

AGENDA of THE LAGUNA WOODS CITY COUNCIL

**Regular Meeting
March 17, 2010
2:00 P.M.**

**Council Chambers
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, CA 92637**

AGENDA DESCRIPTION: The Agenda descriptions are intended to give notice, to members of the public, of a general summary of items of business to be transacted or discussed. The listed Recommended Action represents staff or a particular Committee's recommendation. The City Council may take any action, which it deems to be appropriate on the agenda item and is not limited in any way by the recommended action. Any person wishing to address the City Council on any matter, whether or not it appears on this agenda, is requested to complete a "Request to Speak" form available at the door. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. Whenever possible, lengthy testimony should be presented to the City Council in writing (8 copies) and only pertinent points presented orally. Requests to speak to items on the agenda shall be heard at the appropriate point on the agenda; requests to speak about subjects not on the agenda will be heard during the Public Comment section of the meeting.

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

COUNCILMEMBERS: Connors Rhodes Ring
 Hack, Mayor Pro Tem Robbins, Mayor

IV. PRESENTATIONS – None

V. CITY PROCLAMATIONS

5.1 National Parkinson’s Awareness Month – April 2010

All proclamations listed under this section will be enacted by one vote, unless Members of the City Council request specific items be removed for separate action. Proclamations will then be read and presented.

VI. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

6.1 City Council Minutes

RECOMMENDED ACTION: Approve the minutes from the February 17, 2010 regular meeting.

6.2 Approve the reading by title of all ordinances and resolutions. Said ordinances and resolutions that appear on the public agenda shall be determined to have been read by title only and further reading waived.

RECOMMENDED ACTION: Waive reading of ordinances and resolutions.

6.3 Treasurer’s Report

RECOMMENDED ACTION: Receive and File the March 2010 monthly Treasurer’s Report.

6.4 Warrant Register

RECOMMENDED ACTION: Approve the March 17, 2010 Warrant Register in the amount of \$476,701.40.

6.5 El Toro Road–Avenida Sevilla Storm Drain Project

RECOMMENDED ACTION: Award a contract to GCI Construction, Inc. in the amount of \$301,837, plus authorized change orders not to exceed

15% of the base amount; and authorize the City Manager to execute a contract and approve change orders, subject to approval of the contract as to form by the City Attorney.

6.6 Administrative Policies

RECOMMENDED ACTION: Approve administrative policies –

- A) 4.9 Injury and Illness Prevention (revision to existing policy)
- B) 4.12 Workers Compensation Claim Procedures (new policy)
- C) 5.3 ADA Accessibility and Grievance (new policy)

6.7 Emergency Financial Assistance – Designation of Agent

RECOMMENDED ACTION: Approve a resolution establishing an agent for the purpose of filing applications for emergency financial assistance, titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAGUNA WOODS, CALIFORNIA, DESIGNATING AN
AGENT FOR THE PURPOSE OF FILING APPLICATIONS
FOR STATE AND FEDERAL DISASTER ASSISTANCE

VII. PUBLIC HEARINGS

None

VIII. CITY COUNCIL

None

IX. CITY MANAGER

9.1 Cable Television Franchise Fee

RECOMMENDED ACTION: Discuss and provide direction to staff regarding notice of intent to reinstate the cable television franchise fee in 2012.

9.2 El Toro Road//Moulton Parkway Intersection Improvements

RECOMMENDED ACTION: Approve an agreement with the Golden Rain Foundation for acquisition of property for the El Toro Road/Moulton Parkway intersection improvements, and authorize the City Manager to execute an agreement, subject to approval as to form by the City Attorney.

X. CITY ATTORNEY'S REPORT

XI. COMMITTEE REPORTS

11.1 Transportation Corridor Agencies (Mayor Pro Tem Hack)

11.2 Orange County Library Board (Mayor Robbins)

11.3 Orange County Fire Authority (Councilmember Rhodes)

11.4 Southern California Water Committee (Mayor Pro Tem Hack)

11.5 Coastal Greenbelt Authority (Councilmember Conners)

11.6 Laguna Canyon Foundation (Councilmember Rhodes)

11.7 Vector Control District Board (Board Member Bouer)

XII. PUBLIC COMMENTS

XIII. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS

13.1 Reports on Meetings Attended (Government Code §53232.3)

State law requires Councilmembers to provide a report on all meetings or events they attend for which the City pays fees, travel or other expenses. These are informational reports and no action is taken on the item.

A. Orange County Division/League of California Cities, March 11, 2010
(Rhodes)

13.2 Other Comments and Announcements

XIV. CLOSED SESSION

None

XV. ADJOURNMENT

The meeting will be adjourned to a meeting of the City Council at 2:00 p.m. on Wednesday, April 21, 2010 held at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

AMERICANS WITH DISABILITIES ACT: In compliance with Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (949) 639-0500 (Voice) or, TDD (949) 639-0535 or the California Relay Service at (800) 735-2929 if you have a TDD or (800) 735-2922 if you do not have a TDD. Notification 48 hours prior to the meeting should enable the City to make reasonable arrangements to assure accessibility to the meeting.

AGENDA: The City Council agenda and agenda back-up materials are available from the Office of the City Clerk, after 4:30 p.m., on the Friday prior to the City Council meeting. The office of the City Clerk is located at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637. Copies of the agenda are provided at no cost. Agenda back-up materials are available at City Hall for inspection and copies are available at no charge prior to the meeting. A per page copy cost does apply after the meeting. If you wish to be added to the e-mail or regular mail list to receive a copy of the agenda, a request must be made to the City Clerk in writing. Copies of the agenda are mailed only if stamped, self-addressed envelopes are provided. The City of Laguna Woods mailing address is 24264 El Toro Road, Laguna Woods, CA 92637. Phone: (949) 639-0500, FAX (949) 639-0591.

5.1

**PROCLAMATION – NATIONAL PARKINSON’S
AWARENESS MONTH – APRIL 2010**

Proclamation
City of Laguna Woods
National Parkinson's Disease
Awareness Month - April 2010

WHEREAS, Parkinson's Disease (PD) is a chronic and progressive movement disorder that occurs when a group of cells in an area of the brain begin to malfunction and die; and

WHEREAS, nearly one million people in the United States are living with the illness, and about 60,000 people are diagnosed annually; and

WHEREAS, incidence of PD increases with age, but an estimated 4% of people are diagnosed before the age of 50; and

WHEREAS, various resources can provide a variety of information for people with PD, their caregivers and families to help answer questions about its symptoms, medications, medical care, among other issues; and

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim April 2010 as National Parkinson's Disease Awareness Month and urge all citizens to become educated about PD and to lend their aid to combating this disease by all means possible.


Dated this 17th day of March 2010.

Milt Robbins, Mayor

Attest: Yolie Trippy, Deputy City Clerk

6.1-6.7
CONSENT CALENDAR SUMMARY

City of Laguna Woods Agenda Report

FOR: March 17, 2010 City Council Meeting
TO: Honorable Mayor and Councilmembers
FROM: Leslie A. Keane, City Manager 
Agenda Item: Consent Calendar

Recommendation

Approve all proposed actions on the March 17, 2010 Consent Calendar by single motion and Council action.

Discussion

In general, the Consent Calendar contains routine matters or matters that have already been discussed by Council. It is adopted in total with a single motion and Council action. However, if any councilmember or member of the public has questions or wishes to discuss an item further, it may be removed from the Consent Calendar and placed later in the agenda for discussion and action. The way to remove an item from the Consent Calendar is to request its removal, by agenda item number, immediately prior to the adoption of the Consent Calendar. Members of the public may fill out a request to speak on the item they wish removed and the City Clerk will note the item. No reason need be given with the request. Items pulled from the Consent Calendar are not discussed at the time they are pulled; they are scheduled for discussion immediately after action on the balance of the Consent Calendar.

The March 17, 2010 Consent Calendar contains the following seven items:

- 6.1 Approval of the minutes from the February 17, 2010 regular meeting, as submitted.

- 6.2 Approval of a motion to allow reading proposed ordinances and resolutions by title only – this is a standard practice in cities. If this motion is not approved, all ordinances and resolutions must be read out loud in their entirety during the Council Meeting.
- 6.3 Approval of a motion to receive and file the February 2010 monthly Treasurer’s Report. This report identifies the City’s current liquid assets and their location. At the end of February, the City had approximately \$10.9 million in cash on hand and in other liquid assets.
- 6.4 Approval of the March 17, 2010 Warrant Register, as submitted, in the total amount of \$476,701.40. A list of all warrants is included in the agenda packet; detailed information about individual warrants is available in the Finance Manager’s office.
- 6.5 Approve a contract with GCI Construction, Inc. for the El Toro Road–Avenida Sevilla Storm Drain Project, which will construct a new storm drain at the southwest corner of the El Toro Road–Avenida Sevilla intersection. The work is scheduled to begin in April 2010 and be completed by June. Bids from fifteen contractors were received at City Hall on March 8, 2010, with the highest bid at \$576,954.30 and the four lowest bids as follows:

GCI Construction, Inc.	\$301,837.00
Williams Pipeline Contractors, Inc.	\$319,808.00
Big Ben, Inc.	\$329,776.71
Peterson-Chase, Inc.	\$341,088.30

The bids from all companies were reviewed and no unbalanced bids or evidence of collusion was discovered. GCI Construction is currently performing work on Moulton Parkway for the El Toro Water District, and has worked for a number of Orange County cities and agencies over the years. The firm has received high marks for its work on these previous contracts.

The initial City Engineers estimate for this project was \$575,000 and that amount was included in the current year capital improvement program budget. Remaining funds will be available for other projects.

- 6.6 Approve the following modifications to the City’s administrative policies:

A) Minor revisions to Administrative Policy 4.9: Injury and Illness Prevention Program to bring the policy in conformance with state law. The policy has been modified to add City Manager or designee as the City's Safety Program Administrator and to add the current address of City Hall.

B) Approve a new Administrative Policy 4.12: Workers Compensation Claim Procedures. This policy identifies the steps recommended by the California Joint Powers Insurance Authority (CJPIA) for handling employee injuries and processing workers' compensation claims. The City has not received a workers' compensation claim since 2000.

C) Approve a new Administrative Policy 5.3: ADA Accessibility and Grievance Procedures. Federal law requires agencies that have 50 or more employees to adopt a formal ADA grievance policy. CJPIA has recommended that regardless of the number of employees all of its members should adopt such a policy and the proposed policy follows the template provided by that agency. The policy establishes the City Manager as the ADA Coordinator and outlines procedures for filing and reviewing discrimination claims regarding city facilities and services.

6.7 Approve a resolution designating the City Manager as the City's agent for the purpose of filing for state and federal disaster assistance. During, and due to, recent storms, a portion of El Toro Road failed and required emergency repair. Both the state and federal governments have issued disaster proclamations that may allow the City to recover a portion of the cost for roadway repairs. The proposed resolution authorizes the City manager to file such applications.

The above matters are routine and/or have been reviewed by the Council on other occasions. Staff recommends that they be approved as part of the March 17, 2010 Consent Calendar.

If you have questions about any of the above items, feel free to call me prior to the meeting so that I may provide additional information.

6.1
MINUTES
REGULAR MEETING

CITY OF LAGUNA WOODS, CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
February 17, 2010
2:00 P.M.

I. CALL TO ORDER

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

II. FLAG SALUTE

Councilmember Ring led the flag salute.

III. ROLL CALL

COUNCILMEMBERS: PRESENT: Conners, Rhodes, Ring, Hack, Robbins
 ABSENT: None

STAFF PRESENT: City Manager Keane; Assistant City Manager Reilly; Deputy City Clerk Trippy; City Attorney McEwen

IV. PRESENTATIONS

4.1 Orange County Human Relations Commission Annual Report: Commissioner Kenneth Inouye

Commissioner Inouye reviewed the Human Relations Commission's Annual Report for 2008-2009, including one finding directly related to Laguna Woods. He presented an award of recognition to Mayor Robbins, on behalf of the City, for promoting a safe and inclusive community in partnership with the Human Relations Commission.

4.2 2010 United States Census: Rich Dixon, U.S. Census Partnership Representative

Mr. Dixon provided a PowerPoint presentation outlining the purpose and procedures for the 2010 Census. He cautioned that Census workers will only ask for the information on the form and can be identified by their official ID badge. Anyone who needs assistance completing their forms can call the Regional Census Center at (818) 267-1700 or obtain a copy in 20 languages at www.Census2010.gov.

Mayor Pro Tem Hack discussed discrepancies with the 2000 Census and demographic considerations specific to Laguna Woods. He asked how individuals with a residence in Laguna Woods and a second residence someplace else are counted.

Mr. Dixon responded that the forms ask for an individual's location on April 1, 2010.

ITEM 6.1

Mayor Pro Tem Hack asked how the Census addresses those individuals who do not want to participate due to their citizenship status.

Mr. Dixon responded that the Census Bureau does not discriminate based on citizenship and that the main objective is to bring more federal funds to communities.

Councilmember Conners questioned the rationale for not providing photo identification for Census workers.

Mr. Dixon indicated that Census worker identities can be verified by calling the Regional Census Center at (818) 267-1700.

Councilmember Rhodes asked if each household member is required to complete a form.

Mr. Dixon responded that only one form is required per household of up to 20 people.

Demi Moriarty, resident, asked if temporary residents would benefit the City.

Mr. Dixon reiterated that April 1, 2010 is the date of the Census. Individuals should list their location on that date as their address.

Mayor Robbins thanked Mr. Dixon for his informative presentation and assured him that the City will do its best to ensure the maximum response from its residents.

V. CITY PROCLAMATIONS – None

VI. CONSENT CALENDAR

City Manager Keane requested that Item 6.6 (El Toro Road/Moulton Parkway Intersection Improvements) be removed from the Consent Calendar and returned at the March 2010 meeting.

Moved by Councilmember Ring, seconded by Mayor Pro Tem Hack, and carried unanimously to approve Consent Calendar Items 6.1-6.5.

6.1 City Council Minutes

Approved the minutes from the January 20, 2010 regular meeting.

6.2 Approved the reading by title of all ordinances and resolutions. Said ordinances and resolutions that appear on the public agenda shall be determined to have been read by title only and further reading waived.

6.3 Treasurer's Report

Received and filed the January 2010 monthly and Fiscal Year 2009-10 Second Quarter Reports.

6.4 Warrant Register

Approved the February 17, 2010 Warrant Register in the amount of \$517,370.71.

6.5 City Centre Park Landscape Architect

Awarded a contract to Lynn Capouya, Inc. for landscape architectural services for City Centre Park in an amount not to exceed \$58,476 plus 15% for change orders, and authorized the City Manager to execute a contract, subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS – None

VIII. CITY COUNCIL

8.1 Community Member Safety (agendized by Mayor Pro Tem Hack)

Mayor Pro Tem Hack proposed that, in light of the recent fires, the Public Safety Committee conduct hearings on fire safety, second hand smoke, hoarding and other issues where the rights of the individual may impinge on the rights of the community. He noted that he understood that the City may not be able to address all of the issues, but that he would like to begin an open discussion.

Councilmember Connors supported Mayor Pro Tem Hack's suggestion. She would like staff to include the Board of Directors for the Laguna Woods Village Mutuals and the Laguna Woods Village Social Services Department in discussions. She noted that the City may have limited authority to enforce some of the issues.

City Manager Keane explained that the Public Safety Committee has actively researched hoarding issues for the past year. She reminded the City Council that staff has researched and proposed banning smoking on patios and balconies in the past. She indicated that the City Attorney's budget has no extra funds to cover extensive research and that additional funds would need to be allocated to cover those costs.

Mayor Pro Tem Hack supported allocating funds for the City Attorney to provide advice to the Public Safety Committee.

City Manager Keane asked for clarification on the desired role of the City Attorney.

Mayor Pro Tem Hack clarified that his intent is to have the City Attorney available to offer legal opinions, as necessary.

City Manager Keane asked for confirmation that the City Council does not intend for the City Attorney to direct the process, but rather, for staff to forward any questions to him and request his attendance at meetings, as necessary.

Mayor Pro Tem Hack concurred with City Manager Keane's description of the role of the City Attorney and proposed inviting first-responders to provide input on safety issues. He would like the discussion to be broad-based.

ITEM 6.1

Councilmember Ring suggested that most of the associated legal issues would relate to constitutionality and asked City Attorney McEwen for an estimated cost of services.

City Attorney McEwen stated that he has some information readily available relating to the smoking issue from the City Council's previous inquiries and that he is familiar with hoarding issues from working with other city code enforcement departments.

Mayor Pro Tem Hack asked City Attorney McEwen how other cities address an individual's competency as it relates to public safety.

City Attorney McEwen stated that cities do not typically get involved in such issues and, instead, deal with property maintenance issues through a code enforcement process. He noted that if conditions inside a home are such that it renders the property substandard or dangerous, there are health and safety codes that can be applied.

Councilmember Connors indicated that in light of budget issues, she supports gathering information first, then addressing the City's legal rights. She noted two incidents that she has been made aware of: (1) a rodent/cockroach infestation as a result of hoarding, and (2) a resident who threatened anyone attempting to enter his home with a firearm. She explained that the City's authority to intrude on personal issues are typically limited and require exigent circumstances.

City Attorney McEwen stated that his research on this issue could likely be covered by the monthly retainer. If the Public Safety Committee had additional inquiries, staff would be made aware of the cost before proceeding.

City Manager Keane suggested that the Public Safety Committee hold public hearings with various agencies, including the Fire Authority and Adult Protective Services. After framing a general direction, staff would ask the City Attorney for guidance.

Mayor Pro Tem Hack agreed with City Manager Keane's proposal.

Councilmember Rhodes discussed his support for this effort and stated that he would support residential safety inspections, if that were the outcome of these discussions.

Councilmember Connors discussed her support for this effort and suggested that the attorney for Laguna Woods Village be included in the discussions.

City Manager Keane talked about the work that the Public Safety Committee's Hoarding Subcommittee has done. She discussed legal concerns associated with interior property maintenance standards and a lack of support for escalated enforcement from contract service providers. Ultimately, right-of-entry must be obtained through the court system.

Councilmember Ring noted that the problems discussed today are of general concern and not solely due to age. He believes it would be beneficial to work on one issue at a time.

Mayor Pro Tem Hack noted that safety in a person's home may impact public safety.

ITEM 6.1

Councilmember Ring noted some difference of opinion amongst the City Council, as to whether safety is best addressed on a personal or legislative level.

Mayor Pro Tem Hack reiterated his feelings that a broad discussion would be valuable to the community and that it may not necessarily result in the adoption of an ordinance.

Councilmember Ring suggested that the Public Safety Committee review a tape of the City Council's discussion and make recommendations to staff. He is opposed to having staff conduct research, if the Committee is not interested in pursuing the issues.

City Manager Keane suggested that the Committee could brainstorm a list of public safety issues that they feel are important and then report back to the Council.

Mayor Pro Tem Hack was agreeable to City Manager Keane's suggestion and noted that he reserves the right to vote against the Committee's recommendations.

Mayor Robbins stated that a motion is not required on this issue and that staff has been given sufficient direction to proceed.

IX. CITY MANAGER

9.1 Fiscal Year 2009-10 Mid-Year Budget Review

City Manager Keane summarized the agenda report.

Councilmember Conners asked if the recreational bus trips are self-sustaining.

City Manager Keane stated that participants pay for lunch and any entry fees. The City pays for the bus at a cost of \$800-\$1,000 per trip.

City Manager Keane discussed the storm-related damage to El Toro Road. She informed the City Council that the previous day's storm caused additional damage.

Councilmember Conners asked if FEMA funds are available to repair the road.

City Manager Keane confirmed that staff has applied for disaster funds, but that it is not certain we would receive anything.

Councilmember Rhodes asked about the effects of limiting planning counter hours to 8 a.m. to 12 p.m. He stated that he has been informed that delays caused by the City have been an ongoing problem for residents of Laguna Woods Village.

City Manager Keane explained that the City adheres to a strict process for new projects and is not the cause of unreasonable delays. Staff is proposing to enforce the planning counter hours that already exist.

Councilmember Rhodes asked how public safety would be affected by staff's proposed \$15,000 reduction.

ITEM 6.1

City Manager Keane noted that the \$15,000 reduction is due to a contractual change to the City's emergency alert system that will not affect the service level.

Councilmember Rhodes stated that he would be supportive of eliminating the airport taxi voucher program to offset the \$200,000 program deficit. He believes that the general travel and non-emergency medical vouchers are a greater necessity.

City Manager Keane clarified that making any changes prior to the current vouchers' expiration date of June 30, 2010 might be difficult since many residents have already purchased their vouchers for travel later in the fiscal year. She suggested that no changes be made until Fiscal Year 2010-11.

Councilmember Ring asked for clarification on the amount of the community services grants listed in the staff report.

City Manager Keane stated that the grant awards run on a calendar year basis and that the last quarter payment of the grants is carried over to the following fiscal year.

Councilmember Ring asked about the status of the 2010 community services grants.

City Manager Keane indicated that some of the grant recipients have received their first quarter check, but that two contracts have not yet been finalized.

Councilmember Ring asked if a portion of those funds could be suspended or reduced.

City Manager Keane stated that the grant recipients have already budgeted their programs based on the grant awards. She suggested that the City Council wait to consider program reductions until the calendar year 2011 program.

City Manager Keane noted that staff is recommending that the City not proceed with the implementation of the transportation coordinator position and that Council would need to take formal action on this matter.

Moved by Councilmember Ring and seconded by Mayor Pro Tem Hack to reject the Orange County Transportation Authority (OCTA) grant to hire a mobility coordinator.

Councilmember Connors asked for clarification on the grant amount and the amount of matching funds required by the City.

City Manager Keane responded that the City has been awarded \$184,000 for a two-year program that would require matching funds of \$23,000 per year.

Councilmember Connors asked when the City would need to pay the matching funds.

City Manager Keane stated that it would be almost immediately.

As previously moved by Councilmember Ring and seconded by Mayor Pro Tem Hack, the Council voted unanimously to reject the OCTA grant to hire a mobility coordinator.

Mayor Pro Tem Hack stated that he is near the end of his travel budget and proposed to increase the travel budget for each Councilmember from \$1,000 to \$1,500.

Moved by Councilmember Rhodes and seconded by Councilmember Conners to transfer \$500 of Councilmember Rhodes' travel budget to Mayor Pro Tem Hack. There was no second to the motion.

City Manager Keane suggested that the \$500 be allocated from the Council Contingency account.

Councilmember Conners asked what happens to unused travel budgets.

City Manager Keane responded that they are rolled into the General Fund balance.

Councilmember Ring moved to keep an overall budget of \$5,000 for City Council travel, but to allow the budget to be expended on a first-come-first-serve basis.

City Manager Keane indicated that a motion is not necessary.

The City Council expressed their consensus for Councilmember Ring's suggestion.

Councilmember Conners thanked City Manager Keane for her budget presentation and moved to approve Resolution No. 10-02, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA WOODS, CALIFORNIA, AMENDING RESOLUTION 09-13
AND THE FISCAL YEAR 2009-2010 BUDGET

Mayor Pro Tem Hack inquired as to the total annual expenditures for the airport taxi voucher program.

City Manager Keane reiterated that the City Council is not being asked to act on the taxi voucher program. Modifications could be considered for the next fiscal year.

Councilmember Ring requested a detailed review of staff's list of policy considerations, which included reinstatement of the cable franchise fee.

City manager Keane noted that these are issues the City Council can consider at this time or later.

Cris Robinson, on behalf of the Golden Rain Foundation, inquired about the possible reinstatement of the cable television franchise fee.

City Manager Keane stated that the resolution only implements the budget changes that staff has proposed. Reinstatement of the cable television franchise fee is not included.

Mayor Pro Tem Hack explained that the City is required to provide 18 months notice of

the reinstatement of the cable television franchise fee. During that time, the City's economic situation could improve and the City Council could choose not to reinstate it.

Ms. Robinson asked if a separate motion would be required if the City Council chooses to act on it today.

City Manager Keane confirmed that it would.

As previously moved by Councilmember Conners, seconded by Mayor Pro Tem Hack, and carried unanimously to approve Resolution No. 10-02, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA WOODS, CALIFORNIA, AMENDING RESOLUTION 09-13
AND THE FISCAL YEAR 2009-2010 BUDGET

Councilmember Ring suggested holding a public hearing regarding the cable television franchise fee, in order to make sure that the community is aware. He noted that the fee would not be effective until the year 2012.

City Manager Keane suggested that the issue could be brought back in March for further discussion.

Councilmember Ring suggested returning discussion of the taxi voucher program as soon as possible in order to allow time to make residents aware of any possible modifications.

City Manager Keane suggested returning the item in April, noting that in light of upcoming contract negotiations with the City's taxi provider, staff will have more pertinent information to present to the City Council at the April 2010 meeting.

Councilmember Conners asked if the City keeps statistics on individuals who participate in the taxi voucher program who are under 70 years of age.

City Manager Keane stated that the data is not kept to avoid claims of age discrimination. The age requirement to participate in the program was previously lowered to 60.

City Manager Keane discussed the proposed capital improvement project for the Woods End Nature Preserve. The project would hopefully be the last step before placing the land into the Laguna Coast Wilderness Park.

Councilmember Ring asked if funds are available for the project.

City Manager Keane stated that development in-lieu fees would be used.

Mayor Pro Tem Hack noted that failure to proceed would result in loss of the in-lieu fees.

Moved by Mayor Pro Tem Hack, seconded by Councilmember Conners, and carried unanimously to establish a capital improvement project budget for the completion of Woods End Nature Preserve in the amount of \$25,987.

City Manager Keane announced that the City's Chief of Police Services, Lieutenant Bill Griffin, has been promoted. Lieutenant Chuck Wilmot is his replacement.

Lieutenant Griffin made brief remarks and thanked the City Council and staff for their support over the past four years.

Lieutenant Wilmot introduced himself and discussed his background.

X. CITY ATTORNEY'S REPORT – None

XI. COMMITTEE REPORTS

11.1 Transportation Corridor Agencies (Mayor Pro Tem Hack)

Mayor Pro Tem Hack announced that construction on the 241 Toll Road at the intersection of the 91 freeway is underway and expected to last one year. Ridership on the toll roads and revenue has decreased at this time, although, revenue is expected to improve once the transition lane is complete.

11.2 Orange County Library Board (Mayor Robbins)

Mayor Robbins stated that there was no meeting.

11.3 Orange County Fire Authority (Councilmember Rhodes)

Councilmember Rhodes attended a meeting where OCFA's proposed operations budget was discussed. A recent weekly report cited Laguna Woods Station 22 with a 98% satisfactory rating from its residents. The station also received a Unit Citation Award at OCFA's Best and Bravest 2009 Award Ceremony.

11.4 Southern California Water Committee (Mayor Pro Tem Hack)

Mayor Pro Tem Hack discussed the initiative ballot proposal for water. He also talked about continuing environmental issues associated with importing water into southern California.

11.5 Coastal Greenbelt Authority (Councilmember Conners)

Councilmember Conners stated that there was no meeting.

11.6 Laguna Canyon Foundation (Councilmember Rhodes)

Councilmember Rhodes announced the retirement of Michael Pinto as President of the Board Directors and the election of new directors.

11.7 Vector Control District Board (Board Member Bouer)

Board Member Bouer stated that there are no vector problems in the City and encouraged

residents to clear any standing water from the recent rainfall to avoid attracting vectors.

XII. PUBLIC COMMENTS

Marilyn Sortino, resident, voiced support for a collaborative effort between the Public Safety Committee and Laguna Woods Village to discuss fire and other safety issues. She pointed out that similar efforts proved to be effective on the City's recycling program.

Mayor Robbins congratulated Councilmember Connors on her recent appointment to the Orange County Waste Management Commission.

XIII. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS

13.1 Reports on Meetings Attended (Government Code §53232.3)

- A. OC Division/League of California Cities Meeting, February 11, 2010 (Robbins, Rhodes)
- B. CA League of Cities Policy Committee, January 22, 2010 (Hack)
- C. OCFA Awards Dinner, February 4, 2010 (Rhodes)

XIV. CLOSED SESSION – None

XV. ADJOURNMENT

The meeting was adjourned at 4:19 p.m. The next meeting will be at 2:00 p.m. on March 17, 2010 at the Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California.

YOLIE TRIPPY, Deputy City Clerk

Adopted: March 17, 2010

MILT ROBBINS, Mayor

6.2

**WAIVE READING OF ORDINANCES AND
RESOLUTIONS
(No Report)**

6.3
TREASURER'S REPORT

City of Laguna Woods

Treasurer's Report

February 28, 2010

CASH ON HAND

1. Investments/General Fund

Local Agency Investment Fund	\$	9,876,796
		9,876,796
Subtotal	\$	9,876,796

2. Investments/Transportation Fund

Local Agency Investment Fund	\$	413,493
		413,493
Subtotal	\$	413,493

3. Other Interest & Non-Interest Bearing/General & Transportation

Petty Cash Funds	\$	287
Analyzed Checking Account	\$	613,834
		614,121
Subtotal	\$	614,121
		614,121
TOTAL	\$	10,904,410

Note: LAIF reports interest earnings quarterly.

6.4
WARRANT REGISTER

CITY OF LAGUNA WOODS
WARRANT REGISTER - FY 2010
3/17/2010

CK #	WR #	Vendor	Account	Item/Purpose	Amount
108369	10-0834	Vantage Point/ICMA 457 Plan	001.0000.2601	Employee Contributions/December 2009	800.00
			001.6100.8110	Employee Benefit Program/December 2009	1,065.48
			001.6400.8110	Employee Benefit Program/December 2009	3,512.66
108504	10-0835	California Yellow Cab	260.6700.7369	Taxi Vouchers Services/January 2010	500.00
108505	10-0836	City of Tustin	001.6100.7201	CalPACS Membership/Calendar Year 2010	275.00
108519	10-0837	Hogle-Ireland	001.6400.7321	Building & Safety Inspection/July 2009	6,487.50
108526	10-0838	Practical Data Solutions	001.6100.7391	Information Technology Services/Retainer/January 2010	1,448.67
				Information Technology Services/Extras/January 2010	172.75
				Information Technology Services/Extras/December 2009	821.53
				Information Technology Services/Retainer/Nov-Dec 2009	2,160.00
108527	10-0839	Reilly, Douglas	001.6100.7204	Mileage Reimbursement/December 2009-January 2010	283.15
108528	10-0840	Martin Rhodes	001.6000.7203	Orange County Fire Authority Meeting/Reimbursement	35.00
			001.6000.7204		7.00
108544	10-0841	CA Soc. Muni Financial Officers	001.6100.8110	CMTA/CSFMO Joint Meeting/Jones/March 2010	33.00
108545	10-0842	Hogle-Ireland	001.6400.7311	Current Planning Services/July 2009	10,200.00
			001.6400.7311	Current Planning Services/August 2009	13,592.50
			001.6400.7321	Building & Safety Inspection/July 2009	2,500.00
108548	10-0843	Orange County Sheriff's Advisory	001.6000.7203	Orange County Sheriff's Advisory Meeting/April 2010	80.00
108549	10-0844	Sara Pae	190.0000.2610	Taxi Voucher Refund	40.00
108550	10-0845	Vieux Carre Restaurant	001.6500.7320	Human Relations Bus Trip/February 25, 2010	1,060.00
108551	10-0846	Letner Roofing	001.0000.4401	Building Permit Partial Refund	125.07
			001.0000.4407	SMIP Credit	-0.96
108553	10-0847	Southern California Edison	100.6700.7341	Irrigation Controllers/February 2010	80.22
108556	10-0848	AT&T	001.6590.7232	Telephone/581-3974/January 2010	317.79
108558	10-0849	Rus Calisch	001.6500.7330	Spring 2010 Newsletter	400.00
108560	10-0850	Captioning Unlimited	001.6100.7391	Closed Captioning/City Council Meetings/February 2010	300.00
108561	10-0851	Ron Collins	010.0000.4501	Waste Diversion Deposit Refund	900.00
108563	10-0852	Signs by Creations Unlimited	001.6590.7906	Signs/City Dog Park	660.45
108564	10-0853	Curbside	001.6700.7349	Door-to-Door Collections/January 2010	4,543.45
			001.6700.7349	Household Hazardous Waste Collect/E-Waste/Jan 2010	3,896.64
			001.6700.7349	Household Hazardous Waste Collect/Medical/Jan 2010	299.29
			001.6700.7349	Battery Collections/Fluorescent/January 2010	690.50
			361.6700.7349	Bulky Item Collection/January 2010	8,725.00
108565	10-0854	D & E Electrical	001.6700.7236	Streetlights/Monthly Maintenance/February 2010	930.00
			001.6590.7234	Building Maintenance	643.72

108569	10-0855	Gary Gates	001.6100.8110	Employee Benefit Program/February 2010	291.84
			001.6590.7232	Cell Phone Reimbursement/February 2010	40.00
			001.6100.7204	Mileage Reimbursement/February 2010	142.00
108567	10-0856	El Toro Water District	001.6700.7341	Dog Park/Landscape Irrigation/February 2010	87.12
108568	10-0857		001.6700.7341	Dog Park Irrigation/February 2010	16.97
108570	10-0858	June Hobbs	001.0000.4401	Building Permit Refund	13.00
108571	10-0859	International Code Council	001.6100.7201	2010 Association Dues	100.00
108572	10-0860	League of CA Cities/OC Division	001.6000.7203	February Meeting/Conners, Robbins, Rhodes	150.00
108573	10-0861	Madison Materials	361.6700.7349	Bulky Item Recycle/February 2010	218.07
			361.6700.7349		119.52
108575	10-0862	Office Max	001.6100.7221	Office Supplies	217.50
108576	10-0863	Orange County Register	001.6100.7224	Public Notices/January 2010	120.76
108577	10-0864	Sierra Installations	001.6590.7906	Change-Out Banners	2,010.00
108578	10-0865	Southern California Edison	001.6590.7231	Utilities/City Hall/February 2010	1,380.16
108579	10-0866		001.6700.7341	Ridge Route Dog Park/February 2010	19.55
108580	10-0867	Standard Telephone Network	001.6590.7232	Telephone System Maintenance	210.00
108581	10-0868	TruGreen Landscape	100.6700.7341	Landscape Maintenance/Extra Work/January 2010	305.95
108584	10-0869	Patrick Foley	001.6100.7204	Mileage Reimbursement/February 2010	13.00
			001.6500.7300	Spring 2010 Newsletter and Inserts	6,171.25
			001.6400.7357		260.00
			001.6100.7222	Printing/Building Services Permit	1,082.06
10-0871		Aliso Creek Printing		Building Maintenance/Service Call	617.00
10-0872		Allied Mechanical	001.6590.7234	Telephone/458-3487/February 2010	32.02
10-0873		AT&T	001.6590.7232	Telephone/639-0500/February 2010	188.48
10-0874			001.6590.7232	Telephone/452-0600/February 2010	262.58
10-0875			001.6590.7232	Telephone/770-9359/February 2010	15.92
10-0876			001.6590.7232	White Pages Listing/March 2010	3.43
10-0877			001.6700.7350	Solid Waste & Recycling Consulting/February 2010	4,050.00
10-0878		Michael Balliet	361.6700.7349		360.00
			362.6700.7349		990.00
10-0879		Bank of America - Credit Card	2601	See Below	715.86
10-0880		Braille Institute	001.6500.7300	Community Services Grant/1st Quarter Payment	5,000.00
10-0881		Burke, Williams & Sorensen, LLP	001.6100.7301	Legal Services/Retainer/January 2010	1,236.14
			140.6590.7600	Legal Services/Moulton Smart Street/January 2010	463.70
10-0882		California Yellow Cab	010.6500.7301	Legal Services/Deposit-Based/January 2010	1,939.80
			260.6700.7369	NEMT/February 2010	4,281.00
			260.6700.7369	Taxi Voucher Services/February 2010	18,981.00
10-0883		CIT Technology	001.6100.7222	Copier Lease/City Hall/March 2010	706.65
			001.6100.7222	Copier Lease/Historical Society/March 2010	59.59
10-0884		City of Laguna Beach	001.6600.7361	Animal Services/3rd Quarter/Fiscal Year 2009-2010	20,665.00

10-0885	County of Orange	001.0000.4401	Overpayment of 2009-10 Secured Property Taxes	19,672.30
10-0886	County of Orange/Sheriff	001.6600.7351	Sheriff Services/March 2010	98,192.42
		230.6600.7351		10,000.00
10-0887	County of Orange/Streets	110.6700.7347	Street Maintenance/December 2009	2,261.03
		110.6700.7343		8,331.73
10-0888	County of Orange/Streets	110.6700.7347	Street Maintenance/January 2010	2,306.46
		110.6700.7343		2,292.15
		120.6700.7343		3,122.83
10-0889	Curbside	361.6700.7349	Bulky Item Collection/February 2010	5,425.00
		001.6700.7349	Household Hazardous Waste Collection/E-Waste/Feb 2010	3,589.92
		001.6700.7349	Door-to-Door Collections/February 2010	3,925.07
		001.6700.7349	Household Hazardous Waste Collection/Medical/Feb 2010	239.29
		001.6700.7349	Battery Collections/Fluorescent/February 2010	686.50
10-0890	David Evans & Associates	140.6590.7600	Moulton Parkway Widening/January 2010	6,905.83
10-0891	Dennis Nelson, PE	100.6700.7341	Consulting Services/Landscape Maintenance/Dec. 2009	2,835.00
		010.6700.7331	Engineering Services/Deposit Based/December 2009	1,603.47
		100.6700.7332	Traffic Engineering Services/December 2009	1,980.23
		125.6590.7600	El Toro/Avenida Sevilla Drainage Improvement/Dec 2009	700.00
		140.6590.7600	Traffic Mitigation/Moulton Smart Street/Dec. 2009	7,575.00
		155.6590.7600	ARRA/El Toro Road Rehabilitation/December 2009	3,370.00
		275.6590.7600	Park in Lieu Fund/December 2009	1,555.00
10-0892	El Toro Water District	001.6590.7231	City Hall Utilities/January 2010	28.00
10-0893		001.6590.7231	City Hall Utilities/December 2009	88.56
10-0894	Great Cleaning Services Inc.	001.6590.7234	Janitorial Supplies/February 2010	52.26
10-0895	Hogle-Ireland	010.6400.7321	Deposit Based/Inspection Services/October 2009	993.75
		001.6400.7321	Building & Safety Inspections/December 2009	7,581.25
		001.6400.7357	Map Conversion/December 2009	330.00
10-0896	Kristar	001.6400.7357	Catch Basin Repair/January 2010	819.90
10-0897	League of California Cities	001.6000.7201	Membership Dues/2010	6,342.00
10-0898	Los Angeles Times	001.6100.7221	Newspaper Delivery/March 2010	22.60
10-0899	Orange County Register	001.6100.7221	Newspaper Delivery/February 2010	70.12
10-0900	O.C. Council of Governments	001.6000.7201	Annual Fees/Center of Demographic Research	1,193.97
10-0901	P.F. Pettibone	001.6100.8110	Office Supplies	228.95
10-0902	Practical Data Solutions	001.6100.7391	Information Technology Services/February 2010	1,080.00
10-0903	Marvin Tilker	010.0000.4501	Waste Diversion Deposit Refund	2,250.00
10-0904	S.C. Signs & Supplies	110.6700.7343	Street Maintenance Signs	868.91
10-0905	Southern California Edison	001.6700.7236	Residential Streetlights/United/February 2010	1,738.11
10-0906	Southern California Edison	110.6700.7346	Traffic Signal Controllers/February 2010	799.03
10-0907	The Gas Company	001.6590.7231	City Hall/February 2010	264.39
10-0908	Transamerica	001.6100.8110	Employee Benefit Program/April-June 2010	74.20

10-0909	WLC Architects	001.6590.7259	City Hall Reconfiguration Study/January 2010	946.00
10-0910	WLC Architects	001.6590.7259	City Hall Reconfiguration Study/January 2010	946.00
10-0911	Yolie Trippy	001.6100.8110	Employee Benefit Program/March 2010	500.00
10-0912	Great Cleaning Services, Inc.	001.6590.7234	Janitorial Service/March 2010	495.00
10-0913	Sonitrol	001.6590.7234	City Hall/Alarm System Maintenance/March 2010	51.41
10-0914	Redflex	001.6600.7371	Redlight Photo Enforcement/March 2010	27,350.00
10-0915	Commpro	001.6100.7391	Website Hosting Services/March 2010	295.00
10-0916	Orkin	001.6590.7234	City Hall/Building Maintenance/March 2010	79.71
10-0917	KONE, Inc.	001.6590.7234	City Hall/Elevator Maintenance/March 2010	158.16
10-0918	TruGreen Landscape	001.6700.7341	Landscape Maintenance/March 2010	8,962.00
10-0919		001.6700.7341	Irrigation Repairs Services/February 2010	801.73
10-0920	Leslie Keane	001.6100.7204	Automobile Allowance/April 2010	450.00
10-0921	LA Times	001.6100.7221	Newspaper Delivery/February-March 2010	22.60
10-0922	Main Street Tours	001.6500.7335	Human Relations Bus Trip/February 25, 2010	885.00
10-0923	Douglas Reilly	001.6100.8110	Employee Benefit Program/April 2010	51.00
		001.6590.7232	Cell Phone Reimbursement/April 2010	79.50
10-0924	Sandra Verrall	001.6590.7232	Cell Phone Reimbursement/April 2010	25.00
10-0925	Ernestine Jones	001.6100.8110	Employee Benefit Program/March 2010	266.34
10-0926	CalPers/Health	001.6100.8110	Employee Benefit Program/April 2010	2,353.39
		001.6400.8110		454.99
		001.6100.7391		12.08
10-0927	CitiStreet/CalPers 457 Plan	001.6100.8110	Employee Benefit Program/March 2010	273.00
		001.6400.8110		300.00
10-0928	Vantage Point/ICMA 457 Plan	001.0000.2601	Employee Contributions/March 2010	800.00
		001.6100.8110	Employee Benefit Program/March 2010	822.84
		001.6400.8110	Employee Benefit Program/March 2010	500.00
10-0929	AFLAC	001.6100.8110	Employee Benefit Program/April 2010	278.70
		001.6400.8110		93.10
10-0930		001.6100.7303	Program Fees/April 2010	25.00
10-0931	Managed Health Network	001.6100.8110	Employee Benefit Program/April 2010	17.29
		001.6400.8110		4.94
10-0932	Delta Dental	001.6100.8110	Employee Benefit Program/April 2010	519.72
		001.6400.8110		45.09
10-0933	Principal Financial Group	001.6100.8110	Employee Benefit Program/April 2010	362.16
		001.6400.8110		73.48
10-0934	Vision Service Plan	001.6100.8110	Employee Benefit Program/April 2010	147.23
		001.6400.8110		20.30
10-0935	Cynthia Connors	001.6000.8102	March Compensation	300.00
10-0936	Bert Hack	001.6000.8102	March Compensation	300.00
10-0937	Martin Rhodes	001.6000.8102	March Compensation	300.00

10-0938	Robert Ring	001.6000.8102	March Compensation	300.00
10-0939	Milt Robbins	001.6000.8102	March Compensation	300.00
10-0940	ADP	001.6100.8101	Payroll Ending 02/12/10 Full-time Staff	21,879.84
		001.6100.8102	Payroll Ending 02/12/10 Part-time Staff	1,146.13
		001.0000.2601	Deferred Comp/Payroll Ending 02/12/10	-400.00
		001.0000.2180	FSA Payable/Payroll Ending 02/12/10	-200.00
		001.6400.8101	Payroll Ending 02/12/10 Full-time Staff	4,603.00
		001.6400.8102	Payroll Ending 02/12/10 Part-time Staff	840.00
		001.6100.8111	Payroll Taxes- Employer	2,047.06
		001.6400.8111	Payroll Taxes- Employer	408.75
		001.6100.2601	Deferred Comp/Payroll Ending 02/12/10	-1,219.80
		190.6500.8101	Payroll Ending 02/12/10 Full-time Staff	540.00
		190.6500.8102	Payroll Ending 02/12/10 Part-time Staff	540.00
		190.6500.8111	Payroll Taxes- Employer	82.62
10-0941	ADP	001.6100.7303	Payroll Processing	111.55
10-0942	CalPERS Retirement	001.6100.8112	Retirement System/Payroll Ending 02/12/10	3,909.34
		001.6400.8112		802.63
10-0943	ICMA Retirement Corporation	001.6100.8101	Deferred Comp/Payroll Ending 02/12/10	374.23
		001.0000.2601	Deferred Comp/Payroll Ending 02/12/10	1,219.80
10-0944	ADP	001.6100.8101	Payroll Ending 02/26/10 Full-time Staff	21,879.84
		001.6100.8102	Payroll Ending 02/26/10 Part-time Staff	1,006.25
		001.0000.2601	Deferred Comp/Payroll Ending 02/26/10	-400.00
		001.0000.2180	FSA Payable/Payroll Ending 02/26/10	-200.00
		001.6400.8101	Payroll Ending 02/26/10 Full-time Staff	4,603.00
		001.6400.8102	Payroll Ending 02/12/10 Part-time Staff	1,071.00
		001.6100.8111	Payroll Taxes- Employer	1,860.58
		001.6400.8111	Payroll Taxes- Employer	426.41
		001.6100.2601	Deferred Comp/Payroll Ending 02/26/10	-1,219.80
10-0945	ADP	190.6500.8101	Payroll Ending 02/26/10 Full-time Staff	540.00
		190.6500.8102	Payroll Ending 02/26/10 Part-time Staff	487.50
		190.6500.8111	Payroll Taxes- Employer	78.60
10-0946	CalPERS Retirement	001.6100.7303	Payroll Processing	111.55
		001.6100.8112	Retirement System/Payroll Ending 02/26/10	3,889.34
		001.6400.8112		802.63
10-0947	ICMA Retirement Corporation	001.6100.8101	Deferred Comp/Payroll Ending 02/26/10	374.23
		001.0000.2601	Deferred Comp/Payroll Ending 02/26/10	1,219.80
	TOTAL			476,701.40

Void Check(s): 108539, 108540, 108541

January

Debit	Debit	Overnight Express	001.6100.7223	Delivery Services	82.77
Debit	Debit	Federal Express	001.6100.7223	Delivery Services	70.77
Debit	Debit	CASQA	001.6400.7357	Construction Handbook	160.00
Debit	Debit	Ham Radio Outlet	310.6590.7391	Emergency Management Performance Equipment	402.32

6.5
EL TORO ROAD – AVENIDA SEVILLA STORM
DRAIN ATPROJECT
(NO REPORT)

6.6
ADMINISTRATIVE POLICIES

CITY OF LAGUNA WOODS

**ADMINISTRATIVE POLICY 4.9
INJURY & ILLNESS PREVENTION PROGRAM**

4.9.01 PURPOSE

To identify and define an injury and illness prevention program for the City of Laguna Woods, in conformance with the requirements of Title 8, CCR GISO, Section 3203.

4.9.02 EMPLOYER

Individuals covered by this policy are employed by, or provide volunteer services to, the City of Laguna Woods, located at 24264 El Toro Road, Laguna Woods, CA 92637.

4.9.03 SAFETY PROGRAM RESPONSIBILITIES

A. The City Manager is designated as the Safety Program Administrator for the City of Laguna Woods. The Safety Program Administrator's responsibilities include:

- Developing, distributing and updating Safety Policies and Procedures.
- Ensuring safety training as required by Safety Policies and Procedures has been conducted.
- Conducting audits of city safety programs to evaluate compliance with Cal-OSHA requirements.
- Assisting in reviewing new chemicals and/or equipment as required.

B. Under the City's Safety Program, all levels in the organization have a responsibility for safety.

1. Employee safety responsibilities include:

- Becoming familiar and complying with the Code of Safe Practices and specific work procedures or rules as they apply to their work activity.
- Attending training sessions as scheduled.
- Reporting all injuries and near miss incidents.
- Reporting unsafe conditions to their supervisor.

2. Supervisory safety responsibilities include:

- Becoming familiar and complying with the Code of Safe Practices and specific work procedures or rules as they apply to their area of authority.
- Attending training sessions as scheduled.
- Ensuring that employees and sub-contractors under their direction are aware of and comply with the Code of Safe Practices, and specific work procedures or rules as they apply.

- Investigating accidents and near miss incidents in a timely manner, including documenting all aspects of the incident, identifying the cause and implementing the corrective actions to prevent reoccurrence.
 - Correcting any unsafe conditions or work practices observed during a site safety inspection in a timely manner.
3. Department Head safety responsibilities include:
- Becoming familiar and complying with the Code of Safe Practices and specific work procedures or rules as they apply to their area of authority.
 - Attending training sessions as scheduled.
 - Ensuring that employees and contractors are aware of and comply with the Code of Safe Practices, and specific work procedures or rules and Cal-OSHA regulations.
 - Disciplining employees, per the city's disciplinary action policy, for violations of the Code of Safe Practices and specific work procedures or rules as they apply.
 - Reviewing accident investigations in a timely manner, ensuring that all aspects of the incident are documented and implementing corrective actions to prevent reoccurrence.
 - Correcting in a timely manner any unsafe conditions or work practices observed during a site safety inspection.

4.9.04 COMMUNICATION & TRAINING

- A. Initial Training: The safety and injury prevention policy and program will be reviewed as an element of the new employee orientation.
- B. Safety Meetings: Department Heads or their designees shall conduct safety meeting as appropriate to the individual department. All employees shall attend at least one safety meeting per year. Information provided shall include the following:
- Review of Code of Safe Practices, policies or procedures.
 - On the Job or Off the Job safety information.
 - Feedback from employees on hazards, safety suggestions or concerns.
 - Review of previous accidents, causes and corrective actions.
 - Recognition for compliance, good safety performance or attitude.

Attendance at the safety meeting is considered a part of every employee's job duties. All meetings will be documented in writing, with; the date, safety topic, discussion items, employee attendance.

4.9.05 HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by the Safety Program Administrator or his/her designee on a quarterly basis and whenever workplace conditions warrant an inspection.

4.9.06 ACCIDENT/EXPOSURE INVESTIGATIONS

The following procedures will be followed for investigating workplace accidents and hazardous substance exposures. These procedures will be performed by the Safety Program Administrator or his/her designee.

- A. Injured worker(s) and witnesses shall be interviewed
- B. The area where the accident occurred will be examined for factors associated with the incident.
- C. The cause of the accident will be determined.
- D. Corrective action will be taken to prevent a similar accident from happening.
- E. The findings and actions will be recorded and maintained by the Risk Manager.

4.9.06 HAZARD CORRECTION

Unsafe or unhealthy work conditions; practices or procedures shall be corrected in a timely manner based on the severity of the hazard. Hazards shall be corrected according to the following procedures:

- A. When observed or discovered; and
- B. When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers who are required to correct the hazardous condition shall be provided with the necessary protection.

4.9.07 SAFETY PROGRAM COMPLIANCE

Disciplinary Action: Non-compliance and/or willful violation of the Code of Safe Practices and specific work procedures or rules will result in disciplinary action and or termination. Disciplinary action will be administered and documented per City policies and procedures.

4.9.08 EMPLOYEE SUGGESTIONS

Employees will be afforded an opportunity to make safety suggestions and or express their concerns. Employee suggestions may be made anonymously but in any case no employee shall be disciplined, demoted or otherwise discriminated against for making a suggestion. Anonymous suggestions will be considered as seriously as non-anonymous suggestions.

CITY OF LAGUNA WOODS

**ADMINISTRATIVE POLICY 4.12
WORKERS COMPENSATION PROCEDURES**

4.12.01 PURPOSE

To establish a uniform set of procedures for processing workers compensation claims.

4.12.02 GENERAL POLICY

All employers must provide workers' compensation benefits to employees who are injured or become ill as a result of their work activities. Laguna Woods' coverage is provided through the California Joint Powers Insurance Authority. Workers' compensation benefits include all medical treatment necessary to cure or relieve the effects of the industrial injury, transportation costs for medical appointments, temporary disability payments, compensation for scheduled permanent impairment, death benefits, and vouchers for retraining if the employee is unable to return to his/her usual occupation.

4.12.03 PROCEDURES

- A. Immediately
 1. Administer first aid; call 911 for serious or catastrophic injuries
 2. Direct employee to selected medical provider; have someone accompany the employee, if possible.
 3. Use the "Authorization for Medical Examination" to instruct the clinic on billing and utilization review procedures.
 4. Secure the area to ensure no one else is injured.

- B. First day
 1. Give injured employee "Employee Claim for Workers' Compensation Benefits" (DWC-1) in person or by mail (must be done within one working day).
 2. Have employee complete "Employee's Report of Injury or Illness" form.
 3. Conduct investigation into facts.
 4. Complete "Supervisor's Report of Injury or Illness".

5. Report claim to SCRMA by completing "Employer's Report" (5020) online at www.scrma.com. Note: If claim is "first aid", the member may elect to not report it to SCRMA and pay the costs directly.
6. Follow up with the employee for results of medical exam, obtain disability slip.
7. Identify and offer suitable modified or alternate work.
8. Contact clinic if necessary to get clarification of restrictions, etc.

C. First week

1. Keep SCRMA updated on employee's work status (full duty, modified/alternate work, off work).
2. Forward appropriate claim documents to SCRMA, including completed DWC-1, wage statement, personnel file, disability slips.
3. Follow up with employee about return to work status, upcoming medical appointments, etc.
4. Record claim on OSHA 300 log.

D. Ongoing

1. Maintain contact with employee and assist in answering questions; get disability slips, return to work slips, dates of upcoming appointments.
2. Monitor restrictions and work status; adjust duties for modified/alternate work as appropriate.
3. Keep SCRMA updated on employee's work status.
4. Respond promptly to SCRMA's requests for information.

4.12.04 FORMS AND RECORDKEEPING

A. First Aid

Minor injuries requiring only first aid care (as defined by OSHA) can be treated at the work place or at your agency's designated medical facility. First aid is defined as a one-time treatment (and subsequent observation) of minor scratches, cuts, burns, splinters, and so forth, which do not ordinarily require medical care. Such treatment and observation are considered first aid, even though provided by a physician or registered professional personnel.

B. OSHA 300

Federal and state law requires that every employer must maintain a log of occupational injuries and illnesses, known as the OSHA 300. Forms and instructions can be found at <http://www.osha.gov/recordkeeping/>

C. Completing Claim Documents

All injuries and illnesses that are work-related, or potentially work-related, must be reported to Southern California Risk Management Authority (SCRMA) within 5 days – unless it is a first aid claim which the agency wishes to retain. Following is a brief description of the primary employer forms used in claims handling:

1. 5020 - Employer's Report of Injury

This form must be filed with SCRMA within five (5) days after the date of knowledge of a potential claim. It is preferable that the 5020 be filed electronically, using the online reporting process at www.scrma.com. Do not delay filing while waiting for information. Human Resources or Personnel usually complete this form, as they have all of the necessary employee information on file.

2. DWC-1 - Employee's Claim for Workers' Compensation Benefits

The DWC-1 must be given to an employee within one (1) day of knowledge of an injury or illness, or after a request for a form. Failure to provide the DWC-1 within one day can expose the agency to penalties; however, there is no requirement that the employee return the completed form. The form may be mailed to the employee within one day of knowledge if the employee is off work. When giving out a DWC-1, first complete lines 1, 9, 11 and 12, and keep one copy as a temporary receipt. When the employee returns the form, complete the remainder of the employer's section. Give a copy of the completed form to the employee, and send a copy to SCRMA.

3. Supervisor's Report of Injury or Illness

Use of this form facilitates the collection of information needed to report the claim, collect additional facts and capture witness names for third-party negligence. It also asks for information that can be used by the agency's safety committee in reviewing corrective measures.

4. Employee's Report of Injury or Illness

This form captures the employee's version of the incident in detail. It also includes a medical release to allow the claims administrator to gather additional records that may be needed to facilitate diagnosis and treatment plans.

5. Wage Statement

A wage statement, with up to 52 weeks of pre-injury earnings, should be completed on every lost-time claim and every claim where the employee's earnings are less than \$300 per week. SCRMA will prompt you for this form if needed.

CITY OF LAGUNA WOODS

**ADMINISTRATIVE POLICY 5.3
ADA ACCESSIBILITY AND GRIEVANCE PROCEDURES**

5.3.01 PURPOSE

To assist the City in complying with the Americans with Disability Act (ADA), 28 CFR Part 35.107 by:

- A. Assuring that grievances and complaints of alleged discriminatory acts are promptly and properly acknowledged, received, and equitably resolved; and
- B. Establishing procedures for the resolution of complaints alleging any action which discriminates on the basis of disability in any service, program, or activity made available by the City.

5.3.02 GENERAL POLICY

Any person who believes that a City service, program, or activity discriminates against him or her, or against any other person, because of a disability shall report the discriminatory act by using the procedures contained in this policy so that an equitable resolution may be reached.

5.3.03 ADA COORDINATOR

The City Manager or his his/her designee shall serve as the ADA Coordinator.

5.3.04 COMPLAINT PROCEDURE

- A. To register a grievance or complaint regarding City facilities, services or infrastructure, an individual, association/group, or proxy should complete an ADA Accessibility Grievance Complaint Form and hand-deliver or mail it to:

City Manager
City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637

An alternative means of filing a complaint, such as a personal interview, use of a TDD, or a tape recording of the complaint, will be made available for persons with disabilities upon request.

- B. Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his/her designee will schedule a meeting with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of this meeting, the ADA Coordinator or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City and, if appropriate, offer options for substantive resolution of the complaint.
- C. If the response by the ADA Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision to the City Council. The request for appeal must be submitted to the City Clerk within 15 calendar days after receipt of the response from the ADA Coordinator. Upon receipt of a request for appeal, the City Clerk shall schedule a hearing on the agenda of next available regularly scheduled City Council regular meeting. The determination on the appeal by the City Clerk shall be final.
- D. A written record of the action taken on each grievance or complaint shall be maintained together with the ADA Coordinator's records in the Office of the City Clerk in accordance with City records retention schedules.

5.3.05 OTHER REMEDIES

A complainant's right to a prompt and equitable resolution of a grievance and complaint will not be affected by the complainant's pursuit of other remedies, such as the filing of a grievance or complaint with the Department of Justice or other appropriate federal agency, or the filing of a suit in state or federal court.

6.7
EMERGENCY FINANCIAL ASSISTANCE –
DESIGNATION OF AGENT

RESOLUTION NO. 10-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, DESIGNATING AN AGENT FOR THE PURPOSE OF FILING APPLICATIONS FOR STATE AND FEDERAL DISASTER ASSISTANCE

WHEREAS, the City of Laguna Woods suffered damage to public facilities during recent storms; and

WHEREAS, state and federal financial assistance may be available to offset some of the costs incurred by the City;

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 Manager is hereby authorized to execute for and on behalf of the City of Laguna Woods, a public entity established under the laws of the State of California, an application and to file it in the Office of Emergency Services for the purpose of obtaining certain federal financial assistance under P. L. 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

SECTION 2. The City of Laguna Woods, a public entity established under the laws of the State of California, hereby authorizes its agent to provide to the State Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

PASSED, APPROVED AND ADOPTED ON THE ***DAY OF *****, 2010.

MILT ROBBINS, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

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


I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do
HEREBY CERTIFY that the foregoing **Resolution No. 10-XX** was duly adopted
by the City Council of the City of Laguna Woods at a regular meeting thereof, held
on the ____ day of _____ 2010, by the following vote:

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

YOLIE TRIPPY, Deputy City Clerk

9.1
CABLE TELEVISION FRANCHISE FEE

City of Laguna Woods Agenda Report

FOR: March 17, 2010 City Council Meeting
TO: Honorable Mayor and Councilmembers
FROM: Leslie A. Keane, City Manager 
Agenda Item: Cable Television Franchise Fee

Recommendation

Discuss and provide direction to staff regarding notice of intent to reinstate the cable television franchise fee in 2012.

Background

Prior to 2008, local government agencies in California had the ability to issue franchises for cable television services. As a part of this process, the local agency could collect a franchise fee and require certain types of public access and programming. The City of Laguna Woods is currently served by two cable television providers – Cox Communications and Golden Rain Foundation (GRF) Broadband, both of which have local franchises that pre-date 2008.

In June 2004, the City Council authorized a ten (10) year renewal of the Cox Communications cable television franchise which will expire on June 15, 2014. Termination or modification of this franchise requires mutual agreement. A new cable franchise with GRF was approved for a 30 year period, effective December 2007. This franchise gives either party the right to give notice of termination every five years, commencing with the effective date. The first five (5) year termination date is December 31, 2012. If enacted, the actual termination of the franchise would become effective 18 months from the date of notice, or July 1, 2014.

Discussion

Chapter 6.34 of the Laguna Woods Municipal Code contains regulations related to cable television franchises and current local franchises are in conformance with those regulations. The franchises include the City's ability to collect up to a 5% franchise fee and require the dedication of a public access channel. The California Digital Infrastructure and Video Competition Act of 2006, which became effective January 1, 2008, pre-empts local cable television regulation and prevents local jurisdictions from issuing cable franchises when those in place expire. All future franchises will be state issued. AT&T and Verizon have state cable franchises issued after January 2008 that would allow them to provide services in Laguna Woods; however, neither company currently has cable subscribers in the city limits. State cable television franchises also allow local jurisdictions to collect franchise fees and require public access programming.

In January 2001, the Laguna Woods City Council suspended the collection of the 5% cable franchise fee on subscriber services for both cable operators serving the residents of Laguna Woods at that time. The suspension has been continuously in place since that date; however, both franchisees continue to pay a fee based on advertising revenues.

The City is experiencing a downturn in revenue and it has been suggested that reinstating the franchise fee may be an appropriate method of addressing this circumstance. In the case of Cox Communications, the City must give reasonable notice of the fee reinstatement which is generally assumed to be 60 days. Under the terms of the GRF franchise, the City must give 18 months notice. Notice given in March 2010 would not become effective until mid-September 2012.

Given current data provided by Cox and GRF, the value of the waived franchise fees in the current fiscal year is approximately \$215,000. This amount is in addition to an anticipated \$40,000 in franchise fees collected on advertising services. GRF has recently contracted out management of its cable operations with the anticipation that basic rates will be lower in succeeding years. While any such rate adjustment would reduce the amount collected as a franchise fee, the new operator – Connexion – intends to offer additional pay service features that might also increase the franchise fee.

Both the Cox and GRF franchises included payment for cable related equipment. In addition, the GRF franchise includes a dedicated public access channel and the provision basic production service for City Council meetings and special events.

The Cox franchise allows the City space on one of its public access channels. Equipment fees, access channels and production services are not tied to the collection or waiver of the franchise fee.


Fiscal Impact

Reinstating the 5% cable franchise fee would generate additional General Fund revenue. This amount is estimated to be \$215,000 in current year dollars.

Conclusion

If the City wishes to reinstate the franchise fee, both cable companies should be treated equally and notice should be identical. Given the GRF franchise restriction, the actual collection of revenues would not occur for 18 months after notice of intent is delivered. Once notice is given, the City can revoke the notice and continue the franchise fee suspension at any time it wishes before or after the 18 month period.

Information provided by: Patrick Foley, Community Services Manager




9.2

**EL TORO ROAD/MOULTON PARKWAY
INTERSECTION IMPROVEMENTS**

**City of Laguna Woods
Agenda Report**

FOR: March 17, 2010 City Council Meeting

TO: Honorable Mayor and Councilmembers

FROM: Douglas C. Reilly, Assistant City Manager 

Agenda Item: El Toro Road//Moulton Parkway Intersection Improvements

Recommendation:

Approve an agreement with the Golden Rain Foundation for acquisition of property for the El Toro Road/Moulton Parkway intersection improvements, and authorize the City Manager to execute an agreement, subject to approval as to form by the City Attorney.

Background

The City is partnering with the County of Orange (County) to construct improvements at the intersection of El Toro Road and Moulton Parkway as Phase 1 of the Moulton Smart Street project, from Via Campo Verde to 1,200 feet north of El Toro Road. The improvements include widening of Moulton Parkway and El Toro Road to include additional left turn lanes on El Toro Road, the addition of right turn lanes on three legs of the Moulton/El Toro intersection, extension of the sidewalk on the east side of Moulton Parkway, the addition of a bus turnout north of the entrance to the Moulton Auto Spa, and pavement resurfacing. Beador Construction Company, Inc. was awarded the contract for this work in December 2009 and is expected to start work by the first week of April 2010.

In October 2001, the City Council approved an agreement with the County for Moulton Smart Street project design and right of way acquisition. The agreement includes a commitment by the City to acquire right of way within Laguna Woods.

Discussion

In January 2009, the City commenced eminent domain proceedings to acquire property fronting the Laguna Woods Village (Village) Equestrian Center on El Toro Road and Moulton Parkway, and the Village Golf Course along Moulton Parkway north of the Moulton Auto Spa. The City deposited \$106,866 in an escrow account and took possession of the property so that the project could move forward while negotiating a land acquisition agreement with the Golden Rain Foundation (GRF), the property owner.

This Settlement Agreement and Release reconfirms the \$106,505 purchase price offered by the City and the City's commitment regarding mitigation measures for the Equestrian Center and Golf Course. It also includes an additional \$14,935 for temporary construction easements and reimbursement for the cost of appraisals of two parcels, street signage and removal of temporary fencing. Copies of Exhibits 1, 2, 3 and 4- parcel maps and diagrams, plans and specifications for the project, respectively- are available in the office of the City Clerk.

Fiscal Impact

Right of way acquisition is funded by the County through the Moulton-Niguel road fee program.

Conclusion

The City took possession of property required for the Moulton Smart Street Project, from Via Campo Verde to 1,200 feet north of El Toro Road, in 2009. The City has negotiated a Settlement Agreement and Release with the property owner, GRF, that reconfirms the purchase price and mitigation measures for the affected properties, and reimburses the owner for other costs related to the project.

Approved:



Leslie A. Keane
City Manager

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between the Golden Rain Foundation of Laguna Woods (“GRF”), a California non-profit, mutual benefit corporation, on the one hand, and the City of Laguna Woods (the “City”), a municipal corporation, on the other hand. GRF and the City shall be referred to collectively as the “Parties.”

RECITALS

Whereas, the City has worked cooperatively with the County of Orange in order to accomplish certain roadway and traffic improvements including the widening of Moulton Parkway at its intersection with El Toro Road (“Moulton Smart Street Project” or “Project”);

Whereas, the Moulton Smart Street Project requires the acquisition of temporary construction easements and fee interests in portions of properties owned by GRF;

Whereas, GRF is the owner of certain real property located at 24312 El Toro Road, Laguna Woods, California, bearing Assessor Parcel Number 621-131-02 and 621-131-36 (the “Equestrian Center Property”), and 24112 Moulton Parkway, Laguna Woods, California, bearing Assessor Parcel Number 616-021-26 (the “Golf Course Property”). The Equestrian Center Property and the Golf Course Property are collectively referred to as the “GRF Properties”; and

Whereas, the City is authorized by California Code of Civil Procedure section 1240.010 and other applicable law to acquire real property by eminent domain; and

Whereas, on or about February 6, 2009, the City filed a condemnation action in the Orange County Superior Court entitled City of Laguna Woods v. Golden Rain Foundation of Laguna Woods, et al., Case No. 30-2009-00118338 (the “Court Action”), seeking to acquire portions of the GRF Properties for Phase 1 of the Moulton Smart Street Project; and

Whereas, on or about February 13, 2009, the City made a deposit of just compensation in the amount of \$106,866 pursuant to Code of Civil Procedure section 1255.010 with the California State Treasurer; and

Whereas, on April 17, 2009, the Court issued an Order of Possession that provided the City with possession of specified portions of the GRF Properties on or about April 27, 2009; and

Whereas, the Parties desire to enter into this Agreement to resolve the claims and issues in the Court Action and to provide the terms and conditions for the purchase and sale of the property interests described below;

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. No Admission of Liability. This Agreement is a compromise and is not intended to be, nor shall it be construed as, an admission of liability by any party to any other party. The

Parties are agreeing to the purchase and sale of certain interests in the GRF Properties as provided herein in order to promote and facilitate the Moulton Smart Street Project.

2. Agreement to Sell, Purchase, and Settle. GRF agrees to sell to the City, and the City agrees to purchase from GRF, the following properties and interests, all of which are owned by GRF, for the purchase price and upon the terms and conditions hereinafter set forth:

- (a) in fee simple absolute, Parcel Number 182, which is an approximately .139 acre portion of the Equestrian Center Property and is depicted in the diagram/map attached as Exhibit 1 to this Agreement;
- (b) in fee simple absolute, Parcel Number 510, which is an approximately .165 acre portion of the Equestrian Center Property and is depicted in the diagram/map attached as Exhibit 1 to this Agreement;
- (c) in fee simple absolute, Parcel No. 174, which is an approximately 4,777 square foot portion of the Golf Course Property and is depicted in the diagram/map attached as Exhibit 1 to this Agreement;
- (d) temporary construction easements in parcel numbers 182.1, 182.2, 510.1, and 510.2, lasting up to 24 months from the start of construction of Phase 1 of the Moulton Smart Street Project, and which are generally located at the Equestrian Center Property and depicted in the diagram/map attached as Exhibit 1 to this Agreement; and
- (e) temporary construction easements in parcel numbers 174.1, and 174.2, lasting a minimum of 24 months from the start of construction of Phase 1 of the Moulton Smart Street Project, and which are generally located at the Golf Course Property and depicted in the diagram/map attached as Exhibit 1 to this Agreement.
- (f) For purposes of this Agreement, the Project will be deemed to have started upon GRF's receipt of written notice from the City of commencement of construction activity.

The specific property interests in the GRF Properties to be sold by GRF and purchased by the City will be referred to hereinafter as the "Project Properties" and are summarized in the chart below:

Equestrian Center Property (24312 El Toro Road)

<u>Parcel</u>	<u>Estate</u>	<u>Size</u>
182	Fee	0.139 acres
182.1	TCE	890 square feet
182.2	TCE	2,109 square feet
510	Fee	0.165 acres
510.1	TCE	1,036 square feet
510.2	TCE	0.141 acres

Golf Course Property (24112 Moulton Parkway)

<u>Parcel</u>	<u>Estate</u>	<u>Size</u>
174	Fee	4,777 square feet
174.1	TCE	1,717 square feet
174.2	TCE	2,005 square feet

3. Purchase Price. The City agrees to pay to GRF the following amounts (collectively, the “Purchase Price”), which the Parties acknowledge to be the just compensation for the Project Properties:

- a. \$68,255 for fee simple title to Parcel Nos. 182 and 510 at the Equestrian Center Property.
- b. \$3,435 for the temporary construction easements over Parcel Nos. 182.1, 182.2, 510.1, and 510.2 at the Equestrian Center Property.
- d. \$38,250 for fee simple title to Parcel No. 174 and for the temporary construction easements over Parcel Nos. 174.1 and 174.2 at the Golf Center Property.
- e. \$10,000 in reimbursement for the cost of appraisals of the Property pursuant to Code of Civil Procedure § 1263.025.
- f. \$1,500 for street signage replacement at the Equestrian Center Property and removal of temporary fencing.

The payment of the Purchase Price shall be accomplished through the withdrawal by GRF of the \$106,866 amount on deposit with the State Treasurer and the City’s payment to GRF by separate check made out to “Golden Rain Foundation of Laguna Woods” in the amount of \$14,574. Additionally, the City shall secure the installation of the mitigation measures described in paragraphs 5 and 6 below.

4. Withdrawal of Funds on Deposit. The Parties will cooperate on securing a Court order for the withdrawal of the funds on deposit with the State Treasurer and payment of said funds to GRF. In that regard, the Parties will submit a Stipulation and [Proposed] Order to the Court and, if necessary, a motion to secure a Court Order directing the payment of the funds on deposit to GRF. Upon transfer of these funds to GRF, the amount of these funds shall be credited against the Purchase Price. The City shall be entitled to withdraw all accrued interest on the \$106,866 amount deposited with the State Treasurer.

5. Mitigation Measures for the Equestrian Center Property.

a. **Temporary Fencing.** The City will install temporary fencing at the Equestrian Center Property along both Moulton Parkway and El Toro Road during the Moulton Smart Street Project construction process. The temporary fencing will be chain-link fencing with opaque sheeting in substantial conformance with the plans and specifications for the El Toro Landscaping, which are set forth in Exhibits 2 and 3 to this Agreement. The temporary fencing along El Toro Road will be maintained by the City during construction and by GRF for a period of time no longer than 24 months following the recording of the Notice of Completion in order

for the new landscaping, referenced below in paragraph 5.b below, to grow into place. The temporary fencing along Moulton Parkway will be maintained by the City until construction of the permanent wall and installation of landscaping described in paragraphs 5.c and 5.d below have been completed. GRF will be responsible for removing the temporary fencing installed along El Toro Road pursuant to this subsection and the City will be responsible for removing the temporary fencing installed along Moulton Parkway pursuant to this subsection. Following construction, GRF must apply on an annual basis to the City for permits for the temporary fencing installed pursuant to this subsection and the City may not withhold approval of such permits unreasonably.

b. El Toro Landscaping. The City will install and furnish landscaping at the Equestrian Center Property along El Toro Road (“El Toro Landscaping”), in substantial conformance with the plans and specifications for the El Toro Landscaping, which are set forth in Exhibits 2 and 3 to this Agreement. Any and all of the City’s right, title, and interest to, and maintenance obligations for, the El Toro Landscaping on GRF-owned property transfers to GRF 180 days after the recording of the Notice of Completion.

c. Moulton Parkway Block Wall. The City will install a block wall on the Equestrian Center Property adjacent to Moulton Parkway (“Moulton Block Wall”), in substantial conformance with the plans and specifications for the Moulton Block Wall, which are set forth in Exhibits 2 and 3 to this Agreement. Upon the recording of the Notice of Completion, any and all of the City’s rights, title, and interest to, and maintenance obligations for, the Moulton Block Wall transfers to GRF.

d. Moulton Parkway Landscaping. The City will furnish and install landscaping on the Equestrian Center Property adjacent to Moulton Parkway (“Moulton Landscaping”), in substantial conformance with the plans and specifications for the Moulton Landscaping, which are set forth in Exhibits 2 and 3 to this Agreement. Any and all of the City’s rights, title, and interest to, and maintenance obligations for, the Moulton Landscaping transfers to GRF 180 days after the recording of the Notice of Completion. Any landscaping and irrigation facilities installed on the street side of the Moulton Block Wall shall be owned and maintained by the City.

e. Equestrian Center Parking Lot. The City will prepare plans, at its cost, for the slurry seal and re-striping of the parking lot at the Equestrian Center adjacent to El Toro Road (“Equestrian Center Parking Lot”), in substantial conformance with the plans and specifications for the slurry seal and re-striping of the Equestrian Center Parking Lot, which are set forth as Exhibits 2 and 3 to this Agreement. These plans shall maintain the same number of parking spaces as currently exist at the Equestrian Center Parking Lot. The City will pay for all of the work to be performed according the City’s plans, including the costs of design, construction, and permitting.

f. GRF-Owned Utilities. In the event that the City must relocate GRF-owned utilities in the course of meeting its obligations under Section 5, the City shall provide GRF with not less than 10 days notice of any interruption in service and will take all reasonable steps minimize delays in operation.

6. Mitigation Measures for the Golf Course Property.

a. Temporary Fencing. The City will install temporary fencing at the Golf Course Property during the Moulton Smart Street Project construction process. The temporary fencing will be chain-link fencing with opaque sheeting. The temporary fencing will be maintained until construction of the Golf Course Retaining Wall described in paragraph 6(c) below has been completed.

b. Protective Screening/Netting. The City will install protective screening/netting on the Golf Course Property in order to protect vehicles and pedestrians on Moulton Parkway from stray and/or errant golf balls, in substantial conformance with the plans and specifications for the protective screening/netting, which are set forth in Exhibits 2 and 3 to this Agreement. Upon recording of the Notice of Completion, any and all of the City's rights, title, and interest in and to the protective screening/netting transfers to GRF.

c. Golf Course Retaining Wall. The City will replace the existing block wall at the Golf Course Property along Moulton Parkway with a retaining wall with tubular steel fencing and masonry pilasters ("Golf Course Retaining Wall"), in substantial conformance with the plans and specifications for the Golf Course Retaining Wall, which are set forth in Exhibits 2 and 3 to this Agreement. Upon recording of the Notice of Completion, any and all of the City's rights, title, and interest to the Golf Course Retaining Wall transfers to GRF.

d. Golf Course Landscaping. The City will furnish and install landscaping on the Golf Course Property ("Golf Course Landscaping"), in substantial conformance with the plans and specifications for the landscaping, which are set forth in Exhibit 3 to this Agreement. The City will relocate or replace all trees that are in the path of the project easements. The trees will be relocated or replaced in the same general area in which they currently exist, pursuant to Exhibits 2 and 3. If trees are replaced, they will be replaced pursuant to Laguna Woods Municipal Code Chapter 4.26 and subject to GRF's approval, which GRF may not withhold unreasonably. Any and all of the City's rights, title, and interest to, and maintenance obligations for, the Golf Course Landscaping transfers to GRF 180 days after recording of the Notice of Completion. Any landscaping and irrigation facilities installed on the street side of the Golf Course Retaining Wall shall be owned and maintained by the City.

f. GRF-Owned Utilities. In the event that the City must relocate GRF-owned utilities in the course of meeting its obligations under Section 6, the City shall provide GRF with not less than 10 days notice of any interruption in service and will take all reasonable steps minimize delays in operation.

7. City's Right of Entry.

a. In addition to the Project Properties, and in consideration of all of the promises contained herein, Permission is hereby granted to the City, or its authorized agents, to enter upon any additional portions of the GRF Properties as necessary for the purposes of the construction of the Moulton Smart Street Project as well as any temporary maintenance

obligations that the City may have concerning improvements to be constructed on GRF-owned property. This right shall hereinafter be referred to as the "Right of Entry." The Right of Entry herein granted is subject to the City defending and indemnifying GRF against, and holding GRF harmless from, any loss of or damage to any property, or injury or death of any person whomsoever, arising out of the exercise of the Right of Entry granted herein.

b. It is understood that when the City's need for use of this Right of Entry ceases, the City shall discontinue all use of the property and return the property to a neat, clean condition equal to or better than the condition that existed prior to the start of construction.

c. GRF hereby agrees to voluntarily grant this Right of Entry to the City in exchange for the CITY's performance under this document. GRF hereby agrees to waive its right to receive just compensation, if any, for the value of the Right of Entry being granted.

8. Good Faith. GRF and the City will work together cooperatively, reasonably, and in good faith to address and, if necessary, make any changes in the plans and specifications attached as Exhibits 2 and 3 to the extent such changes become necessary as a result of mistakes in the plans and specifications and/or to reflect changed conditions in the field. To the extent that any GRF-owned facilities become located on City-owned property as a result of this Agreement, GRF will not need to obtain an easement to access such facilities.

9. Title and Title Policy. It shall be a condition to the delivery of the Purchase Price that title to the Project Properties shall be conveyed to the City by GRF and that a title company approved by the City has issued, or be irrevocably committed to issue, at the City's expense, its CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") in the amount of the Payment showing title to the Project Properties vested in the City.

10. Representations and Warranties of GRF. GRF makes the following representations and warranties, which shall survive the transfer of title of the Project Properties from GRF to the City:

(a) GRF holds title to an indefeasible estate in fee simple in the Equestrian Center Property and Golf Center Property. GRF is the sole owner of the Equestrian Center Property and Golf Center Property, has good, absolute and marketable title to the Equestrian Center Property and Golf Center Property and has full power and authority to own and sell and convey the Project Properties described above in Paragraph 2 to the City and to enter into and perform its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by GRF, GRF's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which GRF is at present a party, or by which GRF is bound;

(c) GRF will not enter into any agreements or undertake any new obligations prior to the execution of the deeds required by this Agreement which will in any way burden,

encumber or otherwise affect the Project Properties described above in Paragraph 2 without the prior written consent of the City;

(d) To GRF's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Project Properties described above in Paragraph 2 is pending, proposed or threatened;

(e) According to GRF's knowledge, the Project Properties described above in Paragraph 2 are not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Equestrian Center Property and Golf Course Property, including, but not limited to, the underlying soil and groundwater conditions which could affect the Project Properties or their use, and neither GRF nor any other person or predecessor in interest have used, generated, manufactured, stored or disposed of on, under or about the Project Properties, or transported to or from the Project Properties, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, *et seq.*; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time;

(f) GRF has and shall have paid before the effective date of this Agreement any and all current and past due taxes, assessments, penalties and interest levied and assessed against the Project Properties described above in Paragraph 2. If not paid prior to the effective date of this Agreement, GRF hereby authorizes the City to disburse to the taxing authority from funds otherwise due to GRF an amount sufficient to discharge said taxes, assessments, penalties and interest.

11. Representations and Warranties of the City.

A. The City shall repair and restore any improvements or land (other than Parcel Nos. 174, 182, and 510 and any improvements located thereon) belonging to GRF that may be damaged by the City or the City's contractor during construction of the works of improvement for which the Project Properties described above in Paragraph 2 are conveyed, or, at the City's option, pay to GRF the market value of such improvements, provided that this Section shall not be construed to require the City to pay for the use for which the Project Properties described above in Paragraph 2 are intended.

B. The City shall save and hold harmless, defend and indemnify GRF against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of the City or the City's contractor in the performance of any work by the City or the City's contractor in performing the mitigation measures described in paragraphs 5 and 6 above and in constructing any improvements on the Project Properties.

C. Should any of the facilities installed on GRF-owned property pursuant to Sections 5 and 6 of this Agreement prove to be defective due to faulty workmanship, material furnished or methods of installation, or should such facilities or any part thereof fail to operate properly, as planned and in accordance with the applicable plans and specifications, due to faulty workmanship, material furnished or methods of installation, all within one year of the recording of the Notice of Completion applicable to such facility, the City agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within 45 days after receipt of a demand from GRF. The rights provided under this section are not exclusive and shall be in addition to any other rights that GRF has at law and shall be cumulative.

12. Waiver and Release by GRF. In return for the terms and conditions in this Agreement, and except as otherwise set forth herein, GRF, and its employees, agents, directors, officers, attorneys, assigns, representatives, predecessors, and successors, and each of them, agree to fully and forever waive and release the City and its employees, agents, insurance carriers, officers, attorneys, assigns, representatives, predecessors, and successors, and each of them, from any and all claims which GRF may have, have had, or may in the future have, against the City arising from the City's acquisition of the Project Properties, whether known or unknown, including but not limited to, the following:

- (a) Compensation for real property and all other interests in the Project Properties;
- (b) Any right to seek or obtain an award of litigation expenses or costs pursuant to Code of Civil Procedure sections 1250.410 and 1268.710;
- (c) Any right to challenge the City's right to take any interests in the GRF Properties.
- (d) Any right to a trial or appeal;
- (e) Any right to claim attorney's fees, expert fees, or any litigation expenses and/or court costs;
- (f) Any right to seek any compensation related to the City's acquisition of the Project Properties in any amount greater than set forth in this Agreement;
- (g) Any right to claim severance damages (i.e., damages to the remainder not taken resulting from the City's construction and/or use of Phase 1 of the Moulton Smart Street Project);

equipment;
(h) Any right to claim any damages for loss of machinery, fixtures, and/or

(i) Any right to claim loss of rents;

(j) Any right to claim relocation assistance;

(k) Any right to claim precondemnation damages;

(l) Any right to claim compensation for improvements relating to realty;

(m) any right to repurchase, leaseback from the City, or receive any financial gain from, the sale of any portion of the Project Properties, or challenge the City's adoption of a resolution of necessity, pursuant to Code of Civil Procedure sections 1245.245;

(n) any right to receive notices pursuant to Code of Civil Procedure section 1245.245;

(o) any right to enforce any other obligation placed upon City pursuant to Code of Civil Procedure sections 1245.245 and 1263.615, as well as any other rights conferred upon GRF pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025;

(p) Any other right, claim, cause of action, or demand of any kind or nature, whether known or unknown, arising out of the City's acquisition of the Project Properties or construction and use of the Moulton Smart Street Project, including but not limited to a claim for inverse condemnation.

With respect to each of the releases set forth in this Agreement, GRF acknowledges that it is familiar with the provisions of California Civil Code Section 1542, which is expressly understood by each party hereto to provide as follows:

* * * * *

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

* * * * *

GRF being aware of said code section hereby expressly waives any and all rights it may have thereunder, as well as under any other statute or common law principles of similar effect.

GRF HAS READ AND UNDERSTANDS THE FOREGOING WAIVER OF RIGHTS UNDER CIVIL CODE SECTION 1542

_____/_____
GRF's INITIALS

The waivers and releases set forth above, and each of them, shall survive the transfer of title of the Project Properties from GRF to the City.

13. Waiver and Release by the City. The City and its employees, agents, officers, attorneys, assigns, representatives, predecessors, and successors, and each of them, agree to fully and forever waive and release GRF, and its employees, agents, insurance carriers, directors, officers, attorneys, assigns, representatives, predecessors, and successors, and each of them, from any and all claims which the City may have, have had, or may in the future have, against GRF arising from the City's acquisition of the Project Properties, whether known or unknown.

With respect to each of the releases set forth in this Agreement, City acknowledges that it is familiar with the provisions of California Civil Code Section 1542, which is expressly understood by each party hereto to provide as follows:

* * * * *

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

* * * * *

City being aware of said code section hereby expressly waives any and all rights it may have thereunder, as well as under any other statute or common law principles of similar effect.

CITY HAS READ AND UNDERSTANDS THE FOREGOING WAIVER OF RIGHTS UNDER CIVIL CODE SECTION 1542

_____/_____
CITY's INITIALS

The waivers and releases set forth above, and each of them, shall survive the transfer of title of the Project Properties from GRF to the City.

14. Acknowledgment of Full Benefits and Release.

A. By execution of this Agreement, GRF, on behalf of itself and its respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full and final payment for the acquisition of the specified portions of the Project Properties by the City, and GRF hereby expressly and unconditionally waives any and all claims

for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Project Properties.

B. This Agreement arose out of the City’s efforts to acquire the Project Properties through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Project Properties or of the GRF Properties or of liability by any party to this agreement.

15. Deeds. GRF shall execute and deliver to the City for recordation the deeds and Temporary Construction Easements in the form of the documents attached to this Agreement collectively as Exhibit 4.

16. Miscellaneous.

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Golden Rain Foundation of Laguna Woods	Robert J. Mulvihill, Esq. HART, KING & COLDREN 200 Sandpointe, Fourth Floor Santa Ana, CA 92707
City of Laguna Woods	Leslie Keane City Manager City of Laguna Woods 24264 El Toro Road Laguna Woods, CA 92653

Any party hereto may, from time to time, by written notice to the other parties, designate a different address and/or a different person, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

D. Governing Law. This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

E. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

F. Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. Confidentiality. GRF will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall GRF be required to refrain from disclosing the terms of this Agreement where GRF reasonably determines that: (i) it is legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for GRF, or any of its agents or employees, to maintain or compile its personal or business books or records; (iv) disclosure to members of GRF's Board of Directors is necessary and required; or (iv) disclosure is necessary or required in order for GRF, or any of its agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

J. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to the City's acquisition of the Project Properties and shall never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

K. No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive transfer of title of the

Project Properties from GRF to the City, including the delivery and recordation of the deeds and Temporary Construction Easements in the form of the documents attached to this Agreement collectively as Exhibit 4.

L. Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Laguna Woods and the Board of Directors of GRF.

M. Broker. GRF and the City each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any persons in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

N. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Agreement will be considered executed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.

O. Severability. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.

P. Waiver. Waiver by any Party of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract.

Q. Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by the Parties to be bound thereby. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

R. Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations.

S. Recorded Grant Deeds. City will provide a copy of the recorded Grant Deeds to GRF in care of its managing agent, Professional Community Management, Inc.

GOLDEN RAIN FOUNDATION OF LAGUNA WOODS

Date: _____

Date: _____

APPROVED AS TO FORM

HART, KING & COLDREN

Date: _____

By: _____

Robert J. Mulvihill

CITY OF LAGUNA WOODS

Date: _____

By: _____

Leslie Keane

Its: City Manager

APPROVED AS TO FORM

BURKE, WILLIAMS & SORENSEN, LLP

Dated: _____

By: _____

Stephen A. McEwen