CITY of LAGUNA WOODS
CITY COUNCIL
AGENDA

Regular Meeting
Wednesday, March 18, 2020
2:00 p.m.

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

Noel Hatch
Mayor

Shari L. Horne
Mayor Pro Tem

Carol Moore
Councilmember

Cynthia Conners
Councilmember

Joe Rainey
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

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

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

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

REGULAR MEETING SCHEDULE

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

AGENDA POSTING AND AVAILABILITY

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

Special and Emergency Meetings: Agenda posting and availability for special and emergency meetings is conducted pursuant to all applicable provisions of California Government Code (Ralph M. Brown Act).

AGENDA DISTRIBUTION LISTS

Electronic Distribution: The City of Laguna Woods provides notification of agenda posting and availability via email. To register to receive email notifications, please email cityhall@cityoflagunawoods.org or contact the City Clerk's Office at (949) 639-0500/TTY (949) 639-0535. Please note that the City is not responsible for, and makes no guaranties or warranties related to, the transmission or receipt of email notifications.

Mail Distribution: The City of Laguna Woods is able to mail agendas and/or agenda materials if provided with advance payment for postage and printing (if applicable). To request mail distribution, please email cityhall@cityoflagunawoods.org or contact the City Clerk's Office at (949) 639-0500/TTY (949) 639-0535.

FOR ADDITIONAL INFORMATION

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

AFFIDAVIT OF POSTING

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

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

Yolie Trippy — 3-13-20

YOLIE TRIPPY, CMC, City Clerk — Date

NOVEL CORONAVIRUS (COVID-19) NOTICE

Please exercise caution when attending City Council meetings.

The State of California and OC Health Care Agency have advised older adults (ages 60 and up) and individuals with underlying health conditions (e.g., heart disease, diabetes, and lung disease) to avoid crowds, including gatherings of more than 10 people.

The State of California and OC Health Care Agency have advised individuals who are experiencing fever, cough, shortness of breath, difficulty breathing, or severe illness (sickness) – including individuals who have become sick within 14 days after traveling to a country, or coming in contact with someone who has travelled to a country, with widespread transmission of COVID-19 – to avoid contact with others and seek medical care. Risk levels for affected countries are available on the Centers for Disease Control and Prevention's website (**www.cdc.gov/coronavirus/2019-ncov/travelers/index.html**).

For more information, please visit **www.ochealthinfo.com/novelcoronavirus** or call the OC Health Care Agency's Health Referral Line at (800) 564-8448.

Please consider participating in this City Council meeting remotely.

This meeting will be broadcast live and replayed several times thereafter on Laguna Woods Village Television Channel 3. Written public comments may be submitted via email (**cityhall@cityoflagunawoods.org**) or by mail (Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637), provided that they are received by the City prior to 2 p.m. on the day of the meeting.

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Novel Coronavirus (COVID-19) Information – Orange County Health Care Agency

Recommendation: Receive and file.

4.2 Women's History Month – March 2020

Recommendation: Approve and present the proclamation.

V. PUBLIC COMMENTS

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

VI. CONSENT CALENDAR

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

6.1 City Council Minutes

Recommendation: Approve the City Council meeting minutes for the regular meeting on February 19, 2020.

6.2 City Treasurer's Report

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

6.3 Warrant Register

Recommendation: Approve the warrant register dated March 18, 2020 in the amount of $651,925.91.

6.4 Fiscal Years 2019-21 Budget Adjustments

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2019-21 BUDGET AND WORK PLAN FOR FISCAL YEAR 2019-20 COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATED TO THE CAPITAL IMPROVEMENT PROGRAM, THE STATE OF CALIFORNIA SENATE BILL 2 PLANNING GRANTS PROGRAM, AND SPECIAL REVENUE FUNDS

6.5 Tree Pruning and Removal Services

Recommendation: Approve an agreement with Great Scott Tree Service, Inc. for tree pruning and removal services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.6 General Plan Annual Report

Recommendation: Receive and file the General Plan Annual Report for the 2019 calendar year.

6.7 Road Repair and Accountability Act of 2017 Project List

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A LIST OF FISCAL YEAR 2020-21 PROJECTS PROPOSED TO RECEIVE FUNDING FROM THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017's LOCAL STREETS AND ROADS FUNDING PROGRAM (ROAD MAINTENANCE AND REHABILITATION ACCOUNT), AS REQUIRED BY CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 2034(A)(1), AND MAKING RELATED AUTHORIZATIONS

6.8 Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3

Recommendation:

1. Approve final record plans and specifications reflecting completion of the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3".

AND

2. Accept project completion of the contract agreement with Golden State Constructors for the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3".

AND

3. Release contract retention in the amount of $6,870.15 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange, provided no Stop Notices are on file with the City preventing the release of the contract retention.

AND

4. Exonerate project posted bonds 35 days following recordation of the Notice of Completion with the County of Orange.

VII. PUBLIC HEARINGS

VIII. CITY COUNCIL BUSINESS

8.1 Balanced Energy Policy (agendized by Councilmember Moore)

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, SUPPORTING THE

STATE OF CALIFORNIA'S CLIMATE GOALS WHILE MAINTAINING A BALANCED ENERGY POLICY WITH LOCAL CONTROL

8.2 City Council Meeting Schedule

Recommendation:

1. Cancel the regular meeting of the City Council that is scheduled for April 15, 2020 at 2 p.m. at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

AND

2. Schedule an adjourned regular meeting of the City Council for April 29, 2020 at 2 p.m. at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

IX. CITY COUNCIL REPORTS AND COMMENTS

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

9.1 Coastal Greenbelt Authority
Councilmember Conners; Alternate: Mayor Pro Tem Horne

9.2 Orange County Fire Authority
Mayor Hatch

9.3 Orange County Library Advisory Board
Councilmember Moore; Alternate: Councilmember Conners

9.4 Orange County Mosquito and Vector Control District
Mayor Pro Tem Horne

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

9.6 South Orange County Watershed Management Area
Councilmember Moore; Alternate: Mayor Hatch

9.7 Other Comments and Reports

X. CLOSED SESSION

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Regular Meeting: Wednesday, April 15, 2020 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

4.1
NOVEL CORONAVIRUS (COVID-19) INFORMATION – ORANGE COUNTY HEALTH CARE AGENCY
(NO REPORT)

This page is intentionally blank.

4.2
PROCLAMATION – WOMEN'S HISTORY MONTH – MARCH 2020

This page is intentionally blank.

Proclamation
City of Laguna Woods
Women's History Month
March 2020

WHEREAS, women have played a critical role in the social, economic, and political development of the United States; and

WHEREAS, women have a proud legacy of service and dedication to our community, state, and country; and

WHEREAS, women have been leaders – not only in securing their own rights of suffrage and equal opportunity – but also in the abolitionist movement, emancipation movement, industrial labor movement, civil rights movement, and other movements, which have helped to create a more fair and just society for all; and

WHEREAS, Women's History Month is a time for all Americans to remember the stories and teachings of women who have helped to combat prejudice, further causes of consequence, and build, serve, and enrich our nation; and

WHEREAS, the City of Laguna Woods is committed to embracing diversity.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim March 2020 as "Women's History Month" in the City of Laguna Woods and encourages reflection on the contributions that women have made and continue to make, both locally and throughout our nation.

Dated this 18th day of March, 2020

_____
Noel Hatch
Mayor

_____
Attest: Yolie Trippy
City Clerk

This page is intentionally blank.

6.0
CONSENT CALENDAR SUMMARY

This page is intentionally blank.

City of Laguna Woods
Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: March 18, 2020 Regular Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the March 18, 2020 Consent Calendar by single motion and City Council action.

Background

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

Summary

The March 18, 2020 Consent Calendar contains the following items:

6.1 Approval of the City Council meeting minutes for the regular meeting on February 19, 2020.

6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of February 2020.

6.3 Approval of the warrant register dated March 18, 2020 in the amount of $651,925.91. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at or from City Hall.

6.4 Adoption of a resolution amending and adopting the Fiscal Years 2019-21 Budget and Work Plan for Fiscal Year 2019-20 commencing July 1, 2019 and ending June 30, 2020, and Fiscal Year 2020-21 commencing July 1, 2020 and ending June 30, 2021, related to the Capital Improvement Program, the State of California Senate Bill 2 Planning Grants Program, and special revenue funds. The proposed resolution would increase fund level budget appropriations to provide supplemental funding for the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3", establish appropriations related to an anticipated award from the State of California's Senate Bill 2 Planning Grants Program, and make various non-substantive changes related to fund names and classifications.

6.5 Approval of an agreement with Great Scott Tree Service, Inc. for tree pruning and removal services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The Request for Proposals ("RFP") for tree pruning and removal services was released on January 30, 2020 with proposals due by February 21, 2020. A total of two proposals were received (Great Scott Tree Service and West Coast Arborists). After reviewing both proposals, staff recommends that the City Council award the agreement to Great Scott Tree Service due to factors including, but not limited to, cost, experience, and qualifications. Great Scott Tree Services has provided tree pruning and removal services to the City since March 1, 2018 and provides or has provided similar services for the cities of Irvine, Lake Forest, Long Beach, Newport Beach, and Seal Beach.

6.6 Approval of a motion to receive and file the General Plan Annual Report for the 2019 calendar year. The City is required to file a report describing the status of the implementation of the General Plan with the City Council, the State of California's Office of Planning and Research, and the State of California's Department of Housing and Community Development no later than April 1 of each year [California Government Code Section 65400(a)(2)].

6.7 Adoption of a resolution adopting a list of Fiscal Year 2020-21 projects proposed to receive funding from the Road Repair and Accountability Act of 2017's Local Streets and Roads Funding Program (Road Maintenance and Rehabilitation Account), as required by California Streets and Highways Code Section 2034(a)(1), and making related authorizations. Consistent with the Fiscal Years 2019-30 Capital Improvement Program, the proposed resolution identifies the "Pavement Management Plan Project (Eastbound El

Toro Road between Church Intersection and Moulton Parkway, Westbound El Toro Road between Willow Tree Center and Moulton Parkway)" as the Fiscal Year 2020-21 project proposed to receive the specified funding.

6.8 [1] Approval of final record plans and specifications reflecting completion of the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3" (available for review at City Hall); [2] acceptance of project completion of the contract agreement with Golden State Constructors for the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3"; [3] release of contract retention in the amount of $6,870.15 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange, provided no Stop Notices are on file with the City preventing the release of the contract retention; and, [4] exoneration of project posted bonds 35 days following recordation of the Notice of Completion with the County of Orange. The subject project is included in the City's Capital Improvement Program.

This page is intentionally blank.

6.1
CITY COUNCIL MINUTES

This page is intentionally blank.

CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
February 19, 2020
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637

I. CALL TO ORDER

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

II. ROLL CALL

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

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

III. PLEDGE OF ALLEGIANCE

Councilmember Rainey led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 African American History Month – February 2020

Councilmembers made comments.

Moved by Councilmember Moore, seconded by Councilmember Rainey and carried unanimously on a 5-0 vote, to approve and present the proclamation for African American History Month.

4.2 OC Human Relations Annual Report

Ken Inouye, OC Human Relations Commission, made a presentation and responded to questions from Councilmembers.

4.3 Implementation of the California Voter's Choice Act & March 3, 2020 Presidential Primary Election – Orange County Registrar of Voters

Neal Kelly, Orange County Registrar of Voters, made a presentation and responded to questions from Councilmembers.

V. PUBLIC COMMENT

Susan Becker, California Therapy Solutions, discussed their new location in Laguna Woods and provided information handouts.

Councilmembers briefly responded to Ms. Becker's comments.

VI. CONSENT CALENDAR

Moved by Councilmember Moore, seconded by Councilmember Conners, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 6.1 – 6.6.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on January 15, 2020.

6.2 City Treasurer's Report

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

6.3 Warrant Register

Approved the warrant register dated February 19, 2020 in the amount of $534,547.21.

6.4 Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3

Increased the City Manager's authorization to approve change orders for the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 4" to an amount not to exceed 42% of the base amount with all change order costs funded by the existing Community Development Block Grant (CDBG) award for the subject project.

6.5 Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Willow Tree Center)

1. Approved final record plans and specification reflecting completion of the "Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Willow Tree Center)

AND

2. Accepted project completion of the contract agreement with Hardy & Harper, Inc. for the "Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Willow Tree Center)".

AND

3. Released contract retention in the amount of $7,134.76 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange, provided no Stop Notices are on file with the city preventing the release of the contract retention.

AND

4. Exonerated project posted bonds 35 days following recordation of the Notice of Completion with the County of Orange.

6.6 Rejection of Claim

Rejected the following claim: Rebekah Garcia vs. City of Laguna Woods, Claimant: Rebekah Garcia.

VII. PUBLIC HEARINGS – None

VIII. CITY COUNCIL BUSINESS

8.1 2020 United States Census

Laleh Vafaei and Kristen "Cricket" Jamet, United States Census Bureau, made a presentation and responded to related questions. City Manager Macon also responded to related questions.

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

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, EMPHASIZING THE IMPORTANCE OF THE 2020 UNITED STATES CENSUS AND ENCOURAGING ALL LAGUNA WOODS HOUSEHOLDS TO COMPLETE A TRUE AND COMPLETE 2020 UNITED STATES CENSUS QUESTIONNAIRE

8.2 Southern California Association of Governments' 2020 General Assembly Delegate and Alternate Delegate

Mayor Hatch summarized the staff report.

Moved by Councilmember Conners, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to appoint Councilmember Moore to serve as the delegate and Mayor Pro Tem Horne to serve as the alternate at the Southern California Association of Governments' 2020 General Assembly.

8.3 City Hall/Public Library Project

City Manager Macon made a presentation and responded to related questions.

Councilmembers discussed the item and provided feedback to staff regarding the design, site plan, and exterior renderings for the project.

City Manager Macon noted that, based on previous City Council discussion, staff plans to include a water feature and retractable doors for the activity room as bid alternates in the project's bidding documents.

The City Council expressed consensus support for the direction of the project and felt that the red tile roof has been adequately incorporated in the exterior renderings presented.

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

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

9.2 Orange County Fire Authority

Mayor Hatch provided a report.

9.3 Orange County Library Advisory Board

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

9.4 Orange County Mosquito and Vector Control District

Mayor Pro Tem Horne stated that she did not attend the last meeting.

9.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Conners provided a report.

9.6 South Orange County Watershed Management Area

Councilmember Moore provided a report.

9.7 Other Comments and Reports

Councilmember Rainey provided an update from the Orange County Transportation Authority's Special Needs Advisory Committee.

Councilmember Rainey provided an update on senior homelessness and housing.

Mayor Pro Tem Horne provided an update on the California Senior Legislature.

Mayor Hatch provided an update on the Orange County Cemetery District.

X. CLOSED SESSION – None

XI. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned at 3:59 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, March 18, 2020, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

_____
YOLIE TRIPPY, CMC, City Clerk

Approved: March 18, 2020

_____
NOEL HATCH, Mayor

This page is intentionally blank.

6.2
CITY TREASURER'S REPORT

This page is intentionally blank.

City of Laguna Woods

City Treasurer's Report

For the Month Ended February 29, 2020

CASH AND INVESTMENTS

	Beginning Balances As of 1/31/20	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 2/29/20	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	$ 647,994	$ 330,247	$ (652,718)	$ -	$ 325,523	2.91%	
Cash Balances, Multi-Bank Securities (MBS) Account (Note 4)	$ 250,724	$ 3,329	$ (5,724)	$ (245,000)	$ 3,329	0.03%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	$ 10,555	$ 5,533	$ (3,329)	$ -	$ 12,759	0.11%	
Petty Cash	$ 1,480	$ 20	$ (150)	$ -	$ 1,350	0.01%	
Total Cash and Cash Equivalents	$ 910,753	$ 339,129	$ (661,921)	$ (245,000)	$ 342,962	3.07%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF) (Notes 2 and 3)	$ 6,115,678	$ -	$ -	$ -	$ 6,115,678	54.69%	
Orange County Investment Pool (OCIP) (Notes 2 and 3)	$ 2,136,017	$ -	$ -	$ -	$ 2,136,017	19.10%	
Total Pooled Money Investment Accounts	$ 8,251,695	$ -	$ -	$ -	$ 8,251,695	73.79%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit (fair value) (Note 2 and 4)	$ 2,332,228	$ -	$ -	$ 255,563	$ 2,587,790	23.14%	
Total Investments - Interest and Income Bearing	$ 2,332,228	$ -	$ -	$ 255,563	$ 2,587,790	23.14%	30.00%
TOTAL	$ 11,494,675	$ 339,129	$ (661,921)	$ 10,563	$ 11,182,446	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	$ (1,121,946)	$ 1,447,469	$ 325,523
Cash Balances, MBS Account	$ 3,329	$ -	$ 3,329
Earned Interest in Transit and Accrued Interest, MBS Account	$ 12,759	$ -	$ 12,759
Petty Cash	$ 1,350	$ -	$ 1,350
LAIF	$ 6,115,678	$ -	$ 6,115,678
OCIP	$ 2,136,017	$ -	$ 2,136,017
Certificates of Deposit	$ 2,587,790	$ -	$ 2,587,790
Totals	$ 9,734,977	$ 1,447,469	$ 11,182,446

(See **NOTES** on Page 3 of 3)

City of Laguna Woods

City Treasurer's Report

For the Month Ended February 29, 2020

CASH AND INVESTMENTS

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 4)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
Money Funds and Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)														
38148PTD9	2017-6	GOLDMAN SACHS BANK USA	36 months	11/16/17	11/22/17	245,000	246,068	245,000	2.050	Semi-Annual	05/22/18	Green*	2.050	11/23/20
61747ML58	2018-1	MORGAN STANLEY BK N A SALT LAKE	36 months	02/14/18	02/22/18	100,000	101,125	100,000	2.600	Semi-Annual	08/22/18	Green***	2.600	02/22/21
649447RJO	2018-3	NEW YORK COMMUNITY BANK	24 months	03/23/18	03/28/18	100,000	100,071	100,000	2.450	Semi-Annual	09/28/18	Green***	2.450	03/27/20
05580AMD3	2018-4	BMW BANK NORTH AMERICA	36 months	03/23/18	03/29/18	245,000	248,278	245,000	2.700	Semi-Annual	09/29/18	Green***	2.700	03/29/21
254673RS7	2018-5	DISCOVER BANK (#5649)	36 months	07/11/18	07/18/18	245,000	250,221	245,000	3.000	Semi-Annual	01/18/19	Green***	3.000	07/19/21
90348JEA4	2018-6	UBS BANK USA	48 months	10/01/18	10/05/18	245,000	255,905	245,000	3.250	Monthly	11/05/18	Green***	3.250	10/05/22
61760ARV3	2018-7	MORGAN STANLEY PRIVATE BK NATL	60 months	11/06/18	11/15/18	245,000	262,446	245,000	3.550	Semi-Annual	05/15/19	Green***	3.550	11/15/23
87164YQG2	2018-8	SYNCHRONY BANK RETAIL/MORGAN	60 months	05/19/17	05/19/17	100,000	102,028	97,859	2.470	Semi-Annual	11/19/17	Green***	2.400	05/19/22
02589AA28	2018-9	AMERICAN EXPRESS NATL	60 months	12/04/18	12/04/18	240,000	257,318	240,000	3.550	Semi-Annual	06/04/19	Green***	3.550	12/04/23
33715LCZ1	2018-10	FIRST TECHNOLOGY FED CU MTN VIEW	60 months	12/07/18	12/12/18	245,000	263,257	245,000	3.600	Monthly	01/12/19	Green***	3.600	12/12/23
949763ZA7	2019-1	WELLS FARGO BK N A	60 months	04/09/19	04/10/19	245,000	255,079	245,000	2.850	Monthly	05/10/19	Green*	2.850	04/10/24
75472RBB6	2020-1	RAYMOND JAMES BK NATL ASSN	60 months	02/06/19	04/10/19	245,000	245,992	245,000	1.750	Semi-Annual	08/14/20	Green***	1.750	02/14/25
		Accrued Interest - Month End					12,759							
		Total CDs				**2,500,000**	**2,600,549**	**2,497,859**						

(*) At the time of purchase and until September 2017, CDs were rated or ranked using an IDC Financial Publishing, Inc. (IDC) compiled ranking, and includes a one-number summary rank of quality comprised of 35 key financial ratios. Ranks range from 1 (the lowest) to 300 (the highest) and fall into one of the following six groups per Table 1. Post September 2017, CDs are ranked using the Veribanc Rating System, a two-part color code and star classification system which tests the present standing and future outlook by reviewing an institution's capital strength, asset quality, management ability, earnings sufficiency, liquidity, and sensitivity to market risk. Table 2 below summarizes the Veribanc color rankings. Veribanc star ratings of one to three, with three being best, are used to help review a possible future trend of an institutions health based on metrics from ten prior quarters. A rating of one, two, or three, are not necessarily an indicator of risk or an undesirable investment. The City reviews other rating systems and issuer financials before choosing any investment.

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

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

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

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

Government Pooled Money Investment Accounts (PMIA) (Notes 2 and 3)														
N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	6,115,678	6,115,678	6,115,678	Pending	N/A	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	2,136,017	2,136,017	2,136,017	Pending	N/A	N/A	N/A	N/A	N/A
		Total PMIA				**8,251,695**	**8,251,695**	**8,251,695**						

(See **NOTES** on Page 3 of 3)

City of Laguna Woods

City Treasurer's Report

For the Month Ended February 29, 2020

CASH AND INVESTMENTS

	Beginning Balances As of 1/31/20	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 2/29/20
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT)	$ 107,235	$ -	$ (7)	$ (1,160)	$ 106,067
(CERBT holds all assets and administers the OPEB Trust)					
Total Other Funds - Held in Trust	$ 107,235	$ -	$ (7)	$ (1,160)	$ 106,067

Notes:

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

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

LAIF / The City made no deposits to or withdrawals from the LAIF account. The balance includes an adjustment in the amount of $10,615.43 to report balances at fair market value as of June 2019.

OCIP / The City made no deposits to or withdrawals from the OCIP account. The balance includes an adjustment in the amount of $8,597.30 to report balances at fair market value as of June 2019.

Investments / Upon maturity of the Boston Private Bank Certificate of Deposit in December 2019, $245,000 principal amount was received. The amount was re-invested in Raymond James Bank Certificate of Deposit for a 60 month term at a 1.750% yield rate. Investments were adjusted in the amount of $10,562.50 to report balances at fair market value as of February 2020.

OPEB Trust / The City made no contributions to the OPEB Trust in February 2020. The Trust experienced a net loss of $1,167.18 in February 2020.

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

Pool	Earnings Post	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month / Quarter Gross Yield	Current Month / Quarter Earnings Will Post	Notes
LAIF	Quarterly	$0	N/A	See Notes	April 2020	Total pool interest for February 2020 was 1.912% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
OCIP	Monthly	$0	N/A	See Notes	See Notes	The OCIP February 2020 statement had not been received at the time of this report; balance reported is as of January 31, 2020. Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at January 31, 2020 was $10,798.03. January 2020 interest rate was 1.968% and fees were 0.059%.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of $3,329.08 and transferred out $5,723.61 in cash balances to the City's checking account in February 2020. Cash balances to be invested or paid out are classified separately on page 1 of 3. The City's portfolio also has $12,759.21 in accrued interest, not yet vested.

City Treasurer's Certification

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

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

Elizabeth Torres, City Treasurer

3/12/20
Date

This page is intentionally blank.

6.3
WARRANT REGISTER

This page is intentionally blank.

CITY OF LAGUNA WOODS
WARRANT REGISTER
March 18, 2020

This Report Covers the Period 02/01/2020 through 02/29/2020

	Date	Vendor Name	Description	Amount
Debit		***Automatic Bank Debits***		
Debit	02/04/2020	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/03/2020	1,344.06
Debit	02/04/2020	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/03/2020	2,372.63
Debit	02/04/2020	BUSINESS PLANS, INCORPORATED	Employee Benefit Program / January 2020	291.33
Debit	02/05/2020	BUSINESS PLANS, INCORPORATED	Employee Benefit Program / January 2020	32.05
Debit	02/06/2020	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 1/31/2020	1,313.46
Debit	02/06/2020	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 1/31/2020	17,802.19
Debit	02/06/2020	ADP TAX	Payroll Taxes / Pay Period Ended 1/31/2020	8,315.55
Debit	02/07/2020	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Periods Ended 01/03/2020 and 01/17/2020	355.55
Debit	02/11/2020	CALPERS - HEALTH	Employee Benefit Program / February 2020	4,569.91
Debit	02/11/2020	BUSINESS PLANS, INCORPORATED	Employee Benefit Program / February 2020	35.04
Debit	02/18/2020	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/17/2020	2,379.83
Debit	02/18/2020	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/17/2020	1,785.58
Debit	02/19/2020	BUSINESS PLANS, INCORPORATED	Employee Benefit Program / February 2020	833.32
Debit	02/20/2020	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 2/14/2020	17,509.49
Debit	02/20/2020	ADP TAX	Payroll Taxes / Pay Period Ended 2/14/2020	8,121.90
Debit	02/20/2020	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 2/14/2020	1,313.46
Debit	02/26/2020	COUNTY OF ORANGE - SHERIFF	Law Enforcement Services / February 2020	239,375.15
Debit	02/26/2020	BUSINESS PLANS, INCORPORATED	Employee Benefit Program / February 2020	416.67
Debit	02/27/2020	ADP PAYROLL SERVICES	Payroll Processing Fees / Quarterly and Year End Processing	91.70
Check Number		***Warrants:***		
3675	02/07/2020	360 BUSINESS CONSULTING	Website Hosting / January 2020	200.00
3676	02/07/2020	BALLIET, MICHAEL	Waste Management Consulting Services / December 2019	956.25
3677	02/07/2020	CALIFORNIA BLDG STANDARDS COMM	Building Permit Fee Assessment / October - December 2019	987.30
3678	02/07/2020	CALIFORNIA INTERNET LP	City Hall Internet Service / March 2020	349.00
3679	02/07/2020	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / January 2020	9,425.00
3680	02/07/2020	CIVIL SOURCE	Traffic Engineering / December 2019	15,888.25
3680	02/07/2020	CIVIL SOURCE	Building Inspection & Counter Services / December 2019	30,161.25
3681	02/07/2020	DELTA DENTAL OF CALIFORNIA	Employee Benefits Program / February 2020	246.13
3682	02/07/2020	DEPARTMENT OF CONSERVATION	Strong Motion Instrumentation & Seismic Hazard Mapping Fee / October - December 2019	1,125.50
3683	02/07/2020	HARDY & HARPER, INC	Pavement Management Plan Project	135,560.49
3684	02/07/2020	MARC DONOHUE	Administrative Services / January 2020	200.00
3685	02/07/2020	MICHAEL BAKER INTERNATIONAL	Planning Services / December 2019	10,270.00
3686	02/07/2020	PARETO PLANNING	Planning Services / January 2020	3,450.00
3687	02/07/2020	PARK CONSULTING GROUP, INC	Software Implementation Services / January 2020	2,000.00
3688	02/07/2020	PETTY CASH	Replenish Petty Cash	-
3689	02/07/2020	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / January 2020	12,402.49
3690	02/07/2020	READY RUBBER STAMPS	Office Supplies	66.70
3691	02/07/2020	RICOH USA, INC.	Copier Lease / February 2020	214.20
3692	02/07/2020	RUTAN & TUCKER, LLP	Legal Services / December 2019	5,528.00
3693	02/07/2020	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / January 2020	1,758.67
3694	02/07/2020	TEAM ONE MANAGEMENT SERVICES	Janitorial Services / January 2020	846.22
3695	02/07/2020	THALES CONSULTING INC.	State Controller's Report / Fiscal Year 2018-19	1,060.00
3696	02/07/2020	TYLER TECHNOLOGIES, INC.	Permitting Software / January 2020	2,324.65

CITY OF LAGUNA WOODS
WARRANT REGISTER
March 18, 2020

This Report Covers the Period 02/01/2020 through 02/29/2020

	Date	Vendor Name	Description	Amount
3697	02/07/2020	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 3)	475.80
3698	02/07/2020	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / February 2020	122.28
3699	02/14/2020	ALBERT J DESANTIS	Building Permit Refund	242.00
3700	02/14/2020	ALLIED PRODUCTS	City Hall Flags	149.38
3701	02/14/2020	AT&T	Telephone / 581-9821 / January 2020	48.24
3702	02/14/2020	AT&T	Telephone / 583-1105 / January 2020	20.79
3703	02/14/2020	AT&T	White Pages / February 2020	4.48
3704	02/14/2020	BALLIET, MICHAEL	Waste Management Consulting Services /January 2020	3,081.25
3705	02/14/2020	CALIFORNIA YELLOW CAB	Taxi Voucher Services / January 2020	3,334.00
3706	02/14/2020	CEP AMERICA AUC PC	Pre-Employment Physical	50.00
3707	02/14/2020	COASTAL CURRENT ELECTRIC	Cancelled Permit Refund	90.50
3708	02/14/2020	COUNTY OF ORANGE	800 MHz Communication Charges / January - March 2020	868.00
3709	02/14/2020	COUNTY OF ORANGE	Automated Fingerprint ID System / February 2020	784.00
3710	02/14/2020	GEORGE EMADINEJAD	Cancelled Permit Refund	18.50
3711	02/14/2020	IE, INC	Building Permit Refund	89.00
3712	02/14/2020	KONE INC.	City Hall Elevator Maintenance / February 2020	277.57
3713	02/14/2020	MARTINEZ CATERING	African American History Month Event	300.00
3714	02/14/2020	OBR ARCHITECTURE, INC.	City Hall/Public Library Project	1,750.00
3715	02/14/2020	RICOH USA, INC.	Copier Usage / November - January 2020	62.09
3716	02/14/2020	SLATER BUILDER	Waste Diversion Deposit Refund	2,700.00
3717	02/14/2020	SOUTHERN CALIFORNIA EDISON	Electric Services / January 2020	4,699.55
3718	02/14/2020	STAPLES	Office Supplies / January 2020	326.01
3719	02/14/2020	SUNSET PROPERTY SERVICES	Street Sweeping Services / January 2020	2,832.00
3720	02/14/2020	THE GAS COMPANY	Gas Service - City Hall / January 2020	73.01
3721	02/14/2020	WM CURBSIDE, LLC	HHW, Medicine & Sharps Program / January 2020	3,499.20
3722	02/14/2020	360 BUSINESS CONSULTING	Replacement for Check #3607 dated January 8, 2020	200.00
3723	02/24/2020	CAA	Water Quality Services / January 2020	675.00
3724	02/24/2020	CSG CONSULTANTS INC	Building Plan Check Services / January 2020	2,762.50
3725	02/24/2020	DELL MARKETING L.P.	Computer Equipment	1,013.90
3726	02/24/2020	OFFICE DEPOT	Office Supplies / February 2020	82.29
3727	02/24/2020	RICOH USA, INC.	Copier Usage / January 2020	136.78
3728	02/24/2020	SIEMENS MOBILITY, INC.	Traffic Maintenance / January 2020	1,099.00
3729	02/24/2020	SUSAN FINCH SOLUTIONS	Graphic Design Services / January 2020	180.00
3730	02/24/2020	TONY'S LOCKSMITH & SAFE SERV.	City Hall Maintenance / January 2020	856.34
3731	02/28/2020	BUSINESS PLANS, INCORPORATED	125 Cafeteria Plan Administration / February 2020	100.00
3732	02/28/2020	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / January 2020	5,405.00
3733	02/28/2020	CAPTIONING UNLIMITED	Closed Captioning / February 2020	200.00
3734	02/28/2020	CIVIL SOURCE	Building Inspection & Counter Services / January 2020	36,337.88
3734	02/28/2020	CIVIL SOURCE	Moulton Parkway Traffic Synchronization Maintenance / January 2020	3,165.17
3734	02/28/2020	CIVIL SOURCE	El Toro Road Traffic Synchronization Maintenance / January 2020	782.50
3735	02/28/2020	COUNTY OF ORANGE	Newport Bay Watershed Cost-Share / Fiscal Year 2019-20	8,970.71
3736	02/28/2020	COUNTY OF ORANGE	South Orange County Watershed Management Area Cost-Share / Fiscal Year 2019-20	10,456.46
3737	02/28/2020	DELL MARKETING L.P.	Computer Equipment	822.74
3738	02/28/2020	FOREST PRINTING & COPYING INC	Printing Services	75.43
3739	02/28/2020	MICHAEL BAKER INTERNATIONAL	El Toro Road Drainage and Localized Flooding Analysis / November 2019	4,380.03
3740	02/28/2020	MUNICIPAL CODE CORP	Codification of Ordinances	1,248.11

CITY OF LAGUNA WOODS
WARRANT REGISTER
March 18, 2020

This Report Covers the Period 02/01/2020 through 02/29/2020

	Date	Vendor Name	Description	Amount
3741	02/28/2020	ORANGE COUNTY REGISTER-NOTICES	Public Notices / January 2020	143.10
3742	02/28/2020	PV MAINTENANCE INC	Catch Basin Cleaning / February 2020	2,244.00
3743	02/28/2020	RICOH USA, INC.	Copier Lease / March 2020	214.20
3744	02/28/2020	SAFEGUARD BUSINESS SYSTEMS	Printing Services	213.32
3745	02/28/2020	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 4)	830.95
3746	02/28/2020	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / March 2020	120.01
			Total Bank Debits and Warrants:	**$ 651,892.04**

Petty Cash Expenditures Paid Out (See Note 2)

Elizabeth Torres	Mileage Reimbursement	$14.61
Rebecca Pennington	Mileage Reimbursement	$19.26
	Total Petty Cash:	**$33.87**

TOTAL **$ 651,925.91**

NOTES:

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

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

Note 3 - The table below summarizes credit card expenditures paid via Check #3697 to U.S. Bank totaling $475.80:

Dollar Tree	Office Supplies	$3.23
Pizzeria Amore	City Luncheon	$69.93
Aldi	City Holiday Luncheon	$26.42
Olive Garden	City Holiday Luncheon	$290.92
Sinks Direct	Supplies	$68.99
USPS	Postage	$7.35
Stater Bros	Supplies	$8.96
	Total Credit Card Reimbursement:	**$475.80**

Note 4 - The table below summarizes credit card expenditures paid via Check #3745 to U.S. Bank totaling $830.95:

JM Trophies & Awards	Office Supplies	$14.00
Government Finance Officers Association	Comprehensive Annual Financial Report Review	$460.00
FedEx	Postage	$71.95
NeoGov	Regulatory Programs Analyst Recruitment Posting	$175.00
OCFA	Orange County Fire Authority Awards Dinner / Hatch & Macon	$110.00
	Total Credit Card Reimbursement:	**$830.95**

CITY OF LAGUNA WOODS
WARRANT REGISTER
March 18, 2020

This Report Covers the Period 02/01/2020 through 02/29/2020

Date	Vendor Name	Description	Amount

Administrative Services Director/City Treasurer's Certification

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

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

Elizabeth Torres, Administrative Services Director/City Treasurer

3/12/20
Dated

6.4
FISCAL YEARS 2019-21 BUDGET ADJUSTMENTS

This page is intentionally blank.

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2019-21 BUDGET AND WORK PLAN FOR FISCAL YEAR 2019-20 COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATED TO THE CAPITAL IMPROVEMENT PROGRAM, THE STATE OF CALIFORNIA SENATE BILL 2 PLANNING GRANTS PROGRAM, AND SPECIAL REVENUE FUNDS

WHEREAS, the Fiscal Years 2019-21 Budget ("Budget") and Fiscal Years 2019-20 through 2029-30 Capital Improvement Program ("CIP") was adopted by the City Council on June 26, 2019; and

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

WHEREAS, subsequent to the adoption of the Budget and CIP, increased appropriations became necessary for the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3" due to additional work identified as necessary by the City Engineer; and

WHEREAS, it is necessary for the City Council to increase Fiscal Year 2019-20 appropriations for the Capital Projects Fund in the amount of $7,925, with the appropriations drawn from the unassigned General Fund balance, to provide supplemental funding for the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3"; and

WHEREAS, the unassigned General Fund balance has sufficient funds to accommodate the increased Capital Projects Fund appropriations; and

WHEREAS, subsequent to the adoption of the Budget, the City applied for, and was tentatively awarded, $160,000 from the State of California's Senate Bill 2 ("SB 2") Planning Grants Program; and

WHEREAS, staff recommends that the City Council revise the title of the existing "State of California Budget Appropriation Fund" to "State of California Grants Fund" and increase the Fiscal Year 2020-21 appropriations therein in the

amount of $160,000, with the appropriations drawn from revenue to be received from the SB 2 Planning Grants Program award, to facilitate use of the SB 2 Planning Grants Program award; and

WHEREAS, staff also recommends that the City Council discontinue use of the four Special Revenue Funds classifications ("Transportation," "Public Safety," "Environmental," and "Community Services"), which are informational only and do not affect accounting activities, and instead note which funds are classified as "Special Revenue Funds," in the interest of clarity.

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

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

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

Fiscal Year 2019-20

	Fiscal Year 2019-20 Adopted Budget	*Fiscal Year 2019-20 Carryover Appropriations*	*Fiscal Year 2019-20 Approved Budget Amendments*	*Fiscal Year 2019-20 Amended Budget*
General Fund	$6,368,404	-	$101,092[A]	$6,469,496
Capital Projects Fund	$411,161	-	$187,925[B, D]	$599,086
Special Revenue Funds[E]				
Fuel Tax	$677,769	-	-	$677,769
Road Maintenance & Rehabilitation Program	$275,000	-	-	$275,000
Measure M2 (OC Go)	$260,270	-	-	$260,270
Supplemental Law Enforcement Services	$154,100	-	-	$154,100
Mobile Source Reduction	$7,500	-	-	$7,500
Mobile Source Reduction - Local Government Partnership	-	-	-	-
PEG/Cable Television	$5,000	-	-	$5,000
Senior Mobility	$175,000	-	-	$175,000

Community Development Block Grant (CDBG)	$145,700	-	-	$145,700
Proposition 68 (2018) Per Capita	$118,884	-	-	$118,884
State of California Grants[C, F]	-	-	-	-
Laguna Woods Civic Support Fund	$12,025	-	-	$12,025
TOTAL	$8,610,813	-	$289,017	$8,899,830

[A] Fund Budget Adjustment CC-19/20-01: CalPERS Lump Sum Payments, +$101,092 (R 19-22)
[B] Fund Budget Adjustment CC-19/20-02: Capital Improvements, +$180,000 (R 19-23)
[C] Fund Budget Adjustment CC-19/20-03: Establish New Fund, +$0 (R 19-23)
[D] Fund Budget Adjustment CC-19/20-04: Capital Improvements, +$7,925 (R 20-XX)
[E] Revision of Special Revenue Funds Classifications (R 20-XX)
[F] Revision of Fund Name (R 20-XX)

Fiscal Year 2020-21

	Fiscal Year 2020-21 Adopted Budget	*Fiscal Year 2020-21 Carryover Appropriations*	*Fiscal Year 2020-21 Approved Budget Amendments*	*Fiscal Year 2020-21 Amended Budget*
General Fund	$6,095,437	-	-	$6,095,437
Capital Projects Fund	$210,280	-	$235,000[AA]	$445,280
Special Revenue Funds[DD]				
Fuel Tax	$350,974	-	-	$350,974
Road Maintenance & Rehabilitation Program	$275,000	-	-	$275,000
Measure M2 (OC Go)	$204,988	-	-	$204,988
Supplemental Law Enforcement Services	$158,100	-	-	$158,100
Mobile Source Reduction	$42,500	-	-	$42,500
Mobile Source Reduction - Local Government Partnership	$50,000	-	-	$50,000
PEG/Cable Television	$77,000	-	-	$77,000
Senior Mobility	$175,000	-	-	$175,000
Community Development Block Grant (CDBG)	$150,000	-	-	$150,000
Proposition 68 (2018) Per Capita	$81,116	-	-	$81,116
State of California Grants[BB, EE]	-	-	$660,000[CC, FF]	$660,000

Laguna Woods Civic Support Fund	-	-	-	-
TOTAL	$7,870,395	-	$895,000	$8,765,395

[AA] Fund Budget Adjustment CC-20/21-01: Capital Improvements, +$235,000 (R 19-23)
[BB] New Fund Established in Prior Fiscal Year per Fund Budget Adjustment CC-19/20-03 (R 19-23)
[CC] Fund Budget Adjustment CC-20/21-02: Capital Improvements, +$500,000 (R 19-23)
[DD] Revision of Special Revenue Funds Classifications in Prior Fiscal Year (R 20-XX)
[EE] Revision of Fund Name in Prior Fiscal Year (R 20-XX)
[FF] Fund Budget Adjustment CC-20/21-03: SB 2 Planning Grants Program, +$160,000 (R 20-XX)

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

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

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

_____
NOEL HATCH, Mayor

ATTEST:

_____
YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 20-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2020, by the following vote:

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

_____
YOLIE TRIPPY, CMC, City Clerk

This page is intentionally blank.

6.5
TREE PRUNING AND REMOVAL SERVICES

This page is intentionally blank.

AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
GREAT SCOTT TREE SERVICE, INC.
FOR TREE PRUNING AND REMOVAL SERVICES

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 1st day of April 2020 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Great Scot Tree Service, Inc. ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on April 1, 2020 and ending at 11:59 p.m. on March 31, 2021. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

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

SECTION 11. NONDISCRIMINATION.

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

SECTION 12. UNAUTHORIZED ALIENS.

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

SECTION 13. CONFLICTS OF INTEREST.

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

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

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

SECTION 15. INDEMNIFICATION.

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

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

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

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

SECTION 16. INSURANCE.

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

SECTION 17. ASSIGNMENT.

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

SECTION 18. CONTINUITY OF PERSONNEL.

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

SECTION 19. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 20. DEFAULT.

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

SECTION 21. EXCUSABLE DELAYS.

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

SECTION 22. COOPERATION BY CITY.

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

SECTION 23. NOTICES.

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

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

To CONSULTANT:
Great Scott Tree Service, Inc.
ATTN: President
10761 Court Avenue
Stanton, CA 90680

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

SECTION 24. AUTHORITY TO EXECUTE.

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

SECTION 25. BINDING EFFECT.

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

SECTION 26. MODIFICATION OF AGREEMENT.

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

SECTION 27. WAIVER.

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

SECTION 28. LAW TO GOVERN; VENUE.

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

SECTION 29. ATTORNEYS FEES, COSTS, AND EXPENSES.

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

SECTION 30. ENTIRE AGREEMENT.

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

SECTION 31. SEVERABILITY.

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

SECTION 32. NO THIRD-PARTY BENEFICIARIES.

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

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

CITY OF LAGUNA WOODS:

By_____
Noel Hatch, Mayor

CONSULTANT:

By_____
Scott Griffiths, President

APPROVED AS TO FORM:

_____
David B. Cosgrove, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT shall perform and complete tree pruning and removal services by providing all labor, tools, equipment, materials, and supplies necessary to complete work in a professional, thorough, and timely manner, in accordance with standards and specifications as contained in this "Scope of Services" and this AGREEMENT.

Prevailing Wage

ALL SERVICES PERFORMED BY CONSULTANT UNDER THIS AGREEMENT ARE SUBJECT TO PREVAILING WAGE. In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONSULTANT shall pay to all persons employed on the project by CONSULTANT sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770,1773,17733.1".

California Department of Industrial Relations

CONSULTANT shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 at all times during the term of this AGREEMENT. All services performed by CONSULTANT under this AGREEMENT are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Firm Licensure

1. CONSULTANT shall hold and maintain a valid State of California C-27 (Landscaping) and a C-61/D49 (Limited Specialty/Tree Service) contractor's license at all times during the term of this AGREEMENT.

Standards for Personnel

2. CONSULTANT shall designate a project manager who shall be responsible for overseeing all work performed under this AGREEMENT and coordinating the same with CITY. He or she shall be an International Society of Arboriculture (ISA) Certified Arborist and fluent in the English language. Experience managing municipal contracts is highly desirable.

3. CONSULTANT shall have available a minimum of one (1) Tree Care Industry Association (TCIA) Certified Treecare Safety Professional (CTSP). The CTSP shall be familiar with this Scope of Services and fluent in the English language. Site-specific safety meetings shall occur on a regular basis by the CTSP or an authorized representative of CONSULTANT. The CTSP shall oversee incident investigation by CONSULTANT (see Number 52 herein).

4. CONSULTANT shall provide a minimum of one (1) ISA Certified Tree Worker (CTW) per tree pruning or removal crew. For the purpose of this provision, a "tree pruning or removal crew" shall be defined as all personnel working in a single, geographic work zone.

5. All of CONSULTANT's personnel who work on any tree in or around primary electrical lines (aerial utilities) shall be Qualified Line Clearance Arborists or Arborist Trainees as defined in *ANSI Z133 4.1.4* and *4.2.3*. A Qualified Arborist shall make the determination if the work can be performed maintaining Minimal Approach Distances (*ANSI Z133 Table 1* and *Table 2*). A Qualified Arborist shall also determine if conditions exist to necessitate the de-energizing of aerial utilities. De-energizing shall be coordinated through CITY.

6. At all times during tree pruning or removal activities, CONSULTANT shall have work crews on-site that are represented by a fluent English-speaking supervisor who is familiar with this Scope of Services and can receive and carry out notices provided by CITY.

7. At all times during tree pruning or removal activities, CONSULTANT's personnel shall be dressed in clean, high visibility uniforms, appropriate to the nature of the work performed, with the company name clearly identified. No portion of a uniform shall be removed or not worn. Personnel not in full uniform shall be immediately removed from the work zone.

8. CONSULTANT's personnel shall possess all of the following:

   a. Proper licensure and training for operation of equipment utilized.
   b. Ability to operate equipment in accordance with the manufacturer's recommendations.
   c. Ability to make required operator/mechanical adjustments to the equipment being used.
   d. Knowledge of safety regulations as they relate to tree care and traffic control.
   e. Knowledge of the safety and uniform standards required by this AGREEMENT.

Standards of Practice

9. CONSULTANT shall follow the most current editions of the *American National Standard for Tree Care Operations Pruning Standards (ANSI A300-Part 1)* and the *ISA Best Management Practices-Tree Pruning*, as may change from time-to-time. Any deviations must be approved in writing by CITY prior to such work. CITY shall exercise its sole discretion, and be under no obligation as to timing, in acting to either approve, conditionally approve, or deny requested deviations. CITY may also rescind previous approvals, at any time and for any reason. CITY shall issue all approvals of requested deviations in writing.

10. CONSULTANT shall follow the most current edition of the *American National Standards for Arboricultural Operations Safety Requirements (ANSI Z133)*, as may change from time-to-time. Deviations are expressly prohibited.

11. CONSULTANT shall possess a documented California Division of Occupational Health and Safety (CalOSHA) compliant safety certification for each aerial lift that its personnel use.

12. CONSULTANT shall keep all equipment in good working order and shall maintain, operate, and utilize the same in full compliance with applicable manufacturer's instructions, CalOSHA regulations, and California Department of Transportation (DOT) requirements.

13. CONSULTANT shall hold and maintain, in full force and effect, encroachment permits from CITY (CITY will waive fees) during all work. Encroachment permits applications shall include submittals required by CITY including, at a minimum, a traffic control plan. Interested firms are hereby advised that CITY will not allow more than one lane of traffic per street direction to be closed or impeded at a time, or work to commence earlier than 8 a.m. or occur past 4 p.m., except for duly authorized emergency work. CONSULTANT shall provide all traffic control services and devices (e.g., cones, delineators, signage, and flaggers) as required by encroachment permits and otherwise deemed necessary for the safe conduct of services. At no time shall CONSULTANT commence or carry on with work that presents a hazard to pedestrians or bicycle or vehicle traffic.

14. CONSULTANT shall setup, operate, and stage in a manner that presents the least amount of disruption to residents, businesses, the public, and traffic flow. Equipment shall never be stored or left unattended on a public street, CITY facility, or private property. The staging of equipment shall not be exempt from work hour restrictions (i.e., it shall not commence earlier than 8 a.m. or occur past 4 p.m.).

15. CONSULTANT shall establish and maintain a work zone for each tree pruned or removed using all generally accepted methods for establishing and maintaining such work zone. No individuals other than CONSULTANT's personnel or CITY representatives shall be allowed to enter such work zone. If any other individual enters a work zone, CONSULTANT shall immediately cease all work and the operation of all equipment until the work zone is clear.

16. Tree work is a controlled task. At no time shall CONSULTANT perform work so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). CONSULTANT shall be fully liable for any damage, injury, or death resultant of loss of control incidents. In addition, CONSULTANT shall be responsible for the mitigation of any damages related to loss of control incidents, and indemnification and defense obligations of CITY as set forth in this AGREEMENT.

17. CONSULTANT shall identify the location of all utilities, irrigation components, and/or any public or private property element(s) that could be compromised by any work activity. This pre-inspection shall occur prior to any commencement of work. If identified, CONSULTANT shall take appropriate action to protect the same. If, during the course of the pre-inspection, CONSULTANT identifies damage that existed before the onset of work, CONSULTANT shall document the damage with photographs and report such damage to CITY prior to any commencement of work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo documentation and/or a written report to CITY shall be considered the responsibility of CONSULTANT.

18. While performing work of any type, CONSULTANT shall continually inspect for any hazard related to trees, including uplifted sidewalk segments and defective or weakened trees. Hazardous conditions shall be corrected by CONSULTANT or immediately reported to CITY. At no time shall CONSULTANT work in a hazardous condition.

19. Prior to the commencement of any work in the vicinity of any tree, CONSULTANT shall visually survey each tree, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of CITY. At no time shall CONSULTANT remove any nest or wildlife from its location. In the event that wildlife is accidentally displaced, CONSULTANT shall notify CITY for animal control assistance, which shall be provided at CONSULTANT's cost.

20. For all trees known or suspected to be diseased, and for all California Sycamore trees, CONSULTANT shall disinfect all pruning tools and cutting surfaces with a ten percent (10%) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Used or old solutions shall be disposed of through lawful disposal methods. Dumping used or old solutions, or any component thereof, on the ground, in the gutter, or down the storm drain is prohibited.

21. CONSULTANT shall prevent unnecessary noise resulting from its work and comply with the Laguna Woods Municipal Code's noise standards, as may change from time-to-time.

General Tree Pruning Standards

22. Tree pruning shall be provided on an annual basis and as-needed. Within sixty (60) days from the effective date of this AGREEMENT (April 1, 2020), CONSULTANT shall prune trees in accordance with appendices B and E of the Request for Proposals (RFP) that was released by CITY for Tree Pruning and Removal Services on January 30, 2020. Within thirty (30) days of the completion of such annual tree pruning, CONSULTANT's ISA Certified Arborist shall notify CITY in writing of any additional tree pruning that he or she expects will be necessary during the term of this AGREEMENT for consideration by CITY. Apart from the aforementioned annual tree pruning, CONSULTANT shall only provide tree pruning services as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as-needed tree pruning.

23. CONSULTANT shall prune trees in accordance with CITY specifications and to accomplish CITY's pruning objectives. Pruning objectives may include, but are not limited to, one or more of the following:

    a. Risk Reduction
    b. Clearance
    c. Structural Improvement

d. Health Management
e. Restoration

24. CITY's desire is for all trees to retain a natural look according to their species.

a. CONSULTANT shall prune all trees to retain and develop their natural structure, as defined in the most current version of *ISA Best Management Practices-Tree Pruning*, as may change from time-to-time. Any deviations must be approved in writing by CITY prior to such work. CITY shall exercise its sole discretion, and be under no obligation as to timing, in acting to either approve, conditionally approve, or deny requested deviations. CITY may also rescind previous approvals, at any time and for any reason. CITY shall issue all approvals of requested deviations in writing.

b. Unless specific circumstances warrant, no more than twenty-five percent (25%) of a live tree crown shall be removed in any one growing season.

c. "Topping" and "lion's tailing" are prohibited.

d. The use of climbing spurs/gaffs in the act of tree pruning is prohibited.

25. CONSULTANT's tree pruning shall consist of one or more of the following types to achieve the pruning objective(s):

a. **Crown Cleaning:** Crown Cleaning is the removal of dead, diseased, crowded, crossing, weakly attached, and low-vigor branches and water sprouts from the entirety of the tree crown. It is the preferred pruning type to retain the natural structure of the tree. Competing stems and branches should be subordinated. This type may also be used in combination with Crown Restoration, Reduction, and Raising pruning.

b. **Crown Thinning:** Crown Thinning includes Crown Cleaning and the selective removal of branches to increase light penetration and air movement into and through the tree crown. Crown Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Consideration shall be given to the ability of the tree to tolerate this type of pruning. Care shall be used to avoid stripping branches of all foliage at the interior of the crown. That practice, known as "lion's tailing," disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds. Crown Thinning can emphasize the structural beauty of trunks and branches, as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than 25% of the live foliage be removed. This type may also be used in combination with Crown Restoration, Reduction, and Raising pruning.

c. **Crown Raising:** Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles, signs, lights, and pedestrians. Consideration shall be given to the ability of the tree to tolerate this type of pruning. CONSULTANT shall maintain street clearance to a safe distance above the public right-of-way at a minimum of

eight (8) feet above the surface of a public sidewalk or pedestrian way and fourteen (14) feet above the surface of a public street. Crown Cleaning may also occur as necessary.

d. **Crown Reduction:** Crown Reduction is used to reduce the height and/or spread of a tree. Consideration shall be given to the ability of the tree to tolerate this type of pruning. "Topping" shall not occur. Crown Reduction shall be accomplished using reduction cuts (drop-crotch), not heading cuts. Crown Cleaning shall accompany a Crown Reduction. No more than 25% of the live crown shall be removed in any one growing season.

e. **Crown Restoration:** Crown Restoration is corrective pruning used as a means to restore the form of tree crowns that have been previously damaged by wind events or poor pruning practices. The natural structure of the tree shall be restored. Multiple Crown Restorations, over time, may be necessary. Only ISA Certified Tree Workers and Arborists shall perform this type of work.

f. **Selective/Safety Pruning:** Selective/Safety Pruning is the select pruning and removal of specific branches(s) of a tree. A Safety Prune is employed as a means of eliminating potentially hazardous limbs (broken/dead/dying) from the crown of a tree when an entire pruning of the tree is not warranted. Crown Cleaning shall also occur as necessary.

g. **Palm Pruning:** Palm Pruning relates to Queen Palms (*Syagrus romanzoffianum*) and Mexican Fan Palms (*Washingtonia robusta*). Stalks shall be pruned to a 45-degree angle. Loose petiole bases shall be removed each time the crown is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.

h. **Structural Pruning of Small/Young Trees:** In order to promote the development of good structure, small, young, and recently-planted trees shall be pruned minimally with a focus on removing crossing branches, ensuring adequate branch spacing, and encouraging the development of one dominant leader (except in cases of multi-trunked trees). If co-dominant leaders are present – and, if possible – one shall be removed or subordinated with a proper reduction cut. No branch diameters should exceed 50% of the diameter of the stem at the point of attachment.

26. CONSULTANT shall prune trees to prevent branch and foliage interference with safe public passage. This activity shall be included with each pruning type set forth in Number 25 herein, as necessary. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, CONSULTANT shall not prune the tree until such time as direction is obtained from CITY. CONSULTANT shall maintain street clearance to a safe distance above the public right-of-way at a minimum of eight (8) feet above the surface of a public sidewalk or pedestrian way and fourteen (14) feet above the surface of a public street.

27. CONSULTANT shall remove and control all tree limbs in a manner that causes no damage to other parts of the tree, or to other plants or property.

28. CONSULTANT shall remove all broken, dead, dying, or loose branches and branch stubs. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed; the live collar should remain intact and uninjured.

29. CONSULTANT shall subordinate or remove branches that are developing in a manner as to become larger than the limbs they originate from.

30. When encountering limbs that are weighted with more foliage than the limb is likely to support, CONSULTANT shall selectively prune branches toward the end of the limb in order to reduce end weight and, thus, decrease the likelihood of limb failure.

31. CONSULTANT shall selectively prune branches that create sight line conflicts with traffic control signs, traffic control devices, and/or wayfinding signs.

32. CONSULTANT shall selectively prune branches that are within five (5) feet of a structure.

33. CONSULTANT shall clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.

34. CONSULTANT shall prune trees to maintain a balanced appearance when viewed from the side of the street immediately opposite the tree, unless authorized, in writing, by CITY to do otherwise.

35. CONSULTANT shall remove all vines (including ivy and mistletoe) that are entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.

36. CONSULTANT shall immediately notify CITY of all observed infestations of termites, bees, hornets, wasps, or rats.

37. CONSULTANT shall prune all trees six (6) inches in diameter or less with hand saws, pole pruners, or other hand tools only.

38. CONSULTANT shall remove any extraneous and unnecessary metal, wire, rubber, or other material interfering with tree growth whenever possible.

39. CONSULTANT shall immediately notify CITY if any cable or guy wire installed for a tree is found to be broken, excessively loose, or girdling the stem.

Tree Removal Standards

40. CONSULTANT shall only provide tree removal services as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as-needed tree removal.

41. Tree removal consists of the removal of the entirety of a tree, including the removal of the associated stump (unless located on a slope and required for soil stability) and root system.

42. CONSULTANT shall identify the location of all utilities and public and private property landscape irrigation components prior to tree removal. CONSULTANT shall notify CITY, in writing, of any condition that prevents the removal of a tree. CONSULTANT shall be held responsible for any damage that occurs once the process of removing a tree and/or associated grinding begins.

43. CONSULTANT shall not remove any tree without first field verifying with CITY that the tree being considered is indeed the tree to be removed.

44. CONSULTANT shall grind stumps, including the root flare, to a depth of not less than eighteen (18) inches or until stump material is removed. Surface roots shall be traced and ground to a depth of not less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.

45. While loading and handling debris, CONSULTANT shall maintain control at all times so as not to result in damage to public or private property. In addition, CONSULTANT shall not drop brush, limbs, logs, or other debris so as to create undue noise or shock impact related damage to public or private property.

46. CONSULTANT shall be responsible for the repair of any damaged public or private property, including any irrigation system components damaged during tree removal. Repairs shall be made using components matching those that were damaged.

Clean-up and Waste Disposal

47. CONSULTANT shall rake all lawn areas and sweep all streets and sidewalks at the end of each day before the work is completed. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of work.

48. CONSULTANT shall promptly and lawfully remove brush, limbs, logs, and any other debris resulting from any tree pruning or removal within one (1) hour following completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean-up personnel or equipment ceases to function or becomes otherwise unavailable. Under no circumstance shall debris be allowed to create a hazardous condition.

49. CONSULTANT shall not permit any personnel or member of the public to collect, salvage, or remove any brush, limbs, logs, or other debris resulting from tree pruning or removal.

50. CONSULTANT shall divert at least sixty-five percent (65%) of the debris resulting from any tree pruning or removal from landfills and transformation facilities. If CONSULTANT

chooses to utilize a third-party to haul debris, it shall be a requirement to use Waste Management of Orange County (Waste Management Collection and Recycling, Inc.).

51. CONSULTANT shall provide CITY with documentation of the tonnage and composition of debris disposed of, and the manner and location of disposition, before any compensation is provided for services rendered.

Injury or Death Incident Reporting

52. CONSULTANT shall report to CITY any incident that occurs during work, and results in any injury or death, within one (1) hour of occurrence. CONSULTANT shall prepare and submit a written report to CITY within twenty-four (24) hours of any such incident. CONSULTANT's CTSP shall oversee CONSULTANT's investigation and reporting, and shall also submit a report to CITY within fourteen (14) days determining root causes of the incident with follow-up mitigation actions by CONSULTANT.

Property Damage Reporting and Repair

53. Should any structure or property be damaged during CONSULTANT'S work, CONSULTANT shall notify the property owners and CITY within one (1) hour of occurrence. CONSULTANT shall make all arrangements for repairs to damaged property within forty-eight (48) hours of occurrence, except utility lines, which shall be repaired within twenty-four (24) hours of occurrence. CONSULTANT shall be solely responsible for contacting all utilities, property owners, and contractors required to complete such repairs. Repairs shall be made in accordance with the appropriate building codes under permits issued by CITY (CITY will not waive fees) and other laws and regulations, as applicable. Repairs shall be made using components matching those that were damaged.

54. CONSULTANT shall pay special attention to existing irrigation systems, plant material, landscape features, lights, and utility boxes on CITY property in order to avoid damage. Any damage that occurs to those areas shall be repaired on the same day that the damage occurs, unless otherwise authorized by CITY.

EXHIBIT "B"

COMPENSATION

*Table 1-1: Compensation Schedule – Tree Pruning Services in accordance with appendices B and E of the Request for Proposals (RFP) that was released by CITY for Tree Pruning and Removal Services on January 30, 2020; quantifies modified thereafter**

A	B	C	D	E	F
Botanical Name	**Common Name**	**Number of Trees**	**Scope** *(refer to Number 25 in Section 1.4 of this RFP)*	**Rate per Tree**	**Total Rate by Botanical Name** *(Column C x E)*
Afrocarpus gracilior	Podocarpus	2	Crown Cleaning & Crown Thinning	$60	$120
Arbutus cv. Marina	Marina strawberry tree	4	Crown Cleaning & Crown Thinning	$45	$180
Cassia leptophylla	Gold medallion tree	2	Crown Cleaning & Crown Thinning	$50	$100
Cercis canadensis	Eastern redbud	31	Structural Pruning of Small/Young Trees	$15	$465
Cercis occidentalis	Western redbud	6	Structural Pruning of Small/Young Trees	$15	$90
Chilopsis linearis	Desert willow	2	Crown Cleaning & Crown Thinning	$60	$120
Corymbia citriodora	Lemon-scented gum	7	Crown Cleaning & Crown Thinning	$85	$595
Cupaniopsis anacardioides	Carrotwood	6	Crown Cleaning & Crown Thinning	$50	$300
Eucalyptus spp.	Eucalyptus species	38	Crown Cleaning & Crown Thinning	$85	$3,230
Ficus spp.	Ficus species	10	Crown Cleaning & Crown Thinning	$115	$1,150
Fraxinus uhdei	Shamel ash	7	Crown Cleaning & Crown Thinning	$60	$420
Geijera parviflora	Australian willow	112	Crown Cleaning & Crown Thinning	$40	$4,480
Jacaranda mimosifolia	Jacaranda	1	Crown Cleaning & Crown Thinning	$60	$60
Koelreuteria bipinnata	Chinese flame tree	1	Crown Cleaning & Crown Thinning	$60	$60
Lagerstroemia indica	Crape myrtle	59	Crown Cleaning & Crown Thinning	$30	$1,770
Liriodendron tulipifera	Tulip tree	22	Structural Pruning of Small/Young Trees	$15	$330
Magnolia grandiflora	Southern magnolia	148	Crown Cleaning & Crown Thinning	$35	$5,180
Olea europaea	Olive tree	58	Crown Cleaning & Crown Thinning	$60	$3,480
Pinus canariensis	Canary Island pine	31	Crown Cleaning & Crown Thinning	$65	$2,015
Pinus halepensis	Aleppo pine	2	Crown Cleaning & Crown Thinning	$125	$250
Platanus racemosa	California sycamore	101	Crown Cleaning & Crown Thinning	$75	$7,575
Schinus molle	California pepper	1	Crown Cleaning & Crown Thinning	$65	$65
Schinus terebinthifolius	Brazilian pepper tree	59	Crown Cleaning & Crown Thinning	$65	$3,835
Searsia lancea	African sumac	91	Crown Cleaning & Crown Thinning	$75	$6,825
Syagrus romanzoffiana	Queen palm	18	Palm Pruning	$45	$810
Ulmus parvifolia	Chinese elm	4	Crown Cleaning & Crown Thinning	$60	$240
Washingtonia robusta	Mexican fan palm	3	Palm Pruning	$55	$165
Xylosma congestum	Shiny xylosma	14	Crown Cleaning & Crown Thinning	$35	$490
	TOTAL	840		GRAND TOTAL	$44,400

* In the event that CITY further modifies appendices B and/or E of the Request for Proposals (RFP) that was released

by CITY for Tree Pruning and Removal Services on January 30, 2020, such modifications shall be made at the "Rate per Tree" contained in Column E.

As-Needed Tree Pruning Services

Table 1-2: Compensation Schedule – As-Needed Services

Description *(for "Service Request Prune" services, botanical names are listed; for common names refer to Table 1-1)*	**Rate**
Service Request Prune - Afrocarpus gracilior	$60 per tree
Service Request Prune - Arbutus cv. Marina	$45 per tree
Service Request Prune - Cassia leptophylla	$50 per tree
Service Request Prune - Cercis canadensis	$15 per tree
Service Request Prune - Cercis occidentalis	$15 per tree
Service Request Prune - Chilopsis linearis	$60 per tree
Service Request Prune - Corymbia citriodora	$85 per tree
Service Request Prune - Cupaniopsis anacardioides	$50 per tree
Service Request Prune - Eucalyptus spp.	$85 per tree
Service Request Prune - Ficus spp.	$115 per tree
Service Request Prune - Fraxinus uhdei	$60 per tree
Service Request Prune - Geijera parviflora	$40 per tree
Service Request Prune - Jacaranda mimosifolia	$60 per tree
Service Request Prune - Koelreuteria bipinnata	$60 per tree
Service Request Prune - Lagerstroemia indica	$30 per tree
Service Request Prune - Liriodendron tulipifera	$15 per tree
Service Request Prune - Magnolia grandiflora	$35 per tree
Service Request Prune - Olea europaea	$60 per tree
Service Request Prune - Pinus canariensis	$65 per tree
Service Request Prune - Pinus halepensis	$125 per tree
Service Request Prune - Platanus racemosa	$75 per tree
Service Request Prune - Schinus molle	$65 per tree
Service Request Prune - Schinus terebinthifolius	$65 per tree
Service Request Prune - Searsia lancea	$75 per tree
Service Request Prune - Syagrus romanzoffiana	$45 per tree
Service Request Prune - Ulmus parvifolia	$60 per tree
Service Request Prune - Washingtonia robusta	$55 per tree
Service Request Prune - Xylosma congestum	$35 per tree

Continued from page 2 **Description** *(for "Service Request Prune" services, botanical names are listed; for common names refer to Table 1-1)*	**Rate**
Service Request Prune Labor	$100 per person/per hour
Tree & Stump Removal	$64 per inch
Tree Only Removal	$49 per inch
Stump Only Removal	$19 per inch
Crew Rental*	$100 per person/per hour
Emergency Crew Rental*	$135 per person/per hour
Emergency Crew Rental* (Double Overtime/Sunday/Holiday**)	$165 per person/per hour

* Crew Rental and Emergency Crew Rental rates apply only for extraordinary as-needed services (e.g., difficult access, pruning beyond International Society of Arboriculture standards, etc.).

** Double Overtime applies to any employee who works over 12 hours in a day and in excess of 8 hours worked on the seventh consecutive day. Holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, and Christmas Day.

Other Notes

The rates set forth in Table 1-1 and Table 1-2 are "all inclusive". CITY shall not provide separate or supplemental compensation to CONSULTANT.

EXHIBIT "C"

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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

6.6
GENERAL PLAN ANNUAL REPORT

This page is intentionally blank.

City of Laguna Woods

General Plan Annual Report 2019

Planning & Environmental Services Department

City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637
T: (949) 639-0500
TTY: (949) 639-0535
F: (949) 639-0591

Prepared by:
Rebecca M. Pennington
Development Programs Analyst
rpennington@cityoflagunawoods.org

March 18, 2020

Period of this Annual Report

This General Plan Annual Report is for the 2019 calendar year (January – December 2019).

Purpose of this Annual Report

California Government Code Section 65400 requires the City to provide by April 1 of each year an annual report to the City Council, the Governor's Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) that includes all of the following:

(A) The status of the City's General Plan and progress in its implementation.

(B) The progress in meeting the City's share of regional housing needs determined pursuant to California Government Code Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to California Government Code Section 65583(3)(c).

(C) The number of housing development applications received by the City in the prior year.

(D) The number of units included in all development applications to the City in the prior year.

(E) The number of units approved and disapproved by the City in the prior year.

(F) The degree to which the City's approved General Plan complies with the guidelines developed and adopted pursuant to California Government Code Section 65040.2 and the date of the last revision to the City's General Plan.

(G) A listing of sites rezoned to accommodate that portion of the City's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory required by California Government Code sections 65583(1)(c) and 65584.09. The listing of sites must also include any additional sites that may have been required to be identified by California Government Code Section 65863.

(H) The number of net new units of housing, including both rental housing and for-sale housing, that have been issued a completed entitlement, a building permit, or a certificate of occupancy by the City, thus far in the housing element cycle, and the income category, by area median income category, that each unit of housing satisfies. This production report must, for each income category, distinguish between the number of rental housing units and the number of for-sale units that satisfy each income category. This production report must include, for each entitlement, building permit, or certificate of occupancy, a unique site identifier which must include the assessor's parcel number, but may include street address, or other identifiers.

(I) The number of applications submitted to the City pursuant to California Government Code Section 65913.4(a), the location and the total number of developments approved by the City pursuant to California Government Code Section 65913.4(b), the total number of building permits issued by the City pursuant to California Government Code Section 65913.4(b), the total number of

units including both rental housing and for-sale housing by area median income category constructed within the City's jurisdiction using the process provided for in California Government Code Section 65913.4(b).

As required by California Government Code Section 65400, the housing element portion of the annual report must be prepared through the use of standards, forms, and definitions adopted by HCD, and be considered at a public meeting before the City Council where members of the public must be allowed to provide oral testimony and written comments. The public meeting for this 2019 General Plan Annual Report was held concurrent with the City Council's regular meeting on March 18, 2020.

General Plan Background and Amendments

Preparation of the Laguna Woods General Plan began with a series of community workshops held in early 2001. Perspectives and issues presented by members of the community set the course for the new General Plan. The General Plan Coordinating Committee, appointed by the City Council, considered each draft-component of the new General Plan and provided input at monthly meetings from February 2001 through June 2002. The Community Services Committee provided input on the draft document at public meetings in March and August 2002. In September 2002, the Planning Advisory Committee recommended that the City Council certify the Environmental Impact Report prepared in conjunction with the General Plan and adopt the draft General Plan. The City Council held a public hearing, certified the Environmental Impact Report, and adopted the General Plan on October 16, 2002. The General Plan Housing Element was subsequently certified by HCD on April 7, 2003.

State law allows the City to amend its General Plan a maximum of four times per year. Amendments may be proposed and acted upon at any time during the year and one action may include multiple amendments. Amendments require a public hearing by the City Council and evaluation of environmental impacts as required by the California Environmental Quality Act (CEQA).

A summary of all adopted General Plan amendments is included in Table 1.

Table 1 – Adopted General Plan Amendments

Date of Amendment	Title of Amendment	Description of Amendment
October 2005	General Plan Amendment (GPA 05-01)	General Plan Amendment to change a property from Commercial to High Density Residential
July 2007	General Plan Amendment (GPA 07-01)	General Plan Amendment for the annexation of 170 acres of land for Open Space
January 2009	General Plan Housing Element Update	Housing Element Update

Table continued on page four.

Table continued from page three.

Date of Amendment	Title of Amendment	Description of Amendment
December 2010	General Plan Land Use Element and Map Amendment	General Plan Amendment incorporating new "Residential Community" and "Community Facilities" land use designation and reflecting a private community name change from "Leisure World" to "Laguna Woods Village"
June 2013	General Plan Circulation Element Update	Addition of a road definition and updates to ensure consistency with the Master Plan of Arterial Highways (MPAH)
February 2014	General Plan Housing Element Update	Housing Element Update (streamlined option)
April 2014	General Plan Safety Element Update	Comprehensive update of the Safety Element
July 2015	General Plan Conservation Element Update	Comprehensive update of the Conservation Element
July 2015	General Plan Amendment (GPA 15-19)	General Plan Amendment to change the land use designation for eight parcels from "Urban Activities Center" to "Open Space"
August 2017	General Plan Land Use Element Amendment (GPA/ZC-1169)	General Plan Amendment related to Urban Activities Center (UAC) properties, including changes in land use designations for six parcels and deletion of the UAC land use designation

Status of General Plan Update

A General Plan update is currently underway. In addition to addressing emerging issues and community priorities, the General Plan will be updated to ensure compliance with state law and revise implementing policy frameworks (goals, policy objectives, implementation actions). The update is primarily focused on circulation (mobility), land use, and noise, with the expectation that housing and related updates will follow as required in connection with the "6th cycle" Regional Housing Needs Assessment process. A 25-year planning horizon will allow for a long-term approach to critical issues.

At this point, staff anticipates that the updated General Plan and accompanying Environmental Impact Report will be presented to the City Council for consideration during the 2020 calendar year.

City's Responsibility

The effectiveness of the General Plan ultimately depends on how it is implemented and maintained over time. The implementation and maintenance of the General Plan is the responsibility of the City Council and all City departments. State law requires that most actions of cities affecting the physical environment be consistent with the General Plan.

In addition to the City, several other government agencies (e.g., Orange County Fire Authority, Orange County Sheriff's Department, El Toro Water District) provide services within the City's boundaries. While those agencies are neither a part of the City's operational structure nor directly responsible for implementation of the General Plan, the City coordinates its activities with those agencies and relies on their assistance for full implementation of the General Plan.

Status of General Plan Implementation Actions

The City's implementation of the General Plan is ongoing and largely achieved through the adoption of City Council directives, policies, ordinances, and resolutions; incorporation into governmental activities of applicable departments; and, processing of development applications and entitlements. The City's consideration of the General Plan occurs on a routine basis; implementation is progressing, concurrent with the General Plan update that is currently underway. The City's budgets, work plans, capital improvement programs, comprehensive annual financial reports, highlights dashboards, ordinances, and resolutions more specifically describe the City's actions associated with implementation of the General Plan. To obtain copies of those documents, please contact the City Clerk's Office at (949) 639-0500.

A review of the implementation status of the General Plan Housing Element, including progress toward meeting the City's Regional Housing Needs Assessment allocation, is provided below.

Housing Element Annual Progress Report

The Regional Housing Needs Assessment (RHNA) is mandated by state law as a part of the periodic process of updating general plan housing elements. The RHNA quantifies the need for housing within cities and unincorporated areas during specified planning periods. The Southern California Association of Governments (SCAG) develops the RHNA for the City. Table 2 summarizes the City's RHNA allocation for the "5th cycle" from October 2013 to October 2021.

Table 2 – City's RHNA Allocation

Income Category	**RHNA Allocation (Dwelling Units)**
Extremely Low Income/Very Low Income	1
Low Income	1
Moderate Income	0
Above Moderate Income	0
TOTAL	2

Note: The following Housing Element Annual Progress Report forms and tables are required, or requested, to be submitted to HCD and OPR. The forms and tables are protected by HCD, which restricts the type of data that can be entered. As a result, some fields appear blank when the reportable figure is zero.

Attached:

Start Here *(1 page)*

Table A – Housing Development Applications Submitted *(2 pages)*

Table A2 – Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units *(4 pages)*

Table B – Regional Housing Needs Allocation Progress *(1 page)*

Table C – Sites Identified or Rezoned to Accommodate Shortfall Housing Need *(1 page)*

Table D – Program Implementation Status pursuant to GC Section 65583 *(5 pages)*

Table E – Commercial Development Bonus Approved pursuant to GC Section 65915.7 *(1 page)*

Table F – Units Rehabilitated, Preserved and Acquired for Alternate Adequate Sites pursuant to Government Code section 65583.1(c)(2) *(1 page)*

Table G – Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of *(1 page)*

Summary *(1 page)*

Please Start Here

General Information	
Jurisidiction Name	Laguna Woods
Reporting Calendar Year	2019
Contact Information	
First Name	Rebecca
Last Name	Pennington
Title	Development Programs Analyst
Email	rpennington@cityoflagunawoods.org
Phone	9496390500
Mailing Address	
Street Address	24264 El Toro Road
City	Laguna Woods
Zipcode	92637

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated.

v 12_23_19

ITEM 6.6

Jurisdiction	Laguna Woods	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §

Table A

Housing Development App

Project Identifier					Unit Types		Date Application Submitted	Pr	
1					2	3	4		
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted
Summary Row: Start Data Entry Below								0	0
N/A									

ITEM 6.6

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

;6202)

lications Submitted

'oposed Units - Affordability by Household Incomes						Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes
5					6	7	8	9	10
Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes+
0	0	0	0	0	0	0	0	0	
					0		0		

ITEM 6.6

Jurisdiction	Laguna Woods	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REP
Housing Element Implementation
(CCR Title 25 §6202)

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and C

Project Identifier					Unit Types		Affordability by Household Incomes - Comp				
1					2	3	4				
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted
Summary Row: Start Data Entry Below							0	0	0	0	0
N/A											

ITEM 6.6

ORT

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ompleted Units

leted Entitlement				Affordability by Household Incomes - Building Permits							
		5	6	7							8
Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued
0	0		0	0	0	0	0	0	0	0	
			0								

ITEM 6.6

	Affordability by Household Incomes - Certificates of Occupancy										Streamlining
9	10							11	12	13	14
# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N
0	0	0	0	0	0	0	0		0	0	0
0									0		

ITEM 6.6

Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
15	16	17	18	19	20			21
Infill Units? Y/N+	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/Destroyed Units+	Demolished or Destroyed Units+	Demolished/Destroyed Units Owner or Renter+	Notes+
					0	0	0	

ITEM 6.6

Jurisdiction	Laguna Woods	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1											1
	Non-Deed Restricted												
Low	Deed Restricted	1											1
	Non-Deed Restricted												
Moderate	Deed Restricted												
	Non-Deed Restricted												
Above Moderate													
Total RHNA		2											
Total Units													2

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

ITEM 6.6

Jurisdiction	Laguna Woods	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Type of Shortfall	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Type of Shortfall	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	
N/A																	

ITEM 6.6

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	Laguna Woods	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1.A.1: Provide a progress report on the 2014-2021 Housing Element programs and quantified objectives as part of the annual General Plan status reports to the State.	Maintain and improve residential neighborhoods and support quality housing for all residents.	Ongoing 2014-2021 starting in 2015	Ongoing: This is the City's normal practice.
1.B.1: Continue to promote on-going building maintenance activities. To promote building maintenance, the City will: • Identify available funds for building maintenance activities and energy efficiency upgrades. • Disseminate public information on available housing programs, such as the energy efficient equipment retrofit program (CDBG) at public counters and the City's website. • Assist property owners and property managers in their efforts to identify and mitigate housing maintenance issues.	Maintain and improve residential neighborhoods and support quality housing for all residents.	Ongoing 2014-2021; Identify available funds on an annual basis; Disseminate information: Ongoing 2014-2021	Ongoing: In 2010, the City obtained a California Energy Commission grant using federal funds to retrofit City Hall with dual-pane, low-E windows and energy efficient lighting and heating, ventilation, and air conditioning equipment. The project modeled energy efficiency retrofits to property owners and property managers. Through June 2017, the City offered a CDBG funded Residential Energy Efficiency Improvement Program. The City provides resources and assistance, daily, regarding housing maintenance, at the building counter and via building inspections.
2.A.1: Work with property owners in the development of Specific Plans to guide the development of Urban Activities Center parcels to include residential development.	Promote and encorage the development of housing opportunities to accommodate current and projected housing need.	Specific Plan adoption before 2015	Abandoned: In 2017, after receiving an application from the property owner, the City amended the Land Use Element of the City's General Plan to delete the Urban Activities Center land use designation. All properties formerly designated as Urban Activities Center have been re-designated and rezoned.
2.A.2: Work with commercial property owners to establish residential/commercial mixed use development standards for the City's Commercial land use district.	Promote and encorage the development of housing opportunities to accommodate current and projected housing need.	Amend municipal code before 2015	Not yet Implemented: Sufficient housing opportunities to accommodate the City's RHNA allocation exist without the establishment of mixed use development standards.

2.B.1: Participate in the County of Orange Consolidated Plan program and in the Continuum of Care to provide housing for special needs populations, particularly extremely and very low income persons. Participation will include assigning a representative to participate in meetings and events sponsored by these programs. In addition, the Resource Guide for Orange County Homeless and other publications that support the program goals will be distributed from City Hall.	Promote and encorage the development of housing opportunities to accommodate current and projected housing need.	2014-2021	Ongoing: The City participated in the development of the County of Orange's Consolidated Plan for the years 2010 to 2015, and 2015 to 2019. In 2015, the City hosted one of the County of Orange's Consolidated Plan Community Workshops at City Hall. Various homeless resources, including County of Orange-produced resources, are available from City Hall.
2.B.2: Revise the Laguna Woods Zoning Ordinance to identify zones that will allow the development of transitional housing facilitate transitional housing and supportive housing developments that serve extremely and very low income households, consistent with Government Code Section 65583(c)(1). Because transitional and supportive housing can be configured in different ways – either as regular multi-family housing or as group quarters the Zoning Ordinance amendment will ensure that transitional and supportive housing that function as a residential use will be treated as residential uses and only subject to those restrictions that apply to other residential uses of the same type in the same zone.	Promote and encorage the development of housing opportunities to accommodate current and projected housing need.	Within one year from adoption of the Housing Element	Implemented: Chapter 13.23 of the Laguna Woods Municipal Code, adopted in 2011. Laguna Woods Municipal Code amended in 2018, see Ordinance No. 18-05.
2.B.3: Review and revise the Laguna Woods Zoning Ordinance 13.23 in regards to emergency homeless shelters to ensure compliance with Government Code Section 65583(a)(4).	Promote and encorage the development of housing opportunities to accommodate current and projected housing need.	Within one year from adoption of the Housing Element	Implemented: Chapter 13.23 of the Laguna Woods Municipal Code, adopted in 2011, amended in 2018.

3.A.1: Encourage and facilitate the development of affordable housing by: • Supporting non-profit organizations that address housing issues. • Serving as an intermediary between non-profit organizations and interested residential developers. • Assisting in application preparation and other efforts to secure funding sources for development of housing for extremely low-, very low-, low- and moderate-income residents. • Making available regional and local housing program information to residents, and assisting residents in contacting housing assistance organizations. • Inform interested developers about the range of housing allowed in areas outside of Laguna Woods Village, including housing for families. • Inform interested developers about the State density bonus program incentives available for development of affordable housing.	Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.	2014-2021	Ongoing: The City encourages the development of affordable housing as required by state law. Resources, information, and assistance for developers and other interested parties are available from City Hall. 17 specifically-designated affordable housing units are located in Laguna Woods. In 2019, the City received no applications for new affordable housing developments.
3.A.2: Continue to encourage and facilitate the use of the City's density bonus provisions to provide affordable housing opportunities. Revise the density bonus provisions as necessary in the City's Municipal Code to be consistent with State density bonus law.	Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.	Municipal Code Amendment: As required; ongoing for use of the provisions	Ongoing: Section 13.26.040 of the Laguna Woods Municipal Code, adopted in 2013, amended in 2018.

3.A.3: Encourage residents to apply, when available, for the Section 8 rental assistance program (through County of Orange Housing Authority) for extremely and very low-income rental households. Inform local rental property owners and eligible residents of Section 8 assistance and Section 8 waitlist openings through flyers and the City's website. Provide technical assistance during the application process to interested residents. While the City endeavors to maintain the current level of assistance through the Section 8 (72 vouchers) program, the City has no jurisdiction over the funding and operation of the Section 8 voucher program.	Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.	2014-2021: Advertising and technical assistance contingent on Section 8 waitlist openings	Ongoing: The City receives information and application forms for Section 8 housing through the County of Orange and makes them available to residents from City Hall.
3.A.4: Continue to use CDBG funds to fund projects that improve and maintain the quality of the City's housing stock and residential infrastructure. While the City endeavors to maintain the current level of assistance through the CDBG program, the City has no jurisdiction over the funding and operation of CDBG program.	Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.	Ongoing 2014-2021	Ongoing: Through June 2017, the City offered a CDBG-funded Residential Energy Efficiency Improvement Program. Uncertainty surrounding the future availability of CDBG funds, as well as the impact of increasing compliance requirements and law enforcement costs on City resources, resulted in the end of the program. Staff continues to evaluate other potential, future uses of CDBG housing rehabilitation funds.
3.A.5: The City has received no complaints regarding any discriminatory actions and will continue to enforce all fair housing law. The City Manager is responsible for addressing and/or referring fair housing complaints and questions to the Fair Housing Council of Orange and/or HUD. The City will provide information on fair housing rights and responsibilities, and seek to remedy known acts of discrimination within the community. The City will disseminate fair housing information at City Hall and throughout Laguna Woods in a variety of community places.	Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.	Ongoing 2014-2021	Ongoing: Fair housing assistance, resources, and information is available from City Hall, through the City's code enforcement operation, and upon request.

3.A.6: Review city processes and procedures as they pertain the establishment of new housing, including market rate and all forms of affordable housing to remove undue constraints which hinder the development of new housing opportunities.	Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.	Review permit processes and procedures by the end of 2015	Ongoing: City staff has identified no undue constraints which hinder the development of new housing opportunities.
3.A.7: Research potential funding sources (grants, loans, and other funds) which can be used towards the planning and development of affordable housing.	Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.	Ongoing 2014-2021	Ongoing: City staff continues to explore sources of funding to assist with affordable housing development.
4.A.1: Partner with property owners to identify and accomplish the retrofit of dwelling units and common facilities for handicapped accessibility. The City will participate at board meetings of the housing mutuals and the Golden Rain Foundation, the principal property owner in the City, to encourage retrofitting.	Facilitate housing, transportation and physical accommodations to aid persons with disabilities.	2014-2021	Not yet Implemented: While City officials often meet with the representatives of major property owners, a mutual approach to promoting retrofitting within the community is yet to be developed.

Jurisdiction	Laguna Woods	
Reporting Period	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									
N/A									

ITEM 6.6

Jurisdiction	Laguna Woods	
Reporting Period	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1+
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income									

ITEM 6.6

Jurisdiction	Laguna Woods	
Reporting Period	2019	(Jan. 1 - Dec. 31)

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1						4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						
N/A						

ITEM 6.6

Jurisdiction	Laguna Woods	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

6.7
ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 PROJECT LIST

This page is intentionally blank.

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A LIST OF FISCAL YEAR 2020-21 PROJECTS PROPOSED TO RECEIVE FUNDING FROM THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017's LOCAL STREETS AND ROADS FUNDING PROGRAM (ROAD MAINTENANCE AND REHABILITATION ACCOUNT), AS REQUIRED BY CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 2034(A)(1), AND MAKING RELATED AUTHORIZATIONS

WHEREAS, California Streets and Highways Code Section 2034(a)(1) requires cities to adopt by resolution a list of projects proposed to receive funding from the Road Repair and Accountability Act of 2017's Local Streets and Roads Funding Program (Road Maintenance and Rehabilitation Account) ("Project List") prior to receiving an apportionment of such funds for each fiscal year; and

WHEREAS, California Streets and Highways Code Section 2034(a)(1) requires each Project List to include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, California Streets and Highways Code Section 2034(a)(1) specifies that Project Lists shall not limit a city's flexibility to fund projects in accordance with local needs and priorities, so long as the projects are consistent with California Streets and Highways Code Section 2030(b); and

WHEREAS, the Fiscal Years 2019-30 Capital Improvement Program identifies the "Pavement Management Plan Project (Eastbound El Toro Road between Church Intersection and Moulton Parkway, Westbound El Toro Road between Willow Tree Center and Moulton Parkway)" as the Fiscal Year 2019-20 project proposed to receive funding from the Road Repair and Accountability Act of 2017's Local Streets and Roads Funding Program (Road Maintenance and Rehabilitation Account).

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

SECTION 1. The Project List attached hereto as Exhibit A is hereby adopted for Fiscal Year 2020-21.

SECTION 2. The City Manager is hereby authorized to submit the adopted Project List and any additional information necessary to receive funding from the Road Repair and Accountability Act of 2017's Local Streets and Roads Funding Program (Road Maintenance and Rehabilitation Account) to the State of California, California Transportation Commission, and such other parties as may be necessary.

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

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

_____
NOEL HATCH, Mayor

ATTEST:

_____
YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 20-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2020, by the following vote:

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

_____
YOLIE TRIPPY, CMC, City Clerk

EXHIBIT A

Road Repair and Accountability Act of 2017
Local Streets and Roads Funding Program
Project List

General Info for Project List Submittal:

• Agency Name: City of Laguna Woods

• Fiscal Year: 2020-21

• Project Title: Pavement Management Plan Project (Eastbound El Toro Road between Church Intersection and Moulton Parkway, Westbound El Toro Road between Willow Tree Center and Moulton Parkway)

Specific Proposed Project Information Description:

• Project Description: This project involves the rehabilitation of approximately 1,550 linear feet of pavement on Eastbound El Toro Road between Church Intersection and Moulton Parkway, and westbound El Toro Road between Willow Tree Center and Moulton Parkway, including asphalt concrete pavement cold milling and repaving.

Location:

• Eastbound El Toro Road between Church Intersection and Moulton Parkway, and Westbound El Toro Road between Willow Tree Center and Moulton Parkway, in Laguna Woods, CA 92637

Legislative Districts:

• State Senate District: 37

• State Assembly District: 74

Proposed Schedule for Completion:

• Month and year that pre-construction is anticipated to be complete: 11/2020

• Month and year that construction is anticipated to be complete: 6/2021

Estimated Useful Life:

• Minimum: 15 years

• Maximum: 15 years

This page is intentionally blank.

6.8
AMERICANS WITH DISABILITIES ACT (ADA) PEDESTRIAN ACCESSIBILITY IMPROVEMENT PROJECT: PHASE 3
(NO REPORT)

This page is intentionally blank.

8.1
BALANCED ENERGY POLICY (AGENDIZED BY COUNCILMEMBER MOORE)

This page is intentionally blank.

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, SUPPORTING THE STATE OF CALIFORNIA'S CLIMATE GOALS WHILE MAINTAINING A BALANCED ENERGY POLICY WITH LOCAL CONTROL

WHEREAS, energy policies are critical to reducing greenhouse gas emissions and reducing the impacts of climate change on Laguna Woods residents; and

WHEREAS, providing clean, affordable and reliable energy is crucial to the material health, safety and well-being of Laguna Woods residents, particularly the most vulnerable who live on fixed incomes, including older adults; and

WHEREAS, the City values local control that most efficiently and affordably enables compliance with state requirements; and

WHEREAS, the City understands that as technology advances, relying on a single energy delivery system can restrict progress; and

WHEREAS, the City understands that a diversity of energy delivery systems and resources contributes to greater reliability and community resilience.

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

SECTION 1. The City Council supports balanced energy solutions that provide it with the decision-making authority and resources necessary to achieve the State of California's climate goals while opposing policies that eliminate local control and/or restrict choice in emerging technologies that can be used to power buildings, to fuel vehicles, to power public and private fleets, and to power future facilities that can handle waste.

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

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

_____
NOEL HATCH, Mayor

ATTEST:

_____
YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 20-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2020, by the following vote:

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

_____
YOLIE TRIPPY, CMC, City Clerk

8.2
CITY COUNCIL MEETING SCHEDULE
(NO REPORT)

This page is intentionally blank.