the Contract Term is further separated into an "Initial Contract Term," which ran from July 1, 2011, through June 30, 2012, and six (6) "Subsequent Contract Terms," which run from July 1st through June 30th of each fiscal year thereafter. The Parties are currently in the Sixth (6th) Subsequent Contract Term from July 1, 2017, through June 30, 2018. Section 3.3 (Changes) and Section 10.3 (Amendment) of the Agreement provide that the Agreement may be amended, including the Scope of Work, at any time by mutual written consent of the Parties.

The City was previously awarded grant funds from OCTA for the Sixth (6th) Subsequent Contract Term in the amount of \$150,000, which was comprised of \$120,000 of OCTA Measure M funds and \$30,000 of City funds, as approved by the City Council on June 13, 2017. Section 3.1 (Compensation of Contractor) provides that the compensation for any services performed by Contractor in any of the Subsequent Contract Terms are not to exceed \$100,000 per year and are expressly contingent upon the City's receipt of further Project funding from OCTA and the issuance of a written task order by the City.

Due to the additional funding provided by OCTA, on February 27, 2018, the Parties approved and entered into Amendment No. 1 to the Agreement for purposes of increasing the compensation amount for the Sixth (6th) Subsequent Contract Term set forth in Section 3.1 of the Agreement from \$100,000 to \$165,000, which included a 10% contingency, consistent with available program funding.

The Parties now desire to enter into this Amendment No. 2 for the purpose of a) extending the term of the Agreement for one final three (3) year extension; b) providing for the purchase and installation of additional catch basin debris gates at multiple locations throughout the City based upon an anticipated Eighth (8th) Funding Cycle; c) providing for potential future opportunities for additional program funding through June 30, 2021; and d) increasing the maximum compensation for services performed by the Contractor during the remaining Subsequent Contract Terms from the current \$100,000 to \$150,000 per year, commensurate with available future funding.

Procurement Code

The bidding requirements and procedures set forth in Section 3.08.090 of the LHMC (Procurement Code) may be waived per Section 3.08.110 at the discretion of the Purchasing Officer or City Council, when any one or more of listed exemptions apply.

Amendment No. 2 to Contractor Services Agreement with G2 Construction, Inc.

June 26, 2018

Page 4

In this case, there are several provisions for which staff recommends that the Amendment No. 2 with G2 Construction, Inc., be exempt from competitive formal bidding, as follows:

3.08.110 (A) - When goods and supplies, equipment, materials, or contract services are of a unique, sole source nature because of their quality, durability, availability, or fitness for a particular use and are available only from one source. The Debris Gates provided by G2 Construction, Inc., are of the highest quality available, are of a unique and patented design, have long-term durability and low maintenance requirements. These Debris Gates have demonstrated success in the City of Laguna Hills and are provided at a competitive price.

3.08.110 (B) - When the goods and supplies, equipment, materials, or nonprofessional services are proprietary. A proprietary procurement is a procurement where the desired good or service must be restricted to one manufacturer because the good or service is compatible with or is an integral component of existing equipment or products, is necessary to support a specific need of a program, is covered by patent or copyright, must yield absolute continuity of results, or is one with which a user has extensive experience and the use of any other similar good or service would require considerable reorientation and training. The Debris Gates manufactured by G2 Construction, Inc., are patented and of a unique and highly effective design. Changing manufacturers would be harmful to the continuity of the installations and, when needed, their maintenance. Staff has reviewed alternative available open market devices intended to function as a debris gate and determined they are less effective and would require additional resources to utilize.

In 2015, the County of Orange completed a procurement process through which they issued a Request for Proposal (RFP# 080-P08019) for companies to provide devices to reduce pollutants from entering into the storm drain system. They entered into contracts with five different vendors as of March 10, 2015, for a period of five years. The contract documents read, in part, "In concert with the M2 Grant Program, this Scope of Work is designed to assemble a panel of Contractors to achieve economies of scale on a list of fixed unit prices for the purchase and installation of equipment and devices designed to remove litter, debris, and other water quality pollutants, herein referred to as "Stormwater Treatment Devices." Selected Contractors will be part of a Master Agreement between the County of Orange and OCTA that will allow municipalities to select from a listing of Contractors to provide, supply, fabricate, construct, deliver, and

install Stormwater Treatment Devices. Agencies wishing to use the Master Agreement may purchase BMPs with M2 grant monies or any other funding source.”

Staff has reviewed the five vendors’ products for use in the City of Laguna Hills. Three of the vendors provide one form or another of a screen or basket that is internally installed in the catch basin. These devices have very frequent maintenance requirements at a high cost. The City of Laguna Hills experimented with trash collection baskets circa 2004 and determined they were very labor intensive to maintain and not particularly effective. All of the previously installed baskets were eventually removed. Based upon this experience and costs, the use of screens or baskets is rejected.

The two remaining vendors include G2 Construction, Inc., and another vendor with a “Catch Basin Debris Gate” product referred to here as a “side mounted swing gate.” Staff has reviewed the side mounted swing gate for its effectiveness and maintenance requirements. The side mounted swing gate is subject to being pushed open without regard to water flow, allowing debris to enter the storm drain system, and, for this reason, it is not compatible with it being cleaned by the action of a street sweeper brush, the least costly maintenance procedure. This will result in less effectiveness as compared with the G2 Construction, Inc. debris gate for limiting pollutants from entering the storm drain system. And the side mounted swing gate is inconsistent with the existing installations which will require a different and more costly procedure for maintenance.

3.08.110 (F) - When a specific make, model, or brand is necessary to match existing city equipment or to facilitate the continuity of effective maintenance and support. To date, under the current Contractor Services Agreement, G2 Construction, Inc., has installed 1,900 of their patented Debris Gate units on 485 catch basins. The City has approximately 567 catch basins throughout the City, with only 82 catch basins remaining without Debris Gates. It is necessary to match existing installations for the remainder of the catch basins in order to maintain consistent quality, functionality, warranty and maintenance requirements.

Staff recommends the reaffirmation of the sole-source procurement of the Catch Basin Debris Gates manufactured and installed by G2 Construction, Inc. The basis for this recommendation, similar to the analysis provided to the City Council per that certain staff report for the meeting of November 8, 2005, is based upon a current new review of mechanisms available to reduce pollutants from entering the storm drain system, as

Amendment No. 2 to Contractor Services Agreement with G2 Construction, Inc.

June 26, 2018

Page 6

required by the NPDES permits, that are effective, are of high quality, require limited maintenance and are compatible with existing installations.

FISCAL IMPACT:

Amendment No. 2 will provide an additional three-year term and up to \$150,000 of compensation for each year of the award of OCTA grant funding for Debris Gates. No compensation will be provided to G2 Construction, Inc., unless grant funding is provided by OCTA.

ATTACHMENTS:

- LH - 2018 Amendment No. 2 to G2 Construction Contractor Services Agreement
- Exhibit 1 G2 - Laguna Hill Contract Extension

AMENDMENT NO. 2
TO CONTRACTOR SERVICES AGREEMENT
Catch Basin Debris Gate Manufacturing and Installation Services
G2 Construction, Inc.

THIS SECOND AMENDMENT to the Contractor Services Agreement for Catch Basin Debris Gate Manufacturing and Installation Services (the “Amendment”) is made and entered into to be effective the 26th day of June 2018, by and between the CITY OF LAGUNA HILLS, a California general law city organized and existing under the laws of the State of California (hereinafter referred to as “City”), and G2 CONSTRUCTION, INC., a California Corporation (hereinafter referred to as “Contractor”).

RECITALS

A. City and Contractor previously entered into that certain Contractor Services Agreement for Catch Basin Debris Gate Manufacturing and Installation Services, which was made and entered into on May 22, 2012 (the “Agreement”). The Agreement requires the Contractor to manufacture and install catch basin debris gates at multiple locations throughout the City based on upon an anticipated seven (7) separate funding cycles from the Orange County Transportation Authority’s (“OCTA”) Measure M2 Environmental Cleanup Program, Tier 1 Grant Program, and in accordance with the Scope of Work.

B. Under Section 4.4 (Term) of the Agreement, the Contract Term is seven (7) years beginning July 1, 2011 and ending on June 30, 2018. The timeframe of the Contract Term is further separated into an “Initial Contract Term,” which ran from July 1, 2011 through June 30, 2012, and six (6) “Subsequent Contract Terms,” which run from July 1st through June 30th of each fiscal year thereafter. The Parties are currently in the Sixth (6th) Subsequent Contract Term from July 1, 2017 through June 30, 2018. Section 3.3 (Changes) and Section 10.3 (Amendment) of the Agreement provide that the Agreement may be amended, including the Scope of Work, at any time by mutual written consent of the Parties.

C. The City was previously awarded grant funds from OCTA for the Sixth (6th) Subsequent Contract Term in the amount of \$150,000, which was comprised of \$120,000 of OCTA Measure M funds and \$30,000 of City funds, as approved by the City Council on June 13, 2017. Section 3.1 (Compensation of Contractor) provides that the compensation for any services performed by Contractor in any of the Subsequent Contract Terms are not to exceed \$100,000 per year and are expressly contingent upon the City’s receipt of further Project funding from OCTA and the issuance of a written task order by the City.

D. On February 27, 2018, the Parties approved and entered into Amendment No. 1 to the Agreement for purposes of increasing the compensation amount for the Sixth (6th) Subsequent Contract Term set forth in Section 3.1 of the Agreement from \$100,000 to \$165,000, which included a 10% contingency, consistent with available program funding.

E. The City has a need for the installation of additional debris gates to meet the City's obligations under the National Pollution Discharge Elimination System Permits and OCTA is now offering additional funding cycles allowing the City to apply for additional grant funding for this purpose.

F. OCTA has now offered an eighth (8th) funding cycle for the environmental cleanup program and there may be potential future funding opportunities for additional funding cycles as well.

G. Therefore, the Parties now desire to enter into this Amendment No. 2 for the purpose of a) extending the term of the Agreement for one final three (3) year extension, b) providing for the purchase and installation of additional catch basin debris gates at multiple locations throughout the City based upon an anticipated Eighth (8th) Funding Cycle, c) providing for potential future opportunities for additional program funding through June 30, 2021, and d) increasing the maximum compensation for services performed by the Contractor during the remaining Subsequent Contract Terms from the current \$100,000 to \$150,000 per year, commensurate with available future funding.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 1.1, entitled "Scope of Services," of the Agreement. Section 1.1 of the Agreement is hereby amended as follows:

Section 1.1 of the Agreement is hereby amended to modify the "Services" or "Work", as defined in the Agreement, to also include the purchase and installation of additional catch basin debris gates at multiple locations throughout the City based upon the approval of funding from OCTA's Measure M2 Environmental Cleanup Program Tier 1 Grant Program for street maintenance purposes as described and as set forth in Contractor's Proposal/Quote, Scope of Services/Work, and Schedule of Fees and Production Schedule, dated June 1, 2018, a copy of which is attached to this Amendment No. 2 as Exhibit "1" and is incorporated herein by reference and is hereby made a part of Exhibit "A" to the Agreement.

2. Amendment to Section 3.1, entitled "Compensation of Contractor," of the Agreement. Section 3.1 of the Agreement is hereby amended as follows:

During the remaining Subsequent Contract Terms from July 1, 2018 through June 30, 2021 (i.e., for anticipated Eighth (8th), Ninth (9th) and Tenth (10th) OCTA Funding Cycles), the maximum compensation for services performed by the Contractor shall not exceed \$150,000 per year.

3. Amendment to Section 4.4, entitled "Term," of the Agreement. Section 4.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

“4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for ten (10) years commencing on July 1, 2011, and ending on June 30, 2021 (the “Contract Term”). This timeframe shall be separated into the “Initial Contract Term,” which shall run from July 1, 2011 through June 30, 2012, and nine (9) “Subsequent Contract Terms” which shall thereafter run from July 1st through June 30th of each fiscal year thereafter. This Agreement shall be in full force and effect through June 30, 2021, and shall expire on that date.”

4. Amendment to Section 7.6, entitled “Prevailing Wages,” of the Agreement. Section 7.6 of the Agreement is hereby amended and restated in its entirety to read as follows:

“7.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

A. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.

B. Contractor shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

C. Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

D. Pursuant to California Labor Code Section 1771.4, Contractor’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and

furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

E. Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

F. Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

G. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (See, e.g., Cal. Labor Code §1815.)

H. Pursuant to California Labor Code Sections 1860 and 3700, Contractor will be required to secure the payment of compensation to its employees. By signing this Agreement, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

I. Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an

unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

5. Full Force and Effect. This Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
6. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
7. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment to the Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 DONALD J. WHITE,
 City Manager

ATTEST:

 (SEAL)
 MELISSA AU-YEUNG,
 Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONTRACTOR”
G2 Construction, Inc. a California
 corporation

By: _____
 John R. Alvarado, President

EXHIBIT “1”

CONTRACTOR’S PROPOSAL/QUOTE

AND

SCOPE OF SERVICES/WORK

DATED: JUNE 1, 2018

INCLUDING,

SCHEDULE OF FEES AND PRODUCTION SCHEDULE



DBE & MBE Certified
CA Lic. # 801253 – A, C8, C60

1352 E. Borchard Ave.
Santa Ana, CA 92705
www.g2construction.com
714.748.4242

3.9.b

June 1, 2018

Kenneth Rosenfield
Assistant City Manager/ Public Services Director
Laguna Hills, CA 92653

Re: Proposal for Additional Scope of Work, Time Extension and Compensation Change to Contractor Services Agreement with G2 Construction, Inc., for installation of Debris Gate

Dear Mr. Rosenfield,

G2 Construction (G2) requests that our current Contractor Services Agreement with the City be extended for Three or more years, to the maximum possible.

The City and G2 have submitted a grant proposal to OCTA's Environmental Cleanup Program for \$125,000 for G2 to install our stainless steel trash and debris screens at City catch basins. There is a good chance the City will be awarded this grant later this year.

G2's Scope of work for this year's project phase includes fabricating and installing our CPS full-capture connector pipe screens and ARS curb-opening debris screens to assist the City to keep the community in compliance with current NPDES regulations. Our project includes prevailing wage rates for installers and support crew in the field.

G2's Fee will be equal to this year's OCTA proposal, which is \$125,000 for this proposed phase VIII Scope of Work. Future phases will be supported by future proposals.

We hereby submit the attached Proposal/ Quote, Scope of Services/ Work, and Schedule of Fees and Production Schedule. We make this extension request because G2 and the City have had a longstanding excellent working relationship that has greatly enhanced the City's storm water quality, and we'd like to continue to provide our proprietary stormwater products to the City.

If you have any questions, please contact me at (714) 448-8080 or Eric Taylor at (714) 679-2550.

Sincerely,

John R. Alvarado, President
G2 Construction, Inc.

Attachments: Scope of Work, Production Schedule, Fee Proposal

Attachment: Exhibit 1 G2 - Laguna Hill Contract Extension (1600 : Amendment No. 2 to Contractor Services Agreement with G2 Construction,

Scope of Work

CATCH BASIN RETROFIT
CPS & ARS SCREEN PROJECT

SCOPE OF WORK

G2 Construction (G2) proposes to install CPS and ARS in two areas of the city. First, we will install 37 CPS inside catch basins (CBs) in the commercial and industrial area in the Northwest, and the arterial transportation routes to and from this high traffic area. This area drains to the Newport Bay watershed and covers approximately 375 acres of priority land use that drains to city catch basins. Critical arterial roadways includes Lake Forest Road (both East and West of Irvine Center Dr. / Moulton Parkway), Del Lago Dr., Ridge Route Dr., and Mill Creek Dr. These targeted CPS locations have the greatest chance to reduce transportation related pollution from entering receiving water and impacting Orange County's surface and groundwater systems.

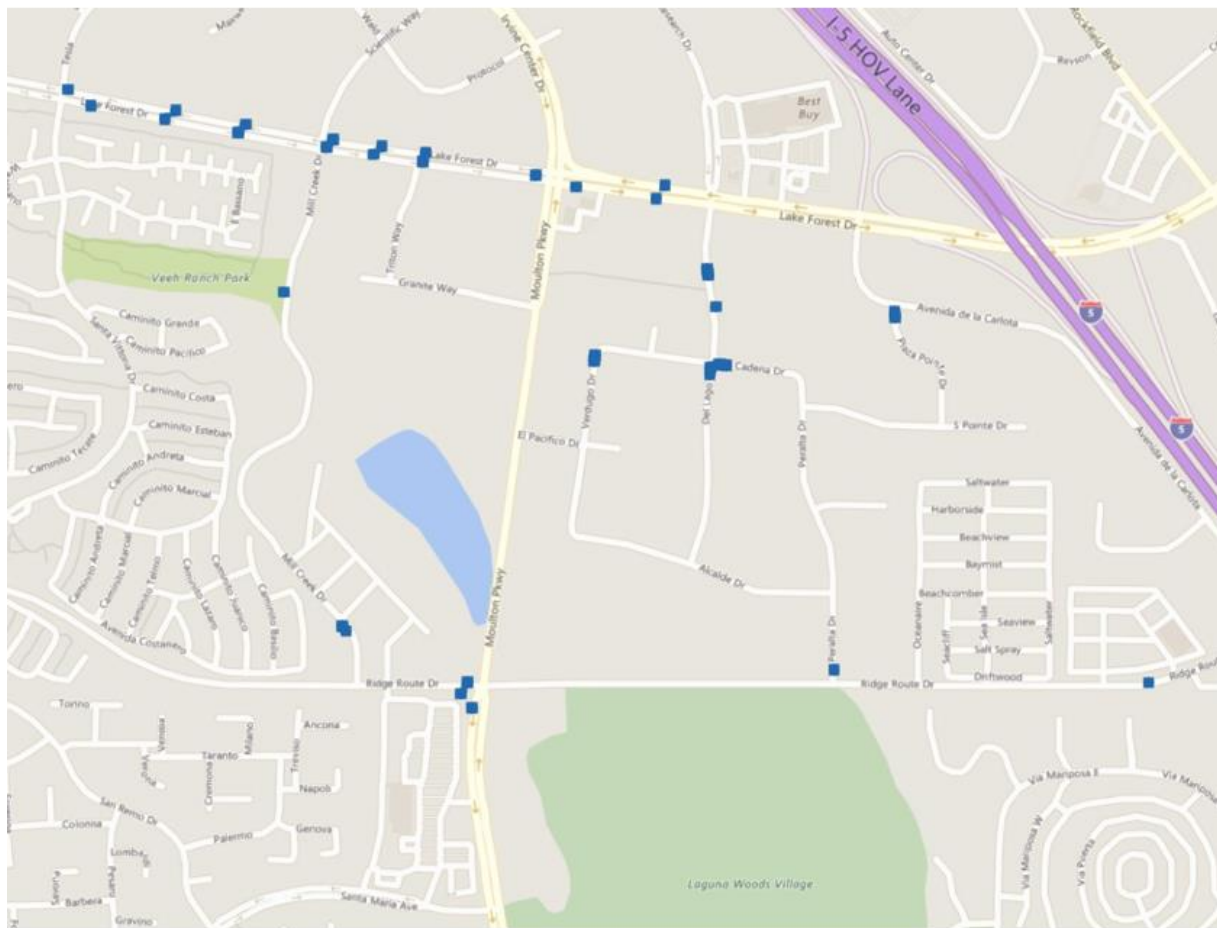
Second, we will install ARS to stop trash, debris, and pollutants from ever entering our catch basins in the central part of the city. The 34 catch basins selected for this project drain to the Aliso Creek watershed and range from 3.5' to 28' wide curb openings.

The installation of CPS screens behind the ARS devices will make them "full-capture" compliant and meet the State trash regulations. The ARS screens stop 75-95% of the trash and debris from entering the CBs, and this allows the 5mm perforated CPS to capture all of the remaining trash. The CPS screens are more effective after the ARS screens have stopped the bulk of trash and debris. This two BMP system is extremely effective, and an excellent value.

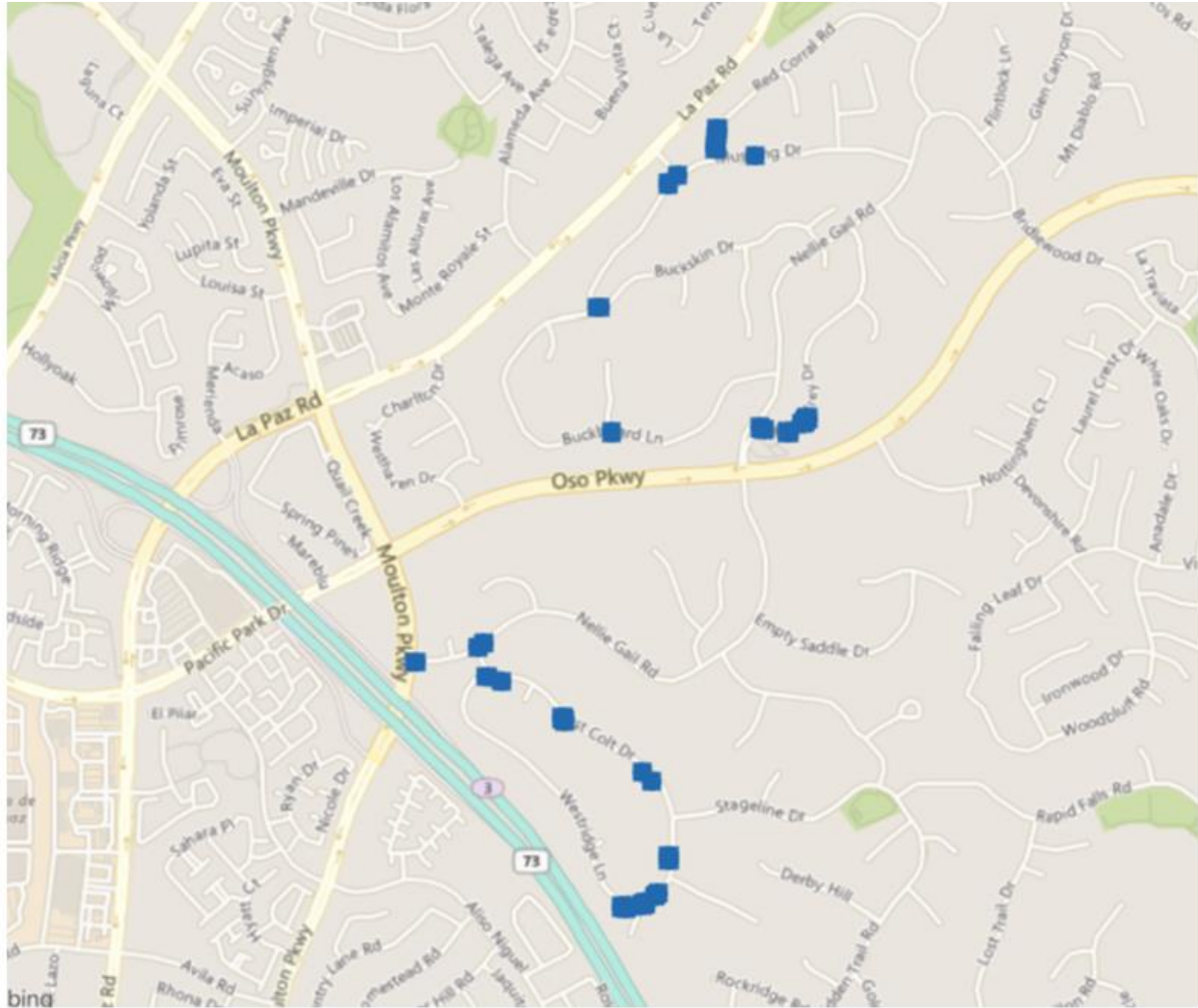
The proposed CPS and ARS and project is the most effective solution for stopping the most visible forms of pollutants from entering the storm water system. Installation of these catch basin screens is the most cost effective method for preventing visible trash from traveling downstream. This enables the City to continue installing and maintaining these devices in the future.

Please see the attached two maps depicting the locations of the work.

**City of Laguna Hills
CPS Targets
Area 1**



City of Laguna Hills ARS Targets Area 2





DBE, MBE & SBE Certified

Lic. #801253 - A, C8, C60
 1352 E. Borchard Ave.
 Santa Ana, CA 92705
 714.748.4242

SCOPE OF WORK DETAIL

Customer: **City of Laguna Hills**

24035 El Toro Dr.
 Laguna Hills, CA 92653

Prepared: 6/1/2018

Contact: Ken Rosenfield, P.E.

Assistant City Manager/Public Services Director
 949.707.2655 <krosenfield@lagunahillscs.gov>

By: Eric H. Taylor

714.679.2550
 etaylor@G2Construction.com

Eric H. Taylor

Contact: Vince Cardona

949-707-2653
 vcardona@lagunahillscs.gov

DESCRIPTION

G2 proposes to install CPS-Mod™ full-capture screens in 37 catch basins located in commercial and industrial area in the north west area of the City. G2 will also install 171 ARS CL12™ curb-opening screens in 34 CBs located in the central part of the City. Per the below list.

Products and services included custom fabrication and installation of G2's CPS-Mod™ and ARS-CL12™ devices made of stainless steel (approved for OCTA ECP Tier 1 funding) . Plus warranty.

Count	CB ID#	STREET NAME / relationship to X-ST	CROSS STREET	Side	Approx. W (ft)	Est. DP size	CPS Screens	G2 Model
1	50	Del Lago 325' N/O	La Cadena	E/S	14'	24"	1	G2-CPS-24dp
2	53	Del Lago 50' S/O	La Cadena	E/S	7'	18"	1	G2-CPS-18dp
3	52	Del Lago 50' S/O	La Cadena	W/S	7'	18"	1	G2-CPS-18dp
4	57	Del Lago 520' N/O	La Cadena	E/S	3.5'	18"	1	G2-CPS-18dp
5	51	Del Lago 520' N/O	La Cadena	W/S	3.5'	18"	1	G2-CPS-18dp
6	55	La Cadena 20' E/O	Del Lago	N/S	21'	30"	1	G2-CPS-30dp
7	54	La Cadena 20' E/O	Del Lago	S/S	7'	18"	1	G2-CPS-18dp
8	76	Ridge Route 20' W/O	Moulton Pkwy	S/S	14'	24"	1	G2-CPS-24dp
9	77	Ridge Route 40' W/O	Moulton Pkwy	N/S	14'	24"	1	G2-CPS-24dp
10	74	Ridge Route 600' W/O	Avd Carlota	N/S	14'	24"	1	G2-CPS-24dp
11	6	Lake Forest 1025' W/O	Moulton Pkwy	N/S	12'	24"	1	G2-CPS-24dp
12	9	Lake Forest 250' W/O	Research	N/S	7'	18"	1	G2-CPS-18dp
13	2	Lake Forest 40' E/O	Tesla	N/S	12'	24"	1	G2-CPS-24dp

14	5	Lake Forest 40' E/O	Scientific	N/S	7'	18"	1	G2-CPS-18dp
15	4	Lake Forest 430' W/O	Scientific	N/S	12'	24"	1	G2-CPS-24dp
16	11/526	Lake Forest 450' E/O	Moulton Pkwy	S/S	3.5'	18"	1	G2-CPS-18dp
17	530	Lake Forest 60' W/O	Moulton Pkwy (center	M	3.5'	18"	1	G2-CPS-18dp
18	534	Lake Forest 60' E/O	Moulton Pkwy (center	M	3.5'	18"	1	G2-CPS-18dp
19	7	Lake Forest 740' W/O	Moulton Pkwy	N/S	12'	24"	1	G2-CPS-24dp
20	3	Lake Forest 880' W/O	Scientific	N/S	12'	24"	1	G2-CPS-24dp
21	16	Lake Forest Dr 1100' E/O	Santa Vittoria	S/S	7'	18"	1	G2-CPS-18dp
22	18	Lake Forest Dr 200' E/O	Santa Vittoria	S/S	7'	18"	1	G2-CPS-18dp
23	14	Lake Forest Dr 300' E/O	Mill Creek	S/S	7'	18"	1	G2-CPS-18dp
24	15	Lake Forest Dr 40' E/O	Mill Creek	S/S	7'	18"	1	G2-CPS-18dp
25	13	Lake Forest Dr 40' E/O	Triton Way	S/S	7'	18"	1	G2-CPS-18dp
26	17/586	Lake Forest Dr 650' E/O	Santa Vittoria	S/S	10'	24"	1	G2-CPS-24dp
27	44	Mill Creek 350' N/O	Ridge Route	E/S	7'	18"	1	G2-CPS-18dp
28	43	Mill Creek 350' N/O	Ridge Route	W/S	7'	18"	1	G2-CPS-18dp
29	42	Mill Creek 650' S/O	Lake Forest Dr	W/S	14'	24"	1	G2-CPS-24dp
30	594	Moulton Pkwy 60' S/O	Ridge Route	W/S	14'	24"	1	G2-CPS-24dp
31	80	Peralta 20' N/O	Ridge Route	E/S	3.5'	18"	1	G2-CPS-18dp
32	60	Plaza Pointe 40' S/O	Avd Carlota	E/S	7'	18"	1	G2-CPS-18dp
33	59/628	Plaza Pointe 40' S/O	Avd Carlota	W/S	7'	18"	1	G2-CPS-18dp
34	79	Verdugo 30' S/O	La Cadena	W/S	7'	18"	1	G2-CPS-18dp
35	78	Verdugo 30' S/O	La Cadena	E/S	7'	18"	1	G2-CPS-18dp
36		CommerCentre 23501	Avd Carlota	N/S	7"	24"	1	G2-CPS-24dp
37		Ridge Route 23641	Avd Carlota	N/S	7"	24"	1	G2-CPS-24dp
CPS Screens 37								
ARS Installations								
Count	CB ID#	STREET NAME / relationship to X-ST	CROSS STREET	Side	Approx. W (ft)		ARS Screens	G2 Model
1	426	Dapple Grey 450' E/O	Nellie Gail Rd	N/S	14'		4	G2-ARS-14x
2	427	Dapple Grey 30' E/O	Nellie Gail Rd	N/S	3.5'		1	G2-ARS-03.5
3	428	Dapple Grey 425' E/O	Nellie Gail Rd	S/S	14'		4	G2-ARS-14x
4	429	Dapple Grey 400' E/O	Nellie Gail Rd	S/S	14'		4	G2-ARS-14x
5	430	Dapple Grey 400' E/O	Nellie Gail Rd	N/S	14'		4	G2-ARS-14x
6	431	Dapple Grey 250' E/O	Nellie Gail Rd	N/S	14'		4	G2-ARS-14x
7	432	Dapple Grey 30' E/O	Nellie Gail Rd	S/S	14'		4	G2-ARS-14x
8	436	Buckboard 20' E/O	Stetson	N/S	14'		4	G2-ARS-14x
9	449	Mustang 25062 E/O	Appaloosa	S/S	14'		4	G2-ARS-14x
10	450	Mustang 25082 E/O	Appaloosa	S/S	7'		2	G2-ARS-07
11	453	Mustang 25192 E/O	Appaloosa	S/S	21'		6	G2-ARS-21x
12	454	Buckskin 24952 S/O	Mustang	W/S	28'		8	G2-ARS-28x
13	455	Buckskin 20' S/O	Mustang	E/S	28'		8	G2-ARS-28x

14	460	Red Coral 20' N/O	Mustang	E/S	21'		6	G2-ARS-21x
15	461	Red Coral 10' N/O	Mustang	W/S	28'		8	G2-ARS-28x
16	462	Red Coral 120' N/O	Mustang	E/S	21'		6	G2-ARS-21x
17	463	Red Coral 125' N/O	Mustang	E/S	21'		6	G2-ARS-21x
18	496	Lost Colt 27062	Westridge	N/S	21'		6	G2-ARS-21x
19	497	Lost Colt 27061	Westridge	S/S	21'		6	G2-ARS-21x
20	498	Lost Colt 27071	Westridge	S/S	14'		4	G2-ARS-14x
21	499	Lost Colt 27132	Stage Line	S/S	24'		8	G2-ARS-28x
22	500	Lost Colt 27131	Stage Line	N/S	24'		8	G2-ARS-28x
23	501	Lost Colt 27212	Stage Line	N/S	14'		4	G2-ARS-14x
24	502	Lost Colt 27222	Westridge	N/S	14'		4	G2-ARS-14x
25	503	Lost Colt 27231	Westridge	S/S	24'		8	G2-ARS-28x
26	510	Lost Colt 27382 A/F	Blackhorse	W/S	10'		2	G2-ARS-10
27	511	Lost Colt 100' E/O	Maverick	S/S	7'		2	G2-ARS-07
28	512	Lost Colt 60' E/O	Maverick	S/S	14'		4	G2-ARS-14x
29	513	Westridge 20' W/O	Maverick	S/S	21'		6	G2-ARS-21x
30	514	Lost Colt 27382	Blackhorse	E/S	14'		4	G2-ARS-14x
31	515	Westridge 60' W/O	Maverick	N/S	21'		6	G2-ARS-21x
32	604	Nellie Gail Rd 40' E/O	Moulton Pkwy	N/S	14'		4	G2-ARS-14x
33	383	Nellie Gail Rd 70' E/O	Lost Colt	S/S	21'		6	G2-ARS-21x
34	606	Nellie Gail Rd 100' E/O	Lost Colt	N/S	21'		6	G2-ARS-21x

ARS Screens 171

Production Schedule



Lic. #801253 - A, C8, C60

1352 E. Borchard Ave.
Santa Ana, CA 92705
714.748.4242
info@g2construction.com

Production Schedule

City of Laguna Hills 2018-19 OCTA Measure M2 ECP, Tier 1 June 1, 2018

Action	Start Date
1. Evaluate all catch basins and take detailed measurements.	12/17/18
2. Fabricate custom CPS Mod™ and ARS CL12™	12/17/18
3. Install custom fitted CPS Mod™ and ARS CL12™	01/03/19
4. Inspection and sign-off	01/24/19

Schedule of Fees



DBE, MBE & SBE Certified

Lic. #801253 - A, C8, C60
 1352 E. Borchard Ave.
 Santa Ana, CA 92705
 714.748.4242

FEE PROPOSAL

Customer: **City of Laguna Hills**
 24035 El Toro Dr.
 Laguna Hills, CA 92653

Prepared: 6/1/2018

Contact: Ken Rosenfield, P.E.
 Assistant City Manager/Public Services Director
 949.707.2655 <krosenfield@lagunahillsca.gov>

By: Eric H. Taylor
 714.679.2550
 etaylor@G2Construction.com

Eric H. Taylor

Contact: Vince Cardona
 949-707-2653
 vcardona@lagunahillsca.gov

DESCRIPTION

G2 proposes to install CPS-Mod™ full-capture screens in 37 catch basins located in commercial and industrial area in the north west area of the City. G2 will also install 171 ARS CL12™ curb-opening screens in 34 CBs located in the central part of the City. Per the below list.

Products and services included custom fabrication and installation of G2's CPS-Mod™ and ARS-CL12™ devices made of stainless steel (approved for OCTA ECP Tier 1 funding) . Plus warranty.

Count	CB ID#	STREET NAME / relationship to X-ST	CROSS STREET	Side	Approx. W (ft)	Est. DP size	CPS Screens	G2 Model	Price
1	50	Del Lago 325' N/O	La Cadena	E/S	14'	24"	1	G2-CPS-24dp	\$750
2	53	Del Lago 50' S/O	La Cadena	E/S	7'	18"	1	G2-CPS-18dp	\$630
3	52	Del Lago 50' S/O	La Cadena	W/S	7'	18"	1	G2-CPS-18dp	\$630
4	57	Del Lago 520' N/O	La Cadena	E/S	3.5'	18"	1	G2-CPS-18dp	\$630
5	51	Del Lago 520' N/O	La Cadena	W/S	3.5'	18"	1	G2-CPS-18dp	\$630
6	55	La Cadena 20' E/O	Del Lago	N/S	21'	30"	1	G2-CPS-30dp	\$870
7	54	La Cadena 20' E/O	Del Lago	S/S	7'	18"	1	G2-CPS-18dp	\$630
8	76	Ridge Route 20' W/O	Moulton Pkwy	S/S	14'	24"	1	G2-CPS-24dp	\$750
9	77	Ridge Route 40' W/O	Moulton Pkwy	N/S	14'	24"	1	G2-CPS-24dp	\$750
10	74	Ridge Route 600' W/O	Avd Carlota	N/S	14'	24"	1	G2-CPS-24dp	\$750
11	6	Lake Forest 1025' W/O	Moulton Pkwy	N/S	12'	24"	1	G2-CPS-24dp	\$750
12	9	Lake Forest 250' W/O	Research	N/S	7'	18"	1	G2-CPS-18dp	\$630
13	2	Lake Forest 40' E/O	Tesla	N/S	12'	24"	1	G2-CPS-24dp	\$750
14	5	Lake Forest 40' E/O	Scientific	N/S	7'	18"	1	G2-CPS-18dp	\$630
15	4	Lake Forest 430' W/O	Scientific	N/S	12'	24"	1	G2-CPS-24dp	\$750
16	11/526	Lake Forest 450' E/O	Moulton Pkwy	S/S	3.5'	18"	1	G2-CPS-18dp	\$630

17	530	Lake Forest 60' W/O	Moulton Pkwy (center	M	3.5'	18"	1	G2-CPS-18dp	\$630
18	534	Lake Forest 60' E/O	Moulton Pkwy (center	M	3.5'	18"	1	G2-CPS-18dp	\$630
19	7	Lake Forest 740' W/O	Moulton Pkwy	N/S	12'	24"	1	G2-CPS-24dp	\$750
20	3	Lake Forest 880' W/O	Scientific	N/S	12'	24"	1	G2-CPS-24dp	\$750
21	16	Lake Forest Dr 1100' E/O	Santa Vittoria	S/S	7'	18"	1	G2-CPS-18dp	\$630
22	18	Lake Forest Dr 200' E/O	Santa Vittoria	S/S	7'	18"	1	G2-CPS-18dp	\$630
23	14	Lake Forest Dr 300' E/O	Mill Creek	S/S	7'	18"	1	G2-CPS-18dp	\$630
24	15	Lake Forest Dr 40' E/O	Mill Creek	S/S	7'	18"	1	G2-CPS-18dp	\$630
25	13	Lake Forest Dr 40' E/O	Triton Way	S/S	7'	18"	1	G2-CPS-18dp	\$630
26	17/586	Lake Forest Dr 650' E/O	Santa Vittoria	S/S	10'	24"	1	G2-CPS-24dp	\$750
27	44	Mill Creek 350' N/O	Ridge Route	E/S	7'	18"	1	G2-CPS-18dp	\$630
28	43	Mill Creek 350' N/O	Ridge Route	W/S	7'	18"	1	G2-CPS-18dp	\$630
29	42	Mill Creek 650' S/O	Lake Forest Dr	W/S	14'	24"	1	G2-CPS-24dp	\$750
30	594	Moulton Pkwy 60' S/O	Ridge Route	W/S	14'	24"	1	G2-CPS-24dp	\$750
31	80	Peralta 20' N/O	Ridge Route	E/S	3.5'	18"	1	G2-CPS-18dp	\$630
32	60	Plaza Pointe 40' S/O	Avd Carlota	E/S	7'	18"	1	G2-CPS-18dp	\$630
33	59/628	Plaza Pointe 40' S/O	Avd Carlota	W/S	7'	18"	1	G2-CPS-18dp	\$630
34	79	Verdugo 30' S/O	La Cadena	W/S	7'	18"	1	G2-CPS-18dp	\$630
35	78	Verdugo 30' S/O	La Cadena	E/S	7'	18"	1	G2-CPS-18dp	\$630
36		CommerCentre 23501	Avd Carlota	N/S	7"	24"	1	G2-CPS-24dp	\$750
37		Ridge Route 23641	Avd Carlota	N/S	7"	24"	1	G2-CPS-24dp	\$750

CPS Screens 37

ARS Installations

Count	CB ID#	STREET NAME / relationship to X-ST	CROSS STREET	Side	Approx. W (ft)		ARS Screens	G2 Model	Price
1	426	Dapple Grey 450' E/O	Nellie Gail Rd	N/S	14'		4	G2-ARS-14x	\$2,003
2	427	Dapple Grey 30' E/O	Nellie Gail Rd	N/S	3.5'		1	G2-ARS-03.5	\$598
3	428	Dapple Grey 425' E/O	Nellie Gail Rd	S/S	14'		4	G2-ARS-14x	\$2,003
4	429	Dapple Grey 400' E/O	Nellie Gail Rd	S/S	14'		4	G2-ARS-14x	\$2,003
5	430	Dapple Grey 400' E/O	Nellie Gail Rd	N/S	14'		4	G2-ARS-14x	\$2,003
6	431	Dapple Grey 250' E/O	Nellie Gail Rd	N/S	14'		4	G2-ARS-14x	\$2,003
7	432	Dapple Grey 30' E/O	Nellie Gail Rd	S/S	14'		4	G2-ARS-14x	\$2,003
8	436	Buckboard 20' E/O	Stetson	N/S	14'		4	G2-ARS-14x	\$2,003
9	449	Mustang 25062 E/O	Appaloosa	S/S	14'		4	G2-ARS-14x	\$2,003
10	450	Mustang 25082 E/O	Appaloosa	S/S	7'		2	G2-ARS-07	\$1,115
11	453	Mustang 25192 E/O	Appaloosa	S/S	21'		6	G2-ARS-21x	\$3,191
12	454	Buckskin 24952 S/O	Mustang	W/S	28'		8	G2-ARS-28x	\$3,911
13	455	Buckskin 20' S/O	Mustang	E/S	28'		8	G2-ARS-28x	\$3,911
14	460	Red Coral 20' N/O	Mustang	E/S	21'		6	G2-ARS-21x	\$3,191
15	461	Red Coral 10' N/O	Mustang	W/S	28'		8	G2-ARS-28x	\$3,911
16	462	Red Coral 120' N/O	Mustang	E/S	21'		6	G2-ARS-21x	\$3,191
17	463	Red Coral 125' N/O	Mustang	E/S	21'		6	G2-ARS-21x	\$3,191
18	496	Lost Colt 27062	Westridge	N/S	21'		6	G2-ARS-21x	\$3,191
19	497	Lost Colt 27061	Westridge	S/S	21'		6	G2-ARS-21x	\$3,191
20	498	Lost Colt 27071	Westridge	S/S	14'		4	G2-ARS-14x	\$2,003

21	499	Lost Colt 27132	Stage Line	S/S	24'		8	G2-ARS-28x	\$3,911
22	500	Lost Colt 27131	Stage Line	N/S	24'		8	G2-ARS-28x	\$3,911
23	501	Lost Colt 27212	Stage Line	N/S	14'		4	G2-ARS-14x	\$2,003
24	502	Lost Colt 27222	Westridge	N/S	14'		4	G2-ARS-14x	\$2,003
25	503	Lost Colt 27231	Westridge	S/S	24'		8	G2-ARS-28x	\$3,911
26	510	Lost Colt 27382 A/F	Blackhorse	W/S	10'		2	G2-ARS-10	\$1,343
27	511	Lost Colt 100' E/O	Maverick	S/S	7'		2	G2-ARS-07	\$1,115
28	512	Lost Colt 60' E/O	Maverick	S/S	14'		4	G2-ARS-14x	\$2,003
29	513	Westridge 20' W/O	Maverick	S/S	21'		6	G2-ARS-21x	\$3,191
30	514	Lost Colt 27382	Blackhorse	E/S	14'		4	G2-ARS-14x	\$2,003
31	515	Westridge 60' W/O	Maverick	N/S	21'		6	G2-ARS-21x	\$3,191
32	604	Nellie Gail Rd 40' E/O	Moulton Pkwy	N/S	14'		4	G2-ARS-14x	\$2,003
33	383	Nellie Gail Rd 70' E/O	Lost Colt	S/S	21'		6	G2-ARS-21x	\$3,191
34	606	Nellie Gail Rd 100' E/O	Lost Colt	N/S	21'		6	G2-ARS-21x	\$3,191

ARS Screens 171

Product	\$112,819
CB Cleaning	\$1,665
Traffic Control	\$10,516
Shipping/Delivery	\$0
Project Total	\$125,000

Notes:

Pricing based on OCTA Master Pricing for 2018-19 with Vol. Discount

Size estimates adjusted for field conditions.

Pricing does not include project bonding.

Final amount to be revised after final measurements.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Recognition of the City of Laguna Hills by the Arbor Day Foundation for Designation as a "Tree City USA"

RECOMMENDATION: That the City Council receive and file the report.

SUMMARY:

To qualify for Tree City USA designation, the City of Laguna Hills must meet four standards established by The Arbor Day Foundation and the National Association of State Foresters. For the eleventh year in a row, the City has met all criteria and has been awarded this distinction.

BACKGROUND:

The designation by the Arbor Day Foundation as a "Tree City USA" is an honor only bestowed upon agencies that meet strict criteria for the care and maintenance of the Urban Forest. There are four standards to be met summarized as follows: 1) Hold an annual Arbor Day event; 2) Document the per capita expenditure for annual tree care; 3) Document the Municipal Code includes a tree protection ordinance; and 4) Maintain a Tree Advisory Board. The City of Laguna Hills compliance with each of these standards are detailed below.

1) Hold an annual Arbor Day event. The City of Laguna Hills combines our Arbor Day event with the City's Volunteer Connection Day, which is held on the third Saturday of April. The Mayor typically approves a Proclamation of the upcoming Arbor Day observance at a City Council meeting in February. At the Volunteer Connection Day

Tree City Usa Designation

June 26, 2018

Page 2

event, the Landscape Supervisor provides the volunteers with a brief overview of the importance and impact of trees in our community and then provides a technical demonstration on how to plant a tree; volunteers from the public then proceed to tree locations to plant the trees.

2) Document the per capita expenditure for annual tree care. The community must document at least an expenditure of \$2.00 per capita toward the planting, care and removal of City trees and the planning efforts to accomplish those activities. The City of Laguna Hills, for the 2017 Tree City USA certification, spent approximately \$6.30 per capita in Fiscal Year 2016-2017. At above the \$2.00 minimum per capita expenditure, a community demonstrates its commitment to grow and protect these valuable public assets. Budgets and expenditures require planning and accountability, which are fundamental to the long-term health of our Urban Forest and the Tree City USA program.

3) Document the Municipal Code includes a tree protection ordinance. The City's tree care ordinance provides guidance for protection, planting, maintaining and removing trees from streets, parks and other public spaces as well as activities that are required or prohibited. LHMC Chapter 8-08, "Tree and Shrubs in Public Places," meets all of the criteria required by the Arbor Day Foundation, especially when coupled with the City Council Tree Preservation Policy No. 315.

4) Maintain a Tree Advisory Board. The City of Laguna Hills Tree Advisory Board consists of the Public Services Director and Landscape Supervisor, and, when needed, the Parks and Recreation Commission. By delegating tree care decisions to arborists and other tree care professionals, the City is able to properly assign tree work. The Tree Advisory Board is important to the public, so they will know who is accountable for decisions that impact community trees.

As a result of the City's continued commitment to the growth and protection of our Urban Forest, the Arbor Day Foundation bestowed recognition on the City for the 2017 Fiscal Year as being a "Tree City USA" as shown on the attached letter dated March 12, 2018. For the eleventh year in a row, the City has met all criteria and has been awarded this distinction.

Tree City Usa Designation

June 26, 2018

Page 3

FISCAL IMPACT:

The 2017/2018 Fiscal Year Budget for Tree Maintenance is \$275,000, increasing to \$280,000 in next Fiscal Year.

ATTACHMENTS:

- Arbor Day Foundation Letter

RECEIVED
MAR 12 2018
CITY OF LAGUNA HILLS

City Manager Bruce Channing
24035 El Toro Road
Laguna Hills, CA 92653

Dear Tree City USA Supporter,

On behalf of the Arbor Day Foundation, I write to congratulate Laguna Hills on earning recognition as a 2017 Tree City USA. Residents of Laguna Hills should be proud to live in a community that makes the planting and care of trees a priority.

Laguna Hills is one of more than 3,400 Tree City USAs, with a combined population of 140 million. The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters.

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, and energy use. Laguna Hills is stepping up to do its part. As a result of your commitment to effective urban forest management, you are helping to provide a solution to these global challenges.

We hope you are excited to share this accomplishment. Enclosed in this packet is a press release for your convenience as you prepare to contact local media and the public.

State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward information about your awards to your state forester's office to coordinate presentation. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your commitment to the people and trees of Laguna Hills and thank you for helping to create a healthier planet for all of us.

Best Regards,



Dan Lambe
President

cc: Ryan Hanley

enclosure

Attachment: Arbor Day Foundation Letter (1602 : Tree City Usa Designation)

FOR IMMEDIATE RELEASE:

Arbor Day Foundation Names Laguna Hills Tree City USA

Laguna Hills, CA, was named a 2017 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

Laguna Hills achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation.

"Tree City USA communities see the impact an urban forest has in a community first hand," said Dan Lambe, president of the Arbor Day Foundation. "Additionally, recognition brings residents together and creates a sense of community pride, whether it's through volunteer engagement or public education."

Trees provide multiple benefits to a community when properly planted and maintained. They help to improve the visual appeal of a neighborhood, increase property values, reduce home cooling costs, remove air pollutants and provide wildlife habitat, among many other benefits.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation: The Arbor Day Foundation is a million member nonprofit conservation and education organization with the mission to inspire people to plant, nurture, and celebrate trees. More information is available at arborday.org.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Proposed Resolution Reestablishing No Parking Anytime Zones on La Cadena Drive Between Verdugo Drive and Peralta Drive

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, reestablishing No Parking Anytime Zones to address sight distance visibility restrictions at various locations on La Cadena Drive between Verdugo Drive and Peralta Drive."

SUMMARY:

During a field review of parking control signage on La Cadena Drive, staff determined that signage for a no parking zone westerly of Del Lago Drive was unclear. A review of the governing documents for the existing No Parking Zones on La Cadena Drive between Verdugo Drive and Peralta Drive revealed that they pre-date the City's annexation of this area, with the exception of one 75-foot section of City established no parking zone, and it is appropriate to reestablish all of the parking controls along this street segment. The Traffic Commission, at the May 16, 2018, meeting, recommended the City Council approve reestablishing the parking controls on La Cadena Drive.

BACKGROUND:

La Cadena Drive is a two-lane commercial access street within the Mixed-Use Zone in the northerly Laguna Hills area. The street is accessed by multiple driveways and is signed with a variety of parking controls to improve site distance visibility at these driveway access locations. During a field review of parking control signage on La Cadena

Confirmation of No Parking Zones on La Cadena Drive

June 26, 2018

Page 2

Drive, staff determined signage for a no parking zone westerly of Del Lago Drive was unclear as to the beginning and ending limits.

During this review, it also appeared to staff that it was the original intention and appropriate for the No Parking Zones westerly of Del Lago Drive to include this entire section. However, the governing documents for the parking controls on La Cadena Drive between Verdugo Drive and Peralta Drive pre-date the City' annexation of the area and the original establishment of the parking controls could not be clearly confirmed. Therefore, it is proposed to reestablish all of the No Parking Zones in this street segment which exist to improve site distance visibility upon exiting of driveways for traffic safety purposes. Please see the attached vicinity map for a location of the existing No Parking Zones as more particularly described below:

Westbound La Cadena Drive as measured from Peralta Drive

<u>From</u>	<u>To</u>	<u>Distance</u>
0'	370'	370'

Westbound La Cadena Drive as measured from Del Lago Drive

<u>From</u>	<u>To</u>	<u>Distance</u>
60'	325'	265'

Eastbound La Cadena Drive as measured from Verdugo Drive

<u>From</u>	<u>To</u>	<u>Distance</u>
70'	160'	90'
455'	650'	195'

Eastbound La Cadena Drive as measured from Del Lago Drive

<u>From</u>	<u>To</u>	<u>Distance</u>
180'	460'	280'

This matter was presented to the Traffic Commission at the meeting of May 16, 2018, and the Commission recommended the City Council approve of the above-stated parking controls.

Confirmation of No Parking Zones on La Cadena Drive

June 26, 2018

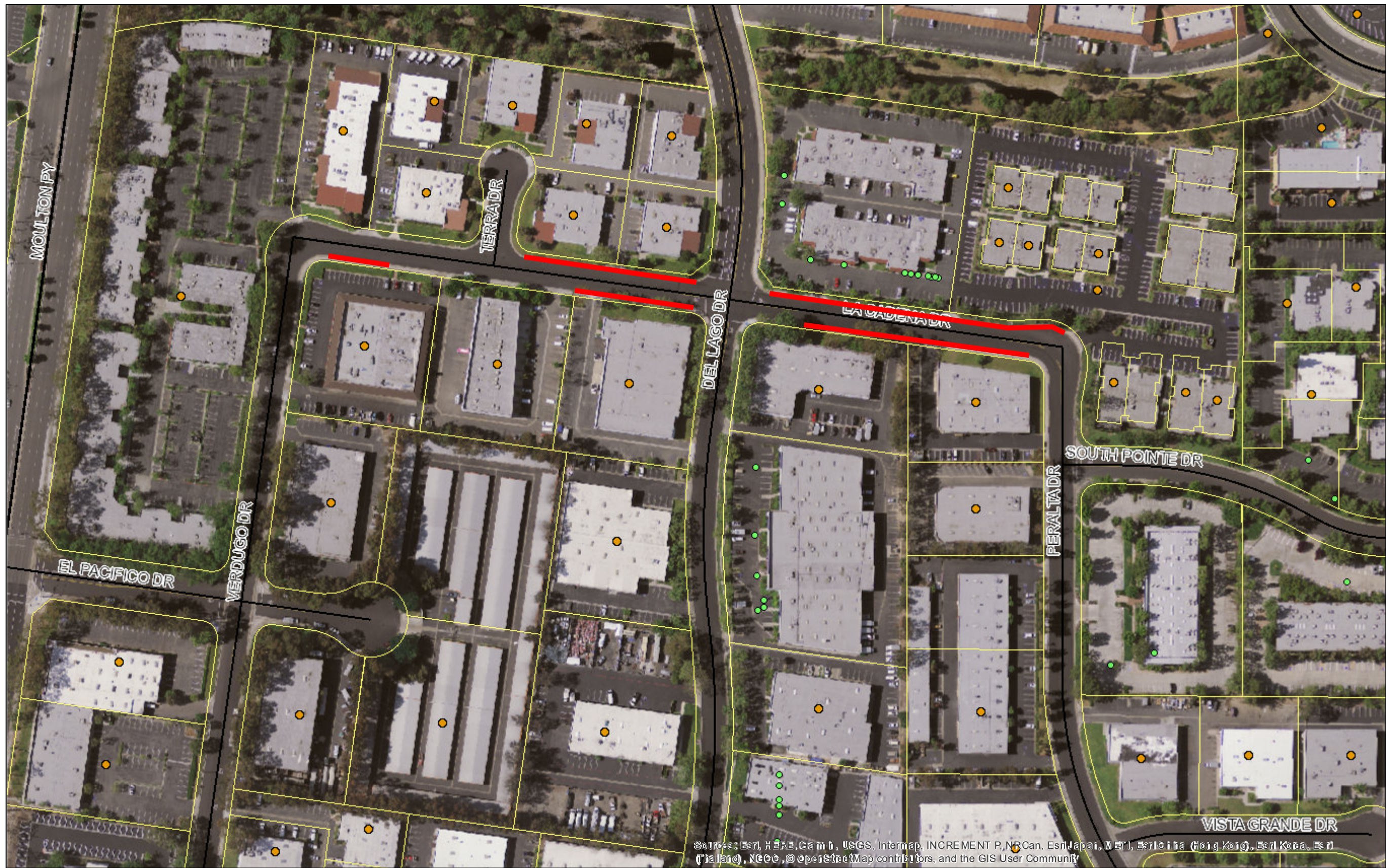
Page 3

FISCAL IMPACT:

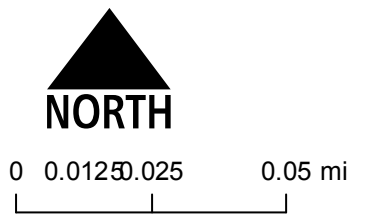
All of the no parking signs on La Cadena Drive are currently in place except for one sign to be added as discussed above. The installation of one “No Parking Anytime” sign has an anticipated cost of \$150. Funds are available for this work in the 2017-18 Fiscal Year Public Works Maintenance Budget.

ATTACHMENTS:

- La Cadena Drive Vicinity Map
- Resolution



Attachment: La Cadena Drive Vicinity Map (1607 : Confirmation of No Parking Zones on La Cadena Drive)



VICINITY MAP - LA CADENA DRIVE



RESOLUTION NO. 2018-06-26-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REESTABLISHING NO PARKING ANYTIME ZONES TO ADDRESS SIGHT DISTANCE VISIBILITY RESTRICTIONS AT VARIOUS LOCATIONS ON LA CADENA DRIVE BETWEEN VERDUGO DRIVE AND PERALTA DRIVE

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, La Cadena Drive is a two-lane commercial access street with multiple access driveways between Verdugo Drive and Peralta Drive; and

WHEREAS, upon completion of the annexation of the North Laguna Hills area, effective July 1, 1996, there pre-existed No Parking Anytime Zones at various locations on La Cadena Drive to address the need for improved sight distance visibility at said multiple access driveways; and

WHEREAS, the Public Services Director/City Engineer has determined that these No Parking Anytime Zones have existed prior to the City's annexation of this area and is, therefore, recommending that these pre-existing No Parking Anytime Zones be confirmed; because their locations and need remain it is recommended that these zones be reestablished at this time for purposes of clarification; and,

WHEREAS, it is now desired to confirm the locations and need of the existing No Parking Anytime Zones on La Cadena Drive and to reestablish said zones; and

WHEREAS, the Traffic Commission, at the meeting of May 16, 2018, recommended to the City Council the reestablishment of No Parking Anytime Zones to improve sight distance visibility at the multiple access driveway locations along both sides of La Cadena Drive from Verdugo Drive to Peralta Drive as described herein; and

WHEREAS, pursuant to Vehicle Code Section 22507, the parking of any type of vehicle on certain streets or highways may be prohibited or restricted by a general law city, during all or certain hours of a day, where signs or markings giving adequate notice of such regulations have been placed.

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

SECTION 1. There is hereby reestablished “No Parking Anytime” zones at the following locations on La Cadena Drive:

- a. On the northerly side of La Cadena Drive from Peralta Drive to 370’ westerly thereof.
- b. On the northerly side of La Cadena Drive from 60’ westerly of Del Lago Drive to 325’ westerly of Del Lago Drive.
- c. On the southerly side of La Cadena Drive from 70’ easterly of Verdugo Drive to 160’ easterly of Verdugo Drive.
- d. On the southerly side of La Cadena Drive from 455’ easterly of Verdugo Drive to 650’ easterly of Verdugo Drive.
- e. On the southerly side of La Cadena Drive from 180’ easterly of Del Lago Drive to Del Lago Drive.

SECTION 2. The Public Services Director/City Engineer is directed to and shall cause signs and/or markings to be placed giving notice of such prohibitions as necessary to implement the parking regulations established herein.

SECTION 3. This project is exempt from CEQA under the Class 1 Existing Facilities categorical exemption set forth in CEQA Guidelines Section 15301. The Class 1 Existing Facilities exemption applies to the operation, repair, maintenance or minor alteration of existing public or private structures involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The Class 1 Existing Facilities exemption includes the operation of existing highways, streets, sidewalks, gutters, and trails. (CEQA Guidelines Section 15301(c).) This exemption applies to the establishment and enforcement of parking regulations on existing streets. (See *Santa Monica Chamber of Commerce v. City of Santa Monica* (2002) 101 Cal.App.4th 786, 793 (finding that the parking ordinance challenged in that lawsuit which regulated parking on existing streets was exempt from CEQA under the Class 1 Existing Facilities exemption because the ordinance qualified as “operation” of existing streets without any expansion of the use of those existing streets.) Here, as in the *Santa Monica* case, the City’s reestablishment of existing parking regulations applies to the operation of existing streets, and will not expand the use of those existing streets. The City’s parking regulations herein are therefore exempt from CEQA pursuant to the Class 1 Existing Facilities Exemption and the *Santa Monica Chamber of Commerce v. City of Santa Monica* opinion. In addition, for all of the foregoing reasons, it can be seen with certainty that there is no possibility that the City’s parking regulations may have a significant effect on the environment. The City’s proposed parking regulations therefore also fall within CEQA’s “common sense” exemption. (CEQA Guidelines Section 15061(b)(3).)

PASSED, APPROVED, AND ADOPTED this 26TH day of June 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2018-06-26-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 26th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution (1607 : Confirmation of No Parking Zones on La Cadena Drive)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Amendment No. 1 to an Existing Professional Services Agreement with Moore Iacofono Goltzman, Inc (MIG) Authorizing a Two-Year Extension for On-Call Planning Services through September 2020.

RECOMMENDATION: That the City Council approve Amendment No. 1 for an extension of term and related provisions for a Professional Services Agreement for On-Call Planning Services with Moore Iacofono Goltzman, Inc., and authorize the Mayor to sign the Amendment.

SUMMARY:

In September 2015 the City entered in to a three year agreement with the planning services firm of Moore Iacofono Goltzman (MIG) for professional on-call planning services in the Community Development Department. The City has routinely used on-call consulting firms to back-fill positions when staffing shortages occur in the Planning Division, and to assist staff in processing applications during busy periods.

Staff recommends that the existing contract, which expires in September 2018, be extended for an additional two-year period. The current contract amount is also nearing its maximum expenditure level of \$150,000 and must be increased to ensure that sufficient funding authorization exists for MIG to provide the anticipated staffing support needed in the Planning Division. Staff recommends an increase of an additional \$250,000, bringing the total contract amount to \$400,000. MIG has agreed to the contract extension.

Amendment of an Existing Professional Services Agreement with Moore Iacofono
Goltzman, Inc (MIG)

June 26, 2018

Page 2

BACKGROUND:

MIG has been providing on-call planning services to the City as needed since 2015, after the City issued an RFP/RFQ for on-call professional planning services. MIG was the only responder to the RFP/RFQ process. MIG is currently providing staffing support for the Moulton Niguel Water District Project on Gordon Road, and has also provided staff support at the public counter during staff absences, and for the Five Lagunas project. With recent staffing changes occurring in the Planning Division, and known projects on the horizon including the redevelopment of the former Phillips Mazda site and anticipated on-going activity at Five Lagunas, it would be ideal for the City to extend its contract with MIG at this time along with increasing the maximum contract amount as described above.

CEQA FINDINGS:

The activity is not a project and is therefore not subject to the requirements of CEQA.

FISCAL IMPACT:

No fiscal impact is expected. Any costs to the City as a result of MIG's work are passed through to project applicants when MIG staff is used.

ATTACHMENTS:

- LH - 2018 AMENDMENT NO. 1 TO MIG Professional Services Agreement for On-Call Planning Consultant Services
- 2015 Contract

Attachment – Contract Extension

AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
Moore Iacofano Goltsman, Inc.
(On-Call Planning Consultant Services)

THIS FIRST AMENDMENT to the Moore Iacofano Goltsman, Inc., Professional Services Agreement for On-Call Professional Planning Consultant Services (the "Amendment" or "Amendment No. 1") is made and entered into to be effective the 26th day of June 2018, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and MOORE IACOFANO GOLTSMAN, INC., a California corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City and Consultant previously entered into that certain professional services agreement for on-call professional planning consulting services, which was made and entered into on September 8, 2015 (the "Agreement"), and which may be duly amended, in writing, from time to time by the Parties. Sections 2.3 (Changes in Scope of Work), 3.4 (Term), and 10.3 (Amendments/Modifications) of the Agreement provide that the Agreement may be amended and the term extended in writing at any time by mutual consent of the Parties. City does not have the personnel or the specialized technical expertise able to perform the Work or Services contracted for under the Agreement.

B. Unless amended by mutual written agreement of the Parties, the Agreement is currently scheduled to expire on September 7, 2018, by operation of its own terms. By way of correspondence from Consultant to City, dated June 8, 2018, Consultant has requested that that the term of the Agreement be extended for two (2) years in order for Consultant to provide continued, uninterrupted on-call planning consultant services at the same professional hourly rates and charges and under the same terms and conditions as established and set forth in the Agreement.

C. The Parties now desire to enter into this Amendment No. 1 for the purpose of extending the term of the Agreement for two (2) years in order to provide for continued on-call professional planning consulting services at the same professional hourly rates and charges and under the same terms and conditions as established and set forth in the current Agreement. Extending the Term of the Agreement for two (2) additional years creates the need to also now increase the Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$250,000.00 from \$150,000.00 to \$400,000.00.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 3.4, entitled "Term," of the Agreement. Section 3.4 of the Agreement is hereby amended and restated as follows:

"3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on September 8, 2015 and ending on September 7, 2020, unless extended by mutual written agreement of the Parties."

2. Amendment to Section 2.1, entitled "Maximum Contract Amount," of the Agreement. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Four Hundred Thousand Dollars (\$400,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section."

3. Full Force and Effect. This Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
4. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
5. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for

which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment to the Agreement as of the date first written above.

"CITY"
CITY OF LAGUNA HILLS, a California
 municipal corporation

By: _____
 MELODY CARRUTH,
 Mayor

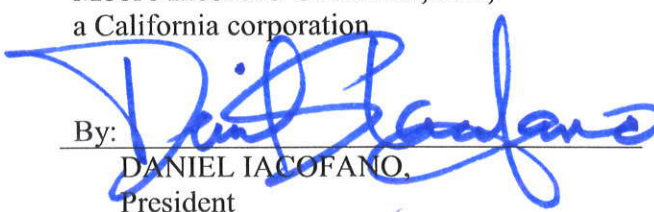
ATTEST:

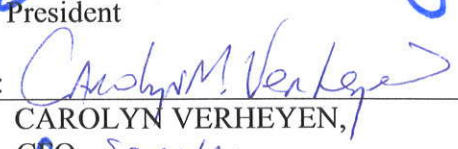
 (SEAL)
 MELISSA AU-YEUNG,
 Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
Moore Iacofano Goltsman, Inc.,
 a California corporation

By: 
 DANIEL IACOFANO,
 President

By: 
 CAROLYN VERHEYEN,
 CFO, Secretary

Attachment – 2015 Contract

PROFESSIONAL SERVICES AGREEMENT
Moore Iacofano Goltsman, Inc.
(On-Call Planning Consultant Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 8th day of September 2015, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and MOORE IACOFANO GOLTSMAN, INC., a California corporation, (MIG, Inc.) (MIG/Hogle-Ireland) (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services, on an on-call basis, of a qualified planning services consulting firm for the purpose of assisting the City with discretionary entitlement processing, advanced planning, and discretionary case environmental review, which professional planning services will include but not be limited to land use planning, municipal code compliance, development application and plan check review services, land use entitlement processing, project management and community development services, as well to provide the City with other as-needed land use application review, zoning code compliance, and planning and support services that may be required on an as-needed basis (the "Project").

B. Consultant has submitted to City a formal written proposal, dated June 3, 2015, to provide professional on-call planning consultant services, as well as a full range of other as-needed planning, land use, environmental review and other consulting support services that may be required on an on-call basis, to City for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel or specialized technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional on-call planning consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated June 3, 2015, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original June 3, 2015 proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A" is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers,

free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract

Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Manager, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not

included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of three (3) years, commencing on September 8, 2015 and ending on September 7, 2018, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a

task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Pamela Steele, Principal**. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. 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 of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as

for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a

current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

1. Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

2. Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Consultant, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Consultant shall include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional insureds under the Consultant's insurance policies, or Consultant shall be responsible

for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Consultant agrees to provide satisfactory evidence of compliance with this subsection upon request of the City.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact,

circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties.

Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless

in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Consultant represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for

employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City: City of Laguna Hills
 Attention: City Manager
 24035 El Toro Road
 Laguna Hills, California 92653
 Telephone: (949) 707-2600
 Facsimile: (949) 707-2633

To Consultant: Moore, Iacofano & Goltzman, Inc., (MIG, Inc.)
 Attention: Pamela Steele, Principal
 1500 Iowa Avenue, Suite 110
 Riverside, California 92507
 Telephone: (951) 787-9222
 Facsimile: (951) 781-6014

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not

violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

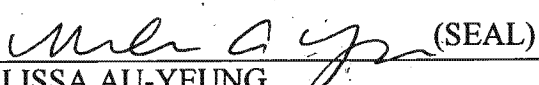
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"CITY"
City of Laguna Hills,
 a California municipal corporation



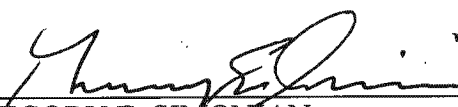
 DORE J. GILBERT, M.D.
 Mayor

ATTEST:

 (SEAL)

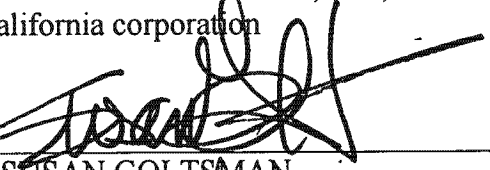
 MELISSA AU-YEUNG,
 Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

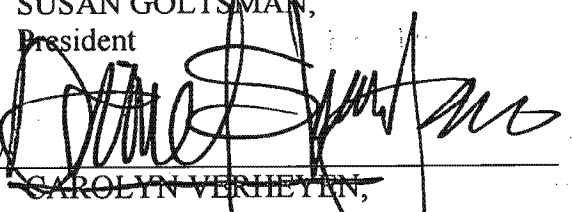


 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
Moore Iacofano Goltzman, Inc.,
 a California corporation

By 

 SUSAN GOLTSMAN,
 President

By 

 CAROLYN VERHEYEN,
 CEO

DANIEL S. IACOFANO
 CEO

Attachment: 2015 Contract (1598 : Amendment of an Existing Professional Services Agreement with Moore Iacofano Goltzman, Inc (MIG))

EXHIBIT "A"**CONSULTANT'S PROPOSAL/ SCOPE OF WORK****DATED: JUNE 3, 2015**

MIG, INC., PROPOSAL TO PROVIDE ON-CALL PLANNING SERVICES

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**



On-Call Planning Services

M I G | Hogle-Ireland

1500 IOWA AVENUE, SUITE 110 | RIVERSIDE, CA 92507

951-787-9222 | WWW.MIGCOM.COM



1500 Iowa Avenue, Ste 100
Riverside, CA 92507
P (951) 787-9222
F (951) 781-6014
www.migcom.com

CALIFORNIA

BERKELEY, DAVIS,
FULLERTON, KENWOOD,
MENLO PARK, PASADENA,
RIVERSIDE AND SAN DIEGO

COLORADO

BOULDER

NEW YORK

PLEASANTVILLE

NORTH CAROLINA

RALEIGH

OREGON

EUGENE AND PORTLAND

TEXAS

SAN ANTONIO

June 3, 2015

David Chantarangsu
Community Development Director
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

re: Request for Proposals for On-Call Planning Services

Dear Mr. Chantarangsu and Members of the Selection Committee:

MIG | Hogle-Ireland (MIG) is pleased to submit this proposal to provide On-Call Planning Services for the City of Laguna Hills. We offer an experienced team of Planners who can process entitlement projects for the City under the direction of the Community Development Director. As you can see from their resumes, these Planners are experienced in project review and completion, and are quickly able to become familiar with City codes, processes, and requirements. Each Planner is self-directed, but also proficient in working as a member of the City's team supporting the City's goals and policies. Each Planner has significant experience processing a wide variety of entitlement projects and is ready to actively assist the City in all facets of the entitlement review, including review of all plans, project management, meeting attendance, coordination with the City departments and applicants, coordination and review of environmental documents and studies, circulation of notices, preparation of staff reports, conditions of approval and related documents; and presentations to Planning Commission and City Council.

MIG staff are dedicated to establishing and maintaining strong relationships with our clients, based upon professionalism, commitment, integrity, and problem solving. Outstanding customer service for the public has always been one of the keys to our success, while promoting and upholding the goals and standards of the cities that we serve. Our team is devoted to working as part of your team to accomplish the goals of the City of Laguna Hills.

MIG is a planning, design, environmental, communications, management and technology firm providing services to public agencies and private clients. One of the key advantages of **MIG | Hogle-Ireland** is that you are engaging a firm with over 190 planning professionals, not merely one or two individuals. The resources of the firm are available to assist our primary assigned staff and the City, as needed.

If you need any additional information, or have any questions please do not hesitate to contact me at 951.787.9222, e-mail PamS@migcom.com.

Sincerely,

Pamela Steele
Principal

Table of Contents

Introduction	1
Current Public Agency Clients	2
Select Relevant Experience	3
Key Personnel	4
References	9
Professional Services Agreement	10
Additional Information (Forms)	11
Disclosure of Employee Relationships and Financial Interests	
Certificate of Non-Discrimination	
Fee Schedule	13

Our Proposal



Introduction

In January of 2013, Hogle-Ireland, Inc. merged with MIG, Inc. to broaden the scope of services we offer our clients. This pairing combines the talents of diverse professionals of both firms, and keeps intact our team of experienced contract planning staff and staff with CEQA/NEPA analysis work. MIG has been in business for 32 years, and Hogle-Ireland has been in business for over 20 years.

MIG | Hogle-Ireland (hereafter referred to as MIG)

is a planning, design, environmental, communication, management, and technology firm that provides services to public agencies and private clients. Our public agency clients include community development, building, planning, and public works departments, as well as special districts. Our array of services includes:

- Contract Staffing
- Entitlement Processing
- Environmental Services (CEQA/NEPA)
- Air Quality and Climate Change Services
- Landscape Architecture
- Park and Recreation Planning
- General Plans
- Development Codes
- Specific Plans
- Urban Planning and Design
- Geographic Information Systems (GIS)
- Graphic Design and Communications

MIG headquarters are located in Berkeley, California, with branch offices throughout the Nation, including Riverside, Pasadena, Fullerton, San Diego, Kenwood, Davis, and Menlo Park, California; Portland and Eugene, Oregon; Boulder, Colorado; San Antonio, Texas; Pleasantville, New York; and Raleigh, North Carolina.

We have served as contract planning staff in many jurisdictions and have been retained as a prime consultant for numerous assignments, including general plans, specific plans, zoning and subdivision ordinances, fee studies, staff training, management auditing, design, graphics, GIS services, and other planning related tasks.

CONTRACT PLANNING SERVICES

MIG has provided contract services to over one hundred cities and counties in California. Our services range from full-time staff, including entire planning departments to interim, part-time and on-call contracts. We currently have on-call contracts with a number of cities to provide as-needed contract staff. We also work with three-party contracts where developers agree to pay the jurisdiction for the services of a contract planner to manage their particular project. Our planning services run the entire gamut of planning, including all functions provided by planning agencies.

MIG hires and places seasoned contract planning professionals who are experienced with how local jurisdictions work and are able to quickly familiarize themselves with City procedures and processes. Our staff can address any of your needs with their knowledge of land planning, zoning, CEQA review and document preparation, the Subdivision Map Act, urban design and architecture, and landscape design and installation. We are accustomed to the challenges that Counties face and are prepared to start work immediately upon award of contract.

MIG has in depth experience and the ability to:

- Analyze development applications for compliance with all City policies and regulations
- Successfully manage projects from submittal to approval, collaborating and working with City staff, the applicant, community groups, the general public, and stakeholders, including coordinating comments and interpreting information in a clear and organized manner.
- Maintain open communication with City Land Use Services Management
- Prepare CEQA determinations and/or peer review CEQA documents
- Write staff reports, resolutions, and conditions of approval
- Prepare for and make public presentations
- Provide efficient and cost-effective services
- Staff the public counter



MIG's foundation is based on providing temporary and long-term contract staffing to cities and counties of all sizes. From establishing Planning Departments in newly incorporated communities to filling short-term staffing needs for public employees on leave, we have a solid commitment to achieving the best fit in terms of staff experience and client needs. We do not assign junior-level staff where seasoned planners are a must. **All of our staff meet rigorous training requirements.** Once assigned, every planner has access to the experience and expertise of more senior staff whether or not that senior staff is assigned to a jurisdiction. We ensure that our staff has the proper training and people skills to serve our clients and the public.

ENVIRONMENTAL PLANNING SERVICES

The MIG environmental team is comprised of highly experienced planners with expertise in the preparation and management of environmental documents pursuant to CEQA and NEPA. We have a proven record of quickly becoming familiar with and adhering to local jurisdictional requirements. We ensure that all environmental documents are prepared to meet legal requirements and withstand public scrutiny.

MIG staff have managed and prepared all types of CEQA environmental documents, from simple Initial Studies and Addendums to complex, multi-phase Environmental Impact Reports. From initial work scoping through final approvals, we develop defensible and cost effective solutions to guide projects more quickly through the increasingly complex environmental planning process. Our staff has experience in environmental analysis of many forms of development and infrastructure plans and projects, in urban, suburban, rural, desert, greenfield, brownfield, and infill settings.

MIG staff have a high level of technical expertise in Air Quality, Greenhouse Gas, Noise, and Health Risk Assessments and provides third party review in these areas for various agencies.

Primary Contact

Pamela Steele, Principal
1500 Iowa Avenue, Suite 110 | Riverside, CA 92507
Phone (951) 787-9222 | Fax (951) 781-6014
Email: pams@migcom.com

Current Public Agency Clients

The following is a list of public agencies for whom we are currently providing contract staffing services.

- County of Riverside
- City of Canyon Lake
- City of Menifee
- City of Murrieta
- City of Hemet
- County of Orange
- City of San Juan Capistrano
- City of Westminster
- City of Big Bear Lake
- City of Chino
- City of San Bernardino
- City of American Canyon
- City of Hawaiian Gardens
- City of Montebello

The following is a list of public agencies to whom we provide services on an on-call/as-needed basis:

- City of Covina
- City of Chino Hills
- City of Cypress
- City of Hercules
- City of Long Beach
- City of Pinole
- City of Patterson
- City of San Jose Parks Department



Select Relevant Experience

COUNTY OF ORANGE CONTRACT STAFFING

MIG is providing contract staffing to Orange County for both the Community Development and Planned Communities Teams of the Planning Division. We have six full-time and part-time contract staff providing services. Our staff has reviewed various projects, especially relating to compliance with approved, very large-scale Specific Plans and County Codes and policies, handling routine projects of various types, and managing CEQA documents for development projects.

HAWAIIAN GARDENS PLANNING SERVICES

MIG provides on-going contract staff services for general planning services as well as senior level planning services for specific projects. We provide staffing both in City Hall and remotely from our offices, being in City Hall as needed. Our staff processes entitlement projects with administration approval as well as through the Planning Commission and City Council. Our senior staff provides assistance for complex projects requiring development agreements, entitlements, and financing assistance. Our assistance also includes preparation of environmental documents, including notices of exemptions, negative declarations, mitigated negative declarations, and full environmental impact reports. Our environmental team prepared the EIR for the Casino Expansion project and has provided project management for the final entitlement and implementation of the Casino Expansion Project.

SAN JUAN CAPISTRANO PLANNING SERVICES

MIG provided the Interim Development Services Director for ten months from 2013-2014. We continue to provide project management to the City for the entitlement processing of development projects, as needed.

COUNTY OF RIVERSIDE PLANNING SERVICES

MIG has provided contract staffing services to the County of Riverside Planning Department for over 15 years. Significant contract planning efforts include assisting with the General Plan update, developing Context Sensitive Design Guidelines and a new Development Code and Zoning Ordinance. Our team has managed residential projects and specific plans and commercial/ industrial projects and master plans. We manage all aspects of the projects including presentation to the Planning Commission and Board of Supervisors, coordination with other departments, preparation of environmental documents, and staff reports.

MENIFEE CONTRACT STAFFING

MIG provides contract staffing to the Community Development Department which initially included interim Community Development Director staffing. Currently, two full-time contract staff provide a full range of planning services consisting of processing, review, public hearing presentations, and other tasks related to entitlement and post-entitlement for large-scale Specific Plans, residential single-family and condominium subdivisions, apartments, and shopping centers. Our contract staffing services also include on-call CEQA support consisting primarily of preparation of initial studies for entitlements as well as technical expertise on air quality and greenhouse gas issues.





Key Personnel

MIG has carefully selected a highly experienced team of professionals to assist the City of Laguna Hills with their planning needs. The discussion below provides a brief overview of each staff member.

Deborah Drasler has over 24 years of public and private professional planning experience. She has served as project manager on multiple projects throughout Southern California. Ms. Drasler has extensive experience and responsibility in managing single family and multi-family residential, wireless facilities, and commercial and industrial development projects.

Ms Drasler's expertise includes managing the entitlement processing of complex development projects, enforcement as well as development of land use regulations, and the oversight and processing of CEQA documents, including Initial Studies, Negative Declaration and management of consultants preparing environmental impact reports. In addition, she has experience in reviewing and developing planning policies and procedures, working effectively with applicants, property owners, special interests and community groups, as well as coordinating and collaborating with City planning staffs and various city departments.

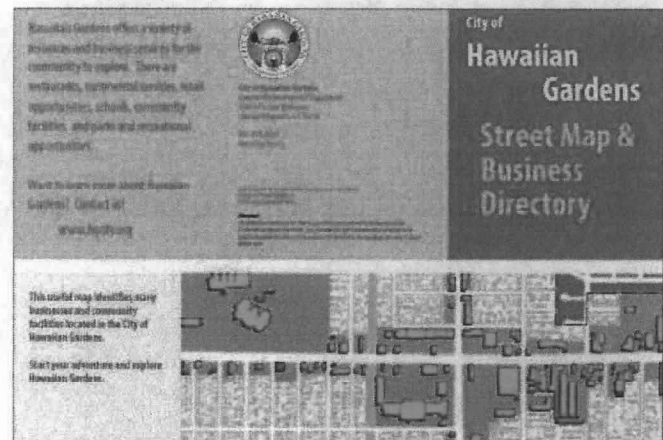
Anne Fox's experience in the field of planning can equally serve the specific needs of public and private sector clients. She has been actively engaged in a variety of planning assignments within small and large municipal Planning Departments, providing services related to both daily and long-range objectives of those agencies. Assignments range from providing daily customer service at the planning counter to the processing of major development applications. She has effectively enacted interim policies as needed, including transforming those policies into regulatory ordinances.

Ms. Fox's knowledge and experience with Land Use Regulations, CEQA requirements, Subdivision Map Act, and the Coastal Act and Policies and Procedures, combined with her ability to work effectively with city staff, developers, residents, and special interest groups, ensures added value in projects in which she is involved. She has also shared her skills and planning knowledge by serving in a supervisory capacity, training entry-level, in-house staff for municipalities to ensure an agency has effective and confident personnel.

Genevieve Sharrow is a journey-level planner with experience in current planning, advanced planning, community outreach, and environmental compliance. Her CEQA experience spans diverse projects, at a variety of analysis levels. In 2011, Ms. Sharrow was the primary author of the Initial Study/MND for the Avenida de la Carlota Street Widening and Intersection Improvements project in Laguna Hills.

Her most recent current planning work includes assisting City staff with case processing in the City of Baldwin Park, including review of plans, writing staff reports, resolutions, and ordinances. In a prior position before joining MIG, Ms. Sharrow worked for the City of West Hollywood's Current Planning Department processing entitlement applications.

José Rodriguez has significant experience in providing professional planning services to cities for advanced and current planning, including entitlement processing. Most recently Mr. Rodriguez provided staff services to the City of Los Alamitos in reviewing a 200-residential unit mixed use project and a 17-unit single-family detached subdivision with condominium ownership. Both projects involved development applications to amend the City's General Plan and Zoning Code. Mr. Rodriguez also assisted the City of Monterey Park and San Gabriel Valley Water Company in conducting community outreach and environmental review for the development of a half-million gallon water storage tank that required the demolition of a residential unit. Mr. Rodriguez has also provided staff services to the cities of Whittier, Hawaiian Gardens, Azusa, and Upland in reviewing and processing various development applications.



Deborah A. Drasler

PLANNER

AREAS OF EXPERTISE

Project Management / Entitlement Processing

QUALIFICATIONS

Deborah Drasler has over 26 years of public and private professional planning experience. She has served as project manager on multiple current and advanced planning projects throughout Southern California, including specific plans, general plan amendments, zone changes, and controversial entitlement projects.

Ms. Drasler has extensive experience and responsibility in managing single family and multi-family residential, wireless facilities, and commercial and industrial development projects. Ms. Drasler has served as the city's planning liaison at the City of Dana Point for the construction of the St. Regis Hotel and Resort. Projects included: Tentative Tract Map, Review of Landscaping, irrigation and maintenance agreement and CC&R's, Processing amendments to the Site Development Permit and Coastal Development Permit, Preparation of a Phasing plan, Coordination project plans with other project leaders, city departments, and other organizations and agencies, and Managed the project from entitlements to Certificate of Occupancy.

While serving as the Project Manager for the Miramar Theater in the City of San Clemente, Ms. Drasler was involved with the review and coordination of an EIR, General Plan Amendment, Zone Change, Cultural Heritage Permit, and Architectural Permit.

Expertise includes:

- Specific plans
- Entitlement processing
- Managing development projects
- Land Use Regulations
- CEQA Guidelines
- Planning Policies and Procedures
- Development of Planning Policies and Procedures
- Working effectively with community groups

EDUCATION

Bachelor of Science, Urban & Regional Planning,
California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

Her experiences related to contract planning services include the following cities:

Public Agencies

- City of Newport Beach, Contract Associate Planner
- City of Dana Point, Contract Associate Planner
- City of Laguna Woods, Contract City Planner
- City of Mission Viejo, Contract Associate Planner
- City of San Clemente, Contract Associate Planner
- City of Laguna Hills, Contract Associate Planner
- City of Vista, Assistant Planner
- County of Riverside, Contract Planning Services
- City of Rolling Hills Estates, Assistant Planner

Private Sector

- Castle & Cooke, California, Inc.



Anne E. Fox

SENIOR PROJECT PLANNER

AREAS OF EXPERTISE

Project Management / Entitlement Processing

QUALIFICATIONS

Anne Fox's experience in the field of planning can equally serve the specific needs of public and private sector clients. She has been actively engaged in a variety of planning assignments within small and large municipal Planning Departments, providing services related to both daily and long-range objectives of those agencies. Assignments range from providing daily customer service at the planning counter to the processing of major development applications. She has effectively enacted interim policies as needed, including transforming those policies into regulatory ordinances. Her knowledge and experience with Land Use Regulations, CEQA requirements, Subdivision Map Act, Coastal Act and Policies and Procedures, and Community Development Block Grant (CDBG) programs, combined with her ability to work effectively with city staff, developers, residents, and special interest groups, ensures added value in projects in which she is involved. Ms. Fox also has shared her skills and planning knowledge by serving in a supervisory capacity, training entry-level, in-house staff for municipalities to ensure an agency has effective and confident personnel.

Ms. Fox has particular expertise working with the unique needs of coastal communities and with projects subject to Coastal Act regulations. She has also prepared and supervised the preparation of CEQA documentation for project entitlements.

EDUCATION

- Bachelor of Science, Urban and Regional Planning, California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

- Comprehensive Zoning Update, *County of Riverside, California*
- Pomona Development Code, *Pomona, California*
- Laguna Woods Development Code, *Laguna Woods, California*
- Rancho Cucamonga General Plan Implementation Plan, *Rancho Cucamonga, California*
- Children's Hospital of Orange County (CHOC) Master Plan, *Orange County, California*
- The Irvine Company Residential/Commercial Subdivisions, *Irvine, California*
- Dana Point Ritz Carlton Hotel Expansion Plan, *Dana Point, California*
- Monarch Bay Plaza Expansion Plan, *Dana Point, California*
- Dana Point Local Coastal Plan Implementation and Certification, *Dana Point, California*
- Goleta Local Coastal Plan, *Goleta, California*
- Dana Planning Services, *Dana Point, California*
- Laguna Hills Planning Services, *Laguna Hills, California*
- Lake Forest Planning Services, *Lake Forest, California*
- Orange Planning Services, *Orange County, California*
- San Clemente Planning Services, *San Clemente, California*
- Stanson Planning Services, *Stanton, California*
- Tustin Planning Services, *Tustin, California*
- Orange Planning Services, *Orange County, California*
- Rancho Santa Margarita Planning Services, *Rancho Santa Margarita, California*

Genevieve Sharrow

ASSOCIATE PLANNER

AREAS OF EXPERTISE

General Plans / Housing Elements / Zoning Ordinances
Entitlement Processing / Environmental Analysis

QUALIFICATIONS

Genevieve Sharrow provides a broad range of planning and planning related services to clients. Her primary responsibilities include preparing environmental documents pursuant to CEQA (IS/MNDs, EIRs, Addendums) and long-range planning documents such as General Plans, Zoning Ordinances, and HUD compliance documents (Consolidated Plans, Action Plans, and Analyses of Impediments to Fair Housing Choice).

Her CEQA experience spans diverse projects, at a variety of analysis levels. She excels at completing succinct, thoroughly researched and defensible environmental review for both development and program-level projects. Ms. Sharrow has prepared air quality and greenhouse gas emissions assessments utilizing the latest CalEEMod software and is well-versed in the latest developments related to climate change.

Ms. Sharrow has experience with public participation and outreach as an integral component of projects, especially as related to General Plans and HUD compliance documents. Ms. Sharrow has led facilitated discussions with stake-holders, conducted one-on-one interviews, participated in large open-house meetings with community members, created and administered surveys, and given presentations for interest groups, Planning Commissions, and City Councils.

In prior positions before joining MIG | Hogle-Ireland, Ms. Sharrow worked with underserved populations at a domestic violence shelter and assisted with development of an outreach program related to sustainable development for a local jurisdiction.

EDUCATION

- Master of Art, Urban Planning, UCLA
- Bachelor of Art, Social Anthropology, University of Michigan

RELEVANT EXPERIENCE

- Vernon General Plan Update EIR, *Vernon, California*
- Rosemead General Plan EIR, *Rosemead, California*
- Garden Grove Housing Element, *Garden Grove, California*
- Housing Element Update, *Loma Linda, California*
- Initial Studies/(M)NDs/Addendums to EIRs for Zoning Amendments, *Baldwin Park, Duarte, Monterey Park, Garden Grove, and Redwood City, California*
- Initial Studies/(M)NDs for Housing Elements, *Azusa, West Covina, and Baldwin Park, California*
- Initial Studies/(M)NDs for proposed wireless telecommunications facilities and a church, *Monterey Park, California*
- Initial Studies/(M)NDs for proposed assisted living facilities, *Sierra Madre and Whittier, California*
- Initial Study/(M)NDs for proposed office building and health club, *West Covina, California*



Jose M. Rodriguez

ASSOCIATE PLANNER

AREAS OF EXPERTISE

Comprehensive Planning / GIS / Entitlement Processing

QUALIFICATIONS

José Rodriguez has extensive and varied experience in urban planning. Mr. Rodriguez has been a member of teams preparing general plans, specific plans, zoning ordinances, housing elements, design guidelines, and special planning studies. Additionally, he provides geographic information system (GIS) management for a variety of projects. He has a high level of expertise in managing advance planning projects.

Mr. Rodriguez has served as a contract planner for diverse cities, providing both current and long-range planning services. He worked as the City of Whittier's full-time historic resource planner, processing applications for projects within the City's historic districts. He has also provided staffing support in Azusa, Hawaiian Gardens, Glendale, and Upland.

Mr. Rodriguez has experience preparing general plan elements and comprehensive general plan updates for cities throughout California. He has particular expertise with GIS mapping and analysis for these projects, particularly for land use alternatives impact analysis.

Mr. Rodriguez has assisted in preparing specific plans, from downtown plans to large master plans, for public agencies and private companies.

PROFESSIONAL AFFILIATIONS

- American Planning Association (APA)

EDUCATION

- Masters of Urban Planning
University of California, Los Angeles
- Bachelor of Science, Urban and Regional Planning California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

- Costa Mesa Land Use & Circulation Elements and EIR, *Costa Mesa, California*
- LA Metro LOSSAN Managing Agency Facilitation, *Los Angeles County, California*
- Yucca Valley New Development Code, *Yucca Valley, California*
- Wasco Urban Greening Parks and Open Space Master Plan, *Wasco, California*
- Environmental Protection Agency Green Zones Commerce Facilitation, *Commerce, California*
- Yucaipa Freeway Corridor Specific Plan, *Yucaipa, California*
- Brea General Plan (APA Award), *Brea, California*
- Kern River Valley Specific Plan, *Kern County, California*
- Rancho Cucamonga General Plan (APA Award), *Rancho Cucamonga, California*
- Redwood City General Plan (APA Award), *Redwood City, California*
- Rialto General Plan (APA Award), *Rialto, California*
- Colton Land Use, Mobility, and Housing Elements, *Colton, California*
- Claremont General Plan (APA Award), *Claremont, California*
- Manhattan Beach General Plan, *Manhattan Beach, California*
- Friant Ranch Specific Plan, *Fresno County, California*
- Irvine Wildlife Corridor Master Plan (APA Award), *Orange County, California*

References

We invite you to contact the following MIG clients regarding our ability to provide superior contract planning services. Additional references can be provided upon request.

Name of Agency	Contact Name / Address	Phone Number / Email Address
County of Riverside	Juan C. Perez, <i>Director of Transportaion and Land Management</i> 4080 Lemon St, 14th Floor Riverside, CA 92502	951-955-6742 jcperez@rctlma.org
County of Orange	Ms. Laree Brommer, <i>Manager</i> Planned Communities Division 300 N. Flower Street Santa Ana, CA 92703	714-667-9649 laree.brommer@ocpw.ocgov.com
City of Menifee	Lisa Gordon, <i>Planning Manager</i> 29714 Haun Road Menifee, CA 92586	951-672-6777 lgordon@cityofmenifee.us
City of Hawaiian Gardens	Joseph Colombo, <i>Community Development Director</i> 21815 Pioneer Boulevard Hawaiian Gardens, CA 90716	562-420-2641 jcolombo@hgcity.org
City of San Juan Capistrano	Charlie View, <i>Development Services Director</i> 32400 Paseo Adelanto San Juan Capistrano, CA 92675	949-234-4410 Cview@sanjuancapistrano.org



Professional Services Agreement

MIG has reviewed the Professional Services Agreement and has no exceptions. We are ready and willing to execute a contract per the sample attached to the RFQ.



**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: Moore Iacofano Goltsman, Inc. (MIG, Inc.)

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

Not Applicable

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:

Not Applicable

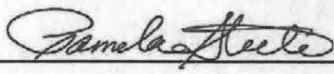
I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signed this 8th day of April, at Riverside

 , California.

Name: Pamela Steele

Title: Principal

Signature: 

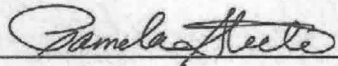


**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of Moore Iacofano Goltzman, Inc. (MIG, Inc.)
(Consultant) that all persons employed by this company are, and shall be treated fairly
without regard to race, creed, color, national origin, political affiliation, marital status,
sex, age, or disability, and in compliance with all Federal and State laws prohibiting
discrimination in employment, including, but not limited to, the Civil Rights Act of 1964,
the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Pamela Steele

Title: Principal

Signature: 

Date: April 8, 2015

Fee Schedule

MIG is sensitive to the budget challenges cities face today. We can structure a fee arrangement for Laguna Hills that provides the highest quality of service while addressing your needs for specific project assignments. Our standard fee schedule is provided for the City's review and consideration. We can work with you to develop an appropriate structure based on the work anticipated and the City's current cost recovery system.

Classification	Rate
Principal	\$185.00
Director of Planning Services	\$140.00
Director of Environmental Services / Analyses	\$140.00
Director of Biological Resources	\$140.00
Senior Project Planner	\$120.00
Primary Analyst	\$110.00
Associate Planner (Visual Simulations)	\$110.00
Associate Planner	\$100.00
Assistant Planner	\$90.00
Assistant Analyst	\$90.00
Technical	\$65.00

EXPERT WITNESS FEE

If requested to be an expert witness by the City, the fees for deposition and testimony will be billed at \$350.00/hour.

REIMBURSABLE EXPENSES

All expenses will be billed at cost plus 10%.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Second Reading and Adoption of Proposed Ordinance Approving Zone Text Amendment No. 8-17-3966 Amending Title 9 of the Laguna Hills Municipal Code to Allow Apiaries as a Permitted Use in the Estate Residential District.

RECOMMENDATION: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zone Text Amendment No. 8-17-3966, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, modifying Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-12 (Estate Residential District), and 9-74 (Property Maintenance) to allow Apiaries as a permitted use in the Estate Residential District subject to certain provisions and to add property maintenance standards related to Apiaries."

SUMMARY:

This proposed Ordinance will amend sections of Chapter 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-12 (Estate Residential District), and 9-74 (Property Maintenance) of Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code. Specifically, the proposed Ordinance will identify the establishment of apiaries as a permitted accessory use in the Estate Residential district, require registration of apiaries with the Community Development Department, and establish property maintenance standards related to apiaries as well as update and add definitions related to apiaries.

A copy of the proposed Ordinance and the Staff Report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 4-0-1 (Mayor Pro Tempore Gilbert

Second Reading & Adoption of Ordinance Approving ZTA No. 8-17-3966

June 26, 2018

Page 2

absent). It is in order to adopt the Ordinance.

ATTACHMENTS:

- Proposed Ordinance
- June 12, 2018 Introduction to Ordinance Staff Report and Attachments-ZTA 8-17-3966

ORDINANCE NO. 2018-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONE TEXT AMENDMENT NO. 8-17-3966, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, MODIFYING CHAPTERS 9-04 (DEFINITIONS), 9-10 (ZONING DISTRICTS ESTABLISHED), 9-12 (ESTATE RESIDENTIAL DISTRICT), AND 9-74 (PROPERTY MAINTENANCE) TO ALLOW APIARIES AS A PERMITTED USE IN THE ESTATE RESIDENTIAL DISTRICT SUBJECT TO CERTAIN PROVISIONS AND TO ADD PROPERTY MAINTENANCE STANDARDS RELATED TO APIARIES

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, Apiaries are permitted in the Estate Residential zoning district with approval of a conditional use permit; and

WHEREAS, the City has been made aware of unpermitted private/ non-commercial apiaries on certain private properties in the Estate Residential zoning district; and

WHEREAS, a vibrant and healthy honey bee population is vital to the health and success of flowering plants, fruit trees, and many agricultural crops and home gardens in California by providing pollination services and by furnishing honey, beeswax, and other useful products; and

WHEREAS, domestic strains of honey bees have been selectively bred for desirable traits, including gentleness, honey production, reduced swarming, pollination attributes, and other characteristics which are desirable to foster and maintain among the honey bee population of Laguna Hills; and

WHEREAS gentle strains of honey bees can be maintained within populated areas in reasonable densities to fill the ecological niche and exclude unwanted and undesirable types of bees, without causing a nuisance if the honey bees are properly located, carefully managed, and maintained; and

WHEREAS, the City Council desires to reduce the administrative cost to residents who wish to keep honey bees on their residential properties; and

WHEREAS, improper keeping of honey bees can cause a threat to the health, safety, and enjoyment of residents, primarily because of the risk of stinging; and

WHEREAS, This Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC; and

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on June 12, 2018.

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

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3. The required findings by the City for approval of a Zone Text Amendment, in accordance with Section 9-92.080(A) of the Laguna Hills Municipal Code, have been met and made as follows:

1. That the amendment or plan is consistent with the intent of the goals and policies of the general plan as a whole, and is not inconsistent with any element thereof:

The Estate Residential (ER) land use designation, as defined by the General Plan, is established for the development and preservation of very low-density residential development, characterized by large-lot single-family residential properties that permit the keeping of domesticated farm animals and which are equestrian-oriented. The ER designation has a rural characteristic which is consistent with keeping bees, and in turn, the honeybees support the General Plan goal of beautifying and enhancing the character of the community (LU-2.3, LU-4.5) by providing pollination services to local gardens and landscape. Bee-keeping is also consistent with the goals and policies of the General Plan related to sustainability and conservation (COS-1.12, COS-2.6). The keeping of bees is an activity that is currently permitted with a conditional use permit in the ER designation. The proposed apiary registration procedure does not affect consistency with any element of the General Plan nor does it interfere with any stated goal or policy thereof.

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to insure compatibility and integrity of those uses with other established uses:

The proposed apiary registration procedure in the ER district does not affect the City's ability to prescribe reasonable controls and standards for apiaries nor does it affect the ability of the City to ensure compatibility and integrity of apiaries with other uses in the ER district. The proposed "Backyard Beekeeping Administrative Regulations" will educate potential beekeepers in best practices for beekeeping and common sense standards related to siting and maintaining bee hives in single-family neighborhoods. The proposed amendment to LPMC Chapter 7-04 establishes nuisance conditions that could occur. If an issue with a registered hive is identified, nuisance procedures can be initiated and enforcement action can be taken to abate the condition. The proposed registration procedure encourages residents with currently unpermitted apiaries to register with the City, which ensures that the beekeeper is versed in basic best practices for keeping bees and aware of the responsibilities of backyard beekeeping.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species:

The proposed registration procedure for apiaries in the ER district encourages local honeybee-keeping, which strengthens the local domesticated honeybee population, which has been in decline for over a decade. This in turn provides benefits for the community, such as a docile bee population and pollination services for local gardens and landscapes as well as benefits to the bee-keeper such as honey production, beeswax production, and recreational enjoyment.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category:

The proposed registration procedure for apiaries does not affect where apiaries are permitted in the City of Laguna Hills. The proposed change modifies the current CUP requirement for apiaries to a registration requirement, making it more accessible for local residents to keep bees which accomplishes goals of sustainability, conservation, as well as providing recreational enjoyment for property owners on their residential property.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole:

The proposed registration procedure for apiaries encourages apiary owners or potential apiary owners to register with the City, allowing the City and

beekeeper to review the “Backyard Beekeeping Administrative Regulations” and ensure that they are applied appropriately on the subject property. Continuing to allow apiaries in the ER district also helps protect and preserve the domesticated honeybee population, to ensure pollination for the gardens and landscapes in the area with lower-risk pollinators.

SECTION 4. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-04 (Definitions), Section 9-04.010 (“A” Definitions) is hereby amended to modify and add definitions, as follows:

“‘Apiary’ means a facility for the maintenance of bees. Apiaries, for the purposes of this code, shall refer to up to four hives on private property operated primarily for the non-commercial, private enjoyment of owners or residents of the property on which the apiary is located.”

“‘Backyard Beekeeping Administrative Regulations’ means administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect. Such regulations are maintained by the Community Development Department and may be amended from time to time by the Community Development Director, as needed.”

SECTION 5. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-10 (Zoning Districts Established), Table 9-10.050 (Land Use Matrix) is hereby amended to allow apiaries in the Estate Residential zone as a permitted use, as follows:

**Table 9-10.050
LAND USE MATRIX**

A	Accessory Use
C	Conditional Use
SUP	Special Use Permit
P	Permitted Use
S	Site Development Permit Required
T	Temporary Use
◆	Special Requirements
●	Prohibited Use
U	See Urban Village Specific Plan
L	See Laguna Hills Planned Community Development Plan and Text

Land Use	Zones																	
	Estate Residential (ER)	Low Density Residential (LDR)	Medium Low Density Residential (MLDR)	Medium Density Residential (MDR)	High Density Residential (HDR)	Office Professional (OP)	Village Commercial (VC)	Freeway Commercial (FC)	Community Commercial (CC)	Mixed Use (MXU)	Neighborhood Mixed Use (NMU)	Community/Private Institution (C/PI)	Open Space-1 (OS-1) Parks	Open Space-2 (OS-2) Drainage Facilities	Open Space-3 (OS-3) Landscape Corridors	Planned Community (PC)	Planned Community Residential (PCR)	
Apiary	A	•	•	•	•	•	U	•	•	•	•	•	•	•	•	L	•	See Chapter 9-12

SECTION 6. Title 9 (Zoning and Subdivisions) of the City of Laguna Hills Municipal Code, Chapter 9-12 (ER Estate Residential District), Table 9-12.020 (Estate Residential Uses) is hereby amended to allow apiaries in the Estate Residential zone as a permitted use, as follows:

**Table 9-12.020
ESTATE RESIDENTIAL USES**

Uses	Permitted	Accessory	Reference
Apiary		P	Subject to LHMC 9-12.060

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

SECTION 7. Title 9 (Zoning and Subdivisions) of the City of Laguna Hills Municipal Code, Chapter 9-12 (ER Estate Residential District), is hereby amended to add Section 9-12.060 (Keeping of bees), as follows:

9-12.060 Keeping of bees.

Apiaries, as defined in LPMC 9-04.010, are permitted on single-family residential property within the Estate Residential zoning district subject to the following provisions:

- A. It shall be unlawful for any person to have, keep, or maintain any apiary pursuant to this Code section unless the owner of the apiary first registers the apiary with the City. Apiary registrations are issued by the Community Development Director. Registrations must be renewed annually. New registrations shall be accompanied by the Apiary Registration Fee, established by Resolution of the City Council. Any registration can be revoked by the Community Development Director when an apiary owner fails to maintain the apiary in accordance with the property maintenance standards related to apiaries contained in Chapter 9-74.
- B. The notification of all property owners and tenants of abutting properties is required prior to the issuance of any new apiary registration. The City shall mail the notice and shall issue the registration 10 days following such notice, unless, pursuant to LPMC 9-74.050(S)(8), a resident of an abutting property presents evidence of a medically-certified severe allergy (Anaphylaxis) to the sting of honey bees.
- C. All apiaries shall be maintained in accordance with the Backyard Beekeeping Administrative Regulations. The Backyard Beekeeping Administrative Regulations are administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect.

SECTION 8. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-74 (Property Maintenance), Section 9-74.020 (Definitions) is hereby amended to add definitions, as follows:

“Backyard Beekeeping Administrative Regulations’ means administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect. Such regulations are maintained by the Community Development Department and may be amended from time to time by the Community Development Director, as needed.”

“Bee’ means any stage of the common domestic honeybee (*Apis Mellifera*).”

“Hive’ means a structure for housing a bee colony.”

“Requeen’ means to replace the queen bee in a colony with a new queen. This is usually done to prevent swarming (in the case of older queens) and/or if Africanization of the colony is suspected.”

SECTION 9. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-74 (Property Maintenance), Section 9-74.050 (Property maintenance standards) is hereby amended to add property maintenance standards related to apiaries, as follows:

LHMC 9-74.050 Property maintenance standards.

S. Apiaries. The keeping of bees or hives in a manner that through action or inaction allows for any of the following conditions to occur is prohibited:

1. Apiaries in zoning districts in which “apiary” is not a permitted use.
2. Apiaries which are not registered with the Community Development Department of the City.
3. Bees that exhibit defensive or objectionable behavior or interfere with the normal use of neighboring properties.
4. Bees that swarm due to failure to requeen or without response to contain or relocate such bees within three days.
5. Bees that swarm without response to contain or relocate within 24 hours.
6. Apiaries that do not conform to the Backyard Beekeeping Administrative Regulations.
7. Hive abandonment by resident bees or by the owner.
8. A complaint is received from a person residing on an abutting property with proof of a medically-certified severe allergy (Anaphylaxis) to the sting of honey bees within 10 days of notice from the City that an applicant intends to keep bees on the property.
9. Apiaries that consist of more than four hives on private property.
10. Apiaries on private property that are maintained and operated for primarily commercial purposes.

SECTION 10. This Ordinance shall take effect on July 27, 2018, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 11. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 12. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 13. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 26th day of June 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Ordinance No. 2018-X

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2018-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 12th day of June 2018, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 26th day of June 2018, by the following vote, to wit:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Proposed Ordinance (1603 : Second Reading & Adoption of Ordinance Approving ZTA No. 8-17-3966)

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2018-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONE TEXT AMENDMENT NO. 8-17-3966, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, MODIFYING CHAPTERS 9-04 (DEFINITIONS), 9-10 (ZONING DISTRICTS ESTABLISHED), 9-12 (ESTATE RESIDENTIAL DISTRICT), AND 9-74 (PROPERTY MAINTENANCE) TO ALLOW APIARIES AS A PERMITTED USE IN THE ESTATE RESIDENTIAL DISTRICT SUBJECT TO CERTAIN PROVISIONS AND TO ADD PROPERTY MAINTENANCE STANDARDS RELATED TO APIARIES

on the 15th day of June 2018, was published in summary in the Orange County Register; and on the 27th day of June 2018 was published in summary in the Orange County Register, and was, in compliance with City Resolution No. 2004-05-25-2, on the 15th day of June 2018, and on the 29th day of June 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Courtyard at La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Proposed Ordinance (1603 : Second Reading & Adoption of Ordinance Approving ZTA No. 8-17-3966)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Zone Text Amendment No. 8-17-3966, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Modifying Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-12 (Estate Residential District), and 9-74 (Property Maintenance) to Allow Apiaries as a Permitted Use in the Estate Residential District, Subject to Certain Provisions, and to Add Property Maintenance Standards Related to Apiaries.

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing; and, (2) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zone Text Amendment No. 8-17-3966, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Modifying Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-12 (Estate Residential District), and 9-74 (Property Maintenance) to allow apiaries as a permitted use in the Estate Residential District subject to certain provisions and to add property maintenance standards related to apiaries".

SUMMARY:

Apiaries are facilities for the keeping/maintenance of honeybees and are currently permitted in the Estate Residential (ER) zoning district with approval of a Conditional Use Permit (CUP). The City has been made aware of apiaries located on certain private residential properties within the ER district which are unpermitted. After completing an evaluation of the current permitting requirements, staff identified process improvements involving modifying the requirement from a CUP to an administrative

registration process. The proposed changes would identify the establishment of apiaries as a permitted accessory use in the Estate Residential district, require registration of apiaries with the Community Development Department, and establish property maintenance standards related to apiaries as well as update and add definitions related to apiaries.

BACKGROUND:

Apiaries are facilities for the keeping/maintenance of honeybees. The benefits of beekeeping include healthier, more docile bee populations, fewer Africanized bees, pollination for local plants, trees, and crops, honey production, and recreational enjoyment for the beekeeper. These benefits do not come without risks, primarily that the bees can sting. Stinging incidents, which occur whether or not honeybees are being kept domestically, can be caused by a variety of factors, including Africanized hives (causing more aggressive bees), disturbances to hives resulting from improper placement or working of the hives, or placement of hives too close to high activity areas where the chances of disturbance are increased. A properly sited and maintained apiary can nearly eliminate the risk of stinging incidents. With the honeybee population declining and the important role honeybees serve, many jurisdictions are re-evaluating their rules to address apiaries in urban and sub-urban settings, and modifying their current permitting requirements.

Laguna Hills is situated well geographically to support an active honeybee population with its wealth of flowering plants and fruit trees. The City's ER zoning district is characterized by large-lot, equestrian-oriented, single-family residential neighborhoods in hillside areas. All of the subject residential properties that benefit from the proposed changes are within the Nellie Gail Ranch and Moulton Ranch Homeowners Associations. Typical lots in the ER district range from a 0.25-1.25 acres and include lots as large as 5 acres. Because of the large lot sizes, these properties can be ideal for keeping domesticated farm animals, and also provide an opportunity for beekeeping.

Apiaries are currently permitted in the ER zoning district with approval of a CUP. This was an existing regulation for this district under the County's zoning code which the City adopted upon incorporation (County of Orange Zoning Code Section 7-9-65.4, E1 "Estates" District principal uses permitted subject to a use permit). Despite the fact that apiaries have always required a CUP in the ER district, the City has no record of any applications for apiaries or approved CUPs for apiaries. Earlier this year, the City was contacted regarding an apiary on private property, which may have been the source of bees that were involved in a stinging incident on an adjacent private equestrian trail. Subsequently, the City has been made aware of at least two other apiaries located on private properties within the ER district. This prompted staff to evaluate how the Zoning

Code currently addresses apiaries and the appropriateness of the required permitting procedures.

Regulation and permitting of apiaries varies widely among other jurisdictions in Southern California. Not all jurisdictions address apiaries or beekeeping, and some that do, only allow it as a commercial or education operation, and in those cases typically require a CUP. Among the ones that do allow “backyard beekeeping,” as in the ER zone, permitting varies from no permit required, to an apiary “registration” permit, to an animal permit. Staff found only one jurisdiction in the county that required a CUP for “backyard” apiaries (Yorba Linda).

PROPOSAL:

The proposed zone text amendment would continue to permit apiaries in the ER zoning district, but would require an administrative registration instead of a CUP, and amend the definition of apiary to be specific to non-commercial beekeeping on private property. A CUP requires a large initial deposit (\$7,574.40) and a noticed public hearing before the Planning Agency. CUPs are typically associated with commercial uses. Since a majority of beekeepers in residential areas are hobbyists, with no commercial component, the deposit currently required for a CUP is prohibitive for many applicants.

The purpose of a CUP is to place operating conditions over land uses that would otherwise have a detrimental effect on the community as a result of excessive noise, odors, or other undesirable characteristics. For apiaries, the City’s existing regulations to require a CUP originated from the County of Orange zoning code, which was subsequently adopted by the city upon its incorporation in 1991. While staff is not aware of the County’s specific reasons for requiring a CUP for apiaries, it’s likely a CUP was required to ensure beekeepers implemented proper care and maintenance of hives and minimize the risks of adverse bee behaviors, such as swarming.

Given the knowledge we have about the importance of bees to humans and our ecosystem, the current crisis facing honey bee populations (as discussed in the “Background” section, above), and the relative low risk honeybees pose to the health and safety of residents, staff believes the current requirements for a CUP can be replaced to instead require owners to register their apiaries and implement best management practices to maintain their hives. Staff recognizes that honey bee stings constitute a significant danger to individuals with an anaphylactic reaction to them (severe allergy), backyard apiaries do not significantly increase that risk. Honey bees exist in our area whether “kept” by beekeepers or not, and in fact, beekeepers usually go to significant lengths to ensure their bees do not exhibit problematic behaviors (swarming, excessive defensiveness, etc.), as these behaviors result in problems for the beekeeper, including losing their bees (absconding). Staff’s goal in modifying the City’s

ZTA No. 8-17-3966 Apiaries

June 12, 2018

Page 4

regulations was to make beekeeping a practice that can reasonably be permitted on large-lot residential properties, while promoting responsible beekeeping practices that promote a docile, useful honey bee population, and prevent to the extent feasible nuisance bee behaviors.

The proposed changes would list apiaries as a permitted accessory use in the Estate Residential district, require annual registration of apiaries with the Community Development Department, and establish property maintenance standards related to apiaries as well as update and add definitions related to apiaries. Registration and maintenance of an apiary would require compliance with “Backyard Beekeeping Administrative Regulations” (see Attachment 3). These Administrative Regulations range from ideal siting attributes to maintenance practices. In addition to the best management practices identified, staff has limited the number of hives to no more than four.

Prior to the establishment of an apiary, adjoining property owners would be notified in writing of the proposal by staff. As with a CUP, any complaints associated with a registered apiary would still be reported to Code Enforcement so that the City can check to ensure the applicant is adhering to the administrative regulations and property maintenance standards. Staff has incorporated proposed property maintenance standards in LPMC 9-74 (see Attachment 2). Should major problems arise, a registration could be revoked or not renewed, unless corrected by the owner.

In reviewing the options the City had for evaluating apiaries on residential properties, staff surveyed all adjacent cities (Laguna Woods, Laguna Niguel, Aliso Viejo, Irvine, Lake Forest, and Mission Viejo), nearby cities that have recently updated their regulations related to beekeeping (Santa Ana and Fullerton), as well as other nearby jurisdictions that address apiaries or beekeeping in their Municipal Codes (Laguna Beach, Yorba Linda, County of San Diego, City of San Diego, Santa Monica, and City of Los Angeles). Staff also researched bees as a species and their various behaviors and activities. Staff has spoken with residents and others with an interest in the topic and has received written comments from many members of the public (see “Public Comment” section and Attachment 5).

Based on staff research, it is undeniable that the honey bee is vital to the health and success of flowering plants, fruit trees, and many agricultural crops and home gardens in our area. Furthermore the California Department of Food and Agriculture has declared that a healthy and vibrant apiary industry is important to the economy and welfare of the people of the State of California. It is also well documented that Colony Collapse Disorder is causing a drastic decline in domesticated honeybee populations worldwide. Backyard beehives have been shown to be one step in reversing this trend.

Even though the importance of honey bees is well documented and reinforced by both the Federal and State Government (US Department of Agriculture and the CA Department of Food and Agriculture), there are no standard regulations related to backyard beekeeping. It is left up to each local municipality how to handle the issue. As previously mentioned, two other Orange County cities recently amended their regulations to be more permissive regarding backyard apiaries - Fullerton and Santa Ana. The modifications staff proposes closely mirror the adopted changes in Fullerton, where their staff worked with faculty from Cal Poly Pomona to come up with a Beekeeping Best Management Practice document (which is similar in content and purpose to staff's proposed Backyard Beekeeping Administrative Regulation document).

Should the proposed Ordinance (Attachment 1) and the proposed Backyard Beekeeping Administrative Regulations (Attachment 3) be adopted, potential beekeepers would need to fill out the registration application available from the Community Development Department (at the Planning counter and on the City website). The registration application has several components:

- Applicant information. The applicant must reside at the property as the definition of apiary as proposed in LPMC 9-04.010 states that the purpose of apiaries are for the non-commercial private enjoyment of owners or residents of the property on which the apiary is located.
- Property owner approval (if the applicant is not the property owner).
- A simple site plan (which can be hand-drawn) showing the proposed location of the apiary and other pertinent information demonstrating the ability to comply with the Backyard Beekeeping Administrative Regulations. This is only required for new registrations or if there are changes to the site plan affecting the apiary.
- Acknowledgement that the applicant has read and understands the Backyard Beekeeping Administrative Regulations.
- Payment of a registration fee, to recover some costs of administering the apiary registration program. See discussion of the proposed fee in the "Fiscal Impact" section, below.

Should the proposed regulations be adopted, staff believes the process and administrative cost to the beekeeper to be more in line with what is reasonable for a hobby use, making beekeepers more likely to register their apiaries with the City. This allows the City to ensure potential beekeepers are seeking out appropriate information and are educated at least on the basics of beekeeping in order to promote responsible beekeeping and avoid conditions which might be detrimental to the health and safety of the public. The primary concern related to keeping bees in residential areas is the

danger of stinging which ranges from annoying for a non-allergic person to potentially life-threatening for someone with a severe allergy. Existing apiaries would be subject to the requirements of these new regulations.

FISCAL IMPACT:

While the proposed ZTA has no direct fiscal impact, processing the proposed registrations does involve some staff time and expense. Therefore, staff proposes a \$50 registration fee for new registrations. No fee would be charged for renewals (which require only minimal updates to the existing registration). The fee calculation, which is included as Attachment 6, includes anticipated staff time needed to review the application and complete the registration process. While the proposed fee represents only 62% recovery for the anticipated cost, the low fee is meant to encourage registration and to be comparable to similar permits in other jurisdictions. For example, the current fees for backyard beekeeping permits in the City of Laguna Beach and the City of Fullerton are both \$75. The no-fee annual renewal incentivizes beekeepers to keep their registration current, allowing the City to more accurately track apiaries in the City. The fee will need to be formally adopted by a resolution of the City Council at a later date.

PUBLIC COMMENT:

To date, the City has received comments from several individuals. The written comments received by staff has received can be found in Attachment 5. The vast majority of the comments were in support of the City relaxing its apiary requirements in the ER district. One individual was against the City permitting bees to be kept at all, even with the current CUP requirement.

CEQA FINDINGS:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. The proposed zoning code text amendment modifies the permit type required for apiaries in the Estate Residential zone from a Conditional Use Permit to an administrative registration procedure.

ZTA No. 8-17-3966 Apiaries

June 12, 2018

Page 7

ATTACHMENTS:

- Att 1 Proposed Ordinance
- Att 2 Redline zoning code
- Att 3 Backyard Beekeeping Admin Regs
- Att 4 Apiary Registration
- Att 5 Public Comment
- Att 6 Fee Calculation

ATTACHMENT 1

ORDINANCE NO. 2018 -

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONE TEXT AMENDMENT NO. 8-17-3966, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, MODIFYING CHAPTERS 9-04 (DEFINITIONS), 9-10 (ZONING DISTRICTS ESTABLISHED), 9-12 (ESTATE RESIDENTIAL DISTRICT), AND 9-74 (PROPERTY MAINTENANCE) TO ALLOW APIARIES AS A PERMITTED USE IN THE ESTATE RESIDENTIAL DISTRICT SUBJECT TO CERTAIN PROVISIONS AND TO ADD PROPERTY MAINTENANCE STANDARDS RELATED TO APIARIES

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, Apiaries are permitted in the Estate Residential zoning district with approval of a conditional use permit; and

WHEREAS, the City has been made aware of unpermitted private/ non-commercial apiaries on certain private properties in the Estate Residential zoning district; and

WHEREAS, a vibrant and healthy honey bee population is vital to the health and success of flowering plants, fruit trees, and many agricultural crops and home gardens in California by providing pollination services and by furnishing honey, beeswax, and other useful products; and

WHEREAS, domestic strains of honey bees have been selectively bred for desirable traits, including gentleness, honey production, reduced swarming, pollination attributes, and other characteristics which are desirable to foster and maintain among the honey bee population of Laguna Hills; and

WHEREAS gentle strains of honey bees can be maintained within populated areas in reasonable densities to fill the ecological niche and exclude unwanted and undesirable types of bees, without causing a nuisance if the honey bees are properly located, carefully managed, and maintained; and

WHEREAS, the City Council desires to reduce the administrative cost to residents who wish to keep honey bees on their residential properties; and

WHEREAS, improper keeping of honey bees can cause a threat to the health, safety, and enjoyment of residents, primarily because of the risk of stinging; and

WHEREAS, This Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC; and

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on June 12, 2018.

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

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3. The required findings by the City for approval of a Zone Text Amendment, in accordance with Section 9-92.080(A) of the Laguna Hills Municipal Code, have been met and made as follows:

1. That the amendment or plan is consistent with the intent of the goals and policies of the general plan as a whole, and is not inconsistent with any element thereof:

The Estate Residential (ER) land use designation, as defined by the General Plan, is established for the development and preservation of very low-density residential development, characterized by large-lot single-family residential properties that permit the keeping of domesticated farm animals and which are equestrian-oriented. The ER designation has a rural characteristic which is consistent with keeping bees, and in turn, the honeybees support the General Plan goal of beautifying and enhancing the character of the community (LU-2.3, LU-4.5) by providing pollination services to local gardens and landscape. Bee-keeping is also consistent with the goals and policies of the General Plan related to sustainability and conservation (COS-1.12, COS-2.6). The keeping of bees is an activity that is currently permitted with a conditional use permit in the ER designation. The proposed apiary registration procedure does not affect consistency with any element of the General Plan nor does it interfere with any stated goal or policy thereof.

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to insure compatibility and integrity of those uses with other established uses:

The proposed apiary registration procedure in the ER district does not affect the City's ability to prescribe reasonable controls and standards for apiaries nor does it affect the ability of the City to ensure compatibility and integrity of apiaries with other uses in the ER district. The proposed "Backyard Beekeeping Administrative Regulations" will educate potential beekeepers in best practices for beekeeping and common sense standards related to siting and maintaining bee hives in single-family neighborhoods. The proposed amendment to LPMC Chapter 7-04 establishes nuisance conditions that could occur. If an issue with a registered hive is identified, nuisance procedures can be initiated and enforcement action can be taken to abate the condition. The proposed registration procedure encourages residents with currently unpermitted apiaries to register with the City, which ensures that the beekeeper is versed in basic best practices for keeping bees and aware of the responsibilities of backyard beekeeping.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species:

The proposed registration procedure for apiaries in the ER district encourages local honeybee-keeping, which strengthens the local domesticated honeybee population, which has been in decline for over a decade. This in turn provides benefits for the community, such as a docile bee population and pollination services for local gardens and landscapes as well as benefits to the bee-keeper such as honey production, beeswax production, and recreational enjoyment.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category:

The proposed registration procedure for apiaries does not affect where apiaries are permitted in the City of Laguna Hills. The proposed change modifies the current CUP requirement for apiaries to a registration requirement, making it more accessible for local residents to keep bees which accomplishes goals of sustainability, conservation, as well as providing recreational enjoyment for property owners on their residential property.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole:

The proposed registration procedure for apiaries encourages apiary owners or potential apiary owners to register with the City, allowing the City and

beekeeper to review the “Backyard Beekeeping Administrative Regulations” and ensure that they are applied appropriately on the subject property. Continuing to allow apiaries in the ER district also helps protect and preserve the domesticated honeybee population, to ensure pollination for the gardens and landscapes in the area with lower-risk pollinators.

SECTION 4. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-04 (Definitions), Section 9-04.010 (“A” Definitions) is hereby amended to modify and add definitions, as follows:

“Apiary’ means a facility for the maintenance of bees. Apiaries, for the purposes of this code, shall refer to up to four hives on private property operated primarily for the non-commercial, private enjoyment of owners or residents of the property on which the apiary is located.”

“Backyard Beekeeping Administrative Regulations’ means administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect. Such regulations are maintained by the Community Development Department and may be amended from time to time by the Community Development Director, as needed.”

SECTION 5. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-10 (Zoning Districts Established), Table 9-10.050 (Land Use Matrix) is hereby amended to allow apiaries in the Estate Residential zone as a permitted use, as follows:

**Table 9-10.050
LAND USE MATRIX**

A	Accessory Use
C	Conditional Use
SUP	Special Use Permit
P	Permitted Use
S	Site Development Permit Required
T	Temporary Use
◆	Special Requirements
●	Prohibited Use
U	See Urban Village Specific Plan
L	See Laguna Hills Planned Community Development Plan and Text

Land Use	Zones																	
	Estate Residential (ER)	Low Density Residential (LDR)	Medium Low Density Residential (MLDR)	Medium Density Residential (MDR)	High Density Residential (HDR)	Office Professional (OP)	Village Commercial (VC)	Freeway Commercial (FC)	Community Commercial (CC)	Mixed Use (MXU)	Neighborhood Mixed Use (NMU)	Community/Private Institution (C/PI)	Open Space-1 (OS-1) Parks	Open Space-2 (OS-2) Drainage Facilities	Open Space-3 (OS-3) Landscape Corridors	Planned Community (PC)	Planned Community Residential (PCR)	
Apiary	A	•	•	•	•	•	U	•	•	•	•	•	•	•	•	L	•	See Chapter 9-12

SECTION 6. Title 9 (Zoning and Subdivisions) of the City of Laguna Hills Municipal Code, Chapter 9-12 (ER Estate Residential District), Table 9-12.020 (Estate Residential Uses) is hereby amended to allow apiaries in the Estate Residential zone as a permitted use, as follows:

**Table 9-12.020
ESTATE RESIDENTIAL USES**

Uses	Permitted	Accessory	Reference
Apiary		P	Subject to LHMC 9-12.060

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

SECTION 7. Title 9 (Zoning and Subdivisions) of the City of Laguna Hills Municipal Code, Chapter 9-12 (ER Estate Residential District), is hereby amended to add Section 9-12.060 (Keeping of bees), as follows:

9-12.060 Keeping of bees.

Apiaries, as defined in LHMC 9-04.010, are permitted on single-family residential property within the Estate Residential zoning district subject to the following provisions:

- A. It shall be unlawful for any person to have, keep, or maintain any apiary pursuant to this Code section unless the owner of the apiary first registers the apiary with the City. Apiary registrations are issued by the Community Development Director. Registrations must be renewed annually. New registrations shall be accompanied by the Apiary Registration Fee, established by Resolution of the City Council. Any registration can be revoked by the Community Development Director when an apiary owner fails to maintain the apiary in accordance with the property maintenance standards related to apiaries contained in Chapter 9-74.
- B. The notification of all property owners and tenants of abutting properties is required prior to the issuance of any new apiary registration. The City shall mail the notice and shall issue the registration 10 days following such notice, unless, pursuant to LHMC 9-74.050(S)(8), a resident of an abutting property presents evidence of a medically-certified severe allergy (Anaphylaxis) to the sting of honey bees.
- C. All apiaries shall be maintained in accordance with the Backyard Beekeeping Administrative Regulations. The Backyard Beekeeping Administrative Regulations are administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect.

SECTION 8. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-74 (Property Maintenance), Section 9-74.020 (Definitions) is hereby amended to add definitions, as follows:

“Backyard Beekeeping Administrative Regulations’ means administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect. Such regulations are maintained by the Community Development Department and may be amended from time to time by the Community Development Director, as needed.”

“Bee’ means any stage of the common domestic honeybee (*Apis Mellifera*).”

“Hive’ means a structure for housing a bee colony.”

“Requeen’ means to replace the queen bee in a colony with a new queen. This is usually done to prevent swarming (in the case of older queens) and/or if Africanization of the colony is suspected.”

SECTION 9. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-74 (Property Maintenance), Section 9-74.050 (Property maintenance standards) is hereby amended to add property maintenance standards related to apiaries, as follows:

LHMC 9-74.050 Property maintenance standards.

S. Apiaries. The keeping of bees or hives in a manner that through action or inaction allows for any of the following conditions to occur is prohibited:

1. Apiaries in zoning districts in which “apiary” is not a permitted use.
2. Apiaries which are not registered with the Community Development Department of the City.
3. Bees that exhibit defensive or objectionable behavior or interfere with the normal use of neighboring properties.
4. Bees that swarm due to failure to requeen or without response to contain or relocate such bees within three days.
5. Bees that swarm without response to contain or relocate within 24 hours.
6. Apiaries that do not conform to the Backyard Beekeeping Administrative Regulations.
7. Hive abandonment by resident bees or by the owner.
8. A complaint is received from a person residing on an abutting property with proof of a medically-certified severe allergy (Anaphylaxis) to the sting of honey bees.
9. Apiaries that consist of more than four hives on private property.
10. Apiaries on private property that are maintained and operated for primarily commercial purposes.

SECTION 10. This Ordinance shall take effect on _____, 2018, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 11. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 12. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 13. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Ordinance No. 2018-

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced
and placed upon its first reading at a Regular Meeting of the City Council on the
_____ day of _____ 2018, and that thereafter, said Ordinance
was duly adopted and passed at a Regular Meeting of the City Council held on the
_____ day of _____ 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Laguna Hills, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of
Laguna Hills;

That in compliance with State Laws of the State of California,
ORDINANCE NO. _____, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONE TEXT AMENDMENT NO. 8-17-3966, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, MODIFYING CHAPTERS 9-04 (DEFINITIONS), 9-10 (ZONING DISTRICTS ESTABLISHED), 9-12 (ESTATE RESIDENTIAL DISTRICT), AND 9-74 (PROPERTY MAINTENANCE) TO ALLOW APIARIES AS A PERMITTED USE IN THE ESTATE RESIDENTIAL DISTRICT SUBJECT TO CERTAIN PROVISIONS AND TO ADD PROPERTY MAINTENANCE STANDARDS RELATED TO APIARIES

on the _____ day of _____ 2018, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Courtyard at La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

ATTACHMENT 2:
Redline Zone Text Sections

LHMC 9-04.010 "A" Definitions

"Apiary" means a facility for the maintenance of bees. Apiaries, for the purposes of this code, shall refer to up to four hives on private property operated primarily for the non-commercial, private enjoyment of owners or residents of the property on which the apiary is located.

"Backyard Beekeeping Administrative Regulations" means administrative regulation established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect. Such regulations are maintained by the Community Development Department and may be amended from time to time by the Community Development Director, as needed.

LHMC 9-10.050 LAND USE MATRIX

Land Use	Estate Residential (ER)	Low Density Residential (LDR)	Medium Low Density Residential (MLDR)	Medium Density Residential (MDR)	High Density Residential (HDR)	Office Professional (OP)	Village Commercial (VC)	Freeway Commercial (FC)	Community Commercial (CC)	Mixed Use (MXU)	Neighborhood Mixed Use (NIMU)	Community/Private Institution (C/PI)	Open Space-1 (OS-1) Parks	Open Space-2 (OS-2) Drainage Facilities	Open Space-3 (OS-3) Landscape Corridors	Planned Community (PC)	Planned Residential (PCR)	Reference
Apiary	EA	•	•	•	•	•	U	•	•	•	•	•	•	•	•	L	•	See Chapter 9-12

ATTACHMENT 2:
Redline Zone Text Sections

LHMC 9-12.020 ESTATE RESIDENTIAL USES

Uses	Permitted	Accessory	Reference
Apiary	€	P	Subject to LHMC 9-12.060

LHMC 9-12.060 Keeping of bees

Apiaries, as defined in LHMC 9-04.010, are permitted on single-family residential property within the Estate Residential zoning district subject to the following provisions:

- A. It shall be unlawful for any person to have, keep, or maintain any apiary pursuant to this Code section unless the owner of the apiary first registers the apiary with the City. Apiary registrations are issued by the Community Development Director. Registrations must be renewed annually. New registrations shall be accompanied by an appropriate fee, as established by Resolution of the City Council. Any registration can be revoked by the Community Development Director when an apiary owner fails to maintain the apiary in accordance with the property maintenance standards related to apiaries contained in Chapter 9-74.
- B. The notification of all property owners and tenants of abutting properties is required prior to the issuance of any new apiary registration. The City shall mail the notice and shall issue the registration 10 days following such notice, unless, pursuant to LHMC 9-74.050(S)(8), a resident of an abutting property presents evidence of a medically-certified severe allergy (Anaphylaxis) to the sting of honey bees.
- C. All apiaries shall be maintained in accordance with the Backyard Beekeeping Administrative Regulations. The Backyard Beekeeping Administrative Regulations are administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect.

LHMC 9-74.020 Definitions.

“Backyard Beekeeping Administrative Regulations” means administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect. Such regulations are maintained by the Community Development Department and may be amended from time to time by the Community Development Director, as needed.

“Bee” means any stage of the common domestic honeybee (*Apis Mellifera*).

“Hive” means a structure for housing a bee colony.

ATTACHMENT 2:
Redline Zone Text Sections

“Requeen” means to replace the queen bee in a colony with a new queen. This is usually done to prevent swarming (in the case of older queens) and/or if Africanization of the colony is suspected.

LHMC 9-74.050 Property maintenance standards.

- S. Apiaries. The keeping of bees or hives in a manner that through action or inaction allows for any of the following conditions to occur is prohibited:
1. Apiaries in zoning districts in which “apiary” is not a permitted use.
 2. Apiaries which are not registered with the Community Development Department of the City.
 3. Bees that exhibit defensive or objectionable behavior or interfere with the normal use of neighboring properties.
 4. Bees that swarm due to failure to requeen or without response to contain or relocate within three days.
 5. Keeping or maintaining bee hives or colonies of aggressive bees that swarm without response to contain or relocate within 24 hours.
 6. Apiaries that do not conform to the Backyard Beekeeping Administrative Regulations.
 7. Hive abandonment by resident bees or by the owner.
 8. A complaint is received from a person residing on an abutting property with proof of a medically-certified severe allergy (Anaphylaxis) to the sting of honey bees within 10 days of notice from the City that an applicant intends to keep bees on the property.
 9. Apiaries that consist of more than four hives on private property.
 10. Apiaries on private property that are maintained and operated for primarily commercial purposes.



Backyard Beekeeping

Administrative Regulations

BEFORE YOU BEGIN

The success of beekeeping in Laguna Hills is dependent upon responsible beekeepers utilizing good management practices. These Administrative Regulations are intended to provide guidance to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect.

If you are new to beekeeping, the City recommends that you take a class, available through a number of local sources such as university extension programs and beekeeping organizations. Making contact with and participating in a local beekeeping organization is also a great way to educate yourself, share knowledge, and participate in educating the public regarding apiculture. (See Resource section, on reverse).

DEFINITIONS

“Apiary” means a facility for the maintenance of bees. Apiaries, as defined in the Laguna Hills Municipal Code, refers to up to four hives on private property operated primarily for the non-commercial, private enjoyment of owners or residents of the property on which the apiary is located.

“Bee” means any stage of the common domestic honeybee (*Apis Mellifera*).

“Hive” means a structure for housing a bee colony.

“Requeen” means to replace the queen bee in a colony with a new queen. This is usually done to prevent swarming (in the case of an older queen) and/or if Africanization of the colony is suspected.

Apiaries are permitted as an accessory use on single-family residential properties within the Estate Residential zone (see LHMC 9-12.060). Beekeepers must register their apiary with the Community Development Department. The initial registration must be accompanied by the Apiary Registration Fee as established by Resolution of the City Council. The registration must be renewed annually, for which there is no fee. The City will accept a registration to keep bees on a property only with written permission of the property owner. The registration form can be obtained from the Community Development Department. Beekeepers are also encouraged to register their hives annually with Orange County Vector Control (ocvector.org) and/or the Orange County Agricultural Commissioner (ocagcomm.com) to be notified of any pesticide spraying conducted so that appropriate measures can be taken to protect the bees. Also note that production of honey or other food products for sale requires a Cottage Food Permit from the Orange County Health Care Agency (ocfoodinfo.com).

LOCATING YOUR APIARY

Be considerate of your neighbors and your bees when siting your apiary.

- Apiaries, like many other accessory structures, must be located in the rear yard (behind the primary residence), in a secured area (to prevent unauthorized access), and screened from view from public or private streets or trails.
- Hives should be located to prevent accidental disturbances of the hives (from neighbors, trail users, and landscapers, for example) and away from light sources that might attract bees at night (e.g. patio lights, street lights, and security lights).
- Care should be taken in orienting the flight path (approximately 10 feet in front of the hive entrance) away from neighboring properties, streets, trails, and other high use areas. However, other methods of re-directing the flight path can be substituted, such as utilization of barriers such as six-foot high dense hedges or walls, to direct the bees upward.
- A water source should be provided on the subject property, near the hive(s) that is accessible to bees. While bees will seek water where they wish, providing a suitable, clean, fresh, accessible water source near the hive(s) can discourage bees from seeking water at inappropriate locations, causing nuisance conditions.

OPERATIONAL CONSIDERATIONS

Be considerate of your neighbors and your bees when performing hive manipulations or performing other maintenance around your hives such as mowing the lawn or other landscaping.

- Be cognizant of conditions affecting the temperament of the colony and avoid working the hive under questionable circumstances (e.g. weather, presence of nearby disturbances, presence of robbing behavior).
- Be aware of neighbor activities and avoid working the hive when neighbors are working or playing outdoors.
- Smoke should be utilized when working with the hives or performing other maintenance around the hives such as landscaping. Beekeepers should be cognizant of good fire-safety practices and should not leave lighted smoke unattended.
- Checking the hives regularly is important, but try to keep disturbances as brief as possible.

Backyard Beekeeping Administrative Regulations

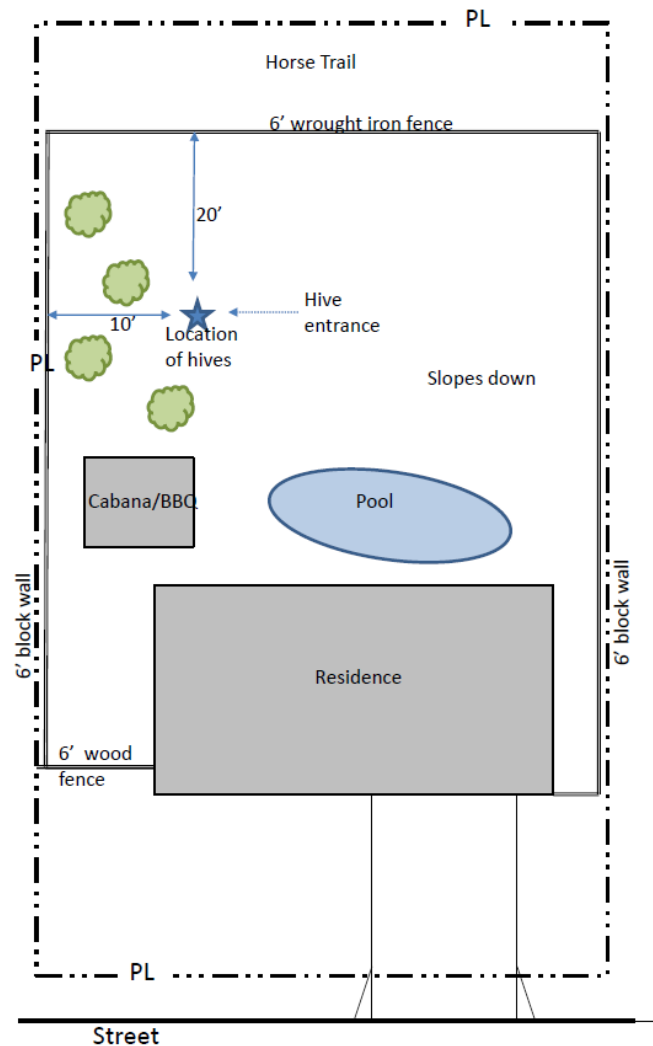
(Continued)

HIVE MANAGEMENT

Beekeepers should perform regular hive inspections and maintenance to ensure the health of the hive; however unnecessary manipulations should be avoided. The frequency with which a beekeeper should check and perform maintenance on a hive varies depending on the season. Good record-keeping can be a valuable tool, especially for beginning beekeepers. Generally hives should be inspected for the following with appropriate follow-up:

- **Space:** Make sure there is enough space in the hive for the number of bees and reduce/enlarge the hive as needed. For this reason a hive with moveable frames can be more convenient for beekeepers. Occasionally hive splitting may be required. Overcrowding should be avoided to prevent swarming or absconding of the bees to the extent possible.
- **Disease and Pests:** Beekeepers should stay educated on the signs of disease and presence of parasites and the appropriate way to deal with these issues should they be identified. Many diseases are highly contagious and would be detrimental to the local bee community if not dealt with quickly and correctly.
- **Queens:** Beekeepers should obtain queens from reliable sources to ensure proper temperament and performance. Queens should be checked regularly. Re-queening the hive should be considered for underperforming or older queens (over two years is a general rule) to prevent swarming, and any time Africanization of the hive is suspected.
- **Robbing Behavior:** In conditions when robbing behavior is occurring, care should be taken to avoid disturbing bees unnecessarily and to clean up any spills of honey or other similar substances that would attract bees and further robbing behavior.

EXAMPLE PLOT PLAN



PROPERTY MAINTENANCE STANDARDS

Beekeepers are responsible for maintaining their apiary in such a way as to avoid property maintenance violations. Property maintenance regulations related to bees and apiaries can be found in LHMC 9-74.050 (S). Please be aware that pursuant to these regulations, if a person residing on an abutting property submits proof to the City of a medically-certified bee sting allergy within 10 days following notice from the City of your intent to operate an apiary, the City will not issue the apiary registration.

RESOURCES

Beekeepers Association of Southern California (beekeepersassociationofsoutherncalifornia.org)
 The Orange County Beekeepers Association (ocbeekeepers.org)
 OC Backyard Bees (backyardbees.net)
 American Beekeeping Federation (abfnet.org)
 American Bee Journal (americanbeejournal.com)

There are myriad books and other online resources also available. Local colleges such as Cal Poly Pomona and Saddleback College may offer classes or workshops related to beekeeping from time to time as well.

Planning Department

(949) 707-2672
www.lagunahillscsca.gov
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, CA 92653

Planning Counter Hours

Monday - Thursday: 1:00 PM - 5:30 PM
 Friday: 1:00 PM - 5:00 PM



CITY OF LAGUNA HILLS
APIARY REGISTRATION FOR ESTATE RESIDENTIAL PROPERTIES

☐ NEW ☐ RENEWAL

PROPERTY ADDRESS: _____, LAGUNA HILLS, CA 92653

LOT SIZE: _____ MAXIMUM NUMBER OF HIVES TO BE LOCATED AT PROPERTY _____

NAME OF PROPERTY OWNER: _____

NAME OF APPLICANT (IF DIFFERENT THAN OWNER): _____
(Applicant must reside at the property address)

APPLICANT PHONE #: _____ APPLICANT EMAIL: _____

NEW REGISTRANTS: Please attach a site plan drawing showing the approximate location of the apiary and any other details pertinent to the siting of the apiary (fences, walls, hedges, slopes, accessory structures, water source, etc.). Please attach a list of the owner and tenant (if applicable) for each property abutting the subject property. The Apiary Registration Fee, as established by City Council resolution, must accompany new registrations.

RENEWALS: No site plan is required unless it has changed from the site plan you have previously submitted. No neighbor notification is required. No fee is required.

ALL REGISTRANTS:
☐ Apiary registration with the City does not override private property restrictions in Covenants, Conditions, and Restrictions (CC&Rs) or other HOA regulations. The Applicant/Property Owner is responsible for ensuring the apiary is compliant with any such regulations.

☐ I have read and agree to abide by the Backyard Beekeeping Administrative Regulations.

SIGNATURE OF APPLICANT: _____ DATE: _____

SIGNATURE OF PROPERTY OWNER _____ DATE: _____
(IF DIFFERENT THAN APPLICANT)

STAFF USE ONLY BELOW THIS LINE

REGISTRATION NO.: _____ EXPIRATION DATE _____

- ☐ Zoning
- ☐ Neighbor notification (new permits only)
- ☐ Site Plan submitted (new permits only)
- ☐ Fee received (new permits only)

Remarks/Conditions: _____

By: _____ Date: _____

cecil fraser
25851 Sheriff Road
Laguna Hills, CA 92653



October 9, 2017

Ms. Katie Crockett

City of Laguna Hills

Dear Katie,

Thank you for your time in the discussion of the “Taming of the Bees” issue in Nellie Gail. I am optimistic that we can have a reasonable solution that encourages our neighbors to befriend the bees as well as some responsibilities in the care and maintenance of the hives.

After our discussion, last week, I backed away for a moment and remembered how we got started with the first of our two hives and can relate similar stories from other neighbors. Ours started by witnessing a “swarm” of bees that commandeered a sprinkler box along the side of the horse trail. Inquisitive about the resolution of this problem, we contacted our HOA where we were advised that we could pay someone to come and exterminate the bees, using noxious gas and chemical insecticides. Uncomfortable with the thought of these industrious little girls being killed, we found a Beekeeper that would rescue the hive and we would set up a box in our rear yard for their survival. So, that is how it all began.

Back to our conversation, I think we may be missing the point. We need a vehicle that would encourage new would-be bee owners to come to the city for education and proper recordation of the intent. I don’t think the Minor Development Permit is the correct vehicle. I cannot imagine ourselves forking over about \$1100.00 just to start the review, at the time that we made the decision to help the bees. I also think that is the wrong message for the city to promote. We are in a time of environmental consciousness and any study of the Bee as a contributor to our continued enjoyment in this world will thrill you about their contribution. According to Eric Mussen, UC Davis, world renowned Melittologist, Gardeners with backyard hives should see better pollinations of fruits and vegetables, leading to increased



production. And, California wild honey bees help to pollinate over 200 native plants, many protected species. In addition, regular inspection by the bee hive keeper can prevent or control of the infiltration of Africanized bees.

By the way, I don't think Nellie Gail allows any business for profit to form without a CUP and that would be appropriate to clarify here as well. We should clearly point out that we are discussing a "hobby" industry, not a Bee Farm.

You mentioned another possibility, I think it was under a section relating to the keeping of animals, fowl and that sort of thing in Nellie Gail. I will try to find more information about that prospect in the next couple of weeks because it seems to have merit. I.e., we know that we can have horses and chickens, it is just a question of how many and what good maintenance procedures we should learn and invoke. And... in view of our objective, I have attached a copy of the Long Beach procedure for the maintenance of hives. It is similar to the "Best management practices" that you had in mind with a much friendlier entrance fee.

Katie, as you can see, we are somewhat passionate in the defense of these little critters and hope that through education, we can help others see the overall benefit of their existence in our neighborhood. If we can help in the preparation for the November meeting, we would be pleased to do that.

Warm regards,

Cecil and Pamela Fraser

Pamela frapamela10@gmail.com, 949.212.8063

Cecil frasertime@gmail.com, 949.678.0567

Alexandra Presley
25502 Lone Pine Circle
Laguna Hills, CA 92653

November 7, 2017

Dear Laguna Hills Council Members,

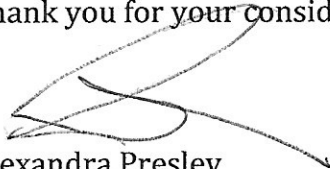
I am a resident of Nellie Gail and I am writing to you in support of keeping beehives in Nellie Gail.

Nellie Gail is a community with many families and backyards dedicated to the growing of organic fruits and vegetables. The community has the privilege of space to pursue these hobbies. Another community interest of Nellie Gail is to keep beehives. The existence of beehive helps to support the local communities reproduction for the fruits and vegetables.

The problem of the reduction of the bee population is at a critical point with there not being enough bees (pollinators) to support a healthy production of fruits and vegetables. As I am sure you are aware, pesticides have wiped out most of the native varieties of bees and the current population is under attack by parasites and other diseases. Commercial hives are most susceptible to diseases.

Therefore, if we have the opportunity, space and interest, I see there is no harm in allowing beehives to continue to exist in Nellie Gail under responsible guidelines. Although, there may be residents that are against the existence of beehive due to the threat of being stung. The incidence of this is very low and in contrast, I believe the benefits outweigh the risk. It is our duty to help the environment and in keeping the hives, we as a community can help contribute to the bee population and the sustainability of the reproduction of fruits and vegetables.

Thank you for your consideration!



Alexandra Presley

Secretary
Nellie Gail Ranch Board of Directors

November 10, 17

To the Laguna Hills City Council members:

This letter is in support of the residents in this community that are asking permission to reduce the cost and restrictions for keeping beehives on the Nellie Gail Ranch properties. Currently, the procedure proposed by the Planning department is unreasonable, costly and restrictive.

Unfortunately, honey bees are severely declining in number, not only in Southern California, but nationally as well. Encouraging Nellie Gail residents to keep bee hives would encourage healthy bee colonies and benefit the flowering vegetation in Nellie Gail and throughout Laguna Hills.

I have 3 neighbors with hives now. I would never know their bees were there if the neighbors had not shared some honey. If cared for properly with shade and water available, the bees do their very important job and leave us humans alone. We have had no incident with the bee hives and we know how important bees are to our agricultural environment.

Thank you for your consideration.



Jan Curtis
25146 Buckboard Lane
Laguna Hills, CA 92653
949 831 5658

TO: Laguna Hills City Council Members,

November 25, 2017

The purpose of this letter is to encourage your support of Beekeeping as a hobby in Estate Residential areas by reducing or eliminating permit fees associated with keeping beehives.

Hobbyist beekeepers have been around for centuries, and have been an integral part of human society, agriculture and a food source provider. The vast majority of plant species -- almost 90% rely on pollinators to reproduce. Honey bees are among the most numerous and efficient pollinator species in the world, and necessary to produce fruit, fiber, nut, and vegetables.... like Apples, Plums, Almonds, Pomegranates, Alfalfa, Cotton, Strawberries, Onions, Avocados, Walnut, Lemons, Figs, Carrots, Peppers, Tomatoes, Grapes & Coffee ... just to name a few. Honey bees by their very nature are industrious, gentle and easy to work with. They will only sting someone in defense of the colony or in self-defense, after which they will die. As opposed to hornets, yellow jackets, wasps, bumble bees, which will sting multiple times.

The current directive from Planning is to move Bee hives from requiring a CUP (Conditional Use Permit) to the MSDP (Minor Site Development Plan). This would reduce the initial fee from ~ \$7,800.00 to ~\$1,100.00. The suggested fee of \$ 1,100.00 is still *punitive*, and will defeat the city's goal of encouraging responsible bee hive management. We need a simple, inexpensive solution that would encourage backyard beekeepers to come forward and register their hive, not hide their beehives.

There are at least 2 alternatives. One solution would be to place beehives in Chapter 9-56 of the Laguna Hills published codes, labeled *Animal Regulations* section 9-56.040 (*Permitted Animals*), which already has limits on the # of animals based on lot size. If approved, Laguna Hills would place bee hives in the animal section D. As such, "4 bee boxes = 1 unit" could be added to this section. (refer to attachment). There is a great deal of community support for this approach.

Another approach, that was suggested early on, and adopted by the city of Fullerton, is to develop an ordinance specific to beehives. I have spoken to the director of the Apiary program at Cal State Pomona, Mark Haag. He would be willing to work with the city of Laguna Hills to develop this ordinance. I'm disappointed that Mr. Chantarangsu has directed the staff to move forward with the MSDP without first reviewing all the options.

Respectfully,



Pamela Fraser
Nellie Gail Resident
Hobbyist Beekeeper
Nellie Gail Garden Club member

Chapter 9-56 ANIMAL REGULATIONS

Sections:

- 9-56.010 Purpose and intent.
- 9-56.020 Commercial animal facilities.
- 9-56.030 Keeping of animals in residential districts.
- 9-56.040 Permitted animals.
- 9-56.050 Prohibited animals.
- 9-56.060 Animal restraint.
- 9-56.070 Animal structures.
- 9-56.080 Boarding of animals.
- 9-56.090 Maintenance of premises.
- 9-56.100 Special animal permit.
- 9-56.110 Application for special animal permit.
- 9-56.120 Requirements for complete special animal permit applications.
- 9-56.130 Notice of application for special animal permit.
- 9-56.140 Approval or denial of special animal permit.
- 9-56.150 Appeal procedure.
- 9-56.160 Special animal permit validity.

9-56.010 Purpose and intent.

The purpose and intent of this chapter is to provide guidance and standards with regard to the keeping of animals within the community. (Ord. 98-8 § 2 (part); prior code § 9-46.010)

9-56.020 Commercial animal facilities.

A conditional use permit shall be required for any commercial animal facility including equitation facilities, kennel facilities or a veterinary service hospital/clinic on any lot within any zone where so permitted. A license or animal permit issued by Orange County Animal Control may be required as a condition of approval for any conditional use permit or site development plan needed to develop commercial animal facilities.

Where permitted, all animal maintenance activities, kennels, clinics, hospitals, sales and grooming facilities or uses shall be conducted within a totally enclosed building and shall comply with appropriate development standards of the underlying zone. Grooming of equine animals is permitted outdoors provided that appropriate drainage facilities are available for washing activities and that clippings are disposed of in a trash receptacle. (Ord. 98-8 § 2 (part); prior code § 9-46.020)

9-56.030 Keeping of animals in residential districts.

Animal husbandry is permitted within residential districts of the city. Except as provided herein, or as specified by a specific zoning district regulation, the number and types of animals permitted to be husbanded shall be in accordance with procedures and regulations provided for animal control within the contract service agreement between the city and county of Orange.

Regulations
 Laguna Hills

pg. 224

ket Pg. 224

Packet Pg. 224

- Packet Pg. 224

Packet Pg. 224

Packet Pg. 224

Packet Pg. 224

54,450 sq. ft. (1.25)	6
65,340 sq. ft. (1.50)	7
76,230 sq. ft. (1.75)	8
87,120 sq. ft. (2.00)	9
98,010 sq. ft. (2.25)	10

1. No more than ten animal units shall be allowed on any residential lot or parcel.
2. Young animals born to a permitted animal may be kept on the site, without constituting additional animal units, until such animals are weaned. For cats and dogs this period shall not exceed four months. For horses this period shall not exceed twelve (12) months. For other animals not listed, the weaning period shall not exceed six months.
3. A minimum of one hundred fifty (150) square feet of flat lot area (slope less than ten percent) shall be provided for each horse.

The keeping of a type or number of animal not specified herein shall require the approval of a special animal permit (Section 9-56.110 of this chapter) and any permits required by Orange County Animal Control.

E. Nonconforming Animals. Property owners who wish to apply for and obtain special animal permits for any existing animals that are above and beyond the number permitted outright by the provisions of this chapter may do so prior to January 1, 1999 free of charge. Any special animal permit granted in accordance with this section shall require compliance with the "maintenance of premises" provisions outlined in Section 9-56.090 of this chapter. (Ord. 98-8 § 2 (part); prior code § 9-46.040)

9-56.050 Prohibited animals.

The following are prohibited within residential districts of the city:

- A. Growing type birds or fowl, including but not limited to roosters and peacocks.
- B. More than the number and type of animals specified in Section 9-56.040 of this chapter unless proper licensing from Orange County Animal Control and a special animal permit from the city has been obtained.

C. Maintenance and care of permitted species which fails to protect the health and physical care of the species or creates public health, safety, or nuisance violations.

~~D. Apiaries, except as provided for by Chapter 9-12 of this title.~~

E. Any species of animal the possession of which is prohibited by state or federal law. (Ord. 98-8 § 2 (part); prior code § 9-46.050)

9-56.060 Animal restraint.

Each owner of an animal shall be responsible to insure proper control and restraint of such animal in a manner that provides both the animal and general public reasonable protection. All species when not enclosed by fencing or suitable enclosure shall be restrained by leash or tether or transported within enclosed vehicles or cages. (Ord. 98-8 § 2 (part); prior code § 9-46.060)

9-56.070 Animal structures.

January 10, 2018

Dear Laguna Hills City Council Members,

My name is Loree Blough, my husband and I are 26 year residents of Nellie Gail Ranch. Additionally, I am the current President of the Board of Directors. As a Board Member for the past 7 ½ years I have attempted to stay neutral on topics unless there is a clear direction that the community is going. Most topics do not generate one way overwhelming views, however, the topic of bee hives in Nellie Gail certainly does.

Ass I am sure you are aware, NGR is zoned to allow to allow animal units. We have large properties and are blessed to enjoy

horses, goats, chickens, specular rose gardens, vegetable gardens, fruit trees and even an occasional Lama or two! It is truly a GREAT place to live. One of the key components to our eco system is bees.

According to experts 1/3 of our food supply is dependent upon bees which are dying in huge quantiles.

I applaud the efforts of homeowners who are willing to do what they can to help these bees survive and to help the rest of us enjoy the efforts of the bees work.

I urge you to adopt a bee friendly policy for the residents of Laguna Hills. I do not understand why the city would even consider requiring a permit. Why should bees be treated any different from the other critters we are allowed to keep on our property? If you truly think it necessary to become involved, why don't you determine how may bee hives would equal one animal unit and add this to our existing regulations on what is allowed on our properties? The idea of charging

for a bee permit seems outrageous to me. In fact when I was circulating one of the petitions to allow bees, a homeowner suggested that backyard bee keepers should receive a discount on their taxes for the good that they are doing for all of us! I know that you cannot do that but it demonstrates how strongly our community feels about helping the beekeepers. I urge you to not spend any more city or community time and resources on unnecessary oversight.

Please feel free to contact me if there is anything that I can do to help 949 441-6526

Thank you for your time,



Loree L. Blough

President

Nellie Gail Ranch HOA

25761 Nellie Gail Road

Pamela Fraser, RN
25851 Sheriff Road
Laguna Hills, CA 92653
949-212-8063

Dear Katie,

In a discussion with my husband (Cecil Fraser) last week, you indicated that you would like our views on the matter of the bees and suggested that it would be preferable to come up with a solution that could be acceptable to the City council, without, as you said” kicking the can down the road”.

Your email response yesterday, indicated that you had already concluded, and were going to recommend a *minor* Site Development permit (SDP) with an initial registration requirement and a fee of nearly \$1100.00. The notion of an \$1100.00 fee to have a backyard beehive is simply egregious. If it is required by the SDP, then that isn't the correct approach. We need a simple registration and some education...that is all!

I am not familiar with your tools for this kind of issue, but we need a permit process that will encourage Nellie Gail residents to register their hives with the city....one that inspires residents to continue to provide proper care and maintenance of their bee colonies. If the city makes the process of registering easy and inexpensive, then more residents are likely to register. Do you have a way to encourage these folks for a registration fee of \$50.00?

The cities of Long Beach and Laguna Beach charge their residents \$10.00 & \$50.00, respectively to permit bee hives. I have attached a copy of the guidelines that Long Beach use. If you go to their website at <http://www.longbeach.gov/acs/pet-laws-and-licensing/beekeeping/> you will also find their registration and permit forms.

In summary Katie, I am strongly advocating for a meeting to discuss a simpler solution than what appears to be happening. I will personally be out of town from Oct 11 (tomorrow) through October 22 but will be available to meet with you almost any day after that. My interest is sincere in the desire to have a simple, participatory, and educational process that will encourage people to join with minimum expense to either the owners or the City.

Respectfully,

Pamela Fraser
33-year resident of Nellie Gail
8-year caretaker of bee hives in our own back yard.

Laguna Hills City Council
24035 El Toro Road
Laguna Hills, CA 92653

City Council Members,

Bees are an integral part of our native ecosystems that are here to stay, whether humans maintain them or not. Other urban cities, such as New York City, Santa Monica, and even Los Angeles, have already voted to permit backyard beekeeping under certain conditions. These include erecting a barrier so bees must fly at least 6 feet upwards out of the hive, sustaining fresh water near the hive, and restricting the number of hives to 1 for every 2,500 sq ft of property.

A study done in the small city of Oswego in upstate New York by the Journal of Economic Entomology revealed that there are approximately 7 feral bee colonies per square mile. Orange County, with its mild weather and overall favorable conditions, can expect to have comparable if not more feral hives than a city in the Northeastern United States. When Los Angeles passed an ordinance, they cited a similar study in their own county to support the allowance of backyard bees. For this reason, any city ordinances against hobby beekeeping will not reduce the total number of bees. Having maintained hives do not add any additional threat to human health and safety, as these hives are on large properties and are strategically placed to minimize risk. Bees are only a hazard to those who are actively agitating a hive; therefore, any bee related risks that pedestrians currently face will not be increased.

Most hobby beekeepers capture wild swarms that are already present in our community, and are not necessarily importing bees from outside sources. Beekeepers also manage the hives to reduce swarming, which feral hives do more frequently in response to an influx of bees during spring and lack of room to grow (e.g. in a tree cavity or inside a wall). Most people are opposed to bees in the community because they fear the “Africanized Killer Bees”, which are known to be more aggressive. This threat is exaggerated in the media, and will not affect the community now if it never has before.

Citizens throughout Orange County and Laguna Hills are already keeping bees in their backyards with little risk to surrounding neighbors and citizens. If there was not an increase in danger from these hives acquired years ago, the council can rest assured that changing city ordinances to allow monitored hives will not alter their safety and beauty of their town.

Nicole Morgan
Backyard Bees

Dear Laguna Hills Council Members,

I am a Nellie Gail resident and I am reaching out to you in support of keeping beehives in Nellie Gail on residential properties, within safety guidelines. We are fortunate to have properties that allow us to enjoy many diverse activities, within reason. If keeping beehives is a hobby that does not affect the safety of others it should be enjoyed. Many homes utilize their space for growing organic fruits and vegetables which benefit from pollenization.

Bees are amongst the most important creatures to humans on Earth. These amazing insects pollinate over 80% of all flowering plants including 70 of the top 100 human food crops. One in three bites of food that we eat is derived from plants pollinated by bees. Very interesting fact, that applies to all of us. Due to pesticides the bee population is being affected, and a decreased number of bees can have far reaching implications.

If people have the inclination to have beehives, and all safety measures are followed, the benefit of the bees seems to be greater than the very few issues with bee stings. Bees are helpful in sustaining our food crops and if we, as a community, can help in this cause it is worthwhile.

Sincerely,

Jill Barkouras

Treasurer/Nellie Gail Board

PETITION IN SUPPORT OF BEE HIVES IN NELLIE GAIL

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies through supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

NAME	ADDRESS	SIGNATURE
CHARLES CURTIS	25146 BUCKBOARD LN, L. HILLS CA 92653	() Charles M. Curtis
Karen Eikel	22532 Lost Trail Dr, Laguna Hills, CA 92653	() Karen Eikel
John Eikel	22532 Lost Trail Dr. L.H. CA 92653	() John Eikel
John Eikel	25202 Buckboard Ln LAG HILLS CA 92653	() John Eikel
Margaret Phillips	25202 Buckboard, Laguna Hills CA 92653	() Margaret Phillips
PETTY GRAN	16 Young Ct, Irvine CA 92617	() Peggy Gran
Margie Helms	25145 Buckboard LN L.H. CA 92653	() Margie Helms
Mark Helms	25145 Buckboard Ln L.H. CA 92653	() Mark Helms

I will ATTEND THE CITY COUNCIL MEETING SCHEDULED FOR 11/14/17

PETITION IN SUPPORT OF BEE HIVES IN NELLIE GAIL

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies through supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

NAME	ADDRESS	✓	SIGNATURE
1. M. Jodanowski	25136 Buckboard Lane, Laguna Hills	(*)	M. Jodanowski
M. Jodanowski	25146 Buckboard Lane, Laguna Hills	()	Wish Jodanowski
A. Adams	25172 Buckboard Lane, Laguna Hills	(*)	Adams
R. Adams	25172 Buckboard Lane, Laguna Hills	(*)	Adams
A. Vandal	25172 Buckboard Lane, Laguna Hills	()	Vandal
Brian Tran	25141 Buckboard Lane, Laguna Hills	()	Brian Tran
Caroline Tran	25141 Buckboard Lane, Laguna Hills	()	Caroline Tran
Daniel Blackburn	25515 Long Pine Circle, Laguna Hills	(*)	Daniel M. Blackburn

I will ATTEND THE CITY COUNCIL MEETINGS SCHEDULED FOR 11/14/17

PETITION IN SUPPORT OF BEE HIVES IN NELLIE GAIL

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies through supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

NAME	ADDRESS	SIGNATURE
Lina Cruz	27152 Eastco Hl.	(X) Lina Cruz
Susan Lauby	27182 Hidden Trail Laguna Hills	(X) Susan Lauby
Don Caskey	27182 HIDDEN TRAIL LAGUNA HILLS	(X) Don Caskey
ED LEACH	25342 MISTY, L.H.	() Ed Leach
Diana Leach	25342 MISTY, L.H.	() Diana Leach
Wendy Fox	31 Jasmine Creek Ln L.H.	() Wendy Fox
Michael Simons	25857 VELLIE GAIL RD L.H.	(X) Michael Simons
JEAN SIMMONS	25851 NELLIE GAIL RD L.H.	() Jean E. Simmons

* I will ATTEND the City Council Meeting SCHEDULED FOR 11/14/17

PETITION IN SUPPORT OF BEE HIVES IN NELLIE GAIL

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies through supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

NAME	ADDRESS	✓	SIGNATURE
Michele Gibson	25161 Buckboard Lane, Laguna Hills	()	
Tom Queen III	26051 Waterwheel Place L.H. CA	()	Tom Queen III
Pammi Mathew	27212 Hidden Trail, L.H. CA	()	Pammi Mathew
Arlene Orona	25853 Sherif Rd, L.H. CA	()	Arlene Orona
Deborah Wensien	25541 Rangeland, L.H. CA	()	Deborah Wensien
Jaime Lusidiana	25541 Rangeland, L.H. CA	()	Jaime Lusidiana
		()	
		()	

I will ATTEND THE CITY COUNCIL MEETINGS SCHEDULED FOR 11/14/17

PETITION IN SUPPORT OF BEE HIVES IN NELLIE GAIL

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies through supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

NAME	ADDRESS	#	SIGNATURE
Lake S Walker	26892 Rocking Horse Ln, LH	(*)	Let L
Gordon Walker	"	()	Let L
Robert Letty MM	26102 SORA BLVD, LH	(X)	Robert Letty
STEVEN ARON	26102 SORA BLVD, LH	(X)	Steven Aron
Cindy Cannon	26461 Silver Saddle, LH	(X)	Cindy Cannon
Jon Cannon	"	()	Jon Cannon
Dobres C	25461 Sunset Bay, LH	()	Dobres C
Paul Casagella	"	()	Paul Casagella

* I will ATTEND THE City Council Meeting SCHEDULED FOR 11/14/17

PETITION IN SUPPORT OF BEE HIVES IN NELLIE GAIL

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies through supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

NAME	ADDRESS	SIGNATURE
Gina Stewart	26031 Waterwheel	(*) Gina Stewart
Pamela Fraser	25851 Sheriff Rd	(*) Pamela Fraser
Kelli Sweet	26051 WATERWHEEL RD	(*) Kelli Sweet
Jan Lester	25146 Buckboard Ln, L.H 92653	(*) Jan Lester
June Fletcher	26115 Flintlock Ln.	(*) June Fletcher
Bill Hunt	25952 SHERRIFF RD. LAGUNA HILLS 92653	(*) Bill Hunt
Debra Hunt	25952 Sheriff Rd Laguna Hills	(*) Debra Hunt
Gail + Bill Tellers	25132 Buckboard Ln, L.H.	(*) Gail + Bill Tellers

I will attend the City Council Meetings SCHEDULED FOR 11/14/17

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies though supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

~~At~~ I will ATTEND THE CITY COUNCIL MEETINGS SCHEDULED FOR 11/14/17

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies though supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

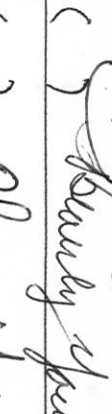
NAME	ADDRESS	SIGNATURE
Joe Bretz	25812 Sheriffs L# 92653	(*) 
Robin Schupp	25812 Sheriffs L# 92653	(*) 
Eric Landrus	25881 Sheriffs RD. L# 92653	(*) 
Ed Landrus	" " " "	(*) 
M. Koroza	24762 Nollan Col RD L#	(*) 
M. Koroza	25871 SHERIFF RD LAGUNA HILLS	(*) 
B. B. B. B.	" " " "	(*) 
Vicki Henderson	24782 Nollan Col Road L#	(*) 

~~A~~ I will ATTEND THE CITY COUNCIL MEETINGS SCHEDULED FOR 11/14/17

PETITION IN SUPPORT OF BEE HIVES IN NELLIE GAIL

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies through supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

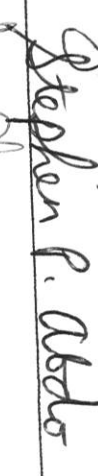
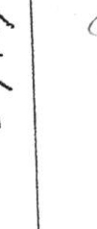
NAME	ADDRESS	✓	SIGNATURE
Cecile Fraser	25851 SHERIFF ROAD	(*)	
Denise Eisenberg	25112 Anvil Circle	()	
Steven Eisenberg	25112 Anvil Circle	()	
Beverly Yocum	25001 Buckskin Dr. Laguna Hills	()	
Thomas Yocum	25001 Buckskin Dr. Laguna Hills	()	
Scott & Cheryl Behringer	25331 Mt. Diablo, LH	(*)	
Scott & Cheryl	25852 Sheriff Rd.	(*)	
		()	

* I will ATTEND THE CITY COUNCIL MEETINGS SCHEDULED FOR 11/14/17

PETITION IN SUPPORT OF BEE HIVES IN NELLIE GAIL

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies through supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

NAME	ADDRESS	#	SIGNATURE
JOHN PARK	25072 NELLIE GAIL ROAD	()	
Burneyuel	25672 Dillon Road	()	
Mark Fisk	27212 Lost Calt Drive, Laguna Hills CA 92653	()	
Adam Ryznar	108 Sansovino	()	
Elizabeth Abdo	25291 Derbyhill Dr. Laguna Hills CA	()	
Stephen P. Abdo	25291 Derbyhill Dr, Laguna Hills, CA	()	
Jim Dunn	25951 Sherford Laguna Hills CA	()	

At 5:11 PM, Agenda Item 6, City Council Meeting Scheduled For 11/14/17

Packet Pg. 241

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

NAME	ADDRESS	SIGNATURE
Pat Holland	26152 Flatbush Ln LHC 2003	(C) [Signature]
Jill Barkman	25022 Nellie Bair Rd LHC 2003	() [Signature]
David Barkman	25022 Nellie Bair Rd LHC 2003	() [Signature]
Eric Kresler	25502 Love Pine Cir	() [Signature]
Ally Kresler	25502 Love Pine Cir	() [Signature]
Carol Slater	25102 Trecebea Ln 2003	() [Signature]
Paul Bazel	25521 Hunter Hill St	() [Signature]
Frank Bazel	20821 Hunter Ln WTC BCH, Cal	() [Signature]

ALL CITY COUNCIL MEETINGS SCHEDULED FOR 11/14/17

PETITION IN SUPPORT OF BEE HIVES IN NELLIE GAIL

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies though supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

NAME	ADDRESS	✓	SIGNATURE
LONGER BLOCK	25761 NELLIE GAIL RD L.H.	()	John A. B. Jr.
Beth Ford	25742 Nellie Gail Rd L.H.	()	Handwritten
Janice Ford	25742 Nellie Gail Rd L.H.	()	Handwritten
MICHAEL FORD	100 CANYON CREEK AVENUE	()	Handwritten
NORTH WILCOX	25762 NELLIE GAIL RD L.H.	()	Handwritten
Janice Ford	25762 Nellie Gail Rd	()	Handwritten
MASUD VALIADI	25771 NELLIE GAIL RD. L.H. CA 92653	()	Handwritten
Dennis Block	25761 NELLIE GAIL RD L.H.	()	Handwritten

A 5 min. Agenda item City Council Meeting SCHEDULED FOR 11/14/17

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies though supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

- between the city and its' resident beekeepers.

NAME	ADDRESS	✓	SIGNATURE
Ruby Mearns	2283 Willowcroft Ln Laguna Hills CA 92653	()	[Signature]
SAMUEL MASER	23771 Nellie Gail Rd. L.H 92653	()	[Signature]
Doreen Draz	25821 Desert Trail Ct	()	[Signature]
Suzanne M. H.	25812 Nellie Gail	()	[Signature]
Shirley W. Hyde	25741 Nellie Gail Rd. 92653	()	[Signature]
NORTH HILLOMAN	25411 Gallup Circle Nellie Gail	()	[Signature]
FATIMAH M. H.	25931 Sherry Rd L.H	()	[Signature]
Mark FSK	27212 Lost Golf Drive, Laguna Hills CA 92653	()	[Signature]

PETITION IN SUPPORT OF BEE HIVES IN NELLIE GAIL

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies through supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

NAME	ADDRESS	✓	SIGNATURE
Wendy Roberts	25462 Nellie Gail Rd Lot 92053	()	Wendy Roberts
David Roberts	" " " "	()	David Roberts
Vanessa Kon	25721 Lone Hues Laguna Hills 92653	()	Vanessa Kon
Barry Gillespie	25721 Lone Hues Laguna Hills 92653	()	Barry Gillespie
Geri Stragusa	25151 Buckboard Ln, Laguna Hills CA	()	Geri Stragusa
John Stragusa	25151 Buckboard Ln, Laguna Hills, CA	()	John Stragusa
Maryann Stragusa	25151 Buckboard Ln, Laguna Hills, CA	()	Maryann Stragusa

* I will attend the City Council Meeting scheduled for 11/14/17

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies through supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

* I will ATTEND THE CITY Council MEETINGS SCHEDULED FOR 11/14/17

PETITION IN SUPPORT OF BEE HIVES IN NELLIE GAIL

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies through supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

NAME	ADDRESS	SIGNATURE
Tina Mudd	2811 Buckboard Ln, CA 92653	(949) 587-9441
KRISNA MARGILLIVRAY	20112 BUCKBOARD LN CA 92653	(949) 643-8362 K. M. Mudd
DONNA MARGILLIVRAY	25122 BUCKBOARD LN, CA 92653	(949) 355-2685 Donna Margillivray
Bill Tellers	25132 Buckboard Lane, Laguna Hills, CA	(949) 521-1810
Roni Nancy Sparks	28562 Oso Alamy, RSM, CA 92688	(949) 559-5905 Roni Sparks
Art Corbett	25131 Buckboard Ln, L.H. 92653	(949) 290 1923
Deirdre Spalding	25018 Buckboard Lane, L.H. 92657	(949) 290 1923
Alvin Spalding	25012 Buckboard Lane, L.H. 92657	(949) 290 1923

I will attend the City Council Meetings scheduled for 11/14/17

Community Development/Planning

Fee Group	Title	Unit	Time Survey - Cost Build Up (in minutes)		Program Cost (Adds to Times)	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change
			CD: Asst. Planner	CD: Receptionist/Secretary						
			\$134.58	\$120.87						
Miscellaneous Fees	Apiary Registration	Fee	0.5 hrs	0.08 hrs	\$5 for mailing	\$81.96		62%	\$ 50.00	



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for June 12, 2018, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the June 12, 2018, Regular Meeting.

ATTACHMENTS:

- 180612 PA Minutes

4. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and, acting in the capacity of Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:25 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Chair	Present	
Dore J. Gilbert, M.D.	Vice Chair	Absent	
Janine Heft	Agency Member	Present	
Barbara D. Kogerman	Agency Member	Present	
Don Sedgwick	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Public Comments.

4.3. APPROVAL OF MINUTES FOR MAY 8, 2018, REGULAR MEETING

4.3.1 Approval of Minutes for May 8, 2018, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the May 8, 2018, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Agency Member
SECONDER:	Janine Heft, Agency Member
AYES:	Mel Carruth, Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member
ABSENT:	Dore J. Gilbert, M.D., Vice Chair

4.4. ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS**4.5.1 Conditional Use Permit (CUP) No. 3-18-4143, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located on the West Side of Mill Creek Drive Approximately 640 Feet Southerly of Lake Forest Drive.**

Katie Crockett, Assistant Planner, reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Planning Agency requests for additional information.

Chair Carruth opened the Public Hearing.

Franklin Orozco, applicant, spoke in favor of the recommendation and responded to Planning Agency requests for additional information.

Chair Carruth closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4143; and (2) Adopt Resolution No. PA2018-06-12-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4143, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located on the west side of Mill Creek Drive approximately 640 feet southerly of Lake Forest Drive".

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Agency Member
SECONDER:	Don Sedgwick, Agency Member
AYES:	Mel Carruth, Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member
ABSENT:	Dore J. Gilbert, M.D., Vice Chair

4.5.2 Conditional Use Permit (CUP) No. 3-18-4144, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located in the Center Median of Paseo De Valencia Approximately 200 Feet Southerly of El Toro Road.

Katie Crockett, Assistant Planner, reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Planning Agency requests for additional information.

Chair Carruth opened the Public Hearing.

Franklin Orozco, applicant, made himself available for questions from the Planning Agency.

Chair Carruth closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4144; and (2) Adopt Resolution No. PA2018-06-12-2: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4144, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 200 feet southerly of El Toro Road."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Agency Member
SECONDER:	Don Sedgwick, Agency Member
AYES:	Mel Carruth, Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member
ABSENT:	Dore J. Gilbert, M.D., Vice Chair

4.5.3 Conditional Use Permit (CUP) No. 3-18-4145, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located in the Center Median of Paseo De Valencia Approximately 250 Feet Northerly of Calle De La Magdalena.

Katie Crockett, Assistant Planner, reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Planning Agency requests for additional information.

Chair Carruth opened the Public Hearing.

Scott Geller, a resident of Aliso Viejo, asked if there were any plans to recycle or reuse the existing streetlight standards that are being replaced.

Frank Orozco, applicant, responded to the question raised by Mr. Geller.

Chair Carruth closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4145; and (2) Adopt Resolution No. PA2018-06-12-3: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4145, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 250 feet northerly of Calle de la Magdalena."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Agency Member
SECONDER:	Don Sedgwick, Agency Member
AYES:	Mel Carruth, Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member
ABSENT:	Dore J. Gilbert, M.D., Vice Chair

4.5.4 Conditional Use Permit (CUP) No. 3-18-4146, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located in the Center Median of Paseo De Valencia Approximately 125 Feet Northerly of Calle De Los Caballeros.

Katie Crockett, Assistant Planner, reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Planning Agency requests for additional information.

Chair Carruth opened the Public Hearing.

Robin Jones, a resident of Laguna Beach, asked if the streetlight standards being installed are night sky compliant.

Chair Carruth closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4146; and (2) Adopt Resolution No. PA2018-06-12-4: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4146, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 125 feet northerly of Calle de los Caballeros."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Agency Member
SECONDER:	Don Sedgwick, Agency Member
AYES:	Mel Carruth, Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member; Don Sedgwick, Agency Member
ABSENT:	Dore J. Gilbert, M.D., Vice Chair

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 7:53 p.m. All Council Members were present with the exception of Mayor Pro Tempore Gilbert.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018

TO: Chair and Agency Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed Fiscal Year 2018/2019 Capital Improvement Program

RECOMMENDATION: That the Planning Agency adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed Fiscal Year 2018/2019 Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401."

SUMMARY:

In accordance with Section 65401 of the California Government Code, a Capital Improvement Program (CIP) is required to annually be submitted to the City's Planning Agency for review and determination as to its conformance with the adopted General Plan. Staff has prepared this report outlining the General Plan Goals that support the various Capital Improvement Projects that are included in the next fiscal year budget. Accordingly, Staff recommends that the Planning Agency make a finding that the Fiscal Year 2018/2019 projects included in the CIP are in conformance with the General Plan by adopting the provided Resolution.

BACKGROUND:

California Government Code Section 65401 requires that departments within municipalities responsible for implementing CIP projects prepare and present the following to the Planning Agency: 1) A comprehensive list of the proposed CIPs for the

General Plan Consistency for the Proposed Fiscal Year 2018/2019 Capital Improvement Program
 June 26, 2018
 Page 2

following budget cycle; and 2) A report as to conformity of that plan with the adopted General Plan.

The multi-year CIP was adopted by the City Council on June 13, 2017, to include projects in the 2018/2019 Fiscal Year. The specific projects included in the next Fiscal Year's CIP, along with the accompanying General Plan Goals they support, are described below. The identified CIP project numbers correspond to the budget project numbers and categories as listed in Exhibit A of the attached Resolution.

Streets, Signals, and Lighting

The following project meets Mobility Goal M-1 (Provide a safe and efficient local transportation system consistent with the general County standards and the regional system) and Mobility Goal M-2 (Implement improvements that foster improved traffic safety on the circulation system for all drivers, pedestrians, and cyclists).

- Traffic Signal Improvements/Coordination Projects (CIP 168) - Provides for the interconnection and synchronization of traffic signals for improved traffic flow and traffic safety.

Parks

The following projects meet Conservation and Open Space Goal COS-2 (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- Community Center and Sports Complex Field Renovations (CIP 238) - Provides for the replacement of sports turf at the Community Center and Sports Complex soccer fields to include irrigation and drainage modifications/reconstruction as needed as well as additional maintenance of the baseball fields at the Community Center and Cabot Park.
- General Park Renovations (CIP 241) – Provides for the replacement of worn equipment, hardscape or landscape as needed for full utilization of the recreation facility.

General Plan Consistency for the Proposed Fiscal Year 2018/2019 Capital Improvement Program

June 26, 2018

Page 3

Flood Control and Water Quality

The following projects meet Conservation and Open Space Goal COS-1 (Manage limited resources so that future generations can enjoy the environmental and scenic wealth this community has to offer).

- Storm Drain/Slope Repairs (CIP 403) - Provides funding for drainage or slope repair projects resulting from storm events causing unexpected adverse infrastructure impacts.
- NPDES/Water Quality Program (CIP 410) - Provides a variety of water quality improvement initiatives and environmental enhancements to reduce pollutants within water runoff reaching the storm drain systems, in accordance with the NPDES permits. This project meets the above mentioned Conservation and Open Space Goal as well as the following:
 - Safety Goal S-6 (Reduce injuries and danger to life, property damage, and public health hazards associated with flooding).
- Water Quality Improvements (CIP 412) - Provides for the installation of debris gates over the inlets of catch basins at approximately 600 locations throughout the City thereby improving pollution prevention and overall storm water quality.

Public Facilities

The following projects meet Community Services and Facilities Goal CSF-1 (Establish and maintain a high level of community facilities and services to meet the needs of the community and enhance the quality of life in Laguna Hills) and Conservation and Open Space Goal COS-2 (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- Community Center Renovation (CIP 513) - Provides for various scheduled maintenance and equipment replacement at the Community Center building.
- Sports Complex Renovations (CIP 514) - Provides for various scheduled maintenance and equipment replacement at the Sports Complex.

General Plan Consistency for the Proposed Fiscal Year 2018/2019 Capital Improvement Program

June 26, 2018

Page 4

Staff recommends that the Planning Agency find that the Fiscal Year 2018/2019 projects included in the CIP are in conformance with the City's General Plan by adoption of the attached Resolution.

CEQA FINDINGS:

The Planning Agency finds that this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This General Plan conformity determination does not constitute "approval" of any of the listed projects and, for that reason, this action of the Planning Agency is exempt from the requirements of CEQA. All projects listed in the CIP will be reviewed individually pursuant to the requirements in CEQA and the Planning Agency's review for General Plan consistency does not commit the City to any one of the listed projects. In addition, CEQA Guidelines Section 15378 specifically excludes organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment.

ATTACHMENTS:

- Resolution - GP Conformity
- CIP Conformity Exhibit A Cover Sheet
- CIP Budget Worksheets for Exhibit A
- CIP Conformity Exhibit B

RESOLUTION NO. PA2018-06-26-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, FINDING THAT THE PROPOSED FISCAL YEAR 2018/2019 CAPITAL IMPROVEMENT PROGRAM CONFORMS WITH THE GENERAL PLAN OF THE CITY OF LAGUNA HILLS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65401

The Planning Agency of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, on December 20, 1991, the City of Laguna Hills was established as a duly organized municipal corporation of the State of California; and

WHEREAS, on June 28, 1994, the City of Laguna Hills adopted its General Plan incorporating all state mandated elements; and

WHEREAS, on July 14, 2009, the City of Laguna Hills adopted an update to the Laguna Hills General Plan, which subsequently has been amended from time to time; and

WHEREAS, California Government Code Section 65401 requires the Planning Agency to annually review a comprehensive list of proposed public works projects recommended for planning, initiation, or construction during the ensuing fiscal year, and report to City Council as to conformity of that coordinated program with the City's General Plan; and

WHEREAS, the City Manager of the City of Laguna Hills has prepared a Six-Year Capital Improvement Program Project Summary List and Budget, which identifies proposed Fiscal Year 2018/2019 public works projects; and

WHEREAS, on June 26, 2018, at a regularly scheduled meeting, the Planning Agency reviewed and considered the comprehensive list of Fiscal Year 2018/2019 public works projects included in the City of Laguna Hills Six-Year Capital Improvement Program Project Summary List and Budget, and concluded said review prior to the adoption of this Resolution.

NOW, THEREFORE, THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Each of the Fiscal Year 2018/2019 public works projects included in the City of Laguna Hills Six-Year Capital Improvement Program Project Summary List and Budget, attached hereto as Exhibit "A", incorporated herein by reference, conforms with the City's General Plan based on the information and findings set forth in Exhibit "B", attached hereto and incorporated herein by reference.

SECTION 3. The Planning Agency finds that this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This General Plan conformity determination does not constitute "approval" of any of the listed projects and, for that reason, this action of the Planning Agency is exempt from the requirements of CEQA. All projects listed in the CIP will be reviewed individually pursuant to the requirements in CEQA and the Planning Agency's review for General Plan consistency does not commit the City to any one of the listed projects. In addition, CEQA guidelines Section 15378 specifically excludes organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment.

SECTION 4. Based on the findings and conclusions set forth above, this Resolution shall serve as the Planning Agency's report regarding the conformity of the Fiscal Year 2018/2019 public works projects included in the City of Laguna Hills Six-Year Capital Improvement Program Project Summary List and Budget with the City's adopted General Plan as required by California Government Code Section 65401.

PASSED, APPROVED, AND ADOPTED this 26th day of June 2018.

MELODY CARRUTH, CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Resolution No. PA2018-06-26-X

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2018-06-26-X adopted by the City Council of the City of Laguna Hills, California,
at a Regular Meeting thereof held on the 26th day of June 2018, by the following vote:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

EXHIBIT A

CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY LIST AND BUDGET

INCLUDING

FISCAL YEAR 2018-2019 PROJECTS

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT NO.	PROJECT		TOTAL COST	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FUTURE
STREET, SIGNALS AND LIGHTING										
101	Annual Street Maintenance	IV- 9	\$ 6,225,421	\$ 1,225,421	\$ -	\$ 2,450,000	\$ -	\$ 2,550,000	\$ -	\$ -
112	Traffic Signals	IV- 11	325,000	-	-	-	-	-	-	325,000
139	Cabot Widening - La Paz to Paseo de Valencia	IV- 13	3,165,000	-	-	-	-	-	-	3,165,000
145	Paseo de Valencia Widening	IV- 15	6,950,000	-	-	-	-	-	-	6,950,000
168	Traffic Signal Improvements/Coordination Projects	IV- 17	1,637,877	37,877	50,000	-	50,000	-	-	1,500,000
170	Access Ramp Construction - Citywide	IV- 19	4,300,000	-	-	-	-	-	-	4,300,000
178	South Moulton Pavement Rehabilitation (VIA Lomas to SCL)	IV- 25	1,950,000	-	-	-	-	-	-	1,950,000
181	Oso Parkway Pavement Rehabilitation (Cabot to WCL)	IV- 27	1,950,000	-	-	-	-	-	-	1,950,000
182	Lake Forest Drive Pavement Rehabilitation (ECL to WCL)	IV- 29	1,950,000	-	-	-	-	-	-	1,950,000
183	Avenida Carlota Pavement Rehabilitation (El Toro Rd to Los Alisos Blvd)	IV- 31	945,000	-	-	-	-	-	-	945,000
184	La Paz Road Widening (McIntyre to Cabot)	IV- 33	1,775,000	100,000	-	-	-	-	-	1,675,000
185	Replacement of Illuminated Street Name Signs at all Traffic Signal Locations	IV- 35	300,000	-	-	-	-	-	-	300,000
188	Ridge Route Pavement Rehabilitation - Moulton Parkway to Santa Vittoria Drive	IV- 37	825,000	-	-	-	-	-	-	825,000
	Sub-Total		\$ 32,298,298	\$ 1,363,298	\$ 50,000	\$ 2,450,000	\$ 50,000	\$ 2,550,000	\$ -	\$ 25,835,000

Attachment: CIP Budget Worksheets for Exhibit A (1601 : General Plan Consistency for the Proposed

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	TOTAL COST	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FUTURE
STREETSCAPE									
301	Alicia Parkway Median Islands Landscape Rehabilitation IV- 41	\$ 1,050,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,050,00
305	La Paz Median Islands IV- 43	3,750,000	-	-	-	-	-	-	3,750,00
307	Entry Monuments IV- 45	500,000	-	-	-	-	-	-	500,00
312	Paseo de Valencia Median Island Rehabilitation IV- 47	3,450,000	-	-	-	-	-	-	3,450,00
314	Paseo de Valencia Median Islands IV- 49	-	-	-	-	-	-	-	
315	Rehabilitation of Oso Median Islands IV- 51	2,450,000	-	-	-	-	-	-	2,450,00
322	Rehabilitation of Moulton Median Island IV- 57	2,050,000	-	-	-	-	-	-	2,050,00
323	Rehabilitation of Laguna Hills Drive Median Island IV- 59	850,000	-	-	-	-	-	-	850,00
324	Rehabilitation of La Paz Median Island IV- 61	975,000	-	-	-	-	-	-	975,00
325	Ridge Route Median Islands - Santa Vittoria to Moulton Pkwy IV- 63	1,650,000	-	-	-	-	-	-	1,650,00
326	Laguna Hills Drive Median Islands and North Parkway IV- 65	-	-	-	-	-	-	-	
330	Alicia Pkwy & Paseo de Valencia Street Tree Program IV- 69	675,000	-	-	-	-	-	-	675,00
331	Synthetic Landscape Turf Median Islands IV- 71	1,075,000	-	-	-	-	-	-	1,075,00
333	Ridge Route Medians - Moulton Pkwy to Avenida de la Carlota IV- 73	2,400,000	-	-	-	-	-	-	2,400,00
334	Aliso Hills Drive North Down Slope IV- 75	825,000	-	-	-	-	-	-	825,00
335	La Paz Road South Side Slope Renovation IV- 77	3,200,000	-	-	-	-	-	-	3,200,00
336	Palermo and Taranto Slope Renovation IV- 79	200,000	-	-	-	-	-	-	200,00
337	San Remo Drive Slope Renovation IV- 81	600,000	-	-	-	-	-	-	600,00
338	Paseo De Valencia East and West Parkway Renovation IV- 83	1,200,000	-	-	-	-	-	-	1,200,00
339	Paseo de Valencia Southwest Parkway Renovation IV- 85	500,000	-	-	-	-	-	-	500,00
	Sub-Total	\$ 27,400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,400,00

Attachment: CIP Budget Worksheets for Exhibit A (1601 : General Plan Consistency for the Proposed

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT		TOTAL COST	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FUTURE
FLOOD CONTROL & WATER QUALITY										
403	Storm Drain/Slope Repairs	IV- 91	\$ 150,000	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -
406	F23 Canada Channel (Veeh Park)	IV- 93	750,000	-	-	-	-	-	-	750,000
407	Aliso Creek Watershed	IV- 95	500,000	-	-	-	-	-	-	500,000
410	NPDES / Water Quality Program	IV- 97	1,500,000	250,000	250,000	250,000	250,000	250,000	250,000	
411	Largo Storm Drain Improvements (secondary outlet)	IV- 99	300,000	-	-	-	-	-	-	300,000
412	Water Quality (2) Improvements	IV- 101	650,000	-	325,000	-	325,000	-	-	
413	Oso Parkway Wetlands	IV- 103	450,000	-	-	-	-	-	-	450,000
	Sub-Total		\$ 4,300,000	\$ 250,000	\$ 625,000	\$ 250,000	\$ 625,000	\$ 250,000	\$ 300,000	\$ 2,000,000
PARKS										
234	Aliso Hills Park	IV- 107	\$ 2,775,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,775,000
238	Community Center and Sports Complex Field Renovations	IV- 109	635,000	-	125,000	-	250,000	-	260,000	
241	General Park Renovations	IV- 111	825,000	-	250,000	-	275,000	-	300,000	
	Sub-Total		\$ 4,235,000	\$ -	\$ 375,000	\$ -	\$ 525,000	\$ -	\$ 560,000	\$ 2,775,000
PUBLIC FACILITIES										
506	Skate Facility Enhancements	IV- 115	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
508	Equipment & Supply Storage Building	IV- 117	525,000	-	-	-	-	-	-	525,000
510	Public Art Program - Civic Center	IV- 119	-	-	-	-	-	-	-	
513	Community Center Renovation	IV- 123	460,000	-	170,000	100,000	60,000	80,000	50,000	
514	Sports Complex Renovations	IV- 125	155,000	-	50,000	30,000	-	25,000	50,000	
515	Community Center and Sports Complex Energy Efficient Field Lights	IV- 127	285,000	-	-	-	-	-	-	285,000
	Sub-Total		\$ 1,725,000	\$ -	\$ 220,000	\$ 130,000	\$ 60,000	\$ 105,000	\$ 100,000	\$ 1,110,000

Attachment: CIP Budget Worksheets for Exhibit A (1601 : General Plan Consistency for the Proposed

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	TOTAL COST	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FUTURE
TRAILS AND OPEN SPACE									
601	Trails Master Plan - Other Projects IV- 131	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,000,000
606	Trail Head Plazas IV- 133	1,200,000	-	-	-	-	-	-	1,200,000
607	Aliso Hills Channel Pedestrian Crossing JO5PO3 IV- 135	315,000	-	-	-	-	-	-	315,000
608	Multi-use Trail - Alicia to La Paz IV- 137	4,200,000	-	-	-	-	-	-	4,200,000
609	Multi-use Trail - Community Center to Indian Hill IV- 139	-	-	-	-	-	-	-	-
610	Loop Trails in Alicia Open Space IV- 141	400,000	-	-	-	-	-	-	400,000
611	La Paz Multi-use Trail - Alameda to Paseo de Valencia IV- 143	4,725,000	-	-	-	-	-	-	4,725,000
612	Alicia Pedestrian Bridge at Trail IV- 145	1,000,000	-	-	-	-	-	-	1,000,000
613	Trail along SJHTC IV- 147	300,000	-	-	-	-	-	-	300,000
614	Alicia Open Space Landscaping IV- 149	11,000,000	-	-	-	-	-	-	11,000,000
615	La Paz Open Space Riparian Habitat- Alameda to Paseo de Valencia IV- 151	4,900,000	-	-	-	-	-	-	4,900,000
616	Aliso Hills Area Open Space IV- 153	4,700,000	-	-	-	-	-	-	4,700,000
617	Oso Parkway Open Space Landscape IV- 155	8,600,000	-	-	-	-	-	-	8,600,000
618	Ridge Route Open Space IV- 157	800,000	-	-	-	-	-	-	800,000
619	Slope Renovation South of Aliso Creek IV- 159	600,000	-	-	-	-	-	-	600,000
620	Miscellaneous Landscape Renovations - Various Areas IV- 161	1,750,000	-	-	-	-	-	-	1,750,000
621	Recycled Water Conversions IV- 163	1,050,000	-	-	-	-	-	-	1,050,000
	Sub-Total	\$ 48,540,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,540,000
	Grand Total	\$ 118,498,298	\$ 1,613,298	\$ 1,270,000	\$ 2,830,000	\$ 1,260,000	\$ 2,905,000	\$ 960,000	\$ 107,660,000

Attachment: CIP Budget Worksheets for Exhibit A (1601 : General Plan Consistency for the Proposed

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM**

FUNDING SOURCES

FUNDING SOURCE	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FUTURE	TOTAL
General Fund	\$ 250,000	\$ 450,000	\$ 250,000	\$ 575,000	\$ 250,000	\$ 510,000	\$ -	\$ 2,285,000
Gas Tax	1,225,421	-	2,450,000	-	2,550,000	-	-	6,225,421
Quimby Act	-	-	-	-	-	-	-	-
Measure M2 - Competitive	-	300,000	-	300,000	-	-	-	600,000
CARITS	137,877	-	-	-	-	-	-	137,877
Capital Reserve Funds	-	520,000	130,000	385,000	105,000	450,000	-	1,590,000
Public Art Funds	-	-	-	-	-	-	-	-
Unfunded	-	-	-	-	-	-	107,660,000	107,660,000
GRAND TOTAL	\$ 1,613,298	\$ 1,270,000	\$ 2,830,000	\$ 1,260,000	\$ 2,905,000	\$ 960,000	\$ 107,660,000	\$ 118,498,298

**CITY OF LAGUNA HILLS
YEAR FISCAL 2017/18
SOURCES OF FUNDS
CAPITAL PROGRAM**

PROJECT NO.	PROJECT	FISCAL YEAR 2017/18	GENERAL FUND	GAS TAX	MEAS M COMPETITIVE	QUIMBY ACT FEES	CARITS	PUBLIC ART FUNDS
STREET, SIGNALS AND LIGHTING (100)								
101	Annual Street Maintenance	1,225,421	-	1,225,421	-	-	-	-
168	Traffic Signal Improvements/Coordination Projects	37,877	-	-	-	-	37,877	-
184	La Paz Road Widening (McIntyre to Cabot)	100,000	-	-	-	-	100,000	-
	Sub-Total	\$ 1,363,298	\$ -	\$ 1,225,421	\$ -	\$ -	\$ 137,877	\$ -
FLOOD CONTROL & WATER QUALITY (400)								
410	NPDES / Water Quality Program	250,000	250,000	-	-	-	-	-
	Sub-Total	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -
PARKS (200)								
241	General Park Renovations	-	-	-	-	-	-	-
	Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PUBLIC FACILITIES (500)								
513	Community Center Renovation	-	-	-	-	-	-	-
514	Sports Complex Renovations	-	-	-	-	-	-	-
510	Public Art Program - Civic Center	-	-	-	-	-	-	-
	Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRAILS AND OPEN SPACE (600)								
609	Multi-use Trail - Community Center to Indian Hill	-	-	-	-	-	-	-
	Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Grand Total	\$ 1,613,298	\$ 250,000	\$ 1,225,421	\$ -	\$ -	\$ 137,877	\$ -

**CITY OF LAGUNA HILLS
FISCAL YEAR 2018/19
SOURCES OF FUNDS
CAPITAL PROGRAM**

PROJECT	PROJECT	FISCAL YEAR 2018/19	GENERAL FUND	GAS TAX	MEAS M COMPETITIVE	QUIMBY ACT FEES	CARITS	CAPITAL RESERVE FUND
STREET, SIGNALS AND LIGHTING (100)								
168	Traffic Signal Improvements/Coordination Projects	50,000	50,000	-	-	-	-	-
	Sub-Total	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
FLOOD CONTROL & WATER QUALITY (400)								
403	Storm Drain/Slope Repairs	50,000	-	-	-	-	-	50,000
410	NPDES / Water Quality Program	250,000	250,000	-	-	-	-	-
412	Water Quality (2) Improvements	325,000	25,000	-	300,000	-	-	-
	Sub-Total	\$ 625,000	\$ 275,000	\$ -	\$ 300,000	\$ -	\$ -	\$ 50,000
PARKS (200)								
238	Community Center and Sports Complex Field Renovations	125,000	125,000	-	-	-	-	-
241	General Park Renovations	250,000	-	-	-	-	-	250,000
	Sub-Total	\$ 375,000	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
PUBLIC FACILITIES (500)								
513	Community Center Renovation	170,000	-	-	-	-	-	170,000
514	Sports Complex Renovations	50,000	-	-	-	-	-	50,000
	Sub-Total	\$ 220,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,000
TRAILS AND OPEN SPACE (600)								
609	Multi-use Trail - Community Center to Indian Hill	-	-	-	-	-	-	-
	Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Grand Total	\$ 1,270,000	\$ 450,000	\$ -	\$ 300,000	\$ -	\$ -	\$ 520,000

EXHIBIT B

FISCAL YEAR 2018/2019 CAPITAL IMPROVEMENT PROGRAM PROJECTS GENERAL PLAN CONFORMITY FINDINGS

Streets, Signals, and Lighting

The following project meets Mobility Goal M-1 (Provide a safe and efficient local transportation system consistent with the general County standards and the regional system) and Mobility Goal M-2 (Implement improvements that foster improved traffic safety on the circulation system for all drivers, pedestrians, and cyclists).

- Traffic Signal Improvements/Coordination Projects (CIP 168) - Provides for the interconnection' and synchronization of traffic signals for improved traffic flow and traffic safety.

Parks

The following project meets Conservation and Open Space Goal COS-2 (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- Community Center and Sports Complex Field Renovations (CIP 238) - Provides for the replacement of sports turf at the Community Center and Sports Complex two soccer fields to include irrigation and drainage modifications/reconstruction as needed as well as additional maintenance of the baseball fields at the Community Center and Cabot Park.
- General Park Renovations (CIP 241) – Provides for the replacement of worn equipment, hardscape or landscape as needed for full utilization of the recreation facility.

Flood Control and Water Quality

The following projects meet Conservation and Open Space Goal COS-1 (Manage limited resources so that future generations can enjoy the environmental and scenic wealth this community has to offer).

Exhibit B
Page 2

- Storm Drain/Slope Repairs (CIP 403) - Provides funding for drainage or slope repair projects resulting from storm events causing unexpected adverse infrastructure impacts.
- NPDES/Water Quality Program (CIP 410) - Provides a variety of water quality improvement initiatives and environmental enhancements to reduce pollutants within water runoff reaching the storm drain systems, in accordance with the NPDES permits. This project meets the above-mentioned Conservation and Open Space Goal as well as the following:
 - Safety Goal S-6 (Reduce injuries and danger to life, property damage, and public health hazards associated with flooding).
- Water Quality Improvements (CIP 412) - Provides for the installation of debris gates over the inlets of catch basins at approximately 600 locations throughout the City thereby improving pollution prevention and overall storm water quality.

Public Facilities

The following projects meet Community Services and Facilities Goal CSF-1 (Establish and maintain a high level of community facilities and services to meet the needs of the community and enhance the quality of life in Laguna Hills) and Conservation and Open Space Goal COS-2 (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- Community Center Renovation (CIP 513) - Provides for various scheduled maintenance and equipment replacement at the Community Center building.
- Sports Complex Renovations (CIP 514) - Provides for various scheduled maintenance and equipment replacement at the Sports Complex.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 26, 2018

TO: Mayor and Council Members

FROM: Janice Reyes
Finance Director

ISSUE: A Proposed Resolution Amending the City's Comprehensive Fee Schedule by Adjusting Certain Development Processing Fees and Other City Rates, Charges, and User Fees for Various Government Services Based on the Increase in the Consumer Price Index (CPI).

RECOMMENDATION: That the City Council: 1) conduct a Public Hearing; and 2) adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Comprehensive Fee Schedule by adjusting certain development processing fees and other City rates, charges, and user fees for various government services based on the increase in the Consumer Price Index (CPI) and finding that the action is statutorily exempt from the California Environmental Quality Act (CEQA) per Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(B)(8)."

SUMMARY:

User fees shift the burden of paying for specific governmental services away from the general population to the specific recipients who benefit from the service. Pursuant to the provisions of the California Constitution and the laws of the State of California, the City of Laguna Hills is authorized to adopt and implement fees, rates, and charges for municipal services, provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services.

In 2016, the City engaged Willdan Financial Services (Willdan) to conduct an independent detailed analysis of City services and the cost reasonably borne by providing those services. Willdan prepared the study and report, listing the applicable

Comprehensive User Fee Schedule - Annual Update

June 26, 2018

Page 2

direct and indirect costs for certain services provided by the City, describing the reasonable relationship between fees, rates, and charges, and the services provided by the City, and setting forth the time and method for payment of the fees, rates, and charges, which were identified in the “Cost Allocation Plan” and “Comprehensive User Fee Study Report,” dated August 24, 2016, and August 31, 2016, respectively. Copies of these reports are on file in the City Clerk’s office.

On September 13, 2016, the City Council adopted Resolution No. 2016-09-13-04, which approved Willdan’s Cost Allocation Plan and Comprehensive User Fee Study reports, and approved the methodology for calculating and collecting the user fees and charges established therein. Furthermore, pursuant to Resolution No. 2016-09-13-04, the City Council approved and adopted the updated Development Processing Fees and other user rates, charges, and fees as set forth and established in the “Comprehensive Fee Schedule,” finding that the user fees and charges established do not exceed the estimated reasonable cost of providing the service for which the fee is levied.

Section 7 of Resolution No. 2016-09-13-04 adopted a policy to periodically review and update the Comprehensive Fee Schedule and authorized an annual increase of the user fees and charges set forth in the Comprehensive Fee Schedule, commencing on July 1, 2017, and on July 1st of each fiscal year thereafter, for all fees and charges that can apply, in accordance with the Consumer Price Index (CPI) reported for the month of April. Since the cost to provide services increases each year, it is the intent of the annual update to keep up with increasing costs. The City could conduct an in-depth fee study annually to recalculate the growth in costs, but this would require a considerable sum of time and money. Typically, cities generally recalculate fees each year based on the annual CPI, which measures the increased cost of living for specific regions in the country. Additionally, as part of the annual update, staff conducts a review of the Comprehensive Fee Schedule and determines if adjustments that eliminate, reduce, and/or modify user fees are necessary and authorized. Last year, in July 2017, City Council adopted Resolution 2017-07-11-2, amending the Comprehensive Fee Schedule by the CPI reported for April 2017.

At this time, staff has completed its annual review of the Comprehensive Fee Schedule and has determined an increase of 4.0% to applicable fees and charges should be applied to reflect the CPI for April 2018. Staff recommends that the City Council conduct the required Public Hearing and adopt the proposed Resolution amending the City’s Comprehensive Fee Schedule. If approved, the CPI increases to certain user fees and

charges established pursuant to the proposed Resolution will take effect and will be implemented sixty (60) days following the date of adoption – August 25, 2018.

BACKGROUND:**2016 Comprehensive User Fee Study**

Proposition 4 (1979) and 13 (1978) reduced the ability for cities to generate revenue from property and other taxes. Due to the passage of both propositions, alternative revenue sources became increasingly necessary. One alternative was to shift the burden of paying for specific governmental services from the general population to the specific recipients who benefit from the service through user fees. The assumption is that those individuals and businesses that specifically benefit from municipal services should pay for the costs of some or all of the services being provided.

Pursuant to the provisions of the California Constitution and the laws of the State of California, the City is authorized to adopt and implement fees, rates, and charges for municipal services, provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services. A city has the authority to impose fees, charges, and rates under its police power. As long as the local enactments are not in conflict with general laws, the power to impose valid regulatory fees is not dependent on any legislatively authorized taxing power but exists pursuant to the direct grant of police power under Cal. Const. art. XI, § 7.

A fee may not exceed the estimated reasonable cost of providing the service or facility for which the fee is charged. A fee which does exceed such cost may be considered a special tax. In addition, fees, charges, and rates must be reasonable, fair, and equitable in nature and proportionately representative of the costs incurred by the regulatory agency. In fixing the fee, it is proper and reasonable to take into account not only direct costs, but indirect costs as well.

It is the City's intent to establish and maintain a comprehensive schedule of user fees, in accordance with applicable provisions of state law, including, without limitation, Article XI, Section 7 of the California Constitution and Government Code §66000 et seq., and to recover the costs reasonably borne through fees, charges, and regulatory license fees. To this end, in 2016, the City retained the professional services of Willdan to perform a comprehensive study of all City development processing fees and other City rates, charges, and fees for various governmental services. Willdan's primary objective was to calculate the current full cost of providing those services and programs offered by

Comprehensive User Fee Schedule - Annual Update

June 26, 2018

Page 4

various City departments, including all direct, indirect, and support costs associated with providing those services and programs.

Upon completion of their extensive review of the City's existing user fee schedule, Willdan determined the full cost recovery fees that may be charged to users for each service, and prepared the following reports: 1) a Cost Allocation Plan; 2) a Comprehensive User Fee Study Report; and 3) a Comprehensive User Fee Schedule, all of which are on file with the City Clerk.

The Cost Allocation Plan described the methodology used and analysis completed in determining the appropriate allocation of costs. Its primary purpose was to allocate costs from departments that provide services internally to operating departments that conduct the day-to-day operations necessary to serve the community. To ensure these central service department costs are allocated to the operating departments appropriately, Willdan analyzed the City costs to determine which costs are allowable versus unallowable in accordance with accepted and standard cost allocation principles.

The Comprehensive User Fee Study Report detailed the approach and methodology used, steps of the study, cost analysis, policy considerations, and recommendations of the Consultant. It also contained a listing of chargeable services detailing the current fee charged by the City, the updated full cost recovery fee, the proposed new fee, and the City's subsidy based on any difference between the full cost recovery fee and the proposed new fee. While one of the major objectives of the fee study was to account for all the direct and indirect costs of providing the services, some of the fees are lower than the full cost recovery amount in order to continue to encourage the public to avail itself of such services as has been the City's practice in prior years.

Within the Comprehensive Fee Study Report, Willdan suggested developing a fee schedule that has the flexibility to remain current as labor efforts and material costs fluctuate over time. Willdan recommended that the City include an inflationary factor in the Resolution adopting the Fee Schedule that annually updates all fees that apply. The most commonly used inflator is some form of the Consumer Price Index (CPI). Hence, Willdan suggested utilizing the year-over-year change in CPI reported for the month of April of the corresponding year for the Los Angeles-Riverside-Orange County area for all Urban Consumers.

On September 13, 2016, the City Council adopted Resolution No. 2016-09-13-04, which approved Willdan's Cost Allocation Plan and Comprehensive User Fee Study Report, and approved the methodology for calculating and collecting the user fees and charges

Comprehensive User Fee Schedule - Annual Update

June 26, 2018

Page 5

established therein (collectively, the “Fee Study”). Furthermore, pursuant to Resolution No. 2016-09-13-04, the City Council approved and adopted the updated development processing fees and other user rates, charges, and fees as set forth and established in the “Comprehensive Fee Schedule,” finding that the user fees and charges established do not exceed the estimated reasonable cost of providing the service for which the fee is levied.

Section 7 of Resolution No. 2016-09-13-04 adopted a policy to periodically review and update the Comprehensive Fee Schedule and authorized an annual increase of the user fees and charges set forth in the Comprehensive Fee Schedule, commencing on July 1, 2017, and on July 1st of each fiscal year thereafter, for all fees and charges that can apply, in accordance with the CPI reported for the month of April of the corresponding year for the Los Angeles-Riverside-Orange County area for all Urban Consumers. Since the cost to provide services increases each year, it is the intent of the annual update to keep up with increasing costs. The City could conduct an in-depth fee study annually to recalculate the growth in costs, but this would require a considerable sum of time and money. Typically, cities generally recalculate fees each year based on the annual CPI, which measures the increased cost of living for specific regions in the country. Last year, in July 2017, the City Council adopted Resolution 2017-07-11-2, amending the Comprehensive Fee Schedule by the CPI reported for April 2017.

2018 Annual Comprehensive Fee Schedule Review and Proposed Update

At this time, staff has completed its annual review of the Comprehensive Fee Schedule and has determined an increase of 4.0% to applicable fees and charges should be applied to reflect the CPI for April 2018. The proposed amendments to the Comprehensive Fee Schedule, attached to this report (Attachment A), list the fees by department, the fee title/name, the current fee amount, the proposed adjusted fee amount, and the amount by which the fee changed. The following is a discussion of the proposed CPI increase to the Comprehensive Fee Schedule:

- **CPI Adjustment**

Section 7 of Resolution No. 2016-09-13-04 authorized an annual increase in accordance with the CPI reported for the month of April of the corresponding year for the Los Angeles-Riverside-Orange County area for all Urban Consumers. However, in January 2018, the United States Department of Labor - Bureau of Labor and Statistics (BLS), introduced new geographic area samples for the CPI. As a result of the new area samples, 1) Los Angeles and Riverside have separate

Comprehensive User Fee Schedule - Annual Update

June 26, 2018

Page 6

indexes and 2) a new Los Angeles-Long Beach-Anaheim metropolitan area comprises Los Angeles and Orange Counties in the State of California. Therefore, the CPI increase utilized by Staff in calculating the proposed adjusted fees is based on the CPI for the Los Angeles-Long Beach-Anaheim metropolitan area for all Urban Consumers.

Attached to this report is the News Release by the BLS, which documents the change in the CPI (Attachment B) for the month of April 2018. On page 2 of the News Release, Table A reports the annual change in CPI for the Los Angeles-Long Beach-Anaheim metropolitan area for the month of April 2018 is 4.0%. The proposed adjusted fee, listed on the attached amendments to the Comprehensive Fee Schedule (Attachment A), represents the increase after applying the 4.0% increase.

The Building Industry Association (BIA) is typically interested in and monitors fee study updates in local jurisdictions. Staff mailed notices to interested parties and advised the BIA that the annual update to the City's Comprehensive Fee Schedule will be considered by the City of Laguna Hills City Council during a Public Hearing on June 26, 2018. To-date, the City has received one letter in response from Southern California Edison (Attachment D).

CONCLUSION:

Staff recommends that the City Council: 1) conduct a Public Hearing; and 2) adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending the Comprehensive Fee Schedule by adjusting certain development processing fees and other City rates, charges, and user fees for various government services based on the increase in the Consumer Price Index (CPI) and finding that the action is statutorily exempt from the California Environmental Quality Act (CEQA) per Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(B)(8)" (Attachment C).

CEQA FINDINGS:

Staff recommends that the City Council find that adoption of the proposed Resolution adjusting certain development processing fees and other City rates, charges, and user fees for various government services, based on the annual increase in the CPI for the month of April 2018, which will take effect and will be implemented sixty (60) days from the date of adoption, be found statutorily exempt from the California Environmental

Comprehensive User Fee Schedule - Annual Update

June 26, 2018

Page 7

Quality Act (CEQA) pursuant to Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(B)(8). In accordance with such determination, staff will file a Notice of Exemption immediately upon adoption of the proposed Resolution.

FISCAL IMPACT:

By approving the recommended increases, the City will be able to maximize revenue by recovering the estimated cost of providing the service and reduce the subsidy borne by the City's General Fund.

ATTACHMENTS:

- Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018
- Attachment B - US Dept of Labor, Bureau of Labor & Statistics, News Release, May 10, 2018
- Attachment C - Proposed Resolution
- EXHIBIT A - Amendments to the Comprehensive Fee Schedule
- Attachment D - SCE Letter

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

5.1.a

A: City Clerk

Fee #	Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
1	Duplication of City Documents	first five sheets free, 6 or more sheets at \$.25 per page		\$ 0.25	\$ 0.25	— \$ -
2	Duplication of City Documents - two-sided	first five sheets free, 6 or more sheets at \$.25 per page		\$ 0.25	\$ 0.25	— \$ -
3	Certification on a City Document	per certification		\$ 16.43	\$ 17.09	▲ \$ 0.66
4	Duplication of a Certified City Document	per sheet		\$ 3.08	\$ 3.20	▲ \$ 0.12
5	Copies of City Council and/or Commission or Board Agendas	per sheet		\$ 0.25	\$ 0.25	— \$ -
6	Mailed copies of City Council and/or Commission or Board Agendas	per year	same document	\$ 178.70	\$ 185.85	▲ \$ 7.15
7	Copies of City Council and/or Commission or Board Minutes	per sheet		\$ 0.37	\$ 0.37	— \$ -
8	Mailed copies of City Council and/or Commission or Board Minutes	per year	same document	\$ 179.73	\$ 186.91	▲ \$ 7.19
9	Duplication of Audio Tape of City Council and/or Commission or Board meetings	per disk		\$ 45.19	\$ 47.00	▲ \$ 1.81
10	Cost of mailed or delivered copies of documents, except for subscriptions to City Council and/or Commission or Board Agendas or Minutes,			\$ 7.19	\$ 7.48	▲ \$ 0.29

Attachment: Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018 (1604 :

B: Admin Services

Fee #	Title	Sub Title	Unit	Current Fee	Proposed Adjusted Fee	\$ change
1	Bill Processing Administrative Fee		% of amount billed	20%	20%	\$ -
2	Returned Insufficient Funds Check - Service Fee	For First Check Returned	Pursuant to California Civil Code section 1719	\$ 25.00	\$ 25.00	\$ -
3	Returned Insufficient Funds Check - Service Fee	Two or More Returned (for each subsequent check)		\$ 35.00	\$ 35.00	\$ -

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

5.1.a

D: Engineering and Public Works

Fee #	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
1	ENCROACHMENT	Encroachment Agreement Recording Fee		County Fee	\$ 30.00	\$ 30.00	\$ -
2	ENCROACHMENT	Encroachment Agreement Preparation			\$ 372.80	\$ 382.87	\$ 10.07
3	IMPROVEMENT PLAN CHECK & INSPECTION FEES	Improvement or Grading Plan Check	total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	\$ -
4	IMPROVEMENT PLAN CHECK & INSPECTION FEES	Improvement or Grading Inspection	total actual cost incurred	Deposit-based ^(a)	\$ 3,000.00	\$ 3,000.00	\$ -
5	LANDSCAPE PLAN REVIEW & INSPECTION FEES	Landscape Improvements Plan Check / Inspection	total actual cost incurred	Deposit-based ^(a)	\$ 1,000.00	\$ 1,000.00	\$ -
6	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Transportation - Single Trip			\$ 16.00	\$ 16.00	\$ -
7	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Transportation - Annual Permit			\$ 90.00	\$ 90.00	\$ -
8	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Temporary Access - Across a Public Right of Way			\$ 243.40	\$ 249.97	\$ 6.57
9	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Storage in the Public Right of Way per day			\$ 314.26	\$ 322.75	\$ 8.49
10	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Commercial Photography or Filming on Public Property	total actual cost incurred	Deposit-based ^(a)	\$ 1,000.00	\$ 1,000.00	\$ -
11	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Road Closure per day			\$ 290.64	\$ 298.49	\$ 7.85
12	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Block Party			\$ 107.84	\$ 110.75	\$ 2.91
13	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Traffic Control / Lane Closure Plan - one day			\$ 840.09	\$ 862.77	\$ 22.68
14	PUBLIC PROPERTY PERMIT FEES - Encroachment	Underground Utilities Under 1,000 Linear Feet			\$ 737.39	\$ 757.30	\$ 19.91
15	PUBLIC PROPERTY PERMIT FEES - Encroachment	Underground Utilities Over 1,000 Linear Feet	total actual cost incurred	Deposit-based ^(a)	\$ 3,000.00	\$ 3,000.00	\$ -
16	PUBLIC PROPERTY PERMIT FEES - Encroachment	Curb Core			\$ 74.97	\$ 77.00	\$ 2.03
17	PUBLIC PROPERTY PERMIT FEES - Encroachment	Residential Driveway			\$ 227.99	\$ 234.15	\$ 6.16
18	PUBLIC PROPERTY PERMIT FEES - Encroachment	Commercial Driveway			\$ 596.69	\$ 612.80	\$ 16.11
19	PUBLIC PROPERTY PERMIT FEES - Encroachment	Curbs & gutters - up to 100 linear feet			\$ 596.69	\$ 612.80	\$ 16.11
20	PUBLIC PROPERTY PERMIT FEES - Encroachment	Curbs & gutters - over 100 linear feet	total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	\$ -
21	PUBLIC PROPERTY PERMIT FEES - Encroachment	Paving - up to 1,000 square feet			\$ 737.39	\$ 757.30	\$ 19.91
22	PUBLIC PROPERTY PERMIT FEES - Encroachment	Paving - over 1,000 square feet	total actual cost incurred	Deposit-based ^(a)	\$ 3,000.00	\$ 3,000.00	\$ -
23	PUBLIC PROPERTY PERMIT FEES - Encroachment	Sidewalks - up to 500 square feet			\$ 455.99	\$ 468.30	\$ 12.31
24	PUBLIC PROPERTY PERMIT FEES - Encroachment	Sidewalks - over 500 square feet	total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	\$ -
25	PUBLIC PROPERTY PERMIT FEES - Encroachment	Storm Drain Entry			\$ 675.77	\$ 702.80	\$ 27.03
26	PUBLIC PROPERTY PERMIT FEES - Encroachment	Catch Basin			\$ 926.35	\$ 963.41	\$ 37.06
27	OTHER ITEMS IN THE PUBLIC RIGHT OF WAY	Placement of a News Rack/year			\$ 466.26	\$ 484.91	\$ 18.65
28	OTHER ITEMS IN THE PUBLIC RIGHT OF WAY	Placement of Temporary Collection Bins, over 3 cubic yards or to be utilized more than 7 days in the public right-of-way/ per week		Excluding Solid Waste Franchisee	\$ 148.92	\$ 154.87	\$ 5.95
29	OTHER ITEMS IN THE PUBLIC RIGHT OF WAY	Placement of a Delivery Drop Box/year			\$ 218.75	\$ 227.50	\$ 8.75
30	SURVEYING - MAP CHECKING	Final Tract/Parcel Map	total actual cost incurred	Deposit-based ^(a)	\$ 3,000.00	\$ 3,000.00	\$ -
31	SURVEYING - MAP CHECKING	Lot Line Adjustment/Parcel Merger	total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	\$ -
32	SURVEYING - MAP CHECKING	Street/Easement Vacation Request	total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	\$ -
33	SURVEYING - MAP CHECKING	Easement/Dedication/Other	total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	\$ -
34	PERMIT ISSUANCE FEE	Permit Issuance Fee (grading or encroachment permit)			\$ 158.16	\$ 164.48	\$ 6.32
35	OTHER ITEMS IN THE PUBLIC RIGHT OF WAY	Review/inspect Water Quality Management Plan/SWPPP			\$ 613.12	\$ 637.64	\$ 24.52
36	WEED ABATEMENT ADMINISTRATION PER PARCEL	Weed Abatement Administrative Fee			\$ 448.80	\$ 466.75	\$ 17.95
37	PARKING PERMIT FEE	Fee to obtain parking permit decal	annual administrative fee	est by CC Resolution	\$ 15.00	\$ 15.00	\$ -
38	Parade Permit Application		total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	\$ -

^(a) For deposit-based fees, the amounts shown reflect the initial deposit due, are subject to the determination of the Public Works Director, and shall be assessed in increments of \$500.

Attachment: Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018 (1604 :

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

5.1.a

E: Community Development/Planning

Fee #	Fee Group	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
1	Planning	Annexation/Detachment		Deposit	Plus LACFO Application Fee	\$ 10,122.11	\$ 10,527.00	▲ \$ 404.88
2	Planning	Appeals	- All Others	Set fee. If applicant files an appeal on an actual cost case an additional deposit not req and all appeals charged against orig deposit.		\$ 6,553.29	\$ 6,815.42	▲ \$ 262.13
3	Planning	Certification of compliance subdivisions		Deposit		\$ 1,302.24	\$ 1,354.33	▲ \$ 52.09
4	Planning	Change of Plans - Major		Deposit		\$ 6,139.41	\$ 6,384.98	▲ \$ 245.58
5	Planning	Change of Plans - Minor		Set fee		\$ 1,239.59	\$ 1,289.17	▲ \$ 49.58
6	Planning	Conditional use permit		Deposit		\$ 7,584.40	\$ 7,887.77	▲ \$ 303.38
7	Planning	Certificate of Use and Occupancy		Set fee	Includes building permit issuance	\$ 212.59	\$ 221.09	▲ \$ 8.50
8	Planning	Development agreements		Deposit		\$ 10,222.76	\$ 10,631.67	▲ \$ 408.91
9	Planning	Environmental Impact Report for staff management and oversight of EIR		Deposit		\$ 18,677.02	\$ 19,424.10	▲ \$ 747.08
10	Planning	Negative Declaration		Actual cost deposit		\$ 3,438.40	\$ 3,575.93	▲ \$ 137.54
11	Planning	Environmental Mitigation Monitoring Program		Actual cost deposit. Costs are determined as part of the EIR or Negative Declaration		\$ 4,576.31	\$ 4,759.36	▲ \$ 183.05
12	Planning	Extension of time		Deposit		\$ 1,063.97	\$ 1,106.53	▲ \$ 42.56
13	Planning	General Plan Amendment		Deposit		\$ 7,025.71	\$ 7,306.74	▲ \$ 281.03
14	Planning	Lot Line Adjustment		Deposit		\$ 1,057.81	\$ 1,100.12	▲ \$ 42.31
15	Planning	Park Modifications		Deposit		\$ 1,158.46	\$ 1,204.79	▲ \$ 46.34
16	Planning	Parking Use Permit		Deposit		\$ 8,010.60	\$ 8,331.02	▲ \$ 320.42
17	Planning	Precise Plan (Mixed use District Only)		Deposit		\$ 10,216.60	\$ 10,625.26	▲ \$ 408.66
18	Planning	Preliminary Project Review		Set fee		\$ 593.61	\$ 617.35	▲ \$ 23.74
19	Planning	Site Development Permit (Administrative)		Deposit		\$ 1,019.81	\$ 1,060.60	▲ \$ 40.79
20	Planning	Site Development Permit (Planning Agency)		Deposit		\$ 6,039.79	\$ 6,281.38	▲ \$ 241.59
21	Planning	Special Animal Permit		Actual cost, not to exceed deposit		\$ 821.60	\$ 854.46	▲ \$ 32.86
22	Planning	Special Use Permit		Deposit		\$ 7,680.93	\$ 7,988.17	▲ \$ 307.24
23	Planning	Specific Plan		Deposit		\$ 28,364.71	\$ 29,499.30	▲ \$ 1,134.59
24	Planning	Specific Plan Amendment		Deposit		\$ 13,805.96	\$ 14,358.20	▲ \$ 552.24
25	Planning	Temporary Sign Permit				\$ 72.92	\$ 75.83	▲ \$ 2.92
26	Planning	Temporary Use Permit				\$ 294.75	\$ 306.54	▲ \$ 11.79
27	Planning	Tentative Tract Map		\$1,000 set fee, plus \$4,500 deposit		\$ 8,547.72	\$ 8,889.63	▲ \$ 341.91
28	Planning	Tentative Parcel Map		Deposit		\$ 8,547.72	\$ 8,889.63	▲ \$ 341.91
29	Planning	Variance		Deposit		\$ 5,858.01	\$ 6,092.33	▲ \$ 234.32
30	Planning	Zone Change		Deposit		\$ 9,794.50	\$ 10,186.28	▲ \$ 391.78
31	Miscellaneous Fees	Concurrently filed applications		TBD by Planning Director		TBD	TBD	
33	Miscellaneous Fees	Permanent Record Retention		Per application		\$ 83.19	\$ 86.51	▲ \$ 3.33
34	Miscellaneous Fees	Record research/Zoning Verification Letter				Actual Cost	Actual Cost	
35	Public Documents for Purchase	General Plan Master EIR				\$ 71.89	\$ 74.77	▲ \$ 2.88
36	Public Documents for Purchase	General Plan - Book				\$ 71.89	\$ 74.77	▲ \$ 2.88
37	Public Documents for Purchase	General Plan - CD				\$ 33.89	\$ 35.25	▲ \$ 1.36
38	Public Documents for Purchase	Development Code - Book				\$ 71.89	\$ 74.77	▲ \$ 2.88
39	Public Documents for Purchase	Development Code - CD				\$ 33.89	\$ 35.25	▲ \$ 1.36
40	Public Documents for Purchase	Urban Village Specific Plan - Book				\$ 71.89	\$ 74.77	▲ \$ 2.88
41	Public Documents for Purchase	Urban Village Specific Plan - CD				\$ 33.89	\$ 35.25	▲ \$ 1.36
42	Public Documents for Purchase	Subdivision Ordinance				\$ 46.22	\$ 48.06	▲ \$ 1.85

Attachment: Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018 (1604 :

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

5.1.a

E: Community Development/Planning

Fee #	Fee Group	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
43	Public Documents for Purchase	Subdivision Manual				\$ 46.22	\$ 48.06	▲ \$ 1.85
45	Planning	Finding of Public Convenience or Necessity				\$ 337.88	\$ 351.40	▲ \$ 13.52
46	Planning	Wireless Facility Permit Request	6409(a)			\$ 325.56	\$ 338.58	▲ \$ 13.02
47	Planning	Fortune Telling Permit			Established under Res. 2004-11-09-1	\$ 214.64	\$ 223.23	▲ \$ 8.59
48	Planning	Wild, Exotic, Dangerous & Nondomestic Animals License		Chapter 13-16.010		\$ 1,057.81	\$ 1,100.12	▲ \$ 42.31
49	Planning	General Plan Interpretation		Table9-92.030		\$ 692.20	\$ 719.89	▲ \$ 27.69
50	Planning	Landscape Plan Fee - Residential		Table9-92.030		\$ 216.70	\$ 225.36	▲ \$ 8.67
51	Planning	Landscape Plan Fee - Commercial		Table9-92.030		\$ 424.15	\$ 441.12	▲ \$ 16.97
52	Planning	Development Code Amendment		Table9-92.030	Deposit	\$ 9,794.50	\$ 10,186.28	▲ \$ 391.78
53	Planngg	Large Family Day Care CUP		9.92-080D		\$ 1,019.81	\$ 1,060.60	▲ \$ 40.79
54	Building	Relocation Permit		Chapter 10-12.060		\$ 413.88	\$ 430.44	▲ \$ 16.56
55	Building	Condominium Conversion Site & Building Review		Chapter 9-87.070C		\$ 47.24	\$ 49.13	▲ \$ 1.89
56	Planning	Massage Establishment Operator Permit				\$ 146.74	\$ 152.61	▲ \$ 5.87

Attachment: Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018 (1604 :

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

5.1.a

F: Community Development/Building

Fee #	Fee Group	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
1	PLUMBING PERMIT FEES	NEW MULTI-FAMILY RESIDENTIAL BUILDINGS (APARTMENTS, MOTELS, HOTELS & CONDOMINIUMS)		- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
2	PLUMBING PERMIT FEES	NEW SINGLE AND TWO FAMILY BUILDINGS		- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
3	PLUMBING PERMIT FEES	GARAGES, CARPORTS (ATTACHED OR DETACHED) PARKING STRUCTURES, OTHER TYPES OF RESIDENTIAL ALTERATIONS, ADDITIONS AND MODIFICATIONS TO EXISTING COMMERCIAL BUILDINGS REFER TO UNIT FEE SCHEDULE		- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
4	UNIT FEE SCHEDULE	Single Fixtures	Single Fixtures	Each		\$ 17.46	\$ 18.16	▲ \$ 0.70
5	MISCELLANEOUS FIXTURES	Solar Collectors		Each		\$ 34.92	\$ 36.31	▲ \$ 1.40
6	MISCELLANEOUS FIXTURES	Solar Piping		Each		\$ 34.92	\$ 36.31	▲ \$ 1.40
7	MISCELLANEOUS FIXTURES	Solar Tank		Each		\$ 34.92	\$ 36.31	▲ \$ 1.40
8	POOL/SPA FEES	Swimming Pool w/Spa	Vinyl-lined (up to 800 sf)			\$ 850.36	\$ 884.37	▲ \$ 34.01
9	POOL/SPA FEES	Swimming Pool w/Spa	Fiberglass			\$ 850.36	\$ 884.37	▲ \$ 34.01
10	POOL/SPA FEES	Swimming Pool w/Spa	Gunitite (up to 800 sf) - Custom and to establish master plan coord - Prod Unit			\$ 1,008.51	\$ 1,048.85	▲ \$ 40.34
11	POOL/SPA FEES	Swimming Pool w/Spa	Additional pool (over 800 sf)			\$ 308.10	\$ 320.42	▲ \$ 12.32
12	POOL/SPA FEES	Swimming Pool w/Spa	Commercial pool (up to 800 sf)			\$ 1,008.51	\$ 1,048.85	▲ \$ 40.34
13	POOL/SPA FEES	Swimming Pool w/Spa	Commercial pool (over 800 sf)			\$ 1,460.39	\$ 1,518.81	▲ \$ 58.42
14	POOL/SPA FEES	Swimming Pool w/Spa	Demolition - including combo utility capping			\$ 283.45	\$ 294.79	▲ \$ 11.34
15	POOL/SPA FEES	Swimming Pool w/Spa	Minimum permit fee			\$ 82.16	\$ 85.45	▲ \$ 3.29
16	POOL/SPA FEES	Swimming Pool w/Spa	Reinspection Fee			\$ 120.16	\$ 124.97	▲ \$ 4.81
17	POOL/SPA FEES	Gunitite Spa Addition (1-100 sf)	Residential or commercial Gunitite spa only			\$ 324.53	\$ 337.51	▲ \$ 12.98
18	POOL/SPA FEES	Existing Gunitite Pool Replaster	Residential or commercial Gunitite pool replaster			\$ 114.00	\$ 118.56	▲ \$ 4.56
19	MECHANICAL PERMIT FEES	NEW MULTI-FAMILY RESIDENTIAL BUILDINGS (APARTMENTS, MOTELS, HOTELS & CONDOMINIUMS)	minimum	- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
20	MECHANICAL PERMIT FEES	NEW SINGLE AND TWO FAMILY BUILDINGS	minimum	- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
21	MECHANICAL PERMIT FEES	GARAGES, CARPORTS (ATTACHED OR DETACHED) PARKING STRUCTURES, OTHER TYPES OF RESIDENTIAL ALTERATIONS, ADDITIONS AND MODIFICATIONS TO EXISTING COMMERCIAL BUILDINGS REFER TO UNIT FEE SCHEDULE	minimum	- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
22	MECHANICAL PERMIT FEES	Duct - Structural				\$ 108.86	\$ 113.22	▲ \$ 4.35
23	MECHANICAL PERMIT FEES	Duct - Ventilating				\$ 108.86	\$ 113.22	▲ \$ 4.35
24	MECHANICAL PERMIT FEES	Fireplace/Factory Built (ICBO)				\$ 80.11	\$ 83.31	▲ \$ 3.20
25	MECHANICAL PERMIT FEES	Heating System & Ducting				\$ 114.00	\$ 118.56	▲ \$ 4.56
26	MECHANICAL PERMIT FEES	Heating System & Ducting - 0-100,000 BTU				\$ 114.00	\$ 118.56	▲ \$ 4.56
27	MECHANICAL PERMIT FEES	Heating System & Ducting - 100,000 BTU				\$ 114.00	\$ 118.56	▲ \$ 4.56
28	MECHANICAL PERMIT FEES	Hood or Canopy				\$ 46.22	\$ 48.06	▲ \$ 1.85
29	MECHANICAL PERMIT FEES	Commerical hood (including ducts) each				\$ 46.22	\$ 48.06	▲ \$ 1.85
30	MECHANICAL PERMIT FEES	Refrigeration System - 0-100,000 BTU				\$ 114.00	\$ 118.56	▲ \$ 4.56
31	MECHANICAL PERMIT FEES	Refrigeration System - 100,000 BTU				\$ 114.00	\$ 118.56	▲ \$ 4.56
32	MECHANICAL PERMIT FEES	System Repair/Alteration				\$ 34.92	\$ 36.31	▲ \$ 1.40
33	MECHANICAL PERMIT FEES	Wall Furnace				\$ 46.22	\$ 48.06	▲ \$ 1.85
34	MECHANICAL PERMIT FEES	Replacement A/C or heat pump	Residential			\$ 29.78	\$ 30.97	▲ \$ 1.19
35	MECHANICAL PERMIT FEES	Replacement A/C or heat pump	- up to 5 tons/5 HP			\$ 63.67	\$ 66.22	▲ \$ 2.55
36	MECHANICAL PERMIT FEES	Replacement A/C or heat pump	- over 5 tons/HP			\$ 108.86	\$ 113.22	▲ \$ 4.35
37	MECHANICAL PERMIT FEES	Single Fixtures				\$ 17.46	\$ 18.16	▲ \$ 0.70
38	ELECTRICAL PERMIT FEES	NEW MULTI-FAMILY RESIDENTIAL BUILDINGS (APARTMENTS, MOTELS, HOTELS & CONDOMINIUMS)		- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
39	ELECTRICAL PERMIT FEES	NEW SINGLE AND TWO FAMILY BUILDINGS		- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
40	ELECTRICAL PERMIT FEES	GARAGES, CARPORTS (ATTACHED OR DETACHED) PARKING STRUCTURES, OTHER TYPES OF RESIDENTIAL ALTERATIONS, ADDITIONS AND MODIFICATIONS TO EXISTING COMMERCIAL BUILDINGS REFER TO UNIT FEE SCHEDULE		- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
41	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Generator/Transformer - 1-10 kw			\$ 108.86	\$ 113.22	▲ \$ 4.35

Attachment: Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018 (1604 :

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

5.1.a

F: Community Development/Building

Fee #	Fee Group	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
42	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Generator/Transformer - 10-50 kw			\$ 108.86	\$ 113.22	▲ \$ 4.35
43	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Generator/Transformer - > 50 kw			\$ 74.97	\$ 77.97	▲ \$ 3.00
44	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Generator/Transformer - > 100 kw			\$ 74.97	\$ 77.97	▲ \$ 3.00
45	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Motor - up to 100 amps			\$ 74.97	\$ 77.97	▲ \$ 3.00
46	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Motor - over 100 amps			\$ 74.97	\$ 77.97	▲ \$ 3.00
47	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Motors - 0-1 HP			\$ 74.97	\$ 77.97	▲ \$ 3.00
48	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Motors - 1 1/2 - 8 HP			\$ 74.97	\$ 77.97	▲ \$ 3.00
49	ELECTRICAL PERMIT FEES	RECEPTACLE, SWITCH, AND LIGHTING OUTLETS				\$ 17.46	\$ 18.16	▲ \$ 0.70
50	ELECTRICAL PERMIT FEES	RESIDENTIAL APPLIANCES				\$ 17.46	\$ 18.16	▲ \$ 0.70
51	ELECTRICAL PERMIT FEES	SERVICE/METERS/PANELS/DISCONNECT SWITCHES	- 600 volt or less and not over 200 amps each			\$ 170.48	\$ 177.30	▲ \$ 6.82
52	ELECTRICAL PERMIT FEES	SERVICE/METERS/PANELS/DISCONNECT SWITCHES	- 600 volt or less and over 200 amps and up to 500 amps each			\$ 170.48	\$ 177.30	▲ \$ 6.82
53	ELECTRICAL PERMIT FEES	SERVICE/METERS/PANELS/DISCONNECT SWITCHES	- Sub Panel			\$ 80.11	\$ 83.31	▲ \$ 3.20
54	ELECTRICAL PERMIT FEES	SIGNS, OUTLINE LIGHTING AND MARQUEES	- Sign/Channel Letter			\$ 74.97	\$ 77.97	▲ \$ 3.00
55	ELECTRICAL PERMIT FEES	SIGNS, OUTLINE LIGHTING AND MARQUEES	- Sign/Monument Sign			\$ 80.11	\$ 83.31	▲ \$ 3.20
56	ELECTRICAL PERMIT FEES	SIGNS, OUTLINE LIGHTING AND MARQUEES	- Time Clock			\$ 41.08	\$ 42.72	▲ \$ 1.64
57	ELECTRICAL PERMIT FEES	TEMPORARY POWER	- Construction Pole Sub			\$ 46.22	\$ 48.06	▲ \$ 1.85
58	ELECTRICAL PERMIT FEES	TEMPORARY POWER	- Temp. Power Pole			\$ 80.11	\$ 83.31	▲ \$ 3.20
59	ELECTRICAL PERMIT FEES	TEMPORARY POWER	- Temp Const. Pole			\$ 80.11	\$ 83.31	▲ \$ 3.20
60	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Freestanding Outdoor Fireplace/Pizza Oven				\$ 290.64	\$ 302.27	▲ \$ 11.63
61	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Patio Cover/Covered Porch/GreenHouse	(First)	up to 300sf		\$ 292.70	\$ 304.40	▲ \$ 11.71
62	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Patio Cover/Covered Porch/GreenHouse	Each Additional 100sf over 300sf			\$ 108.86	\$ 113.22	▲ \$ 4.35
63	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Enclosed Patio (up to 300sf)				\$ 364.59	\$ 379.17	▲ \$ 14.58
64	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Enclosed Patio	Each additional 100sf over 300 sf			\$ 108.86	\$ 113.22	▲ \$ 4.35
65	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Balcony or deck (up to 300 sf)				\$ 443.66	\$ 461.41	▲ \$ 17.75
66	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Balcony or deck additional sf		each additional 100 sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
67	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Demolition (up to 3,000 sf)				\$ 283.45	\$ 294.79	▲ \$ 11.34
68	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Demolition - additional sf		each additional 3,000 sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
69	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Stucco (< 400 sf)				\$ 283.45	\$ 294.79	▲ \$ 11.34
70	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Stucco - additional sf		each additional 100 sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
71	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Siding (< 400 sf)				\$ 147.89	\$ 153.80	▲ \$ 5.92
72	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Siding additional sf		each additional 100 sf		\$ 18.49	\$ 19.23	▲ \$ 0.74
73	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Garage (wood frame up to 420 sf)				\$ 426.21	\$ 443.25	▲ \$ 17.05
74	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Garage (wood frame sf)		each additional 100 sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
75	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Garage (masonry up to 420 sf)				\$ 426.21	\$ 443.25	▲ \$ 17.05
76	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Garage (masonry sf)		each additional 100 sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
77	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Inspections outside of normal business hours (min. charge of 4 hrs.)				\$ 549.45	\$ 571.42	▲ \$ 21.98

Attachment: Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018 (1604 :

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

5.1.a

F: Community Development/Building

Fee #	Fee Group	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
78	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Reinspection fee				\$ 120.16	\$ 124.97	▲ \$ 4.81
79	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Inspections for which no fee is specifically indicated (min charge of 1 hr.)				\$ 142.75	\$ 148.46	▲ \$ 5.71
80	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Investigative Inspections		per hour, minimum		\$ 142.75	\$ 148.46	▲ \$ 5.71
81	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Investigation for work done without permit (minor)		per hour, minimum		\$ 142.75	\$ 148.46	▲ \$ 5.71
82	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Permit issuance fee; applies to all types of permits				\$ 82.16	\$ 85.45	▲ \$ 3.29
83	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Reissuance of inspection card				\$ 38.00	\$ 39.52	▲ \$ 1.52
84	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Special inspection (1 hr. minimum)				\$ 142.75	\$ 148.46	▲ \$ 5.71
85	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Re-roofing (light weight w/o structural up to 2,000 sf)		each		\$ 142.75	\$ 148.46	▲ \$ 5.71
86	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Additional re-roof (comp shingle & BUR)		each 1,000 sf		\$ 18.49	\$ 19.23	▲ \$ 0.74
87	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Re-roofing (tile roof with structural calc up to 2,000 sf)		each		\$ 142.75	\$ 148.46	▲ \$ 5.71
88	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Additional re-roof (tile roof)		each 1,000 sf		\$ 18.49	\$ 19.23	▲ \$ 0.74
89	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Retaining wall: 3-6' high (up to 50 lf) (standard)		each		\$ 155.08	\$ 161.28	▲ \$ 6.20
90	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Additional retaining wall		each 50 lf		\$ 18.49	\$ 19.23	▲ \$ 0.74
91	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Retaining wall: 6-10' high (up to 50 lf) (special design)		each		\$ 295.78	\$ 307.61	▲ \$ 11.83
92	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Additional retaining wall		each 50 lf		\$ 18.49	\$ 19.23	▲ \$ 0.74
93	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Retaining wall: 10' high (up to 50 lf) (special design)		each		\$ 436.48	\$ 453.93	▲ \$ 17.46
94	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Additional retaining wall		each 30 lf		\$ 18.49	\$ 19.23	▲ \$ 0.74
95	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Record retention - to be collected at time of permit issuance for:	Oversized plans and documents	per page - documents over 11 x 17 in size		\$ 3.08	\$ 3.20	▲ \$ 0.12
96	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Record retention - to be collected at time of permit issuance for:	Regular sized plans and documents	per page - documents 11 x 17 & under in size		\$ 2.05	\$ 2.14	▲ \$ 0.08
97	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Construction & Demolition Recycling Waste Program Deposit - Application Fee				\$ 41.08	\$ 42.72	▲ \$ 1.64
98	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Freestanding Outdoor Fireplace/Pizza Oven Plan Check				\$ 295.78	\$ 307.61	▲ \$ 11.83
99	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Balcony or deck (up to 300sf) Plan Check		each		\$ 319.40	\$ 332.17	▲ \$ 12.78
100	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Balcony or deck additional sf Plan Check		each additional 100sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
101	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Patio Cover/Covered Porch/GreenHouse (up to 300sf) Plan Check		each		\$ 181.78	\$ 189.05	▲ \$ 7.27
102	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Patio Cover/Covered Porch/GreenHouse additional sf Plan Check		each additional 100sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
103	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Enclosed Patio (up to 300sf) Plan Check		each		\$ 250.59	\$ 260.61	▲ \$ 10.02
104	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Enclosed Patio additional sf Plan Check		each additional 100sf		\$ 41.08	\$ 42.72	▲ \$ 1.64
105	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Retaining Wall Plan Check (per 100sf); all types & sizes of walls		each		\$ 91.40	\$ 95.06	▲ \$ 3.66
106	ELECTRICAL PERMIT FEES	SIGNS, OUTLINE LIGHTING AND MARQUEES	- Sign/Channel Letter Plan Check			\$ 57.51	\$ 59.81	▲ \$ 2.30

Attachment: Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018 (1604 :

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

5.1.a

F: Community Development/Building

Fee #	Fee Group	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
107	ELECTRICAL PERMIT FEES	SIGNS, OUTLINE LIGHTING AND MARQUEES	- Sign/Monument Sign Plan Check			\$ 125.29	\$ 130.31	▲ \$ 5.01
108	ELECTRICAL PERMIT FEES	New Cell Site Plan Check				\$ 661.39	\$ 687.84	▲ \$ 26.46
109	ELECTRICAL PERMIT FEES	New Cell Site				\$ 350.21	\$ 364.22	▲ \$ 14.01
110	ELECTRICAL PERMIT FEES	Modifications to Existing Cell Site Plan Check				\$ 216.70	\$ 225.36	▲ \$ 8.67
111	ELECTRICAL PERMIT FEES	Modifications to Existing Cell Site				\$ 203.35	\$ 211.48	▲ \$ 8.13
112	ELECTRICAL PERMIT FEES	Rooftop Solar PV Plan Check				\$ 61.62	\$ 64.08	▲ \$ 2.46
113	ELECTRICAL PERMIT FEES	Rooftop Solar PV		per 100sf	30 min of inspections	\$ 15.41	\$ 16.02	▲ \$ 0.62
114	ELECTRICAL PERMIT FEES	Groundmount Solar PV Plan Check				\$ 194.10	\$ 201.87	▲ \$ 7.76
115	ELECTRICAL PERMIT FEES	Groundmount Solar PV		per 100sf	2 hours of inspections	\$ 271.13	\$ 281.97	▲ \$ 10.85
116	ELECTRICAL PERMIT FEES	PV Revisions Plan Check				\$ 33.89	\$ 35.25	▲ \$ 1.36
117	POOL/SPA FEES	Swimming Pool w/Spa	Commercial pool plan check			\$ 330.69	\$ 343.92	▲ \$ 13.23
118	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Window/Sliding Door Replacement				\$ 136.59	\$ 142.05	▲ \$ 5.46
119	PLUMBING PERMIT FEES	Re-pipe				\$ 136.59	\$ 142.05	▲ \$ 5.46
120	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Drywall Repair				\$ 136.59	\$ 142.05	▲ \$ 5.46
121	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Permit Reinstatement Plan Check			Hourly plan check for expired permits that they need to final out	20% of original plan check	20% of original plan check	▲ \$ -
122	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Permit Reinstatement			for expired permits that they need to final out	\$ 82.16	\$ 85.45	▲ \$ 3.29
123	MISCELLANEOUS SERVICES AND PERMIT ITEMS	OCFA Plan Check Admin Fee			Plus the cost to image and store the plans electronically.	\$ 105.78	\$ 110.01	▲ \$ 4.23
124	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Appeal Hearing before the Board of Appeals			Chapter 10-20.020 Section 204.3	\$ 6,553.29	\$ 6,815.42	▲ \$ 262.13
125	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Water Quality Control Administrative Hearing for Notice of Noncompliance, Administrative Compliance Orders, Invoices for Costs and Adverse Determinations		each	Chapter 5-36.070 A7	\$ -	\$ -	▲ \$ -
126	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Flag Pole			Residential & Commercial	\$ 135.56	\$ 140.99	▲ \$ 5.42

Attachment: Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018 (1604 :

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

BUILDING PERMIT FEES - CONSTRUCTION TYPES: I A, II A

Class		CBC Occupancy	Square Footage	Current Construction Fee Schedule						Proposed Adjusted Construction Fee Schedule						\$ change	\$ change
A-1	Assembly - usually with fixed seating.	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.22			
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.8			
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.5			
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.5			
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.4			
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.49	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.3			
A-2	Assembly - intended for food and/or drink consumption	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.22			
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.8			
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.5			
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.5			
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.4			
		100,001	20,696.42	plus	9.11	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.3			
A-3	Assembly - intended for worship, recreation or amusement	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.22			
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.8			
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.5			
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.5			
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.4			
		100,001	20,696.42	plus	9.08	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.44	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.3			
A-4	Assembly - intended for viewing of indoor sporting activities	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.22			
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.8			
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.5			
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.5			
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.4			
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.3			
A-5	Assembly - intended for viewing of outdoor activities	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.22			
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.8			
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.5			
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.5			
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.4			
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.49	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.3			
B	Business	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.22			
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.8			
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.5			
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.5			
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.4			
		100,001	20,696.42	plus	9.11	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.3			
B	Tenant Improvement	501	\$1,169.77	plus	40.23	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.	\$1,216.56	plus	41.84	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.	▲	\$46.79	▲	\$1.6			
		2,501	1,974.35	plus	35.83	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	2,053.32	plus	37.27	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$78.97	▲	\$1.4			
		5,001	2,870.22	plus	24.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	2,985.03	plus	25.04	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$114.81	▲	\$0.9			
		10,001	4,074.23	plus	11.37	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.	4,237.20	plus	11.83	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.	▲	\$162.97	▲	\$0.4			
		25,001	5,780.39	plus	14.89	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	6,011.60	plus	15.49	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$231.22	▲	\$0.6			
		50,001	9,503.69	plus	14.94	for each additional 100 s.f. or fraction thereof	9,883.84	plus	15.54	for each additional 100 s.f. or fraction thereof	▲	\$380.15	▲	\$0.6			
E	Educational	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.22			
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.8			
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.5			
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.5			
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.4			
		100,001	20,696.42	plus	9.11	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.3			

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

BUILDING PERMIT FEES - CONSTRUCTION TYPES: I A, II A

[illegible]

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

BUILDING PERMIT FEES - CONSTRUCTION TYPES: I A, II A

[illegible]

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

BUILDING PERMIT FEES - CONSTRUCTION TYPES: I A, II A

Class	CBC Occupancy	Square Footage	Current Construction Fee Schedule				Proposed Adjusted Construction Fee Schedule				\$ change	\$ change		
R-3	Residential - SFR Remodel/Addition	1	627.68			for up to and including 100 s.f	652.79			for up to and including 100 s.f		\$25.11		\$0.0
		101	733.25			for up to and including 200 s.f	762.58			for up to and including 200 s.f		\$29.33		\$0.0
		201	927.26			for up to and including 300 s.f	964.35			for up to and including 300 s.f		\$37.09		\$0.0
		301	1,126.98			for up to and including 400 s.f	1,172.06			for up to and including 400 s.f		\$45.08		\$0.0
		401	1,417.99			for up to and including 500 s.f	1,474.71			for up to and including 500 s.f		\$56.72		\$0.0
		501	1,814.57	plus	118.12	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.	1,887.16	plus	122.84	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.		\$72.58		\$4.7
		1,001	2,405.17	plus	63.05	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.	2,501.37	plus	65.58	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.		\$96.21		\$2.5
		2,001	3,035.70	plus	81.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.	3,157.13	plus	85.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.		\$121.43		\$3.2
		3,001	3,854.54	plus	55.64	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.	4,008.73	plus	57.86	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.		\$154.18		\$2.2
		4,001	4,410.90	plus	67.05	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	4,587.34	plus	69.73	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$176.44		\$2.6
		5,001	5,081.38	plus	51.53	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,284.63	plus	53.59	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$203.26		\$2.0
		10,001	7,657.73	plus	51.79	for each additional 100 s.f. or fraction thereof	7,964.04	plus	53.86	for each additional 100 s.f. or fraction thereof		\$306.31		\$2.0
R-3.1	Residential - Licensed facilities	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$104.20		\$2.2
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$192.41		\$1.8
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$283.37		\$1.5
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$440.98		\$0.5
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$604.74		\$0.4
		100,001	20,696.42	plus	9.62	for each additional 100 s.f. or fraction thereof	21,524.27	plus	10.01	for each additional 100 s.f. or fraction thereof		\$827.86		\$0.3
R-4	Residential - Residential care / Assisted living	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$104.20		\$2.2
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$192.41		\$1.8
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$283.37		\$1.5
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$440.98		\$0.5
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$604.74		\$0.4
		100,001	20,696.42	plus	9.68	for each additional 100 s.f. or fraction thereof	21,524.27	plus	10.06	for each additional 100 s.f. or fraction thereof		\$827.86		\$0.3
S-1	Storage - Moderate hazard	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$104.20		\$2.2
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$192.41		\$1.8
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$283.37		\$1.5
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$440.98		\$0.5
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$604.74		\$0.4
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof		\$827.86		\$0.3
S-2	Storage - Low hazard	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$104.20		\$2.2
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$192.41		\$1.8
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$283.37		\$1.5
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$440.98		\$0.5
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$604.74		\$0.4
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof		\$827.86		\$0.3
U	Utility and Miscellaneous	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$104.20		\$2.2
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$192.41		\$1.8
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$283.37		\$1.5
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$440.98		\$0.5
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$604.74		\$0.4
		100,001	20,696.42	plus	9.11	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.47	for each additional 100 s.f. or fraction thereof		\$827.86		\$0.3

Attachment: Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018 (1604 :

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

BUILDING PERMIT FEES - CONSTRUCTION TYPES: III A, IV A, V A

CBC Class	CBC Occupancy	Square Footage	Current Construction Fee Schedule						Proposed Adjusted Construction Fee Schedule						\$ change	\$ change
A-1	Assembly - usually with fixed seating.	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.45		
		100,001	20,696.42	plus	9.11	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.36		
A-2	Assembly - intended for food and/or drink consumption	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.45		
		100,001	20,696.42	plus	9.11	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.36		
A-3	Assembly - intended for worship, recreation or amusement	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.45		
		100,001	20,696.42	plus	9.08	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.44	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.36		
A-4	Assembly - intended for viewing of indoor sporting activities	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.45		
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.36		
A-5	Assembly - intended for viewing of outdoor activities	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.45		
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.36		
B	Business	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.45		
		100,001	20,696.42	plus	9.11	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.36		
B	Tenant Improvement	501	\$1,058.50	plus	37.38	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.	\$1,100.84	plus	38.87	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.	▲	\$42.34	▲	\$1.50		
		2,501	1,806.01	plus	34.47	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	1,878.26	plus	35.84	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$72.24	▲	\$1.38		
		5,001	2,667.65	plus	22.31	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	2,774.36	plus	23.20	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$106.71	▲	\$0.89		
		10,001	3,783.22	plus	11.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.	3,934.54	plus	11.79	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.	▲	\$151.33	▲	\$0.45		
		25,001	5,483.67	plus	13.71	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	5,703.01	plus	14.25	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$219.35	▲	\$0.55		
		50,001	8,910.24	plus	13.75	for each additional 100 s.f. or fraction thereof	9,266.65	plus	14.30	for each additional 100 s.f. or fraction thereof	▲	\$356.41	▲	\$0.55		
E	Educational	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$104.20	▲	\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$192.41	▲	\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$283.37	▲	\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$440.98	▲	\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$604.74	▲	\$0.45		
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	▲	\$827.86	▲	\$0.36		

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

BUILDING PERMIT FEES - CONSTRUCTION TYPES: III A, IV A, V A

[illegible]

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

BUILDING PERMIT FEES - CONSTRUCTION TYPES: III A, IV A, V A

CBC Class	CBC Occupancy	Square Footage	Current Construction Fee Schedule						Proposed Adjusted Construction Fee Schedule							
														\$ change	\$ change	
I-2	Institutional Group 2	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$104.20		\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$192.41		\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$283.37		\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$440.98		\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$604.74		\$0.45		
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof		\$827.86		\$0.36		
I-3	Institutional Group 3	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$104.20		\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$192.41		\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$283.37		\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$440.98		\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$604.74		\$0.45		
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof		\$827.86		\$0.36		
I-4	Institutional Group 4 - Day care facilities	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$104.20		\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$192.41		\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$283.37		\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$440.98		\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$604.74		\$0.45		
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof		\$827.86		\$0.36		
M	Mercantile	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$104.20		\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$192.41		\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$283.37		\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$440.98		\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$604.74		\$0.45		
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof		\$827.86		\$0.36		
R-1	Residential - Transient	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$104.20		\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$192.41		\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$283.37		\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$440.98		\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$604.74		\$0.45		
		100,001	20,696.42	plus	9.61	for each additional 100 s.f. or fraction thereof	21,524.27	plus	10.00	for each additional 100 s.f. or fraction thereof		\$827.86		\$0.38		
R-2	Residential - MFR	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$104.20		\$2.21		
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$192.41		\$1.82		
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$283.37		\$1.58		
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$440.98		\$0.55		
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$604.74		\$0.45		
		100,001	20,696.42	plus	9.61	for each additional 100 s.f. or fraction thereof	21,524.27	plus	10.00	for each additional 100 s.f. or fraction thereof		\$827.86		\$0.38		
R-3	Residential - SFR	1,001	\$2,604.88	plus	220.54	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.	\$2,709.08	plus	229.37	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.		\$104.20		\$8.82		
		2,001	4,810.33	plus	227.39	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.	5,002.75	plus	236.49	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.		\$192.41		\$9.10		
		3,001	7,084.26	plus	394.01	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.	7,367.63	plus	409.77	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.		\$283.37		\$15.76		
		4,001	11,024.39	plus	409.42	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	11,465.37	plus	425.80	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$440.98		\$16.38		
		5,001	15,118.60	plus	111.56	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	15,723.34	plus	116.02	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$604.74		\$4.46		
		10,001	20,696.42	plus	111.48	for each additional 100 s.f. or fraction thereof	21,524.27	plus	115.94	for each additional 100 s.f. or fraction thereof		\$827.86		\$4.46		

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

BUILDING PERMIT FEES - CONSTRUCTION TYPES: III A, IV A, V A

CBC Class		CBC Occupancy	Square Footage	Current Construction Fee Schedule				Proposed Adjusted Construction Fee Schedule				\$ change	\$ change
R-3	Residential - SFR Remodel/Addition		1	627.68			for up to and including 100 s.f	652.79			for up to and including 100 s.f	\$25.11	\$0.00
			101	733.25			for up to and including 200 s.f	762.58			for up to and including 200 s.f	\$29.33	\$0.00
			201	927.26			for up to and including 300 s.f	964.35			for up to and including 300 s.f	\$37.09	\$0.00
			301	1,126.98			for up to and including 400 s.f	1,172.06			for up to and including 400 s.f	\$45.08	\$0.00
			401	1,417.99			for up to and including 500 s.f	1,474.71			for up to and including 500 s.f	\$56.72	\$0.00
			501	1,683.33	plus	101.00	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.	1,750.66	plus	105.04	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.	\$67.33	\$4.04
			1,001	2,188.33	plus	55.06	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.	2,275.86	plus	57.27	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.	\$87.53	\$2.20
			2,001	2,738.98	plus	75.04	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.	2,848.54	plus	78.04	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.	\$109.56	\$3.00
			3,001	3,489.35	plus	56.78	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.	3,628.92	plus	59.05	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.	\$139.57	\$2.27
			4,001	4,057.11	plus	61.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	4,219.40	plus	63.80	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$162.28	\$2.45
			5,001	4,670.53	plus	47.99	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	4,857.35	plus	49.91	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$186.82	\$1.92
			10,001	7,069.99	plus	48.24	for each additional 100 s.f. or fraction thereof	7,352.79	plus	50.17	for each additional 100 s.f. or fraction thereof	\$282.80	\$1.93
R-3.1	Residential - Licensed facilities		1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.21
			5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.82
			10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.58
			20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.55
			50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.45
			100,001	20,696.42	plus	9.63	for each additional 100 s.f. or fraction thereof	21,524.27	plus	10.01	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.39
R-4	Residential - Residential care / Assisted living		1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.21
			5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.82
			10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.58
			20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.55
			50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.45
			100,001	20,696.42	plus	9.68	for each additional 100 s.f. or fraction thereof	21,524.27	plus	10.07	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.39
S-1	Storage - Moderate hazard		1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.21
			5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.82
			10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.58
			20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.55
			50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.45
			100,001	20,696.42	plus	9.11	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.36
S-2	Storage - Low hazard		1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.21
			5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.82
			10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.58
			20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.55
			50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.45
			100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.49	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.36
U	Utility and Miscellaneous		1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.21
			5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.82
			10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.58
			20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.55
			50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.45
			100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.36

Attachment: Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018 (1604 :

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

BUILDING PERMIT FEES - CONSTRUCTION TYPES: I B, II B, III B, IV B, V B

CBC Class		CBC Occupancy	Square Footage	Current Construction Fee Schedule						Proposed Adjusted Construction Fee Schedule						\$ change	\$ change
A-1	Assembly - usually with fixed seating.	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$80.23	▲	\$151.79			
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$151.79	▲	\$151.79			
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$225.17	▲	\$151.79			
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$352.19	▲	\$151.79			
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$482.40	▲	\$151.79			
		100,001	16,502.35	plus	7.27	for each additional 100 s.f. or fraction thereof	17,162.45	plus	7.56	for each additional 100 s.f. or fraction thereof	▲	\$660.09	▲	\$151.79			
A-2	Assembly - intended for food and/or drink consumption	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$80.23	▲	\$151.79			
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$151.79	▲	\$151.79			
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$225.17	▲	\$151.79			
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$352.19	▲	\$151.79			
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$482.40	▲	\$151.79			
		100,001	16,502.35	plus	7.27	for each additional 100 s.f. or fraction thereof	17,162.45	plus	7.56	for each additional 100 s.f. or fraction thereof	▲	\$660.09	▲	\$151.79			
A-3	Assembly - intended for worship, recreation or amusement	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$80.23	▲	\$151.79			
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$151.79	▲	\$151.79			
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$225.17	▲	\$151.79			
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$352.19	▲	\$151.79			
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$482.40	▲	\$151.79			
		100,001	16,502.35	plus	7.23	for each additional 100 s.f. or fraction thereof	17,162.45	plus	7.51	for each additional 100 s.f. or fraction thereof	▲	\$660.09	▲	\$151.79			
A-4	Assembly - intended for viewing of indoor sporting activities	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$80.23	▲	\$151.79			
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$151.79	▲	\$151.79			
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$225.17	▲	\$151.79			
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$352.19	▲	\$151.79			
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$482.40	▲	\$151.79			
		100,001	16,502.35	plus	7.26	for each additional 100 s.f. or fraction thereof	17,162.45	plus	7.55	for each additional 100 s.f. or fraction thereof	▲	\$660.09	▲	\$151.79			
A-5	Assembly - intended for viewing of outdoor activities	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$80.23	▲	\$151.79			
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$151.79	▲	\$151.79			
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$225.17	▲	\$151.79			
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$352.19	▲	\$151.79			
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$482.40	▲	\$151.79			
		100,001	16,502.35	plus	7.26	for each additional 100 s.f. or fraction thereof	17,162.45	plus	7.55	for each additional 100 s.f. or fraction thereof	▲	\$660.09	▲	\$151.79			
B	Business	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$80.23	▲	\$151.79			
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$151.79	▲	\$151.79			
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$225.17	▲	\$151.79			
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$352.19	▲	\$151.79			
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$482.40	▲	\$151.79			
		100,001	16,502.35	plus	7.27	for each additional 100 s.f. or fraction thereof	17,162.45	plus	7.56	for each additional 100 s.f. or fraction thereof	▲	\$660.09	▲	\$151.79			
B	Tenant Improvement	501	\$1,055.65	plus	27.10	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.	\$1,097.87	plus	28.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.	▲	\$42.23	▲	\$151.79			
		2,501	1,597.74	plus	30.13	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	1,661.65	plus	31.33	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$63.91	▲	\$151.79			
		5,001	2,350.96	plus	19.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	2,445.00	plus	20.18	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$94.04	▲	\$151.79			
		10,001	3,321.01	plus	9.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.	3,453.85	plus	10.25	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.	▲	\$132.84	▲	\$151.79			
		25,001	4,798.92	plus	11.97	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	4,990.88	plus	12.45	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$191.96	▲	\$151.79			
		50,001	7,791.83	plus	12.01	for each additional 100 s.f. or fraction thereof	8,103.50	plus	12.49	for each additional 100 s.f. or fraction thereof	▲	\$311.67	▲	\$151.79			
E	Educational	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	▲	\$80.23	▲	\$151.79			
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	▲	\$151.79	▲	\$151.79			
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	▲	\$225.17	▲	\$151.79			
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	▲	\$352.19	▲	\$151.79			
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	▲	\$482.40	▲	\$151.79			
		100,001	16,502.35	plus	7.26	for each additional 100 s.f. or fraction thereof	17,162.45	plus	7.55	for each additional 100 s.f. or fraction thereof	▲	\$660.09	▲	\$151.79			

5.1.a

[illegible]

Attachment: Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018 (1604 :

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

BUILDING PERMIT FEES - CONSTRUCTION TYPES: I B, II B, III B, IV B, V B

[illegible]

PROPOSED AMENDMENTS TO THE COMPREHENSIVE FEE STUDY

BUILDING PERMIT FEES - CONSTRUCTION TYPES: I B, II B, III B, IV B, V B

CBC Class	CBC Occupancy	Square Footage	Current Construction Fee Schedule					Proposed Adjusted Construction Fee Schedule					\$ change	\$ change
R-3	Residential - SFR Remodel/Addition	1	476.47			for up to and including 100 s.f	495.53			for up to and including 100 s.f		\$19.06		\$0
		101	490.73			for up to and including 200 s.f	510.36			for up to and including 200 s.f		\$19.63		\$0
		201	547.80			for up to and including 300 s.f	569.71			for up to and including 300 s.f		\$21.91		\$0
		301	704.72			for up to and including 400 s.f	732.91			for up to and including 400 s.f		\$28.19		\$0
		401	847.37			for up to and including 500 s.f	881.27			for up to and including 500 s.f		\$33.89		\$0
		501	1,437.96	plus	79.89	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.	1,495.48	plus	83.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.		\$57.52		\$3
		1,001	1,837.40	plus	43.94	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.	1,910.90	plus	45.70	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.		\$73.50		\$1
		2,001	2,276.78	plus	56.21	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.	2,367.85	plus	58.45	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.		\$91.07		\$2
		3,001	2,838.84	plus	45.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.	2,952.39	plus	47.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.		\$113.55		\$1
		4,001	3,295.34	plus	50.21	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	3,427.15	plus	52.22	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$131.81		\$2
		5,001	3,797.48	plus	41.94	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,949.38	plus	43.62	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$151.90		\$1
		10,001	5,894.51	plus	42.14	for each additional 100 s.f. or fraction thereof	6,130.29	plus	43.82	for each additional 100 s.f. or fraction thereof		\$235.78		\$1
R-3.1	Residential - Licensed facilities	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$80.23		\$1
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$151.79		\$1
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$225.17		\$1
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$352.19		\$0
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$482.40		\$0
		100,001	16,502.35	plus	7.65	for each additional 100 s.f. or fraction thereof	17,162.45	plus	7.96	for each additional 100 s.f. or fraction thereof		\$660.09		\$0
R-4	Residential - Residential care / Assisted living	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$80.23		\$1
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$151.79		\$1
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$225.17		\$1
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$352.19		\$0
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$482.40		\$0
		100,001	16,502.35	plus	7.71	for each additional 100 s.f. or fraction thereof	17,162.45	plus	8.02	for each additional 100 s.f. or fraction thereof		\$660.09		\$0
S-1	Storage - Moderate hazard	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$80.23		\$1
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$151.79		\$1
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$225.17		\$1
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$352.19		\$0
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$482.40		\$0
		100,001	16,502.35	plus	7.26	for each additional 100 s.f. or fraction thereof	17,162.45	plus	7.55	for each additional 100 s.f. or fraction thereof		\$660.09		\$0
S-2	Storage - Low hazard	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$80.23		\$1
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$151.79		\$1
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$225.17		\$1
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$352.19		\$0
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$482.40		\$0
		100,001	16,502.35	plus	7.26	for each additional 100 s.f. or fraction thereof	17,162.45	plus	7.55	for each additional 100 s.f. or fraction thereof		\$660.09		\$0
U	Utility and Miscellaneous	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$80.23		\$1
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$151.79		\$1
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$225.17		\$1
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$352.19		\$0
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$482.40		\$0
		100,001	16,502.35	plus	7.26	for each additional 100 s.f. or fraction thereof	17,162.45	plus	7.55	for each additional 100 s.f. or fraction thereof		\$660.09		\$0

Attachment: Attachment A - Proposed Amendments to Comprehensive Fee Schedule 2018 (1604 :

City of Laguna Hills - User Fee

Fully Burdened Hourly Rate (FBHR)

Department	Dept/Position	Current FBHR	CPI	Proposed Adjusted FBHR	\$ change
Community Development	CD: Administrative Assistant	150.24	4.00%	156.25	6.01
Community Development	CD: Asst Building Official/Sr Inspector	202.08	4.00%	210.16	8.08
Community Development	CD: Asst. Planner	138.22	4.00%	143.75	5.53
Community Development	CD: Code Enforc Offic- 20 hr/wk	74.13	4.00%	77.10	2.97
Community Development	CD: Community Develop Dir	325.81	4.00%	338.84	13.03
Community Development	CD: Permit Technician	139.04	4.00%	144.60	5.56
Community Development	CD: Receptionist/Secretary	124.13	4.00%	129.10	4.97
Community Development	CD: Senior Planner- Full Time	200.28	4.00%	208.29	8.01
Community Development	CD: Senior Planner- Part Time	171.04	4.00%	177.88	6.84
Community Services	CS: Admin Asst. I	178.65	4.00%	185.79	7.15
Community Services	CS: CS Leader III - 33 hr wk	113.59	4.00%	118.14	4.54
Community Services	CS: CS Senior Leader	174.58	4.00%	181.57	6.98
Community Services	CS: CS Superintendent	361.88	4.00%	376.36	14.48
Community Services	CS: Deputy City Manager	481.30	4.00%	500.55	19.25
Community Services	CS: Recreation Leaders	56.66	4.00%	58.93	2.27
General Government	GG: Accountant I	126.66	4.00%	131.73	5.07
General Government	GG: Accounting Technician	92.81	4.00%	96.53	3.71
General Government	GG: Admin Asst to the City Mgr	93.42	4.00%	97.16	3.74
General Government	GG: Admin Intern- 20 hrs/wk	29.74	4.00%	30.93	1.19
General Government	GG: Assistant to the City Mgr/City Clerk	160.02	4.00%	166.42	6.40
General Government	GG: Asst. City Manager	287.01	4.00%	298.49	11.48
General Government	GG: City Manager	366.04	4.00%	380.68	14.64
General Government	GG: Clerical Asst- 30 hr/wk	51.06	4.00%	53.11	2.04
General Government	GG: Council Member	20.20	4.00%	21.01	0.81
General Government	GG: Finance Manager	179.50	4.00%	186.68	7.18
General Government	GG: Management Assistant	82.99	4.00%	86.31	3.32
General Government	GG: Records Coordinator	86.69	4.00%	90.16	3.47
Non Departmental	ND: Info Tech Specialist	153.71	4.00%	159.86	6.15
Public Services	PS: Admin Assistant - I	141.13	4.00%	146.78	5.65
Public Services	PS: Associate Civil Engineer	315.42	4.00%	328.04	12.62
Public Services	PS: City Eng/PW Dir	534.27	4.00%	555.64	21.37
Public Services	PS: Parks Supervisor	270.31	4.00%	281.12	10.81
Public Safety	PS: Police Sergeant	165.55	4.00%	172.17	6.62
Public Services	PS: Public Works Inspector	282.32	4.00%	293.62	11.29
Public Services	PS: Public Works Supervisor	279.94	4.00%	291.14	11.20

NEWS RELEASE

BUREAU OF LABOR STATISTICS

U. S. D E P A R T M E N T O F L A B O R



For Release: Thursday, May 10, 2018

18-758-SAN

WESTERN INFORMATION OFFICE: San Francisco, Calif.

Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west

Media contact: (415) 625-2270

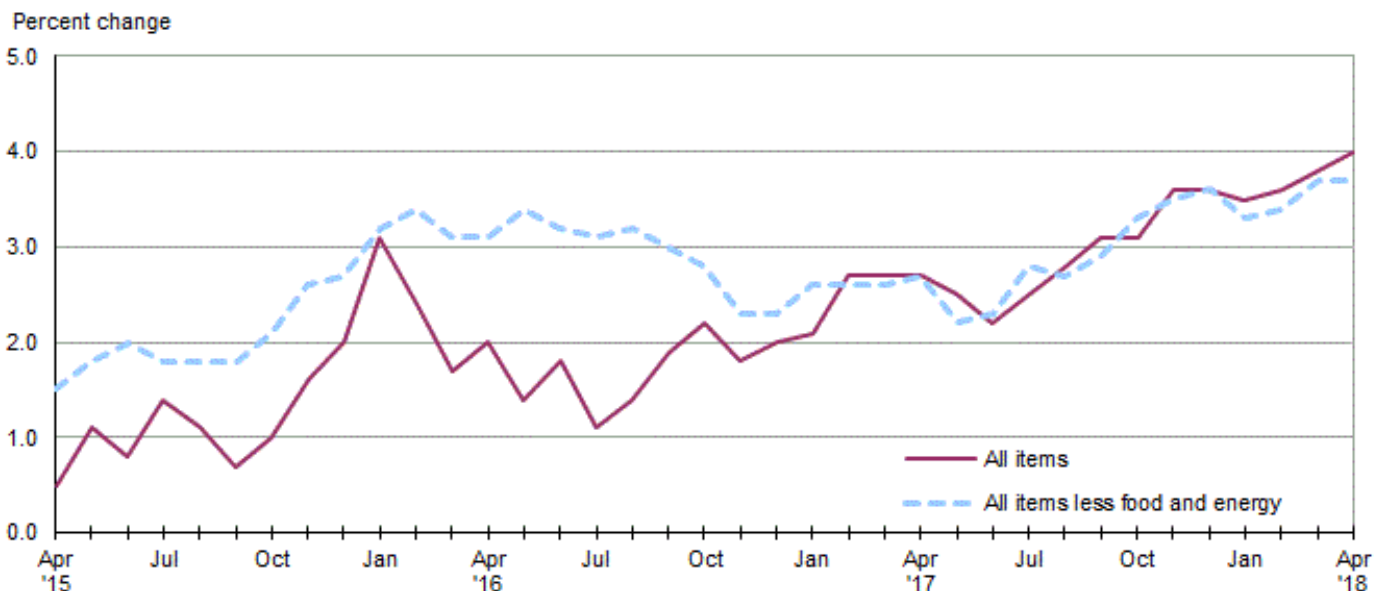
Consumer Price Index, Los Angeles area — April 2018

Area prices were up 0.4 percent over the past month, up 4.0 percent from a year ago

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), rose 0.4 percent in April, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Assistant Commissioner for Regional Operations Richard Holden noted that the April increase was influenced by higher prices for shelter and gasoline. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 4.0 percent. (See [chart 1](#) and [table A](#).) Energy prices jumped 11.5 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy increased 3.7 percent over the year. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, Los Angeles, April 2015–April 2018



Source: U.S. Bureau of Labor Statistics.

Food

Food prices increased 0.7 percent for the month of April. (See [table 1](#).) Prices for food at home increased 0.8 percent, and prices for food away from home rose 0.6 percent for the same period.

Over the year, food prices rose 2.4 percent. Prices for food away from home rose 3.6 percent since a year ago, and prices for food at home rose 1.4 percent.

Energy

The energy index increased 1.8 percent over the month. The increase was mainly due to higher prices for gasoline (3.6 percent). Prices for natural gas service decreased 6.5 percent, and prices for electricity declined 0.4 percent for the same period.

Energy prices jumped 11.5 percent over the year, largely due to higher prices for gasoline (18.7 percent). Prices paid for electricity advanced 2.5 percent, but prices for natural gas service dropped 10.1 percent during the past year.

All items less food and energy

The index for all items less food and energy edged up 0.2 percent in April. Higher prices for shelter (0.7 percent) and new vehicles (0.6 percent) were partially offset by lower prices for recreation (-2.9 percent) and apparel (-0.7 percent).

Over the year, the index for all items less food and energy increased 3.7 percent. Components contributing to the increase included shelter (5.3 percent) and apparel (4.9 percent). Partly offsetting these increases was a price decline in recreation (-2.8 percent).

Table A. Los Angeles-Long Beach-Anaheim CPI-U monthly and annual percent changes (not seasonally adjusted)

Month	2013		2014		2015		2016		2017		2018	
	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
January.....	0.8	2.0	0.5	0.8	-0.3	-0.1	0.7	3.1	0.9	2.1	0.8	3.5
February.....	0.7	2.2	0.5	0.5	0.7	0.1	0.0	2.4	0.6	2.7	0.7	3.6
March.....	0.1	1.3	0.6	1.0	1.0	0.5	0.3	1.7	0.3	2.7	0.4	3.8
April.....	-0.4	0.9	0.0	1.4	-0.1	0.5	0.2	2.0	0.2	2.7	0.4	4.0
May.....	0.1	1.0	0.4	1.7	1.0	1.1	0.5	1.4	0.3	2.5		
June.....	-0.1	1.4	0.1	1.8	-0.3	0.8	0.1	1.8	-0.2	2.2		
July.....	-0.1	1.3	0.1	2.0	0.7	1.4	0.0	1.1	0.3	2.5		
August.....	0.1	0.8	-0.1	1.8	-0.3	1.1	0.0	1.4	0.3	2.8		
September.....	0.2	0.6	0.0	1.7	-0.4	0.7	0.2	1.9	0.4	3.1		
October.....	0.1	-0.1	-0.1	1.4	0.2	1.0	0.4	2.2	0.4	3.1		
November.....	-0.5	0.4	-0.7	1.3	0.0	1.6	-0.4	1.8	0.1	3.6		
December.....	0.0	1.1	-0.5	0.7	-0.1	2.0	0.0	2.0	0.0	3.6		

The May 2018 Consumer Price Index for the Los Angeles-Long Beach-Anaheim area is scheduled to be released on June 12, 2018.

Consumer Price Index Geographic Revision for 2018

In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI). As part of the new sample, Los Angeles and Riverside have separate indexes. The first indexes using the new structure are published for the first time this month. Additional information on the geographic revision is available at: www.bls.gov/cpi/georevision2018.htm.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 5,000 housing units and approximately 22,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/homch17_a.htm.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Los Angeles-Long Beach-Anaheim. metropolitan area covered in this release is comprised of Los Angeles and Orange Counties in the State of California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Los Angeles-Long Beach-Anaheim (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Feb. 2018	Mar. 2018	Apr. 2018	Apr. 2017	Feb. 2018	Mar. 2018
Expenditure category						
All items.....	263.012	264.158	265.095	4.0	0.8	0.4
All items (1967=100)	777.054	780.441	783.207	-	-	-
Food and beverages	257.405	258.222	260.079	2.3	1.0	0.7
Food	257.827	258.777	260.623	2.4	1.1	0.7
Food at home	253.747	255.143	257.249	1.4	1.4	0.8
Cereals and bakery products	258.340	264.806	262.157	-	1.5	-1.0
Meats, poultry, fish, and eggs.....	272.744	273.788	280.771	-	2.9	2.6
Dairy and related products	240.785	240.792	243.081	-	1.0	1.0
Fruits and vegetables.....	347.056	340.905	344.170	-	-0.8	1.0
Nonalcoholic beverages and beverage materials(1)	256.499	256.945	259.957	-	1.3	1.2
Other food at home	201.782	206.279	205.510	-	1.8	-0.4
Food away from home.....	258.638	259.111	260.662	3.6	0.8	0.6
Food away from home.....	258.638	259.111	260.662	3.6	0.8	0.6
Alcoholic beverages	236.063	235.057	236.947	-0.2	0.4	0.8
Housing	295.865	297.597	299.048	4.5	1.1	0.5
Shelter	339.782	342.368	344.663	5.3	1.4	0.7
Rent of primary residence(2).....	357.582	360.197	361.853	5.1	1.2	0.5
Owners' equiv. rent of residences(2)(3).....	353.332	355.109	357.725	5.2	1.2	0.7
Owners' equiv. rent of primary residence(1)(2)	353.312	355.088	357.704	5.2	1.2	0.7
Fuels and utilities.....	316.214	313.553	309.868	1.2	-2.0	-1.2
Household energy	269.354	266.350	261.504	-0.7	-2.9	-1.8
Energy services(2)	268.008	264.960	260.036	-0.6	-3.0	-1.9
Electricity(2).....	314.409	314.409	313.199	2.5	-0.4	-0.4
Utility (piped) gas service(2).....	208.717	199.139	186.105	-10.1	-10.8	-6.5
Household furnishings and operations.....	117.688	117.664	117.630	0.2	0.0	0.0
Apparel	111.522	115.021	114.195	4.9	2.4	-0.7
Transportation	210.627	210.389	213.267	7.4	1.3	1.4
Private transportation	206.780	207.223	209.653	8.6	1.4	1.2
New and used motor vehicles(4).....	92.700	91.964	92.077	-	-0.7	0.1
New vehicles(1).....	170.211	168.677	169.728	-	-0.3	0.6
Used cars and trucks(1)	266.071	269.645	268.930	-	1.1	-0.3
Motor fuel	262.851	267.930	277.701	18.9	5.6	3.6
Gasoline (all types).....	256.766	261.783	271.328	18.7	5.7	3.6
Gasoline, unleaded regular(4).....	257.233	262.317	271.996	18.8	5.7	3.7
Gasoline, unleaded midgrade(4) (5).....	246.483	251.497	260.162	18.8	5.5	3.4
Gasoline, unleaded premium(4)....	245.261	249.697	258.276	18.1	5.3	3.4
Motor vehicle insurance(1).....	748.204	748.204	748.204	-	0.0	0.0
Medical care	474.901	479.468	478.342	2.3	0.7	-0.2
Recreation(6).....	108.050	107.255	104.097	-2.8	-3.7	-2.9
Education and communication(6).....	144.182	143.910	143.872	1.3	-0.2	0.0
Tuition, other school fees, and child care(1)	1,775.997	1,775.997	1,775.946	-	0.0	0.0
Other goods and services	426.575	426.264	428.541	4.4	0.5	0.5
Commodity and service group						
All items.....	263.012	264.158	265.095	4.0	0.8	0.4
Commodities	180.711	181.734	183.180	3.8	1.4	0.8
Commodities less food & beverages.....	140.115	141.151	142.349	4.8	1.6	0.8
Nondurables less food & beverages	189.149	192.270	194.773	9.0	3.0	1.3
Durables	92.618	91.866	91.917	-1.9	-0.8	0.1

Note: See footnotes at end of table.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Los Angeles-Long Beach-Anaheim (1982-84=100 unless otherwise noted) - Continued

Item and Group	Indexes			Percent change from-		
	Feb. 2018	Mar. 2018	Apr. 2018	Apr. 2017	Feb. 2018	Mar. 2018
Services.....	336.286	337.544	338.034	4.1	0.5	0.1
Special aggregate indexes						
All items less medical care	253.782	254.794	255.804	4.1	0.8	0.4
All items less shelter.....	229.387	229.885	230.208	3.1	0.4	0.1
Commodities less food	144.387	145.383	146.614	4.6	1.5	0.8
Nondurables	224.821	226.959	229.225	5.4	2.0	1.0
Nondurables less food.....	194.286	197.226	199.730	8.3	2.8	1.3
Services less rent of shelter(3).....	340.340	339.702	337.602	2.3	-0.8	-0.6
Services less medical care services.....	324.337	325.325	326.005	4.3	0.5	0.2
Energy	266.998	269.295	274.038	11.5	2.6	1.8
All items less energy	264.830	265.909	266.600	3.5	0.7	0.3
All items less food and energy	266.332	267.434	267.945	3.7	0.6	0.2

Footnotes

(1) Indexes on a December 1977=100 base.

(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(3) Indexes on a December 1982=100 base.

(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

(6) Indexes on a December 1997=100 base.

- Data not available

NOTE: Index applies to a month as a whole, not to any specific date.

RESOLUTION NO. 2018-06-26-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING THE COMPREHENSIVE FEE SCHEDULE BY ADJUSTING CERTAIN DEVELOPMENT PROCESSING FEES AND OTHER CITY RATES, CHARGES, AND USER FEES FOR VARIOUS GOVERNMENT SERVICES BASED ON THE INCREASE IN THE CONSUMER PRICE INDEX (CPI) AND FINDING THAT THE ACTION IS STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15273 OF THE CEQA GUIDELINES AND PUBLIC RESOURCES CODE SECTION 21080(B)(8)

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City of Laguna Hills is authorized to adopt and implement fees, rates, and charges for municipal services; provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, in 2016 the City retained Willdan Financial Services to review and conduct an independent, detailed analysis of City services, the cost reasonably borne by providing those services, the beneficiaries of those services, and the revenues produced by those paying fees for those services, and to prepare a study and report setting forth the specific amount of user fees, rates, and charges; and

WHEREAS, Willdan Financial Services previously prepared a study and report, listing the applicable direct and indirect costs for certain services provided by the City, describing the reasonable relationship between fees, rates, and charges and the services provided by the City, and setting forth the time and method for payment of the fees, rates, and charges, which is identified as the "Cost Allocation Plan" and "Comprehensive User Fee Study Report", dated August 24, 2016, and August 31, 2016, respectively, copies of which are on file in the City Clerk's office; and

WHEREAS, on September 13, 2016, the City Council adopted Resolution No. 2016-09-13-04, which approved the Cost Allocation Plan and the Comprehensive User Fee Study Report, dated August 24, 2016, and August 31, 2016, respectively, prepared by Willdan Financial Services, and approved the methodology for calculating and collecting the user fees and charges established therein (collectively, the "Fee Study"); a copy of the Fee Study is on file with the City Clerk; and

WHEREAS, pursuant to Resolution No. 2016-09-13-04, the City Council approved and adopted updated development processing fees and other user rates,

charges, and fees as set forth and established in the “Comprehensive Fee Schedule,” finding that the user fees and charges established do not exceed the estimated reasonable cost of providing the services for which the fees are levied; and

WHEREAS, Section 7 of Resolution No. 2016-09-13-04 adopted a policy by which to periodically review and update the Comprehensive Fee Schedule and authorized an annual increase of the user fees and charges set forth in the Comprehensive Fee Schedule, commencing on July 1, 2017, and on July 1st of each fiscal year thereafter, for all fees and charges that can apply, in accordance with the Consumer Price Index (CPI) reported for the month of April of the corresponding year for the Los Angeles-Riverside-Orange County area for all Urban Consumers; and

WHEREAS, on July 11, 2017, the City Council adopted Resolution 2017-07-11-2, amending the Comprehensive Fee Schedule in accordance with the CPI reported for April 2017 and incorporating other adjustments serving to eliminate, reduce, and/or modify certain user fees and charges; and

WHEREAS, in January 2018, the United States Department of Labor - Bureau of Labor and Statistics (BLS), introduced new geographic area samples for the CPI. Riverside, which was previously, included in the Los Angeles-Riverside-Orange County area, is now a separate index. Los Angeles and Orange counties are included in the new Los Angeles-Long Beach-Anaheim metropolitan area index for all Urban Consumers; and

WHEREAS, upon recommendation of City staff following completion of the annual review of the Comprehensive Fee Schedule, the City Council desires to approve increases to the user fees and charges established pursuant to Resolution No. 2016-09-13-04, and as amended by Resolution 2017-07-11-2, for all fees and charges that can apply, in accordance with the Consumer Price Index (CPI) reported for the month of April of the corresponding year for the Los Angeles-Long Beach-Anaheim metropolitan area for all Urban Consumers, by approving amendments to the Comprehensive Fee Schedule as set forth herein; and

WHEREAS, the annual change in the CPI for this second interim update is 4.0%; and

WHEREAS, pursuant to Government Code Section 66014, 66017, and 66018, proposed CPI increases to specific user fees charged for certain services must be adopted by Resolution, following notice and Public Hearing; and

WHEREAS, notice of Public Hearing has been given pursuant to Government Code Section 6062a, oral and written presentations have been made and received, and the required Public Hearing has been held; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Adoption of Recitals. The foregoing recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Approval of Annual Update/CPI Increase. The City Council hereby approves and adopts the amendments to the Comprehensive Fee Schedule as set forth and established in Exhibit "A" attached to this Resolution and incorporated herein by reference, reflecting adjustments to certain development processing fees and other user rates, charges, and fees based on CPI of 4.0%; and the City Council hereby finds and determines that the adjusted user fees and charges established herein do not exceed the estimated reasonable cost of providing the services for which the fees are levied.

SECTION 3. Effective Date. The CPI increases to certain user fees and charges established pursuant to this Resolution shall take effect and shall be implemented 60-days following the adoption of this Resolution.

SECTION 4. Amendments to Comprehensive Fee Schedule. The City Council hereby authorizes and directs the City's Finance Director to update the Comprehensive Fee Schedule in accordance with the amendments set forth in Exhibit "A" attached hereto.

SECTION 5. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code; and in accordance with such determination, the City Clerk is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 6. Severability. If any adjusted user fee, rate, or charge adopted by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such adjusted fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining user fees, rate, and charges adopted or revised herein. The City Council hereby declares that it would have adopted the Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED, APPROVED, AND ADOPTED this 26th day of June 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2018-06-26-x adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 26th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

EXHIBIT A

Amendments

to the

Comprehensive Fee Schedule

A: City Clerk

Fee #	Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
1	Duplication of City Documents	first five sheets free, 6 or more sheets at \$.25 per page		\$ 0.25	\$ 0.25	— \$ -
2	Duplication of City Documents - two-sided	first five sheets free, 6 or more sheets at \$.25 per page		\$ 0.25	\$ 0.25	— \$ -
3	Certification on a City Document	per certification		\$ 16.43	\$ 17.09	▲ \$ 0.66
4	Duplication of a Certified City Document	per sheet		\$ 3.08	\$ 3.20	▲ \$ 0.12
5	Copies of City Council and/or Commission or Board Agendas	per sheet		\$ 0.25	\$ 0.25	— \$ -
6	Mailed copies of City Council and/or Commission or Board Agendas	per year	same document	\$ 178.70	\$ 185.85	▲ \$ 7.15
7	Copies of City Council and/or Commission or Board Minutes	per sheet		\$ 0.37	\$ 0.37	— \$ -
8	Mailed copies of City Council and/or Commission or Board Minutes	per year	same document	\$ 179.73	\$ 186.91	▲ \$ 7.19
9	Duplication of Audio Tape of City Council and/or Commission or Board meetings	per disk		\$ 45.19	\$ 47.00	▲ \$ 1.81
10	Cost of mailed or delivered copies of documents, except for subscriptions to City Council and/or Commission or Board Agendas or Minutes,			\$ 7.19	\$ 7.48	▲ \$ 0.29

B: Admin Services

Fee #	Title	Sub Title	Unit	Current Fee	Proposed Adjusted Fee	\$ change
1	Bill Processing Administrative Fee		% of amount billed	20%	20%	\$ -
2	Returned Insufficient Funds Check - Service Fee	For First Check Returned	Pursuant to California Civil Code section 1719	\$ 25.00	\$ 25.00	\$ -
3	Returned Insufficient Funds Check - Service Fee	Two or More Returned (for each subsequent check)		\$ 35.00	\$ 35.00	\$ -

Attachment: EXHIBIT A - Amendments to the Comprehensive Fee Schedule (1604 : Comprehensive User

D: Engineering and Public Works

Fee #	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
1	ENCROACHMENT	Encroachment Agreement Recording Fee		County Fee	\$ 30.00	\$ 30.00	— \$ -
2	ENCROACHMENT	Encroachment Agreement Preparation			\$ 372.80	\$ 382.87	▲ \$ 10.07
3	IMPROVEMENT PLAN CHECK & INSPECTION FEES	Improvement or Grading Plan Check	total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	— \$ -
4	IMPROVEMENT PLAN CHECK & INSPECTION FEES	Improvement or Grading Inspection	total actual cost incurred	Deposit-based ^(a)	\$ 3,000.00	\$ 3,000.00	— \$ -
5	LANDSCAPE PLAN REVIEW & INSPECTION FEES	Landscape Improvements Plan Check / Inspection	total actual cost incurred	Deposit-based ^(a)	\$ 1,000.00	\$ 1,000.00	— \$ -
6	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Transportation - Single Trip			\$ 16.00	\$ 16.00	— \$ -
7	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Transportation - Annual Permit			\$ 90.00	\$ 90.00	— \$ -
8	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Temporary Access - Across a Public Right of Way			\$ 243.40	\$ 249.97	▲ \$ 6.57
9	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Storage in the Public Right of Way per day			\$ 314.26	\$ 322.75	▲ \$ 8.49
10	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Commercial Photography or Filming on Public Property	total actual cost incurred	Deposit-based ^(a)	\$ 1,000.00	\$ 1,000.00	— \$ -
11	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Road Closure per day			\$ 290.64	\$ 298.49	▲ \$ 7.85
12	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Block Party			\$ 107.84	\$ 110.75	▲ \$ 2.91
13	PUBLIC PROPERTY PERMIT FEES - Temporary Use Permits	Traffic Control / Lane Closure Plan - one day			\$ 840.09	\$ 862.77	▲ \$ 22.68
14	PUBLIC PROPERTY PERMIT FEES - Encroachment	Underground Utilities Under 1,000 Linear Feet			\$ 737.39	\$ 757.30	▲ \$ 19.91
15	PUBLIC PROPERTY PERMIT FEES - Encroachment	Underground Utilities Over 1,000 Linear Feet	total actual cost incurred	Deposit-based ^(a)	\$ 3,000.00	\$ 3,000.00	— \$ -
16	PUBLIC PROPERTY PERMIT FEES - Encroachment	Curb Core			\$ 74.97	\$ 77.00	▲ \$ 2.03
17	PUBLIC PROPERTY PERMIT FEES - Encroachment	Residential Driveway			\$ 227.99	\$ 234.15	▲ \$ 6.16
18	PUBLIC PROPERTY PERMIT FEES - Encroachment	Commercial Driveway			\$ 596.69	\$ 612.80	▲ \$ 16.11
19	PUBLIC PROPERTY PERMIT FEES - Encroachment	Curbs & gutters - up to 100 linear feet			\$ 596.69	\$ 612.80	▲ \$ 16.11
20	PUBLIC PROPERTY PERMIT FEES - Encroachment	Curbs & gutters - over 100 linear feet	total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	— \$ -
21	PUBLIC PROPERTY PERMIT FEES - Encroachment	Paving - up to 1,000 square feet			\$ 737.39	\$ 757.30	▲ \$ 19.91
22	PUBLIC PROPERTY PERMIT FEES - Encroachment	Paving - over 1,000 square feet	total actual cost incurred	Deposit-based ^(a)	\$ 3,000.00	\$ 3,000.00	— \$ -
23	PUBLIC PROPERTY PERMIT FEES - Encroachment	Sidewalks - up to 500 square feet			\$ 455.99	\$ 468.30	▲ \$ 12.31
24	PUBLIC PROPERTY PERMIT FEES - Encroachment	Sidewalks - over 500 square feet	total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	— \$ -
25	PUBLIC PROPERTY PERMIT FEES - Encroachment	Storm Drain Entry			\$ 675.77	\$ 702.80	▲ \$ 27.03
26	PUBLIC PROPERTY PERMIT FEES - Encroachment	Catch Basin			\$ 926.35	\$ 963.41	▲ \$ 37.06
27	OTHER ITEMS IN THE PUBLIC RIGHT OF WAY	Placement of a News Rack/year			\$ 466.26	\$ 484.91	▲ \$ 18.65
28	OTHER ITEMS IN THE PUBLIC RIGHT OF WAY	Placement of Temporary Collection Bins, over 3 cubic yards or to be utilized more than 7 days in the public right-of-way/ per week		Excluding Solid Waste Franchisee	\$ 148.92	\$ 154.87	▲ \$ 5.95
29	OTHER ITEMS IN THE PUBLIC RIGHT OF WAY	Placement of a Delivery Drop Box/year			\$ 218.75	\$ 227.50	▲ \$ 8.75
30	SURVEYING - MAP CHECKING	Final Tract/Parcel Map	total actual cost incurred	Deposit-based ^(a)	\$ 3,000.00	\$ 3,000.00	— \$ -
31	SURVEYING - MAP CHECKING	Lot Line Adjustment/Parcel Merger	total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	— \$ -
32	SURVEYING - MAP CHECKING	Street/Easement Vacation Request	total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	— \$ -
33	SURVEYING - MAP CHECKING	Easement/Dedication/Other	total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	— \$ -
34	PERMIT ISSUANCE FEE	Permit Issuance Fee (grading or encroachment permit)			\$ 158.16	\$ 164.48	▲ \$ 6.32
35	OTHER ITEMS IN THE PUBLIC RIGHT OF WAY	Review/inspect Water Quality Management Plan/SWPPP			\$ 613.12	\$ 637.64	▲ \$ 24.52
36	WEED ABATEMENT ADMINISTRATION PER PARCEL	Weed Abatement Administrative Fee			\$ 448.80	\$ 466.75	▲ \$ 17.95
37	PARKING PERMIT FEE	Fee to obtain parking permit decal	annual administrative fee	est by CC Resolution	\$ 15.00	\$ 15.00	— \$ -
38	Parade Permit Application		total actual cost incurred	Deposit-based ^(a)	\$ 2,000.00	\$ 2,000.00	— \$ -

^(a) For deposit-based fees, the amounts shown reflect the initial deposit due, are subject to the determination of the Public Works Director, and shall be assessed in increments of \$500.

E: Community Development/Planning

Fee #	Fee Group	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
1	Planning	Annexation/Detachment		Deposit	Plus LACFO Application Fee	\$ 10,122.11	\$ 10,527.00	▲ \$ 404.88
2	Planning	Appeals	- All Others	Set fee. If applicant files an appeal on an actual cost case an additional deposit not req and all appeals charged against orig deposit.		\$ 6,553.29	\$ 6,815.42	▲ \$ 262.13
3	Planning	Certification of compliance subdivisions		Deposit		\$ 1,302.24	\$ 1,354.33	▲ \$ 52.09
4	Planning	Change of Plans - Major		Deposit		\$ 6,139.41	\$ 6,384.98	▲ \$ 245.58
5	Planning	Change of Plans - Minor		Set fee		\$ 1,239.59	\$ 1,289.17	▲ \$ 49.58
6	Planning	Conditional use permit		Deposit		\$ 7,584.40	\$ 7,887.77	▲ \$ 303.38
7	Planning	Certificate of Use and Occupancy		Set fee	Includes building permit issuance	\$ 212.59	\$ 221.09	▲ \$ 8.50
8	Planning	Development agreements		Deposit		\$ 10,222.76	\$ 10,631.67	▲ \$ 408.91
9	Planning	Environmental Impact Report for staff management and oversight of EIR		Deposit		\$ 18,677.02	\$ 19,424.10	▲ \$ 747.08
10	Planning	Negative Declaration		Actual cost deposit		\$ 3,438.40	\$ 3,575.93	▲ \$ 137.54
11	Planning	Environmental Mitigation Monitoring Program		Actual cost deposit. Costs are determined as part of the EIR or Negative Declaration		\$ 4,576.31	\$ 4,759.36	▲ \$ 183.05
12	Planning	Extension of time		Deposit		\$ 1,063.97	\$ 1,106.53	▲ \$ 42.56
13	Planning	General Plan Amendment		Deposit		\$ 7,025.71	\$ 7,306.74	▲ \$ 281.03
14	Planning	Lot Line Adjustment		Deposit		\$ 1,057.81	\$ 1,100.12	▲ \$ 42.31
15	Planning	Park Modifications		Deposit		\$ 1,158.46	\$ 1,204.79	▲ \$ 46.34
16	Planning	Parking Use Permit		Deposit		\$ 8,010.60	\$ 8,331.02	▲ \$ 320.42
17	Planning	Precise Plan (Mixed use District Only)		Deposit		\$ 10,216.60	\$ 10,625.26	▲ \$ 408.66
18	Planning	Preliminary Project Review		Set fee		\$ 593.61	\$ 617.35	▲ \$ 23.74
19	Planning	Site Development Permit (Administrative)		Deposit		\$ 1,019.81	\$ 1,060.60	▲ \$ 40.79
20	Planning	Site Development Permit (Planning Agency)		Deposit		\$ 6,039.79	\$ 6,281.38	▲ \$ 241.59
21	Planning	Special Animal Permit		Actual cost, not to exceed deposit		\$ 821.60	\$ 854.46	▲ \$ 32.86
22	Planning	Special Use Permit		Deposit		\$ 7,680.93	\$ 7,988.17	▲ \$ 307.24
23	Planning	Specific Plan		Deposit		\$ 28,364.71	\$ 29,499.30	▲ \$ 1,134.59
24	Planning	Specific Plan Amendment		Deposit		\$ 13,805.96	\$ 14,358.20	▲ \$ 552.24
25	Planning	Temporary Sign Permit				\$ 72.92	\$ 75.83	▲ \$ 2.92
26	Planning	Temporary Use Permit				\$ 294.75	\$ 306.54	▲ \$ 11.79
27	Planning	Tentative Tract Map		\$1,000 set fee, plus \$4,500 deposit		\$ 8,547.72	\$ 8,889.63	▲ \$ 341.91
28	Planning	Tentative Parcel Map		Deposit		\$ 8,547.72	\$ 8,889.63	▲ \$ 341.91
29	Planning	Variance		Deposit		\$ 5,858.01	\$ 6,092.33	▲ \$ 234.32
30	Planning	Zone Change		Deposit		\$ 9,794.50	\$ 10,186.28	▲ \$ 391.78
31	Miscellaneous Fees	Concurrently filed applications		TBD by Planning Director		TBD	TBD	
33	Miscellaneous Fees	Permanent Record Retention		Per application		\$ 83.19	\$ 86.51	▲ \$ 3.33
34	Miscellaneous Fees	Record research/Zoning Verification Letter				Actual Cost	Actual Cost	
35	Public Documents for Purchase	General Plan Master EIR				\$ 71.89	\$ 74.77	▲ \$ 2.88
36	Public Documents for Purchase	General Plan - Book				\$ 71.89	\$ 74.77	▲ \$ 2.88
37	Public Documents for Purchase	General Plan - CD				\$ 33.89	\$ 35.25	▲ \$ 1.36
38	Public Documents for Purchase	Development Code - Book				\$ 71.89	\$ 74.77	▲ \$ 2.88
39	Public Documents for Purchase	Development Code - CD				\$ 33.89	\$ 35.25	▲ \$ 1.36
40	Public Documents for Purchase	Urban Village Specific Plan - Book				\$ 71.89	\$ 74.77	▲ \$ 2.88
41	Public Documents for Purchase	Urban Village Specific Plan - CD				\$ 33.89	\$ 35.25	▲ \$ 1.36
42	Public Documents for Purchase	Subdivision Ordinance				\$ 46.22	\$ 48.06	▲ \$ 1.85

E: Community Development/Planning

Fee #	Fee Group	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
43	Public Documents for Purchase	Subdivision Manual				\$ 46.22	\$ 48.06	▲ \$ 1.85
45	Planning	Finding of Public Convenience or Necessity				\$ 337.88	\$ 351.40	▲ \$ 13.52
46	Planning	Wireless Facility Permit Request	6409(a)			\$ 325.56	\$ 338.58	▲ \$ 13.02
47	Planning	Fortune Telling Permit			Established under Res. 2004-11-09-1	\$ 214.64	\$ 223.23	▲ \$ 8.59
48	Planning	Wild, Exotic, Dangerous & Nondomestic Animals License		Chapter 13-16.010		\$ 1,057.81	\$ 1,100.12	▲ \$ 42.31
49	Planning	General Plan Interpretation		Table9-92.030		\$ 692.20	\$ 719.89	▲ \$ 27.69
50	Planning	Landscape Plan Fee - Residential		Table9-92.030		\$ 216.70	\$ 225.36	▲ \$ 8.67
51	Planning	Landscape Plan Fee - Commercial		Table9-92.030		\$ 424.15	\$ 441.12	▲ \$ 16.97
52	Planning	Development Code Amendment		Table9-92.030	Deposit	\$ 9,794.50	\$ 10,186.28	▲ \$ 391.78
53	Planngg	Large Family Day Care CUP		9.92-080D		\$ 1,019.81	\$ 1,060.60	▲ \$ 40.79
54	Building	Relocation Permit		Chapter 10-12.060		\$ 413.88	\$ 430.44	▲ \$ 16.56
55	Building	Condominium Conversion Site & Building Review		Chapter 9-87.070C		\$ 47.24	\$ 49.13	▲ \$ 1.89
56	Planning	Massage Establishment Operator Permit				\$ 146.74	\$ 152.61	▲ \$ 5.87

F: Community Development/Building

Fee #	Fee Group	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
1	PLUMBING PERMIT FEES	NEW MULTI-FAMILY RESIDENTIAL BUILDINGS (APARTMENTS, MOTELS, HOTELS & CONDOMINIUMS)		- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
2	PLUMBING PERMIT FEES	NEW SINGLE AND TWO FAMILY BUILDINGS		- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
3	PLUMBING PERMIT FEES	GARAGES. CARPORTS (ATTACHED OR DETACHED) PARKING STRUCTURES. OTHER TYPES OF RESIDENTIAL ALTERATIONS, ADDITIONS AND MODIFICATIONS TO EXISTING COMMERCIAL BUILDINGS REFER TO UNIT FEE SCHEDULE		- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
4	UNIT FEE SCHEDULE	Single Fixtures	Single Fixtures	Each		\$ 17.46	\$ 18.16	▲ \$ 0.70
5	MISCELLANEOUS FIXTURES	Solar Collectors		Each		\$ 34.92	\$ 36.31	▲ \$ 1.40
6	MISCELLANEOUS FIXTURES	Solar Piping		Each		\$ 34.92	\$ 36.31	▲ \$ 1.40
7	MISCELLANEOUS FIXTURES	Solar Tank		Each		\$ 34.92	\$ 36.31	▲ \$ 1.40
8	POOL/SPA FEES	Swimming Pool w/Spa	Vinyl-lined (up to 800 sf)			\$ 850.36	\$ 884.37	▲ \$ 34.01
9	POOL/SPA FEES	Swimming Pool w/Spa	Fiberglass			\$ 850.36	\$ 884.37	▲ \$ 34.01
10	POOL/SPA FEES	Swimming Pool w/Spa	Gunite (up to 800 sf) - Custom and to establish master plan coord - Prod Unit			\$ 1,008.51	\$ 1,048.85	▲ \$ 40.34
11	POOL/SPA FEES	Swimming Pool w/Spa	Additional pool (over 800 sf)			\$ 308.10	\$ 320.42	▲ \$ 12.32
12	POOL/SPA FEES	Swimming Pool w/Spa	Commercial pool (up to 800 sf)			\$ 1,008.51	\$ 1,048.85	▲ \$ 40.34
13	POOL/SPA FEES	Swimming Pool w/Spa	Commercial pool (over 800 sf)			\$ 1,460.39	\$ 1,518.81	▲ \$ 58.42
14	POOL/SPA FEES	Swimming Pool w/Spa	Demolition - including combo utility capping			\$ 283.45	\$ 294.79	▲ \$ 11.34
15	POOL/SPA FEES	Swimming Pool w/Spa	Minimum permit fee			\$ 82.16	\$ 85.45	▲ \$ 3.29
16	POOL/SPA FEES	Swimming Pool w/Spa	Reinspection Fee			\$ 120.16	\$ 124.97	▲ \$ 4.81
17	POOL/SPA FEES	Gunite Spa Addition (1-100 sf)	Residential or commercial Gunite spa only			\$ 324.53	\$ 337.51	▲ \$ 12.98
18	POOL/SPA FEES	Existing Gunite Pool Replaster	Residential or commercial Gunite pool replaster			\$ 114.00	\$ 118.56	▲ \$ 4.56
19	MECHANICAL PERMIT FEES	NEW MULTI-FAMILY RESIDENTIAL BUILDINGS (APARTMENTS, MOTELS, HOTELS & CONDOMINIUMS)	minimum	- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
20	MECHANICAL PERMIT FEES	NEW SINGLE AND TWO FAMILY BUILDINGS	minimum	- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
21	MECHANICAL PERMIT FEES	GARAGES. CARPORTS (ATTACHED OR DETACHED) PARKING STRUCTURES. OTHER TYPES OF RESIDENTIAL ALTERATIONS, ADDITIONS AND MODIFICATIONS TO EXISTING COMMERCIAL BUILDINGS REFER TO UNIT FEE SCHEDULE	minimum	- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
22	MECHANICAL PERMIT FEES	Duct - Structural				\$ 108.86	\$ 113.22	▲ \$ 4.35
23	MECHANICAL PERMIT FEES	Duct - Ventilating				\$ 108.86	\$ 113.22	▲ \$ 4.35
24	MECHANICAL PERMIT FEES	Fireplace/Factory Built (ICBO)				\$ 80.11	\$ 83.31	▲ \$ 3.20
25	MECHANICAL PERMIT FEES	Heating System & Ducting				\$ 114.00	\$ 118.56	▲ \$ 4.56
26	MECHANICAL PERMIT FEES	Heating System & Ducting - 0-100,000 BTU				\$ 114.00	\$ 118.56	▲ \$ 4.56
27	MECHANICAL PERMIT FEES	Heating System & Ducting - 100,000 BTU				\$ 114.00	\$ 118.56	▲ \$ 4.56
28	MECHANICAL PERMIT FEES	Hood or Canopy				\$ 46.22	\$ 48.06	▲ \$ 1.85
29	MECHANICAL PERMIT FEES	Commerical hood (including ducts) each				\$ 46.22	\$ 48.06	▲ \$ 1.85
30	MECHANICAL PERMIT FEES	Refrigeration System - 0-100,000 BTU				\$ 114.00	\$ 118.56	▲ \$ 4.56
31	MECHANICAL PERMIT FEES	Refrigeration System - 100,000 BTU				\$ 114.00	\$ 118.56	▲ \$ 4.56
32	MECHANICAL PERMIT FEES	System Repair/Alteration				\$ 34.92	\$ 36.31	▲ \$ 1.40
33	MECHANICAL PERMIT FEES	Wall Furnace				\$ 46.22	\$ 48.06	▲ \$ 1.85
34	MECHANICAL PERMIT FEES	Replacement A/C or heat pump	Residential			\$ 29.78	\$ 30.97	▲ \$ 1.19
35	MECHANICAL PERMIT FEES	Replacement A/C or heat pump	- up to 5 tons/5 HP			\$ 63.67	\$ 66.22	▲ \$ 2.55
36	MECHANICAL PERMIT FEES	Replacement A/C or heat pump	- over 5 tons/HP			\$ 108.86	\$ 113.22	▲ \$ 4.35
37	MECHANICAL PERMIT FEES	Single Fixtures				\$ 17.46	\$ 18.16	▲ \$ 0.70
38	ELECTRICAL PERMIT FEES	NEW MULTI-FAMILY RESIDENTIAL BUILDINGS (APARTMENTS, MOTELS, HOTELS & CONDOMINIUMS)		- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
39	ELECTRICAL PERMIT FEES	NEW SINGLE AND TWO FAMILY BUILDINGS		- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
40	ELECTRICAL PERMIT FEES	GARAGES. CARPORTS (ATTACHED OR DETACHED) PARKING STRUCTURES. OTHER TYPES OF RESIDENTIAL ALTERATIONS, ADDITIONS AND MODIFICATIONS TO EXISTING COMMERCIAL BUILDINGS REFER TO UNIT FEE SCHEDULE		- per 100 square feet		\$ 17.46	\$ 18.16	▲ \$ 0.70
41	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Generator/Transformer - 1-10 kw			\$ 108.86	\$ 113.22	▲ \$ 4.35

F: Community Development/Building

Fee #	Fee Group	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
42	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Generator/Transformer - 10-50 kw			\$ 108.86	\$ 113.22	▲ \$ 4.35
43	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Generator/Transformer - > 50 kw			\$ 74.97	\$ 77.97	▲ \$ 3.00
44	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Generator/Transformer - > 100 kw			\$ 74.97	\$ 77.97	▲ \$ 3.00
45	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Motor - up to 100 amps			\$ 74.97	\$ 77.97	▲ \$ 3.00
46	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Motor - over 100 amps			\$ 74.97	\$ 77.97	▲ \$ 3.00
47	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Motors - 0-1 HP			\$ 74.97	\$ 77.97	▲ \$ 3.00
48	ELECTRICAL PERMIT FEES	POWER APPARATUS	- Motors - 1 1/2 - 8 HP			\$ 74.97	\$ 77.97	▲ \$ 3.00
49	ELECTRICAL PERMIT FEES	RECEPTACLE, SWITCH, AND LIGHTING OUTLETS				\$ 17.46	\$ 18.16	▲ \$ 0.70
50	ELECTRICAL PERMIT FEES	RESIDENTIAL APPLIANCES				\$ 17.46	\$ 18.16	▲ \$ 0.70
51	ELECTRICAL PERMIT FEES	SERVICE/METERS/PANELS/DISCONNECT SWITCHES	- 600 volt or less and not over 200 amps each			\$ 170.48	\$ 177.30	▲ \$ 6.82
52	ELECTRICAL PERMIT FEES	SERVICE/METERS/PANELS/DISCONNECT SWITCHES	- 600 volt or less and over 200 amps and up to 500 amps each			\$ 170.48	\$ 177.30	▲ \$ 6.82
53	ELECTRICAL PERMIT FEES	SERVICE/METERS/PANELS/DISCONNECT SWITCHES	- Sub Panel			\$ 80.11	\$ 83.31	▲ \$ 3.20
54	ELECTRICAL PERMIT FEES	SIGNS, OUTLINE LIGHTING AND MARQUEES	- Sign/Channel Letter			\$ 74.97	\$ 77.97	▲ \$ 3.00
55	ELECTRICAL PERMIT FEES	SIGNS, OUTLINE LIGHTING AND MARQUEES	- Sign/Monument Sign			\$ 80.11	\$ 83.31	▲ \$ 3.20
56	ELECTRICAL PERMIT FEES	SIGNS, OUTLINE LIGHTING AND MARQUEES	- Time Clock			\$ 41.08	\$ 42.72	▲ \$ 1.64
57	ELECTRICAL PERMIT FEES	TEMPORARY POWER	- Construction Pole Sub			\$ 46.22	\$ 48.06	▲ \$ 1.85
58	ELECTRICAL PERMIT FEES	TEMPORARY POWER	- Temp. Power Pole			\$ 80.11	\$ 83.31	▲ \$ 3.20
59	ELECTRICAL PERMIT FEES	TEMPORARY POWER	- Temp Const. Pole			\$ 80.11	\$ 83.31	▲ \$ 3.20
60	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Freestanding Outdoor Fireplace/Pizza Oven				\$ 290.64	\$ 302.27	▲ \$ 11.63
61	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Patio Cover/Covered Porch/GreenHouse	(First)	up to 300sf		\$ 292.70	\$ 304.40	▲ \$ 11.71
62	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Patio Cover/Covered Porch/GreenHouse	Each Additional 100sf over 300sf			\$ 108.86	\$ 113.22	▲ \$ 4.35
63	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Enclosed Patio (up to 300sf)				\$ 364.59	\$ 379.17	▲ \$ 14.58
64	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Enclosed Patio	Each additional 100sf over 300 sf			\$ 108.86	\$ 113.22	▲ \$ 4.35
65	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Balcony or deck (up to 300 sf)				\$ 443.66	\$ 461.41	▲ \$ 17.75
66	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Balcony or deck additional sf		each additional 100 sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
67	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Demolition (up to 3,000 sf)				\$ 283.45	\$ 294.79	▲ \$ 11.34
68	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Demolition - additional sf		each additional 3,000 sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
69	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Stucco (< 400 sf)				\$ 283.45	\$ 294.79	▲ \$ 11.34
70	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Stucco - additional sf		each additional 100 sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
71	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Siding (< 400 sf)				\$ 147.89	\$ 153.80	▲ \$ 5.92
72	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Siding additional sf		each additional 100 sf		\$ 18.49	\$ 19.23	▲ \$ 0.74
73	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Garage (wood frame up to 420 sf)				\$ 426.21	\$ 443.25	▲ \$ 17.05
74	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Garage (wood frame sf)		each additional 100 sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
75	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Garage (masonry up to 420 sf)				\$ 426.21	\$ 443.25	▲ \$ 17.05
76	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Garage (masonry sf)		each additional 100 sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
77	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Inspections outside of normal business hours (min. charge of 4 hrs.)				\$ 549.45	\$ 571.42	▲ \$ 21.98

F: Community Development/Building

Fee #	Fee Group	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
78	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Reinspection fee				\$ 120.16	\$ 124.97	▲ \$ 4.81
79	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Inspections for which no fee is specifically indicated (min charge of 1 hr.)				\$ 142.75	\$ 148.46	▲ \$ 5.71
80	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Investigative Inspections		per hour, minimum		\$ 142.75	\$ 148.46	▲ \$ 5.71
81	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Investigation for work done without permit (minor)		per hour, minimum		\$ 142.75	\$ 148.46	▲ \$ 5.71
82	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Permit issuance fee; applies to all types of permits				\$ 82.16	\$ 85.45	▲ \$ 3.29
83	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Reissuance of inspection card				\$ 38.00	\$ 39.52	▲ \$ 1.52
84	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Special inspection (1 hr. minimum)				\$ 142.75	\$ 148.46	▲ \$ 5.71
85	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Re-roofing (light weight w/o structural up to 2,000 sf)		each		\$ 142.75	\$ 148.46	▲ \$ 5.71
86	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Additional re-roof (comp shingle & BUR)		each 1,000 sf		\$ 18.49	\$ 19.23	▲ \$ 0.74
87	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Re-roofing (tile roof with structural calc up to 2,000 sf)		each		\$ 142.75	\$ 148.46	▲ \$ 5.71
88	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Additional re-roof (tile roof)		each 1,000 sf		\$ 18.49	\$ 19.23	▲ \$ 0.74
89	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Retaining wall: 3-6' high (up to 50 lf) (standard)		each		\$ 155.08	\$ 161.28	▲ \$ 6.20
90	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Additional retaining wall		each 50 lf		\$ 18.49	\$ 19.23	▲ \$ 0.74
91	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Retaining wall: 6-10' high (up to 50 lf) (special design)		each		\$ 295.78	\$ 307.61	▲ \$ 11.83
92	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Additional retaining wall		each 50 lf		\$ 18.49	\$ 19.23	▲ \$ 0.74
93	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Retaining wall: 10' high (up to 50 lf) (special design)		each		\$ 436.48	\$ 453.93	▲ \$ 17.46
94	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Additional retaining wall		each 30 lf		\$ 18.49	\$ 19.23	▲ \$ 0.74
95	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Record retention - to be collected at time of permit issuance for:	Oversized plans and documents	per page - documents over 11 x 17 in size		\$ 3.08	\$ 3.20	▲ \$ 0.12
96	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Record retention - to be collected at time of permit issuance for:	Regular sized plans and documents	per page - documents 11 x 17 & under in size		\$ 2.05	\$ 2.14	▲ \$ 0.08
97	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Construction & Demolition Recycling Waste Program Deposit - Application Fee				\$ 41.08	\$ 42.72	▲ \$ 1.64
98	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Freestanding Outdoor Fireplace/Pizza Oven Plan Check				\$ 295.78	\$ 307.61	▲ \$ 11.83
99	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Balcony or deck (up to 300sf) Plan Check		each		\$ 319.40	\$ 332.17	▲ \$ 12.78
100	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Balcony or deck additional sf Plan Check		each additional 100sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
101	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Patio Cover/Covered Porch/GreenHouse (up to 300sf) Plan Check		each		\$ 181.78	\$ 189.05	▲ \$ 7.27
102	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Patio Cover/Covered Porch/GreenHouse additional sf Plan Check		each additional 100sf		\$ 29.78	\$ 30.97	▲ \$ 1.19
103	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Enclosed Patio (up to 300sf) Plan Check		each		\$ 250.59	\$ 260.61	▲ \$ 10.02
104	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Enclosed Patio additional sf Plan Check		each additional 100sf		\$ 41.08	\$ 42.72	▲ \$ 1.64
105	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Retaining Wall Plan Check (per 100sf); all types & sizes of walls		each		\$ 91.40	\$ 95.06	▲ \$ 3.66
106	ELECTRICAL PERMIT FEES	SIGNS, OUTLINE LIGHTING AND MARQUEES	- Sign/Channel Letter Plan Check			\$ 57.51	\$ 59.81	▲ \$ 2.30

F: Community Development/Building

Fee #	Fee Group	Title	Sub Title	Unit	Notes	Current Fee	Proposed Adjusted Fee	\$ change
107	ELECTRICAL PERMIT FEES	SIGNS, OUTLINE LIGHTING AND MARQUEES	- Sign/Monument Sign Plan Check			\$ 125.29	\$ 130.31	▲ \$ 5.01
108	ELECTRICAL PERMIT FEES	New Cell Site Plan Check				\$ 661.39	\$ 687.84	▲ \$ 26.46
109	ELECTRICAL PERMIT FEES	New Cell Site				\$ 350.21	\$ 364.22	▲ \$ 14.01
110	ELECTRICAL PERMIT FEES	Modifications to Existing Cell Site Plan Check				\$ 216.70	\$ 225.36	▲ \$ 8.67
111	ELECTRICAL PERMIT FEES	Modifications to Existing Cell Site				\$ 203.35	\$ 211.48	▲ \$ 8.13
112	ELECTRICAL PERMIT FEES	Rooftop Solar PV Plan Check				\$ 61.62	\$ 64.08	▲ \$ 2.46
113	ELECTRICAL PERMIT FEES	Rooftop Solar PV		per 100sf	30 min of inspections	\$ 15.41	\$ 16.02	▲ \$ 0.62
114	ELECTRICAL PERMIT FEES	Groundmount Solar PV Plan Check				\$ 194.10	\$ 201.87	▲ \$ 7.76
115	ELECTRICAL PERMIT FEES	Groundmount Solar PV		per 100sf	2 hours of inspections	\$ 271.13	\$ 281.97	▲ \$ 10.85
116	ELECTRICAL PERMIT FEES	PV Revisions Plan Check				\$ 33.89	\$ 35.25	▲ \$ 1.36
117	POOL/SPA FEES	Swimming Pool w/Spa	Commercial pool plan check			\$ 330.69	\$ 343.92	▲ \$ 13.23
118	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Window/Sliding Door Replacement				\$ 136.59	\$ 142.05	▲ \$ 5.46
119	PLUMBING PERMIT FEES	Re-pipe				\$ 136.59	\$ 142.05	▲ \$ 5.46
120	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Drywall Repair				\$ 136.59	\$ 142.05	▲ \$ 5.46
121	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Permit Reinstatement Plan Check			Hourly plan check for expired permits that they need to final out	20% of original plan check	20% of original plan check	▲ \$ -
122	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Permit Reinstatement			for expired permits that they need to final out	\$ 82.16	\$ 85.45	▲ \$ 3.29
123	MISCELLANEOUS SERVICES AND PERMIT ITEMS	OCFA Plan Check Admin Fee			Plus the cost to image and store the plans electronically.	\$ 105.78	\$ 110.01	▲ \$ 4.23
124	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Appeal Hearing before the Board of Appeals			Chapter 10-20.020 Section 204.3	\$ 6,553.29	\$ 6,815.42	▲ \$ 262.13
125	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Water Quality Control Administrative Hearing for Notice of Noncompliance, Administrative Compliance Orders, Invoices for Costs and Adverse Determinations		each	Chapter 5-36.070 A7	\$ -	\$ -	▲ \$ -
126	MISCELLANEOUS SERVICES AND PERMIT ITEMS	Flag Pole			Residential & Commercial	\$ 135.56	\$ 140.99	▲ \$ 5.42

Attachment: EXHIBIT A - Amendments to the Comprehensive Fee Schedule (1604 : Comprehensive User

[illegible]

Attachment: EXHIBIT A - Amendments to the Comprehensive Fee Schedule (1604 : Comprehensive User

Packet Pg. 321

BUILDING PERMIT FEES - CONSTRUCTION TYPES: I A, II A

CBC Class	CBC Occupancy	Square Footage	Current Construction Fee Schedule				Proposed Adjusted Construction Fee Schedule				\$ change	\$ change
R-3	Residential - SFR Remodel/Addition	1	627.68		for up to and including 100 s.f		652.79		for up to and including 100 s.f		\$25.11	\$0.0
		101	733.25		for up to and including 200 s.f		762.58		for up to and including 200 s.f		\$29.33	\$0.0
		201	927.26		for up to and including 300 s.f		964.35		for up to and including 300 s.f		\$37.09	\$0.0
		301	1,126.98		for up to and including 400 s.f		1,172.06		for up to and including 400 s.f		\$45.08	\$0.0
		401	1,417.99		for up to and including 500 s.f		1,474.71		for up to and including 500 s.f		\$56.72	\$0.0
		501	1,814.57	plus	118.12	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.	1,887.16	plus	122.84	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.	\$72.58	\$4.7
		1,001	2,405.17	plus	63.05	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.	2,501.37	plus	65.58	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.	\$96.21	\$2.5
		2,001	3,035.70	plus	81.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.	3,157.13	plus	85.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.	\$121.43	\$3.2
		3,001	3,854.54	plus	55.64	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.	4,008.73	plus	57.86	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.	\$154.18	\$2.2
		4,001	4,410.90	plus	67.05	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	4,587.34	plus	69.73	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$176.44	\$2.6
		5,001	5,081.38	plus	51.53	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,284.63	plus	53.59	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$203.26	\$2.0
		10,001	7,657.73	plus	51.79	for each additional 100 s.f. or fraction thereof	7,964.04	plus	53.86	for each additional 100 s.f. or fraction thereof	\$306.31	\$2.0
R-3.1	Residential - Licensed facilities	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.2
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.8
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.5
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.5
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.4
		100,001	20,696.42	plus	9.62	for each additional 100 s.f. or fraction thereof	21,524.27	plus	10.01	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.3
R-4	Residential - Residential care / Assisted living	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.2
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.8
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.5
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.5
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.4
		100,001	20,696.42	plus	9.68	for each additional 100 s.f. or fraction thereof	21,524.27	plus	10.06	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.3
S-1	Storage - Moderate hazard	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.2
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.8
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.5
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.5
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.4
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.3
S-2	Storage - Low hazard	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.2
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.8
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.5
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.5
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.4
		100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.3
U	Utility and Miscellaneous	1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.2
		5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.8
		10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.5
		20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.5
		50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.4
		100,001	20,696.42	plus	9.11	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.47	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.3

Packet Pg. 323

Packet Pg. 324

[illegible]

BUILDING PERMIT FEES - CONSTRUCTION TYPES: III A, IV A, V A

CBC Class		CBC Occupancy	Square Footage	Current Construction Fee Schedule				Proposed Adjusted Construction Fee Schedule				\$ change	\$ change
R-3	Residential - SFR Remodel/Addition		1	627.68			for up to and including 100 s.f	652.79			for up to and including 100 s.f	\$25.11	\$0.00
			101	733.25			for up to and including 200 s.f	762.58			for up to and including 200 s.f	\$29.33	\$0.00
			201	927.26			for up to and including 300 s.f	964.35			for up to and including 300 s.f	\$37.09	\$0.00
			301	1,126.98			for up to and including 400 s.f	1,172.06			for up to and including 400 s.f	\$45.08	\$0.00
			401	1,417.99			for up to and including 500 s.f	1,474.71			for up to and including 500 s.f	\$56.72	\$0.00
			501	1,683.33	plus	101.00	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.	1,750.66	plus	105.04	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.	\$67.33	\$4.04
			1,001	2,188.33	plus	55.06	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.	2,275.86	plus	57.27	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.	\$87.53	\$2.20
			2,001	2,738.98	plus	75.04	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.	2,848.54	plus	78.04	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.	\$109.56	\$3.00
			3,001	3,489.35	plus	56.78	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.	3,628.92	plus	59.05	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.	\$139.57	\$2.27
			4,001	4,057.11	plus	61.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	4,219.40	plus	63.80	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$162.28	\$2.45
			5,001	4,670.53	plus	47.99	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	4,857.35	plus	49.91	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$186.82	\$1.92
			10,001	7,069.99	plus	48.24	for each additional 100 s.f. or fraction thereof	7,352.79	plus	50.17	for each additional 100 s.f. or fraction thereof	\$282.80	\$1.93
R-3.1	Residential - Licensed facilities		1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.21
			5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.82
			10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.58
			20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.55
			50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.45
			100,001	20,696.42	plus	9.63	for each additional 100 s.f. or fraction thereof	21,524.27	plus	10.01	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.39
R-4	Residential - Residential care / Assisted living		1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.21
			5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.82
			10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.58
			20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.55
			50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.45
			100,001	20,696.42	plus	9.68	for each additional 100 s.f. or fraction thereof	21,524.27	plus	10.07	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.39
S-1	Storage - Moderate hazard		1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.21
			5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.82
			10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.58
			20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.55
			50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.45
			100,001	20,696.42	plus	9.11	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.36
S-2	Storage - Low hazard		1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.21
			5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.82
			10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.58
			20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.55
			50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.45
			100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.49	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.36
U	Utility and Miscellaneous		1,001	\$2,604.88	plus	55.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$2,709.08	plus	57.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.	\$104.20	\$2.21
			5,001	4,810.33	plus	45.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	5,002.75	plus	47.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.	\$192.41	\$1.82
			10,001	7,084.26	plus	39.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	7,367.63	plus	40.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.	\$283.37	\$1.58
			20,001	11,024.39	plus	13.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	11,465.37	plus	14.19	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.	\$440.98	\$0.55
			50,001	15,118.60	plus	11.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	15,723.34	plus	11.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.	\$604.74	\$0.45
			100,001	20,696.42	plus	9.12	for each additional 100 s.f. or fraction thereof	21,524.27	plus	9.48	for each additional 100 s.f. or fraction thereof	\$827.86	\$0.36

Attachment: EXHIBIT A - Amendments to the Comprehensive Fee Schedule (1604 : Comprehensive User

Packet Pg. 327

Attachment: EXHIBIT A - Amendments to the Comprehensive Fee Schedule (1604 : Comprehensive User

acket Pg. 328

Attachment: EXHIBIT A - Amendments to the Comprehensive Fee Schedule (1604 : Comprehensive User

acket Pg. 329

BUILDING PERMIT FEES - CONSTRUCTION TYPES: I B, II B, III B, IV B, V B

CBC Class		CBC Occupancy		Square Footage	Current Construction Fee Schedule					Proposed Adjusted Construction Fee Schedule					\$ change	\$ change
R-3	Residential - SFR Remodel/Addition	1	476.47			for up to and including 100 s.f			495.53			for up to and including 100 s.f		\$19.06		\$0
		101	490.73			for up to and including 200 s.f			510.36			for up to and including 200 s.f		\$19.63		\$0
		201	547.80			for up to and including 300 s.f			569.71			for up to and including 300 s.f		\$21.91		\$0
		301	704.72			for up to and including 400 s.f			732.91			for up to and including 400 s.f		\$28.19		\$0
		401	847.37			for up to and including 500 s.f			881.27			for up to and including 500 s.f		\$33.89		\$0
		501	1,437.96	plus	79.89	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.			1,495.48	plus	83.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 1,000 s.f.		\$57.52		\$0
		1,001	1,837.40	plus	43.94	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.			1,910.90	plus	45.70	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,000 s.f.		\$73.50		\$1
		2,001	2,276.78	plus	56.21	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.			2,367.85	plus	58.45	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 3,000 s.f.		\$91.07		\$2
		3,001	2,838.84	plus	45.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.			2,952.39	plus	47.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 4,000 s.f.		\$113.55		\$1
		4,001	3,295.34	plus	50.21	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.			3,427.15	plus	52.22	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$131.81		\$2
		5,001	3,797.48	plus	41.94	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.			3,949.38	plus	43.62	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$151.90		\$1
10,001	5,894.51	plus	42.14	for each additional 100 s.f. or fraction thereof			6,130.29	plus	43.82	for each additional 100 s.f. or fraction thereof		\$235.78		\$1		
R-3.1	Residential - Licensed facilities	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.			\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$80.23		\$1
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.			3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$151.79		\$1
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.			5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$225.17		\$1
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.			9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$352.19		\$0
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.			12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$482.40		\$0
		100,001	16,502.35	plus	7.65	for each additional 100 s.f. or fraction thereof			17,162.45	plus	7.96	for each additional 100 s.f. or fraction thereof		\$660.09		\$0
R-4	Residential - Residential care / Assisted living	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.			\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$80.23		\$1
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.			3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$151.79		\$1
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.			5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$225.17		\$1
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.			9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$352.19		\$0
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.			12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$482.40		\$0
		100,001	16,502.35	plus	7.71	for each additional 100 s.f. or fraction thereof			17,162.45	plus	8.02	for each additional 100 s.f. or fraction thereof		\$660.09		\$0
S-1	Storage - Moderate hazard	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.			\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$80.23		\$1
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.			3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$151.79		\$1
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.			5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$225.17		\$1
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.			9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$352.19		\$0
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.			12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$482.40		\$0
		100,001	16,502.35	plus	7.26	for each additional 100 s.f. or fraction thereof			17,162.45	plus	7.55	for each additional 100 s.f. or fraction thereof		\$660.09		\$0
S-2	Storage - Low hazard	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.			\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$80.23		\$1
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.			3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$151.79		\$1
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.			5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$225.17		\$1
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.			9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$352.19		\$0
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.			12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$482.40		\$0
		100,001	16,502.35	plus	7.26	for each additional 100 s.f. or fraction thereof			17,162.45	plus	7.55	for each additional 100 s.f. or fraction thereof		\$660.09		\$0
U	Utility and Miscellaneous	1,001	\$2,005.73	plus	44.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.			\$2,085.96	plus	46.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		\$80.23		\$1
		5,001	3,794.63	plus	36.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.			3,946.41	plus	38.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		\$151.79		\$1
		10,001	5,629.17	plus	31.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.			5,854.34	plus	33.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		\$225.17		\$1
		20,001	8,804.68	plus	10.85	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.			9,156.87	plus	11.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		\$352.19		\$0
		50,001	12,060.07	plus	8.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.			12,542.47	plus	9.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		\$482.40		\$0
		100,001	16,502.35	plus	7.26	for each additional 100 s.f. or fraction thereof			17,162.45	plus	7.55	for each additional 100 s.f. or fraction thereof		\$660.09		\$0

Amendments to the Comprehensive Fee Schedule (1604 : Comprehensive Use)

Attachment: EXHIBIT A - Amendments to the Comprehensive Fee Schedule (1604 : Comprehensive User

City of Laguna Hills - User Fee

Fully Burdened Hourly Rate (FBHR)

Department	Dept/Position	Current FBHR	CPI	Proposed Adjusted FBHR	\$ change
Community Development	CD: Administrative Assistant	150.24	4.00%	156.25	6.01
Community Development	CD: Asst Building Official/Sr Inspector	202.08	4.00%	210.16	8.08
Community Development	CD: Asst. Planner	138.22	4.00%	143.75	5.53
Community Development	CD: Code Enforc Offic- 20 hr/wk	74.13	4.00%	77.10	2.97
Community Development	CD: Community Develop Dir	325.81	4.00%	338.84	13.03
Community Development	CD: Permit Technician	139.04	4.00%	144.60	5.56
Community Development	CD: Receptionist/Secretary	124.13	4.00%	129.10	4.97
Community Development	CD: Senior Planner- Full Time	200.28	4.00%	208.29	8.01
Community Development	CD: Senior Planner- Part Time	171.04	4.00%	177.88	6.84
Community Services	CS: Admin Asst. I	178.65	4.00%	185.79	7.15
Community Services	CS: CS Leader III - 33 hr wk	113.59	4.00%	118.14	4.54
Community Services	CS: CS Senior Leader	174.58	4.00%	181.57	6.98
Community Services	CS: CS Superintendent	361.88	4.00%	376.36	14.48
Community Services	CS: Deputy City Manager	481.30	4.00%	500.55	19.25
Community Services	CS: Recreation Leaders	56.66	4.00%	58.93	2.27
General Government	GG: Accountant I	126.66	4.00%	131.73	5.07
General Government	GG: Accounting Technician	92.81	4.00%	96.53	3.71
General Government	GG: Admin Asst to the City Mgr	93.42	4.00%	97.16	3.74
General Government	GG: Admin Intern- 20 hrs/wk	29.74	4.00%	30.93	1.19
General Government	GG: Assistant to the City Mgr/City Clerk	160.02	4.00%	166.42	6.40
General Government	GG: Asst. City Manager	287.01	4.00%	298.49	11.48
General Government	GG: City Manager	366.04	4.00%	380.68	14.64
General Government	GG: Clerical Asst- 30 hr/wk	51.06	4.00%	53.11	2.04
General Government	GG: Council Member	20.20	4.00%	21.01	0.81
General Government	GG: Finance Manager	179.50	4.00%	186.68	7.18
General Government	GG: Management Assistant	82.99	4.00%	86.31	3.32
General Government	GG: Records Coordinator	86.69	4.00%	90.16	3.47
Non Departmental	ND: Info Tech Specialist	153.71	4.00%	159.86	6.15
Public Services	PS: Admin Assistant - I	141.13	4.00%	146.78	5.65
Public Services	PS: Associate Civil Engineer	315.42	4.00%	328.04	12.62
Public Services	PS: City Eng/PW Dir	534.27	4.00%	555.64	21.37
Public Services	PS: Parks Supervisor	270.31	4.00%	281.12	10.81
Public Safety	PS: Police Sergeant	165.55	4.00%	172.17	6.62
Public Services	PS: Public Works Inspector	282.32	4.00%	293.62	11.29
Public Services	PS: Public Works Supervisor	279.94	4.00%	291.14	11.20



June 20, 2018

Honorable Mayor Mel Carruth and Members of the City Council
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Dear Mayor and Members of the City Council,

It has been brought to Southern California Edison's (SCE) attention that the City Council will consider a 4% cost of living increase to City fees at the June 26, 2018 City Council meeting. SCE has concerns about the current fee structure which was adopted in September of 2016. While 4% is a modest increase, as a franchised utility, we believe an increase to what we see as an already excessive fee schedule will be problematic.

Therefore, SCE respectfully requests a continuation of this item to a later date to allow the franchised utilities to address concerns with staff. We look forward to the scheduling of a meeting with the City and the other franchise utilities in the future to discuss these concerns.

Sincerely,

A handwritten signature in dark ink, appearing to read "Karalee Darnell", is written over a yellow vertical line.

Karalee Darnell
Government Relations Manager
Southern California Edison
Local Public Affairs

Cc:

City Manager Don White
City Clerk Melissa Au-Yeung
Public Works Director Ken Rosenfield

Attachment: Attachment D - SCE Letter (1604 : Comprehensive User Fee Schedule - Annual Update)