

# CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting  
Wednesday, February 15, 2017  
2:00 p.m.

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

Shari L. Horne  
Mayor

Carol Moore  
Mayor Pro Tem

Cynthia Conners  
Councilmember



Bert Hack  
Councilmember

Noel Hatch  
Councilmember

*Welcome to a meeting of the Laguna Woods City Council!*

*This meeting may be recorded, televised, and made publically available.*

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

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

REGULAR MEETING SCHEDULE

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

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FOR ADDITIONAL INFORMATION

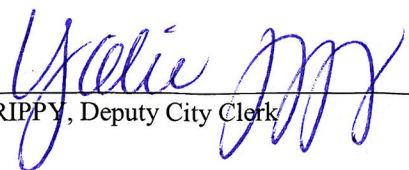
For additional information, please contact the City Clerk’s Office at (949) 639-0500/TTY (949) 639-0535, [cityhall@cityoflagunawoods.org](mailto:cityhall@cityoflagunawoods.org), or 24264 El Toro Road, Laguna Woods, California 92637.

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AFFIDAVIT OF POSTING

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

I, Yolie Trippy, Deputy City Clerk, City of Laguna Woods, hereby certify under penalty of perjury that this agenda was posted at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City’s website ([www.cityoflagunawoods.org](http://www.cityoflagunawoods.org)); and, at other locations designated by Resolution No. 02-33, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.

  
\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

2-10-17  
\_\_\_\_\_  
Date

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1 Black History Month – February 2017

*Recommendation:* Approve and present the proclamation.

**V. PUBLIC COMMENTS**

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

**VI. CONSENT CALENDAR**

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

6.1 City Council Minutes

*Recommendation:* Approve the City Council meeting minutes for the regular meeting on January 18, 2017.

6.2 City Treasurer's Report

*Recommendation:* Receive and file the City Treasurer's Report for the month of January 2017.

6.3 Warrant Register

*Recommendation:* Approve the warrant register dated February 15, 2017 in the amount of \$542,019.60.

6.4 Employee Compensation and Benefits

*Recommendation:* Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LAGUNA WOODS, CALIFORNIA,  
ESTABLISHING A COMPENSATION SCHEDULE AND  
BENEFITS FOR CITY EMPLOYEES

6.5 Law Enforcement Services Costs

*Recommendation:* Authorize the City Manager to expend up to \$20,700 from the Fiscal Year 2016-17 General Fund City Council Contingency to support the analysis of potential strategies and actions to address increasing law enforcement services costs.

6.6 Street Sweeping Services

*Recommendation:* Approve an agreement with Sunset Property Services for street sweeping services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.7 Tree Pruning and Removal Services

*Recommendation:* Approve an agreement with West Coast Arborists, Inc. for tree pruning and removal services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.8 General Plan Annual Report

*Recommendation:* Receive and file the General Plan Annual Report for the 2016 calendar year.

6.9 Laguna Woods Civic Support Fund

*Recommendation:* Ratify the bylaws for the Laguna Woods Civic Support Fund, as adopted and recommended by the Laguna Woods Civic Support Fund Board of Directors.

**VII. PUBLIC HEARINGS**

- 7.1 Conditional Use Permit CUP-1162 to allow for the establishment of an indoor archery range at 24232 Calle Aragon, Laguna Woods, CA 92637

*Recommendation:*

- 1. Receive staff report.

AND

- 2. Open public hearing.

AND

- 3. Receive public testimony.

AND

- 4. Close public hearing.

AND

- 5. Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT CUP-1162 TO ALLOW FOR THE ESTABLISHMENT OF AN INDOOR ARCHERY RANGE AT 24232 CALLE ARAGON, LAGUNA WOODS, CA 92637

- 7.2 Building, Planning, and Encroachment Permit Fees

*Recommendation:*

- 1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING NEW AND INCREASED OR MODIFIED BUILDING AND PLANNING SERVICES FEES, AND ENCROACHMENT PERMIT FEES

### 7.3 Wireless Facilities Regulations

*Recommendation:*

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010, 13.08.010, 13.10.020, 13.12.020, 13.13.020, 13.24.020, AND 13.26.210 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO THE INSTALLATION AND MODIFICATION OF WIRELESS FACILITIES

## **VIII. CITY COUNCIL BUSINESS**

- 8.1 Appointment of Southern California Association of Governments’ 2017 General Assembly Delegate and Alternate Delegate

*Recommendation:* Appoint members of the City Council to serve as a delegate and alternate at the Southern California Association of Governments’ 2017 General Assembly.

- 8.2 Support for Golf Cart Crossing-related State Legislation (agendized by Mayor Horne)

*Recommendation:* Authorize the Mayor to cause to be prepared, prepare, and submit correspondence stating the City’s support for state legislation that would provide cities with additional flexibility to allow combined regular vehicular and golf cart traffic to cross public roadways that are designed and constructed in a manner that would safely permit such combined traffic.

## **IX. CITY COUNCIL REPORTS AND COMMENTS**

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

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

**X. CLOSED SESSION**

**XI. CLOSED SESSION REPORT**

**XII. ADJOURNMENT**

Next Regular Meeting:                      Wednesday, April 19, 2017 at 2 p.m.  
Laguna Woods City Hall  
24264 El Toro Road, Laguna Woods, California 92637

4.1

**PROCLAMATION – BLACK HISTORY MONTH –  
FEBRUARY 2017**

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**Proclamation  
City of Laguna Woods  
Black History Month  
February 2017**

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

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

**WHEREAS**, Black History Month is a time for all Americans to remember the stories and teachings of African Americans who have helped to combat prejudice, further the cause of civil rights, and build, serve, and enrich our nation; and

**WHEREAS**, the Laguna Woods African American Heritage Club provides residents with opportunities to celebrate and recognize African American culture through social, educational, and historical events unique to African American life; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Laguna Woods City Council does hereby proclaim February 2017 as “Black History Month” in the City of Laguna Woods and encourages reflection on the contributions that African Americans have made and continue to make, both locally and throughout our nation.

Dated this 15<sup>th</sup> day of February, 2017

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Shari L. Horne  
Mayor

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Attest: Yolie Trippy  
Deputy City Clerk

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**6.1-6.9**  
**CONSENT CALENDAR SUMMARY**

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# City of Laguna Woods Agenda Report

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Christopher Macon, City Manager  
**FOR:** February 15, 2017 Regular Meeting  
**SUBJECT:** Consent Calendar Summary

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## **Recommendation**

Approve all proposed actions on the February 15, 2017 Consent Calendar by single motion and City Council action.

## **Background**

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

## **Summary**

The February 15, 2017 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on January 18, 2017.
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of January 2017.
- 6.3 Approval of the warrant register dated February 15, 2017 in the amount of \$542,019.60. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at City Hall.

- 6.4 Approval of a resolution establishing a compensation schedule and benefits for City employees. The proposed resolution would modify only the manner in which full-time employees accrue paid time off. Existing policy provides for full-time employees to be compensated for paid time off that is accrued in excess of 480 hours, following the end of each calendar year. Beginning on January 1, 2018, the proposed resolution would cause full-time employees to cease to accrue additional paid time off when they reach the accrual limit of 480 hours, thereafter ending the practice of providing compensation for excess paid time off accrued at year-end. Full-time employees' accrual of paid time off would resume in the first pay period following the pay period in which their balance of paid time off falls below 480 hours.
- 6.5 Authorization for the City Manager to expend up to \$20,700 from the Fiscal Year 2016-17 General Fund City Council Contingency to support the analysis of potential strategies and actions to address increasing law enforcement services costs. Law enforcement services costs are expected to continue to increase significantly over the coming years, due in large part to salary and benefit increases negotiated and approved by the Orange County Board of Supervisors (the City does not have a role in labor negotiations). If the recommended action is taken, a portion of the City Council Contingency would be used to evaluate whether alternate deployments or organizational changes could result in law enforcement services cost savings. The City Council Contingency currently has a balance of \$49,000.
- 6.6 Approval of an agreement with Sunset Property Services for street sweeping services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The Request for Proposals (RFP) for street sweeping services was released on January 12, 2017 with proposals due by February 3, 2017. A total of two proposals were received (CleanStreet and Sunset Property Services). After reviewing both proposals, staff recommends that the City Council award the agreement to Sunset Property Services due to factors including cost and experience. Sunset Property Services currently provides street sweeping services to the City under contract with PV Maintenance. Sunset Property Services also provides street sweeping services for the County of Orange and the cities of Laguna Hills, Laguna Niguel, and Mission Viejo.
- 6.7 Approval of an agreement with West Coast Arborists, Inc. for tree pruning and removal services and authorization for the City Manager to execute the

agreement, subject to approval as to form by the City Attorney. The Request for Proposals (RFP) for tree pruning and removal services was released on January 12, 2017 with proposals due by February 3, 2017. A total of two proposals were received (Great Scott Tree Service and West Coast Arborists). After reviewing both proposals, staff recommends that the City Council award the agreement to West Coast Arborists due to factors including cost. West Coast Arborists has successfully provided similar services to OC Parks and the cities of Huntington Beach and Tustin.

- 6.8 Approval of a motion to receive and file the General Plan Annual Report for the 2016 calendar year. The City is required to file a report describing the status of the implementation of the General Plan with the City Council, the State of California's Office of Planning and Research, and the State of California's Department of Housing and Community Development no later than April 1 of each year [Government Code Section 65400(a)(2)].
- 6.9 Ratification of the bylaws for the Laguna Woods Civic Support Fund, as adopted and recommended by the Laguna Woods Civic Support Fund Board of Directors. The Laguna Woods Civic Support Fund Board of Directors met on February 7, 2017 and adopted revised bylaws that corrected a discrepancy related to the Civic Support Fund's fiscal year. The revision states that the Civic Support Fund's fiscal year shall commence on July 1 and conclude on the immediately following June 30 (as opposed to January 1 and December 31, respectively). No other revisions are proposed from the version of the bylaws that the City Council ratified on August 17, 2016.

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**6.1**  
**CITY COUNCIL MINUTES**

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**CITY OF LAGUNA WOODS CALIFORNIA  
CITY COUNCIL MINUTES  
REGULAR MEETING  
January 18, 2017  
2:00 P.M.  
Laguna Woods City Hall  
24264 El Toro Road  
Laguna Woods, California 92637**

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**I. CALL TO ORDER**

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

**II. ROLL CALL**

COUNCILMEMBER:           PRESENT:   Conners, Hatch, Moore, Horne  
                                  ABSENT:   Hack

STAFF PRESENT:           City Manager Macon, City Attorney Cosgrove, Administrative Services Director/City Treasurer Cady, Deputy City Clerk Trippy

**III. PLEDGE OF ALLEGIANCE**

Hal Horne, resident, led the flag salute.

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1   Garden Club of Laguna Woods – 50<sup>th</sup> Anniversary

Ann Jenkinson and Nancy Field, Garden Club of Laguna Woods, made comments.

Councilmembers made comments.

Moved by Councilmember Conners, seconded by Mayor Pro Tem Moore, and carried on a 4-0 vote with Councilmember Hack absent, to approve and present the commendation.

Mayor Horne announced that she is starting a monthly “Mondays with the Mayor” program that will allow residents to voice their concerns and/or ideas.

**V. PUBLIC COMMENT**

Rudy Padrol, Laguna Woods Safe Access, inquired if there were any updates pertaining to the medical marijuana moratorium.

City Manager Macon stated that there were no updates at this time.

Mr. Padrol inquired if there is a process for paying taxes on medical marijuana deliveries or any guidelines from the City.

City Manager Macon stated that the City does not have regulations regarding medical marijuana deliveries and noted that the State Board of Equalization is responsible for taxation.

## **VI. CONSENT CALENDAR**

Moved by Mayor Pro Tem Moore seconded by Councilmember Hatch, and carried on a 4-0 vote with Councilmember Hack absent, to approve Consent Calendar Items 6.1 – 6.5.

### **6.1 City Council Minutes**

Approved the City Council meeting minutes for the regular meeting on December 21, 2016.

### **6.2 City Treasurer's Report**

Received and filed the City Treasurer's Report for the month of December 2016.

### **6.3 Warrant Register**

Approved the warrant register dated January 18, 2017 in the amount of \$473,512.94.

### **6.4 As Needed Landscape Architecture and Forestry Services**

Approved an amendment and extension of the agreement with NUVIS for as needed landscape architecture and forestry services and authorized the City Manager to execute the amendment and extension, subject to approval as to form by the City Attorney.

### **6.5 Streetlight Maintenance Services**

Approved an extension of the agreement with Peak Lighting & Electric, Inc. for streetlight maintenance services and authorized the City Manager to execute the extension, subject to approval as to form by the City Attorney.

Mayor Horne moved Item 8.2 to next on the agenda. There were no objections.

## **VIII. CITY COUNCIL BUSINESS**

### **8.2 Golden Rain Foundation of Laguna Woods' Request for the City to Support a Solar Energy-related Grant Application**

Mayor Horne introduced the agenda item.

Lori Moss, on behalf of the Golden Rain Foundation of Laguna Woods, made a presentation and requested the City Council's support for the resolution.

Councilmembers discussed the item and Ms. Moss answered related questions.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Hatch, and carried on a 4-0 vote with Councilmember Hack absent, to adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, SUPPORTING THE GOLDEN RAIN FOUNDATION OF LAGUNA WOODS' APPLICATION FOR FUNDING FROM THE CALIFORNIA ENERGY COMMISSION'S "SOLAR+: TAKING THE NEXT STEPS TO ENABLE SOLAR AS A DISTRIBUTION ASSET" GRANT PROGRAM

## **VII. PUBLIC HEARINGS**

### **7.1 Residential Energy Efficiency Improvement Program**

City Manager Macon made a presentation.

Mayor Horne opened the public hearing.

With no requests to speak, the public hearing was closed.

Councilmembers made comments.

Moved by Councilmember Hatch, seconded by Councilmember Conners, and carried on a 4-0 vote with Councilmember Hack absent, to authorize an increase in the average expenditure per qualified resident application for the Community Development Block Grant (CDBG)-funded Energy Efficiency Improvement Program from "approximately \$2,500" to "approximately \$3,750", with an acknowledgement that expenditures per application may be higher or lower due to individual needs, homeowner's association requirements, product and installation costs, and other factors.

### **7.2 Community Development Block Grant (CDBG) Public Facilities and Improvement Project Applications**

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Mayor Horne opened the public hearing.

With no requests to speak, the public hearing was closed.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Hatch, and carried on a 4-0 vote with Councilmember Hack absent, to authorize the City Manager to submit a proposal to the County of Orange for \$145,700 in Community Development Block Grant (CDBG) funds from the Fiscal Year 2017-18 public facilities and improvement grant cycle for phase one of an Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project, generally consisting of pedestrian path of travel, ramp, landing, and curb improvements on Moulton Parkway.

7.3 Senior Mobility Program

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Mayor Horne opened the public hearing.

With no requests to speak, the public hearing was closed.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Conners, and carried on a 4-0 vote with Councilmember Hack absent, to authorize staff to take actions to continue the Senior Mobility Program for Fiscal Year 2017-18, in advance of budget and work plan adoption.

AND

Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING NEW AND INCREASED OR MODIFIED SENIOR MOBILITY PROGRAM FEES

**VIII. CITY COUNCIL BUSINESS**

8.1 California Building Standards Code Administrative Provisions

City Manager Macon made a presentation.

Councilmember Conners discussed the item and staff answered related questions.

Moved by Councilmember Conners, seconded by Mayor Pro Tem Moore, and carried on a 4-0 vote with Councilmember Hack absent, to approve the second reading and adoption of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING CHAPTER 10.05 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO

CALIFORNIA BUILDING STANDARDS CODE ADMINISTRATIVE  
PROVISIONS

**IX. CITY COUNCIL REPORTS AND COMMENTS**

9.1 Coastal Greenbelt Authority

Councilmember Connors provided a report.

9.2 Orange County Fire Authority

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

Steve Dohman, Orange County Fire Authority, discussed a recent fire at a fire station in Buena Park.

Councilmembers commented on the update.

9.3 Orange County Library Advisory Board

Mayor Pro Tem Moore provided a report.

9.4 Orange County Mosquito and Vector Control District

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

Councilmember Connors asked about a vaccine for the Zika virus.

Mayor Horne stated that there haven't been any developments from the Orange County Mosquito and Vector Control District.

9.5 San Joaquin Hills Transportation Corridor Agency

No report was given due to Councilmember Hack's absence.

9.6 South Orange County Watershed Management Area

Mayor Pro Tem Moore stated that there had been no meeting since the last meeting. She commented on current water issues.

9.7 Other Comments and Reports – None

**X. CLOSED SESSION – None**

**XI. CLOSED SESSION REPORT – None**

**XII. ADJOURNMENT**

The meeting was adjourned on behalf of pets that bring joy and comfort to their owners at 3:46 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, February 15, 2017, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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YOLIE TRIPPY, Deputy City Clerk

Adopted: February 15, 2017

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SHARI L. HORNE, Mayor

**6.2**  
**CITY TREASURER'S REPORT**

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**City of Laguna Woods**  
**City Treasurer's Report**  
**For the Month Ended January 31, 2017**

ITEM 6.2

**CASH AND INVESTMENTS**

	<b>Beginning Balances As of 12/31/16</b>	<b>Earnings &amp; Receipts</b>	<b>Disbursements</b>	<b>Other Adjustments</b>	<b>Ending Balances As of 1/31/17</b>	<b>% of Total Cash &amp; Investment Balances</b>	<b>Maximum % Allowed per Investment Policy</b>
<b>Cash and Cash Equivalents</b>							
Analyzed Checking Account (Note 3)	\$ 304,191	\$ 1,358,073	\$ (559,067)	\$ (245,000)	\$ 858,197		
Petty Cash	604	(24)	-	-	580		
<b>Total Cash and Cash Equivalents</b>	<b>\$ 304,795</b>	<b>\$ 1,358,049</b>	<b>\$ (559,067)</b>	<b>\$ (245,000)</b>	<b>\$ 858,776</b>	<b>7.87%</b>	<b>100.00%</b>
<b>Investments - Interest and Income Bearing</b>							
Local Agency Investment Fund (LAIF) (Notes 1 and 2)	\$ 8,813,909	\$ 15,156	\$ -	\$ -	\$ 8,829,065	80.88%	90.00%
Certificates of Deposit (at par value plus accrued interest) (Note 4)	982,072	\$ 973	\$ (208)	245,000	1,227,837	11.25%	20.00%
<b>Total Investments</b>	<b>\$ 9,795,981</b>	<b>\$ 16,129</b>	<b>\$ (208)</b>	<b>\$ 245,000</b>	<b>\$ 10,056,901</b>		
<b>TOTAL CASH, CASH EQUIVALENTS, AND INVESTMENTS</b>	<b>\$ 10,100,775</b>	<b>\$ 1,374,178</b>	<b>\$ (559,275)</b>	<b>\$ -</b>	<b>\$ 10,915,678</b>		

**Summary of Total Cash, Cash Equivalents, and Investments:**

	<b>General Fund</b>	<b>Special Revenue Funds</b>	<b>Totals</b>
Analyzed Checking	\$ (114,141)	\$ 972,337	\$ 858,197
Petty Cash	\$ 580	\$ -	\$ 580
LAIF	\$ 8,279,282	\$ 549,783	\$ 8,829,065
Certificates of Deposit (including accrued interest)	\$ 1,227,837	\$ -	\$ 1,227,837
<b>Totals</b>	<b>\$ 9,393,558</b>	<b>\$ 1,522,120</b>	<b>\$ 10,915,678</b>

**Notes:**

Note 1 - LAIF / During this period there were no transfers between the LAIF account and the City's checking account.

Note 2 - LAIF / LAIF reports interest earnings quarterly. \$15,156 in earnings for the period October 2016 through December 2016 was reported and deposited in January 2017.

Note 3 - Analyzed Checking Account / Monthly activity reported does not reflect January vendor invoicing received after or not processed as of the date of this report.

Note 4 - Accrued interest on certificates of deposit is included in book value when earned and payable, and, if the investment is sold, unpaid interest would be transferred to the buyer.



**City of Laguna Woods**  
**City Treasurer's Report**  
**For the Month Ended January 31, 2017**

ITEM 6.2

**INVESTMENT PORTFOLIO DETAIL**

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value (Note 3)	Book Value	Stated Rate (Note 1)	Coupon Type	1st Coupon Date	Rating or Rank (Note 2)	Yield to Maturity 365 Days	Maturity Date
<b>Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)</b>														
02006LM59	2016-1	ALLY BK MIDVALE UTAH	24 months	09/12/16	09/15/16	245,000	243,812	245,000	1.150	Semi-Annual	03/15/17	300	1.150	09/17/18
2366+LAM8	2016-2	CITY BANK	12 months	09/12/16	09/20/16	245,000	244,966	245,000	0.800	Annual	09/20/17	247	0.800	09/20/17
949763BJ4	2016-3	WELLS FARGO BANK	18 months	09/13/16	09/28/16	245,000	244,314	245,000	1.000	Monthly	10/28/16	295	1.000	03/28/18
140420F47	2016-4	CAPITAL ONE BANK USA	18 months	09/13/16	09/21/16	245,000	244,351	245,000	1.000	Semi-Annual	03/21/17	300	1.000	03/21/18
57116ANC8	2017-1	MARLIN BUSINESS BK SALT LAKE	18 months	01/13/17	01/13/17	245,000	245,274	245,000	1.250	Monthly	02/13/17	300	1.250	07/13/18
		Accrued Interest - Month End				2,837	2,837	2,837						
<b>Total CDs</b>						<b>1,227,837</b>	<b>1,225,553</b>	<b>1,227,837</b>						
<b>Pooled Money Investment Accounts (PIMA)</b>														
N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	8,829,065	8,829,065	8,829,065	0.751	N/A	N/A	N/A	N/A	N/A
<b>Total PIMA</b>						<b>8,829,065</b>	<b>8,829,065</b>	<b>8,829,065</b>						

**Notes:**

Note 1 - The stated earnings rate for CDs is a fixed rate for the full term.

The stated earnings rate for LAIF balances is an average monthly yield applied to the City's weighted average balance within the total pool. Earnings are paid at the end of each quarter.

LAIF average monthly investment yield rates for the last six months of 2016 and for January 2017 were:

**2016:** Jul. 0.588%, Aug. 0.614%, Sept. 0.634%, Oct. 0.654%, Nov. 0.678%, and Dec. 0.719% / **2017:** Jan. 2017 0.751%

Note 2 - CDs rank is an IDC Financial Publishing, Inc. compiled ranking, and includes a one-number summary rank of quality comprised of 35 key financial ratios. Ranks range from 1 (the lowest) to 300 (the highest) and fall into one of the following six groups:

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

Note 3 - Accrued interest is paid based on the coupon type. Wells Fargo is paid on a monthly basis with a \$201.37 interest payment made on 12/28/16. Other investments will not pay interest until February 2017, March 2017, or September 2017 based on their individual coupon type and settlement date.



**City of Laguna Woods**  
**City Treasurer's Report**  
 For the Month Ended January 31, 2017

ITEM 6.2

**OTHER FUNDS - HELD IN TRUST**

	Beginning Balances As of 12/31/16	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 1/31/17
<b>Other Post-Employment Benefits (OPEB) Trust</b>					
Held in and administered by the CalPERS California Employers' Retiree Benefit Trust (CERBT)	\$ 64,512	\$ -	\$ (6)	\$ 676	\$ 65,183
Total Other Funds - Held in Trust	<u>\$ 64,512</u>	<u>\$ -</u>	<u>\$ (6)</u>	<u>\$ 676</u>	<u>\$ 65,183</u>

**City Treasurer's Certification**

I, Margaret A. Cady, City Treasurer, do hereby certify:

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

Margaret A Cady  
 Margaret A. Cady, City Treasurer

2/9/17  
 Dated

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## **6.3 WARRANT REGISTER**

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## CITY OF LAGUNA WOODS

## WARRANT REGISTER

2/15/2017

ITEM 6.3

Check	Check	Vendor Name	Description	Amount
<b>Automatic Bank Debits</b>				
Debit	1/25/2017	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 1/20/2017	\$34,943.09
Debit	1/25/2017	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 1/20/2017	2,451.99
Debit	2/3/2017	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 1/20/2017	158.58
Debit	2/8/2017	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 2/3/2017	31,385.10
Debit	2/8/2017	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 2/3/2017	2,444.49
Debit	2/17/2017	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 2/3/2017	158.58
Debit	1/31/2017	BANK OF AMERICA	Bank Fees - January 2017	6.00
Debit	2/01/2017	CALPERS - HEALTH	Employee Benefit Program / February 2017	4,244.52
Debit	2/01/2017	COUNTY OF ORANGE	Law Enforcement Services / February 2017	223,770.45
<b>Warrants:</b>				
118874	01/18/2017	APEX TENT AND PARTY	Supplies / South Orange County Association of Mayors Meeting	146.77
118875	01/11/2017	ALISO CREEK PRINTING	Signature Stamps for Mayor and Mayor Pro Tem	36.72
118876	01/11/2017	AT&T	Telephone / 458-3487 / December 2016	37.50
118877	01/11/2017	AT&T	Telephone / 452-0600 / December 2016	915.23
118878	01/11/2017	AT&T	Telephone / 639-0500 / December 2016	205.42
118879	01/11/2017	AT&T	Telephone / 770-9359 / December 2016	20.24
118880	01/11/2017	AT&T	White Pages / January 2017	4.45
118881	01/11/2017	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / December 2016	180.00
118882	01/11/2017	CAPTIONING UNLIMITED	Closed Captioning / City Council Meeting	200.00
118883	01/11/2017	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / December 2016	8,043.00
118884	01/11/2017	COUNTY OF ORANGE	Newport Bay Watershed Cost-Share / FY 2016-17	10,836.38
118885	01/11/2017	MARC DONOHUE	Administrative Services / December 2016	200.00
118886	01/11/2017	KAY FOSTER	Taxi Voucher Refund	20.00
118887	01/11/2017	PACIFIC CARPET AND TILE CLEANING	Cleaning Service / City Hall	99.00
118888	01/11/2017	KONICA MINOLTA	Copier Lease / January 2017	483.84
118889	01/11/2017	KONICA MINOLTA BUSINESS	Copier Services / 4th Quarter 2016	1,041.83
118890	01/11/2017	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services	160.00
118890	01/11/2017	NIEVES LANDSCAPE, INC.	City Hall Landscape Maintenance / January 2017	406.25
118890	01/11/2017	NIEVES LANDSCAPE, INC.	Right of Way Landscape Maintenance / January 2017	11,800.00
118891	01/11/2017	P.F. PETTIBONE & CO.	Ordinance/Resolution Books	343.95
118892	01/11/2017	PEAK LIGHTING & ELECTRIC, INC.	Residential Street Light Maintenance / December 2016	682.89
118893	01/11/2017	PROTEL COMMUNICATIONS, INC.	Telephone System Maintenance	179.00
118894	01/11/2017	SADDLEBACK WINDOWS AND DOORS	CDBG Energy Efficiency & Improvement Program / FY 2016-17	11,026.00
118895	01/11/2017	FRANICS SKIDMORE	Reissued Taxi Voucher Refund	20.00
118896	01/11/2017	SONITROL	City Hall Fire Monitoring / January 2017	64.38
118897	01/11/2017	SOUTHERN CALIFORNIA EDISON	City Hall / December 2016	910.65
118898	01/11/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / December 2016	25.02
118899	01/11/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / December 2016	25.71
118900	01/11/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / December 2016	24.68
118901	01/11/2017	SOUTHERN CALIFORNIA EDISON	Residential Streetlights / December 2016	1,723.02

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
2/15/2017**

ITEM 6.3

Check	Check	Vendor Name	Description	Amount
118902	01/11/2017	SOUTHERN CALIFORNIA EDISON	Right of Way / December 2016	2,063.94
118903	01/11/2017	SOUTHERN CALIFORNIA EDISON	Traffic Signal Control / December 2016	224.82
118904	01/11/2017	SOUTHERN CALIFORNIA EDISON	Traffic Signal Control / December 2016	910.12
118905	01/11/2017	SOUTHERN CALIFORNIA EDISON	Ridge Route Dog Park / December 2016	24.56
118906	01/11/2017	STAPLES	Office Supplies	203.20
118907	01/11/2017	THE CALIFORNIA CHANNEL	Cable Fees / Calendar Year 2017	3,056.64
118908	01/11/2017	THE GAS COMPANY	City Hall Utilities / December 2016	157.60
118909	01/11/2017	TONY'S LOCKSMITH & SAFE SERVICES	Locksmith Services	125.00
118910	01/18/2017	ANDERSONPENNA PARTNERS, INC.	Code Enforcement Services / November - December 2016	5,220.00
118910	01/18/2017	ANDERSONPENNA PARTNERS, INC.	Landscape Inspection Services / December 2016	3,165.75
118911	01/18/2017	BALLIET, MICHAEL	Waste & Recycling Consulting Services / December 2016	4,481.25
118912	01/18/2017	CA-NV DISTRICT EXCHANGE CLUBS	Orange County Fire Authority - Annual Dinner / Councilmember Hatch	50.00
118913	01/18/2017	CAA	Water Quality Consulting Services / December 2016	2,535.00
118914	01/18/2017	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / January 2017	8,043.00
118915	01/18/2017	CIVIL SOURCE	Building Inspection & Counter Services / November 2016	37,070.00
118916	01/18/2017	COUNTY OF ORANGE	Automated Fingerprint ID System / January 2017	455.67
118917	01/18/2017	KONE, INC.	City Hall Elevator Maintenance / January 2017	246.98
118918	01/18/2017	LEAGUE OF CALIFORNIA CITIES	Annual City Dues / Calendar Year 2017	6,598.00
118919	01/18/2017	LILLEY PLANNING GROUP	Building Official Services / December 2016	1,911.00
118920	01/18/2017	SADIE NEUMARK	Taxi Voucher Refund	76.50
118921	01/18/2017	NUVIS	Landscape Architecture Services / September 2016	1,777.50
118921	01/18/2017	NUVIS	Design Services / Moulton Median Improvement Project / December 2016	135.00
118922	01/18/2017	PV MAINTENANCE, INC.	City Hall, Street & Property Maintenance Services / December 2016	15,272.19
118923	01/18/2017	TALIMAR SYSTEMS, INC.	Office Furniture / City Hall	1,138.92
118924	01/18/2017	WHITE NELSON DIEHL EVANS, LLP	Audit Services / FY 2015-16	2,500.00
118925	01/18/2017	WL MCFADDEN CONSTRUCTION, INC.	Waste Diversion Deposit Refund	250.00
118926	01/25/2017	ALZHEIMER'S ORANGE COUNTY	Cancelled Permit Refund	150.00
118927	01/25/2017	BLUE RIBBON TROPHY	Name Badge	23.70
118928	01/25/2017	BUSINESS PLANS, INCORPORATED	125 Cafeteria Plan Administration Fee / January 2017	100.00
118929	01/25/2017	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / December 2016	10,538.10
118930	01/25/2017	CIVIL SOURCE	Building Inspection & Counter Services / December 2016	32,866.00
118931	01/25/2017	COASTAL CURRENT ELECTRIC	Cancelled Permit Refund	61.00
118932	01/25/2017	COASTLINE CONSTRUCTION	Waste Diversion Deposit Refund	250.00
118933	01/25/2017	COPYFORCE	Printing Services - Business Cards	48.60
118934	01/25/2017	COUNTY OF ORANGE	South Orange County Watershed Management Area Cost-Share / FY 2016-17	6,175.90
118935	01/25/2017	DEPARTMENT OF CONSERVATION	Strong Motion Instrumentation & Seismic Hazard Mapping Fee / October - December 2016	932.02
118936	01/25/2017	AARO FARLEY	Waste Diversion Deposit Refund	250.00
118937	01/25/2017	ICMA RETIREMENT CORPORATION	Quarterly Plan Fee / January - March 2017	125.00
118938	01/25/2017	LILLEY PLANNING GROUP	Building Official Services / November 2016	2,106.00
118939	01/25/2017	MACEACHERN COMPANY	Waste Diversion Deposit Refund	250.00
118940	01/25/2017	MICHAEL BAKER INTERNATIONAL	General Plan Comprehensive Update Project / December 2016	4,647.50
118941	01/25/2017	NUVIS	Landscape Architecture Services / December 2016	1,350.00

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
2/15/2017**

ITEM 6.3

Check	Check	Vendor Name	Description	Amount
118942	01/25/2017	OFFICE DEPOT	Office Supplies	10.42
118943	01/25/2017	PRINCIPAL FINANCIAL GROUP	Long-Term Disability Insurance / February 2017	430.68
118944	01/25/2017	STAPLES	Office Supplies	255.03
118945	02/01/2017	ARC DOCUMENT SOLUTIONS, LLC	Public Records Request - Building Plans	100.82
118946	02/01/2017	AT&T	Telephone / 581-3974 / January 2017	94.27
118947	02/01/2017	AT&T	Telephone / 583-1105 / January 2017	19.70
118948	02/01/2017	BOARD OF EQUALIZATION	Use Tax Filing / Calendar Year 2016	47.00
118949	02/01/2017	VIVIAN BORNSTEIN	Taxi Voucher Refund	12.50
118950	02/01/2017	CA-NV DISTRICT EXCHANGE CLUBS	Orange County Fire Authority - Annual Dinner / Mayor Horne	55.00
118951	02/01/2017	MARGARET CADY	Reimbursement - Civic Support Fund Not-for-Profit Accounting & Compliance Guidance	199.00
118952	02/01/2017	CITY OF ALISO VIEJO	Dairy Fork Constructed Wetland Project / July - December 2016	6,991.14
118953	02/01/2017	CIVIL SOURCE	Traffic & Engineering Services / December 2016	10,775.00
118954	02/01/2017	COPYFORCE	Public Records Request - Building Plans	14.58
118955	02/01/2017	CSG CONSULTANTS, INC.	Plan Check Services / December 2016	255.00
118956	02/01/2017	EL TORO WATER DISTRICT	Fire Code Requirement - Backflow - City Hall / January 2017	30.68
118957	02/01/2017	EL TORO WATER DISTRICT	City Hall Water & Sewer Services / January 2017	117.31
118958	02/01/2017	MANAGED HEALTH NETWORK	Employee Benefits Program / February 2017	16.72
118959	02/01/2017	MICHAEL BAKER INTERNATIONAL	Planning Services / December 2016	262.50
118960	02/01/2017	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services	500.56
118961	02/01/2017	ORANGE COUNTY REGISTER-NOTICES	Public Notices / December 2016	1,290.00
118962	02/01/2017	PEAK LIGHTING & ELECTRIC, INC.	Residential Street Light Maintenance / January 2017	682.89
118963	02/01/2017	ROBERT SHIN	Taxi Voucher Refund	32.00
118964	02/01/2017	SIEMENS INDUSTRY, INC.	Traffic Signal Maintenance / December 2016	3,581.50
118965	02/01/2017	SOUTHERN CALIFORNIA EDISON	City Hall / January 2017	986.75
118966	02/01/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / January 2017	103.92
118967	02/01/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / January 2017	28.53
118968	02/01/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / January 2017	27.17
118969	02/01/2017	SOUTHERN CALIFORNIA EDISON	Residential Streetlights / January 2017	1,870.55
118970	02/01/2017	SOUTHERN CALIFORNIA EDISON	Ridge Route Dog Park / January 2017	26.91
118971	02/01/2017	LUCY SULZMAN	Taxi Voucher Refund	53.00
118972	02/01/2017	TEAM ONE MANAGEMENT	Janitorial Services / December 2016	440.00
118973	02/01/2017	CELIA TOMLINSON	Taxi Voucher Refund	54.00
118974	02/01/2017	TYLER TECHNOLOGIES, INC.	Financial Software License Fees	125.00
118974	02/01/2017	TYLER TECHNOLOGIES, INC.	Financial Software License Fees	125.00
118975	02/01/2017	VECTUS	City Hall Internet Service / February 2017	499.00
118976	02/01/2017	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / February 2017	120.18
118977	02/01/2017	WM CURBSIDE, LLC	HHW, Medicine, and Sharps Collection Program / December 2016	2,968.40
118978	02/01/2017	JO ANN ZELKO	Taxi Voucher Refund	44.00
118979	02/06/2017	CITY CLERKS ASSOCIATION OF CALIFORNIA	Membership Dues / Calendar Year 2017 / Deputy City Clerk	130.00
118980	02/06/2017	MAUREEN KANE & ASSOCIATES, INC	City Clerks Association of California - Training Course / Deputy City Clerk	1,550.00
<b>Total Bank Debits and Warrants:</b>				<b><u>\$541,917.90</u></b>

CITY OF LAGUNA WOODS  
WARRANT REGISTER  
2/15/2017

ITEM 6.3

Check	Check	Vendor Name	Description	Amount
<b>Credit Card Statement Detail / January 6 - February 5, 2017</b>				
		FedEx Office	Courier Services	57.78
		CA Secretary of State Web	Filing Fee / Statement of Information, Civic Support Fund	20.00
<b>Total Credit Card:</b>				<u><u>77.78</u></u>
<b>Petty Cash Expenditure Detail</b>				
		Staples	Envelopes	16.15
		US Postal Service	Postage	1.36
		Stater Bros	Supplies / Shredding Event	6.41
<b>Total Petty Cash:</b>				<u><u>23.92</u></u>
<b>TOTAL</b>				<b><span style="border: 1px solid black; padding: 2px;">\$542,019.60</span></b>

6.4

## EMPLOYEE COMPENSATION AND BENEFITS

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**RESOLUTION NO. 17-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ESTABLISHING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES

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

**SECTION 1.** Effective February 15, 2017, Resolution No. 16-20 is hereby repealed and replaced by this resolution.

**SECTION 2.** The compensation schedule for City employees is established as follows:

Exempt Full-Time Employees (Annual Equivalent)

City Manager	\$172,313
Administrative Services Director/ City Treasurer	\$104,706 – \$146,588
Senior Management Analyst	\$71,232 – \$99,720
Management Analyst	\$63,372 – \$88,716
Deputy City Clerk	\$51,948 – \$72,727

Non-Exempt Full-Time Employees (Hourly Rate)

Senior Accountant	\$32.48 – \$45.47
Administrative Coordinator	\$22.40 – \$31.36
Accounting Clerk	\$18.93 – \$26.50

Non-Exempt Part-Time/Limited Part-Time Employees (Hourly Rate)

Customer Service Representative	\$15 – \$18
---------------------------------	-------------

The City Manager is authorized to hire, promote, and compensate employees within established compensation ranges, and to fill any full-time position as a part-time or limited part-time position, consistent with City Council-adopted budgets and this resolution.

**SECTION 3.** All employees who work 40 or more hours per week on a regularly assigned basis shall be considered “full-time employees” for the purpose of this resolution. Full-time employees shall receive the following benefits:

- A. **Paid Holidays:** The City shall observe the following holidays with full-time employees receiving compensation for hours that would otherwise regularly be worked: New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving, Friday after Thanksgiving, and December Holiday (December 24 through January 1). Except for December Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed the prior Friday; when a holiday falls on a Sunday, it shall be observed the following Monday.
- B. **Retirement:** All City employees, including full-time and part-time employees, are required to participate in the Social Security system. In addition, the City shall contract with the California Public Employees’ Retirement System (CalPERS) for retirement benefits for all eligible full-time employees. Full-time employees considered “classic” by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Full-time employees considered “new members” by CalPERS shall pay the employee contribution rate established by CalPERS, as may change from time to time.
- C. **Disability Insurance:** The City shall contract for the provision of a long-term disability insurance program at no cost to employees, which shall provide full-time employees 60% of applicable salary amounts.
- D. **Retiree Medical:** As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who have worked for the City for a minimum of 10 years. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet the 10 year requirement, with each 174 hours counting as one month.
- E. **Monthly Benefit Allowance:** The City shall provide each full-time employee with a monthly benefit allowance of \$1,000 per month. A portion of the

allowance shall be allocated to pay for the employee assistance program and health insurance, as provided in this resolution. The remaining balance of the monthly benefit allowance may be allocated by the employee to (1) elect benefits available through the City's Section 125 Flexible Benefits Plan, in accordance with applicable plan documents; (2) make contributions to an ICMA-RC 457 Deferred Compensation Plan, in accordance with applicable plan documents; or, (3) purchase additional paid time off as provided in Subsection J of Section 3 of this resolution. Any amount of the monthly benefit allowance that remains after the allocations described above shall be forfeited. Full-time employees shall be required to make elections for the annual calendar year use of the entirety of monthly benefit allowances during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents.

- F. Employee Assistance Program: The City shall contract for an employee assistance program; enrollment in the program shall be mandatory for all full-time employees. The cost of enrollment in the employee assistance program shall be deducted from each full-time employee's monthly benefit allowance.
- G. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under the Patient Protection and Affordable Care Act. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all full-time employees unless proof of coverage under a qualifying, alternate basic health insurance is provided. The cost of enrollment in a CalPERS health plan shall be deducted from each full-time employee's monthly benefit allowance.
- H. Flexible Benefits Plan: The City shall contract for the provision of an Internal Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall be voluntary for all full-time employees. Full-time employees may contribute to the plan by electing to allocate a portion of their monthly benefit allowance and/or contributing through a salary reduction at their sole expense.
- I. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all full-time employees. Full-time employees may contribute to the plan by electing to allocate a portion of their monthly

benefit allowance and/or contributing through a salary reduction at their sole expense.

- J. **Paid Time Off:** Full-time employees shall accrue 160 hours per year of annual paid time off (leave), which may be used for doctors' appointments, personal and family sick time, bereavement leave, jury duty leave, vacation, and personal business. Hours earned are accrued on a pro-rata basis by pay period.

For 2017, full-time employees may maintain a balance of no more than 480 hours of paid time off (Accrual Limit) and shall be compensated for accrued paid time off in excess of 480 hours as of December 31, 2017 following the end of the calendar year. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued paid time off.

Beginning on January 1, 2018, full-time employees may maintain a balance of no more than 480 hours of paid time off (Accrual Limit) and shall cease to accrue additional paid time off when the Accrual Limit has been reached. When a full-time employee's balance of paid time off falls below the Accrual Limit, accrual shall resume beginning with the first pay period following the pay period in which the balance of paid time off fell below the Accrual Limit. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued paid time off.

Full-time employees may also use their monthly benefit allowance to purchase up to 40 hours per year of additional paid time off. Full-time employees shall be required to make this election for the annual calendar year during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents. If hours purchased are not used by plan year end, any related unused benefit allowance shall be forfeited.

**SECTION 4.** All employees who are not full-time employees, but who work 20 or more hours per week on a regularly assigned basis, shall be considered "part-time employees" for the purpose of this resolution. Part-time employees shall receive the following benefits:

- A. **Paid Holidays:** The City shall observe the following holidays with part-time employees receiving compensation for hours that would otherwise regularly be worked: New Year's Day, Martin Luther King's Birthday, President's Day,

Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, and December Holiday (December 24 through January 1). Except for December Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed the prior Friday; when a holiday falls on a Sunday, it shall be observed the following Monday.

- B. Retirement: All City employees, including full-time and part-time employees, are required to participate in the Social Security system. Part-time employees who work 1,000 hours or more in a fiscal year, shall be eligible for membership in CalPERS for retirement benefits. Eligible part-time employees considered "classic" by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Eligible part-time employees considered "new members" by CalPERS shall pay the employee contribution rate established by CalPERS, as may change from time to time.
- C. Retiree Medical: As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who have worked for the City for a minimum of 10 years. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet the 10 year requirement, with each 174 hours counting as one month.
- D. Employee Assistance Program: The City shall contract for an employee assistance program; enrollment in the program shall be mandatory for all part-time employees. The cost of enrollment in the employee assistance program shall be deducted from each part-time employee's salary.
- E. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under the Patient Protection and Affordable Care Act. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all part-time employees whose appointment with the City is intended to last more six months and whose time base is half-time or greater, unless proof of coverage under a qualifying, alternate basic health insurance is provided. The cost of enrollment in a CalPERS health plan shall be deducted from each part-time employee's salary.
- F. Flexible Benefits Plan: The City shall contract for the provision of an Internal Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall

be voluntary for all part-time employees. Part-time employees may contribute to the plan by contributing through a salary reduction at their sole expense.

- G. **Deferred Compensation Plan:** The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan by contributing through a salary reduction at their sole expense.
- H. **Paid Time Off:** Part-time employees shall accrue 24 hours per year of annual paid time off (leave), which may be used for personal illness, to care for a sick family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if the part-time employee is a victim of domestic violence, sexual assault, or stalking. The full amount of annual paid time off is accrued immediately following the first 90 calendar days of employment for new part-time employees and, thereafter, the full amount of annual paid time off is accrued as of each January 1. There is no accrual or carryover of paid time off between or across calendar years. Upon termination from the City, part-time employees shall not be compensated for the balance of their paid time off. If a part-time employee separates from and is rehired by the City within one year, previously accrued and unused paid time off shall be reinstated.

**SECTION 5.** All employees who are not full-time employees and who work less than 20 per week on a regularly assigned basis shall be considered “limited part-time employees” for the purpose of this resolution. Limited part-time employees shall receive the following benefits:

- A. **Paid Time Off:** Limited part-time employees shall accrue 24 hours per year of annual paid time off (leave), which may be used for personal illness, to care for a sick family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if the limited part-time employee is a victim of domestic violence, sexual assault, or stalking. The full amount of annual paid time off is accrued immediately following the first 90 calendar days of employment for new limited part-time employees and, thereafter, the full amount of annual paid time off is accrued as of each January 1. There is no accrual or carryover of paid time off between or across calendar years. Upon separation from the City, limited part-time employees shall not be compensated for the balance of their paid time off. If a limited

part-time employee separates from and is rehired by the City within one year, previously accrued and unused paid time off shall be reinstated.

**SECTION 6.** The Deputy City Clerk shall certify to the passage of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2017.

\_\_\_\_\_  
SHARI L. HORNE, 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. 17-XX** was duly adopted by the City Council of the City of Laguna Woods at an adjourned regular meeting thereof, held on the XX day of XX 2017, by the following vote:

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

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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6.5  
LAW ENFORCEMENT SERVICES COSTS  
(NO REPORT)

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## 6.6 STREET SWEEPING SERVICES

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**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
SUNSET PROPERTY SERVICES  
FOR STREET SWEEPING SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 1st day of March 2017 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Sunset Property Services ("CONSULTANT").

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on May 1, 2017 and ending at 11:59 p.m. on June 30, 2018. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of 11:59 p.m. on June 30, 2020.

**SECTION 2. SCOPE OF SERVICES.**

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

**SECTION 3. ADDITIONAL SERVICES.**

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

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. CONSULTANT shall perform work only as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected

## ITEM 6.6

amount of work or compensation for as needed services or reimbursables. Compensation for services shall not exceed the amounts specified in EXHIBIT "B" "COMPENSATION".

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

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

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

### **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

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

### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

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

**SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

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

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

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

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

**SECTION 8. STATUS OF CONSULTANT.**

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

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

## ITEM 6.6

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

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

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

### **SECTION 9. STANDARD OF PERFORMANCE.**

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

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

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

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

**SECTION 11. NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, sexual orientation or marital status in connection with or related to the performance of this AGREEMENT.

**SECTION 12. UNAUTHORIZED ALIENS.**

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

**SECTION 13. CONFLICTS OF INTEREST.**

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

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

**SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without

## ITEM 6.6

prior written authorization from the City Manager of CITY or his or her designee, except as may be required by law.

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

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

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

### **SECTION 15. INDEMNIFICATION.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation the violation of any federal, state, and local law, statute, code, ordinance, regulation, or rule.

## ITEM 6.6

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

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

### **SECTION 16. INSURANCE.**

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

### **SECTION 17. ASSIGNMENT.**

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

### **SECTION 18. CONTINUITY OF PERSONNEL.**

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

prior to any such performance.

#### **SECTION 19. TERMINATION OF AGREEMENT.**

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

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

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

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

#### **SECTION 20. DEFAULT.**

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

#### **SECTION 21. EXCUSABLE DELAYS.**

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

#### **SECTION 22. COOPERATION BY CITY.**

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

**SECTION 23. NOTICES.**

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

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

To CONSULTANT: Sunset Property Services  
ATTN: President  
16251 Construction Circle West  
Irvine, CA 92606

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

**SECTION 24. AUTHORITY TO EXECUTE.**

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

**SECTION 25. BINDING EFFECT.**

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

**SECTION 26. MODIFICATION OF AGREEMENT.**

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

**SECTION 27. WAIVER.**

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

CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 28. LAW TO GOVERN; VENUE.**

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

**SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

**SECTION 30. ENTIRE AGREEMENT.**

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

**SECTION 31. SEVERABILITY.**

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

**SECTION 32. NO THIRD PARTY BENEFICIARIES.**

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

[SIGNATURES ON NEXT PAGE]

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

**CITY OF LAGUNA WOODS:**

By \_\_\_\_\_  
Christopher Macon, City Manager

**CONSULTANT:**

By \_\_\_\_\_  
John D. Howhannesian, President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David B. Cosgrove, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

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

**Prevailing Wage**

**ALL SERVICES PERFORMED BY CONSULTANT UNDER THIS AGREEMENT ARE SUBJECT TO PREVAILING WAGE.** In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONSULTANT shall pay to all persons employed for this work by CONSULTANT sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770,1773,1773.1"

**California Department of Industrial Relations**

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

**Types of Service**

Street sweeping services are intended to maintain public streets, gutters, and related on-street right-of-way clean and free of debris. CONSULTANT shall provide street sweeping services, accordingly, on the portions of El Toro Road, Moulton Parkway, Ridge Route Drive, and Santa Maria Avenue within the jurisdictional limits of CITY (see page five for a general depiction).

CONSULTANT shall provide the following services:

1. *Routine Weekly Street Sweeping* shall occur once per week on all portions of El Toro Road, Moulton Parkway, Ridge Route Drive, and Santa Maria Avenue within the jurisdictional limits of CITY. Routine weekly street sweeping shall occur between 9 p.m. on Tuesday and 8 a.m. on the immediately following Wednesday.
  - a. CONSULTANT may reschedule any routine weekly street sweeping due to inclement weather when such weather would (1) imperil safety or (2) significantly interfere with the effective operation of equipment. Rescheduled dates shall be approved by CITY, in writing, and are subject to cancellation at CITY's discretion.

## ITEM 6.6

2. *As-Needed Street Sweeping* shall occur as requested by CITY on any or all portions of El Toro Road, Moulton Parkway, Ridge Route Drive, and Santa Maria Avenue within the jurisdictional limits of CITY. As-needed street sweeping may be required at any time, Monday through Sunday (including federal holidays) with as little as 24 hours' notice. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as-needed street sweeping services.

### **Standards for Personnel**

3. CONSULTANT shall designate a project manager who shall be responsible for overseeing all work performed under this AGREEMENT and coordinating the same with CITY. He or she shall have at least two (2) years of experience involving street sweeping and be fluent in the English language. Experience managing municipal contracts is highly desirable.
4. At all times during street sweeping activities, CONSULTANT's personnel shall be dressed in clean, high visibility uniforms, appropriate to the nature of the work performed, with the company name clearly identified. No portion of a uniform shall be removed or not worn. Personnel not in full uniform shall be immediately removed from providing services.
5. CONSULTANT's personnel shall possess all of the following:
  - a. Proper licensure and training for operation of equipment utilized.
  - b. Ability to operate equipment in accordance with the manufacturer's recommendations.
  - c. Ability to make required operator/mechanical adjustments to the equipment being used.
  - d. Knowledge of safety regulations as they relate to street sweeping.
  - e. Knowledge of the safety and uniform standards required by this AGREEMENT.

### **Standards of Practice**

6. CONSULTANT shall provide street sweeping services in all of the following areas, unless otherwise noted, in writing, by CITY:
  - a. Street areas, including curb lines along both sides of streets. For street areas where no curb exists, street sweeping shall extend to the edge of the pavement.
  - b. Median areas, including along all curbs on raised medians, along noses or ends of raised medians, along curb returns (radii), and over all portions of painted medians.
  - c. Intersection turn pockets, center areas, dead spots, and cross-gutters.
7. CONSULTANT shall provide street sweeping services in the same direction as traffic flow, observing all applicable laws and regulations.
8. CONSULTANT shall provide street sweeping services in a manner that seeks to minimize total vehicle miles traveled.

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9. CONSULTANT's street sweeping services shall normally consist of a single pass over an area, however, additional passes shall be made and additional effort exerted, as necessary, to remove all loose debris that would normally be collected by a fully operational mechanical street sweeper (e.g., sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter). Loose debris swept onto driveway aprons, sidewalks, and curb ramps shall require additional passes. If debris cannot be re-swept, CONSULTANT shall manually remove the debris.
10. CONSULTANT shall remove minor obstructions that cannot be swept over (e.g., small tree limbs, palm fronds, rocks, silt, mud, and trash) from the sweeping path, rather than sweep around. CONSULTANT shall report large obstructions (e.g., impaired vertical or horizontal clearance by tree limbs, parked vehicles, and construction waste) that cause any area to be unable to be swept, immediately, to CITY.
11. CONSULTANT shall be responsible for making lawful arrangements to obtain any water necessary to be used during street sweeping activities (e.g., hydrant meters). In the event that CONSULTANT encounters an inoperable or "dead" fire hydrant, CONSULTANT shall report such condition, immediately, to CITY and El Toro Water District.
12. CONSULTANT shall prevent unnecessary noise resulting from its work and comply with the Laguna Woods Municipal Code's noise standards, as may change from time-to-time.

### **Standards for Equipment**

13. CONSULTANT's street sweepers shall be combination vacuum/broom sweepers, unless an alternative street sweeper type is approved by CITY, in writing, at CITY's discretion.
14. CONSULTANT's street sweepers must be equipped with a left-gutter broom for median-adjacent work; all others may be single or dual gutter broom machines.
15. CONSULTANT's street sweepers shall be capable of sweeping a minimum eight foot (8') width as measured from the outside edge of the gutter broom in a single pass along a curb.
16. CONSULTANT's street sweepers shall utilize a warning light (rotating or beacon) that is clearly visible from all sides of the street sweeper, and a rear-mounted left/right arrow stick, or comparable traffic safety lights, at all times when providing street sweeping services.
17. CONSULTANT shall:
  - a. Use street sweepers powered by alternative fuels, meaning sweepers with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered to be street sweepers powered by alternative fuels.

AND/OR

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b. Use street sweepers fueled with low-sulfur diesel, meaning diesel fuel that has a maximum sulfur content of 15 parts per million.

18. CONSULTANT shall keep all equipment in good working order and shall maintain, operate, and utilize the same in full compliance with applicable manufacturer's instructions, California Division of Occupational Safety and Health (DOSH; Cal/OSHA) regulations, and California Department of Transportation (DOT) requirements.

**Clean-up and Waste Disposal**

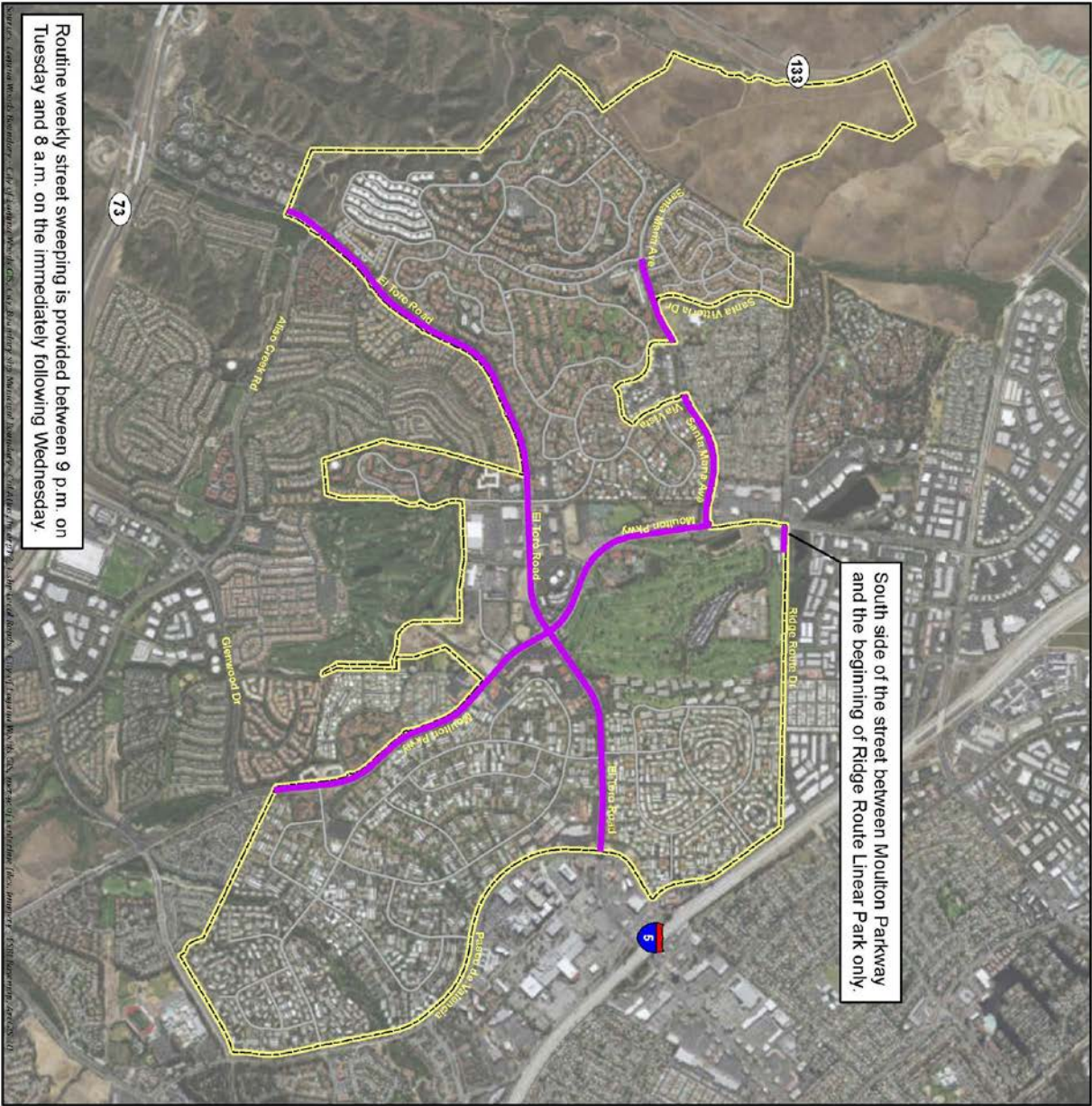
19. CONSULTANT shall not permit any personnel or member of the public to collect, salvage, or remove any debris resulting from street sweeping.

20. If CONSULTANT chooses to utilize a third-party to haul debris resulting from any street sweeping, it shall be a requirement to use Waste Management of Orange County (Waste Management Collection and Recycling, Inc.).

21. CONSULTANT shall provide CITY with documentation of the tonnage and composition of debris disposed of, and the manner and location of disposition, before any compensation is provided for services rendered. Documentation shall be in form sufficient to CITY.

*NOTE REGARDING PAGE 5: The Routine Weekly Street Sweeping Map included on page 5 is a general depiction only. It is not drawn to scale and is not intended to replace field verification of actual conditions by CONSULTANT.*

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Routine weekly street sweeping is provided between 9 p.m. on Tuesday and 8 a.m. on the immediately following Wednesday.

South side of the street between Mountain Parkway and the beginning of Ridge Route Linear Park only.

**Routine Weekly Street Sweeping Map**  
December 2016

**LEGEND**  
 Laguna Woods Boundary  
 Street Sweeping Segment

**City of Laguna Woods**  
California

**EXHIBIT "B"**  
**COMPENSATION**

CONSULTANT shall be compensated using the following rates:

*Table 1-1: Compensation Schedule*

Description	Rate
Routine Weekly Street Sweeping	\$680.99 per week
As-Needed Street Sweeping	\$160 per hour

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

Hourly rates shall not increase through June 30, 2018. If AGREEMENT is extended beyond June 30, 2018, CONSULTANT reserves the right to increase hourly rates by a maximum of 4% over the subsequent maximum term provided by AGREEMENT, subject to CITY’s acceptance, which shall be granted or denied at CITY’s sole discretion.

**EXHIBIT "C"**  
**INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

3. Workers' Compensation and Employer's Liability Coverage.

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

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

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complete, certified copies of all required insurance policies, at any time.

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

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

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

**6.7**

**TREE PRUNING AND REMOVAL SERVICES**

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**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
WEST COAST ARBORISTS, INC.  
FOR TREE PRUNING AND REMOVAL SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 1st day of March 2017 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and West Coast Arborists, Inc. ("CONSULTANT").

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on March 1, 2017 and ending at 11:59 p.m. on February 28, 2018.

**SECTION 2. SCOPE OF SERVICES.**

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

**SECTION 3. ADDITIONAL SERVICES.**

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

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. CONSULTANT shall perform work only as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as needed services or reimbursables. Compensation for

services shall not exceed the amounts specified in EXHIBIT "B" "COMPENSATION".

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

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

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

#### **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

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

#### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

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

**SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

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

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

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

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

**SECTION 8. STATUS OF CONSULTANT.**

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

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

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

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

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

### **SECTION 9. STANDARD OF PERFORMANCE.**

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

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

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

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

**SECTION 11. NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, sexual orientation or marital status in connection with or related to the performance of this AGREEMENT.

**SECTION 12. UNAUTHORIZED ALIENS.**

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

**SECTION 13. CONFLICTS OF INTEREST.**

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

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

**SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without

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prior written authorization from the City Manager of CITY or his or her designee, except as may be required by law.

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

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

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

### **SECTION 15. INDEMNIFICATION.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation the violation of any federal, state, and local law, statute, code, ordinance, regulation, or rule.

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

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

### **SECTION 16. INSURANCE.**

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

### **SECTION 17. ASSIGNMENT.**

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

### **SECTION 18. CONTINUITY OF PERSONNEL.**

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

prior to any such performance.

#### **SECTION 19. TERMINATION OF AGREEMENT.**

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

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

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

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

#### **SECTION 20. DEFAULT.**

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

#### **SECTION 21. EXCUSABLE DELAYS.**

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

#### **SECTION 22. COOPERATION BY CITY.**

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

**SECTION 23. NOTICES.**

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

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

To CONSULTANT: West Coast Arborists, Inc.  
ATTN: President  
2200 E. Via Burton Street  
Anaheim, CA 92806

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

**SECTION 24. AUTHORITY TO EXECUTE.**

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

**SECTION 25. BINDING EFFECT.**

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

**SECTION 26. MODIFICATION OF AGREEMENT.**

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

**SECTION 27. WAIVER.**

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

**SECTION 28. LAW TO GOVERN; VENUE.**

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

**SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

**SECTION 30. ENTIRE AGREEMENT.**

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

**SECTION 31. SEVERABILITY.**

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

**SECTION 32. NO THIRD PARTY BENEFICIARIES.**

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

[SIGNATURES ON NEXT PAGE]

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

**CITY OF LAGUNA WOODS:**

By \_\_\_\_\_  
Christopher Macon, City Manager

**CONSULTANT:**

By \_\_\_\_\_  
Patrick Mahoney, President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David B. Cosgrove, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

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

**Prevailing Wage**

**ALL SERVICES PERFORMED BY CONSULTANT UNDER THIS AGREEMENT ARE SUBJECT TO PREVAILING WAGE.** In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONSULTANT shall pay to all persons employed for this work by CONSULTANT sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770,1773,1773.1"

**California Department of Industrial Relations**

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

**Firm Licensure**

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

**Standards for Personnel**

2. CONSULTANT shall designate a project manager who shall be responsible for overseeing all work performed under this AGREEMENT and coordinating the same with CITY. He or she shall be an International Society of Arboriculture (ISA) Certified Arborist and fluent in the English language. Experience managing municipal contracts is highly desirable.
3. CONSULTANT shall have available a minimum of one (1) Tree Care Industry Association (TCIA) Certified Treecare Safety Professional (CTSP). The CTSP shall be familiar with this Scope of Services and fluent in the English language. Site-specific safety meetings shall occur on a regular basis by the CTSP or an authorized representative of CONSULTANT. The CTSP shall oversee incident investigation by CONSULTANT (see Number 50 herein).

## ITEM 6.7

4. CONSULTANT shall provide a minimum of one (1) ISA Certified Tree Worker (CTW) per tree pruning or removal crew. For the purpose of this provision, a “tree pruning or removal crew” shall be defined as all personnel working in a single, geographic work zone.
5. All of CONSULTANT’s personnel who work on any tree in or around primary electrical lines (aerial utilities) shall be Qualified Line Clearance Arborists or Arborist Trainees as defined in *ANSI Z133 4.1.4* and *4.2.3*. A Qualified Arborist shall make the determination if the work can be performed maintaining Minimal Approach Distances (*ANSI Z133 Table 1* and *Table 2*). A Qualified Arborist shall also determine if conditions exist to necessitate the de-energizing of aerial utilities. De-energizing shall be coordinated through CITY.
6. At all times during tree pruning or removal activities, CONSULTANT shall have work crews on-site that are represented by a fluent English speaking supervisor who is familiar with this Scope of Services and can receive and carry out notices provided by CITY.
7. At all times during tree pruning or removal activities, CONSULTANT’s personnel shall be dressed in clean, high visibility uniforms, appropriate to the nature of the work performed, with the company name clearly identified. No portion of a uniform shall be removed or not worn. Personnel not in full uniform shall be immediately removed from the work zone.
8. CONSULTANT’s personnel shall possess all of the following:
  - a. Proper licensure and training for operation of equipment utilized.
  - b. Ability to operate equipment in accordance with the manufacturer’s recommendations.
  - c. Ability to make required operator/mechanical adjustments to the equipment being used.
  - d. Knowledge of safety regulations as they relate to tree care and traffic control.
  - e. Knowledge of the safety and uniform standards required by this AGREEMENT.

### **Standards of Practice**

9. CONSULTANT shall follow the most current editions of the *American National Standard for Tree Care Operations Pruning Standards (ANSI A300-Part 1)* and the *Best Management Practices-Tree Pruning*, as may change from time-to-time. Any deviations must be approved in writing by CITY prior to such work. CITY shall exercise its sole discretion, and be under no obligation as to timing, in acting to either approve, conditionally approve, or deny requested deviations. CITY may also rescind previous approvals, at any time and for any reason. CITY shall issue all approvals of requested deviations in writing.
10. CONSULTANT shall follow the most current edition of the *American National Standards for Arboricultural Operations Safety Requirements (ANSI Z133)*, as may change from time-to-time. Deviations are expressly prohibited.
11. CONSULTANT shall possess a documented California Division of Occupational Health and Safety (CalOSHA) compliant safety certification for each aerial lift that its personnel use.

## ITEM 6.7

12. CONSULTANT shall keep all equipment in good working order and shall maintain, operate, and utilize the same in full compliance with applicable manufacturer's instructions, California Division of Occupational Safety and Health (DOSH; Cal/OSHA) regulations, and California Department of Transportation (DOT) requirements.
13. CONSULTANT shall hold and maintain, in full force and effect, encroachment permits from CITY (CITY will waive fees) during all work. Encroachment permits applications shall include submittals required by CITY including, at a minimum, a traffic control plan. CITY will not allow more than one lane of traffic per street direction to be closed or impeded at a time, or work to commence earlier than 8 a.m. or occur past 4 p.m., except for duly authorized emergency work. CITY shall provide all traffic control services and devices (e.g., cones, delineators, signage, and flaggers) as required by encroachment permits and otherwise deemed necessary for the safe conduct of services. At no time shall CONSULTANT commence or carry on with work that presents a hazard to pedestrians or bicycle or vehicle traffic.
14. CONSULTANT shall setup, operate, and stage in a manner that presents the least amount of disruption to residents, businesses, the public, and traffic flow. Equipment shall never be stored or left unattended on a public street, CITY facility, or private property. The staging of equipment shall not be exempt from work hour restrictions (i.e., it shall not commence earlier than 8 a.m. or occur past 4 p.m.).
15. CONSULTANT shall establish and maintain a work zone for each tree pruned or removed using all generally accepted methods for establishing and maintaining such work zone. No individuals other than CONSULTANT's personnel or CITY representatives shall be allowed to enter such work zone. If any other individual enters a work zone, CONSULTANT shall immediately cease all work and the operation of all equipment until the work zone is clear.
16. Tree work is a controlled task. At no time shall CONSULTANT perform work so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). CONSULTANT shall be fully liable for any damage, injury, or death resultant of loss of control incidents. In addition, the selected firm shall be responsible for the mitigation of any damages related to loss of control incidents, and indemnification and defense obligations of CITY as set forth in this AGREEMENT.
17. CONSULTANT shall identify the location of all utilities, irrigation components, and/or any public or private property element(s) that could be compromised by any work activity. This pre-inspection shall occur prior to any commencement of work. If identified, CONSULTANT shall take appropriate action to protect the same. If, during the course of the pre-inspection, CONSULTANT identifies damage that existed before the onset of work, CONSULTANT shall document the damage with photographs and report such damage to CITY prior to any commencement of work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo

## ITEM 6.7

documentation and/or a written report to CITY shall be considered the responsibility of CONSULTANT.

18. While performing work of any type, CONSULTANT shall continually inspect for any hazard related to trees, including uplifted sidewalk segments and defective or weakened trees. Hazardous conditions shall be corrected by CONSULTANT or immediately reported to CITY. At no time shall CONSULTANT work in a hazardous condition.
19. Prior to the commencement of any work in the vicinity of any tree, CONSULTANT shall visually survey each tree, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of CITY. At no time shall the selected firm remove any nest or wildlife from its location. In the event that wildlife is accidentally displaced, CONSULTANT shall notify CITY for animal control assistance, which shall be provided at CONSULTANT's cost.
20. For all trees known or suspected to be diseased, and for all California Sycamore trees, CONSULTANT shall disinfect all pruning tools and cutting surfaces with a ten percent (10%) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Used or old solutions shall be disposed of through lawful disposal methods. Dumping used or old solutions, or any component thereof, on the ground, in the gutter, or down the storm drain is prohibited.
21. CONSULTANT shall prevent unnecessary noise resulting from its work and comply with the Laguna Woods Municipal Code's noise standards, as may change from time-to-time.

### **General Tree Pruning Standards**

22. The term of this AGREEMENT is one year. Tree pruning shall be provided on an annual basis and as-needed. Within sixty (60) days from the effective date of this AGREEMENT, CONSULTANT shall prune trees in accordance with the inventory contained in appendices E and F of the Request for Proposals (RFP) that was released by CITY for Tree Pruning and Removal Services on January 12, 2017. Within thirty (30) days of the completion of such annual tree pruning, CONSULTANT's ISA Certified Arborist shall notify CITY in writing of any additional tree pruning that he or she expects will be necessary during the term of this AGREEMENT for consideration by CITY. Apart from the aforementioned annual tree pruning, CONSULTANT shall only provide tree pruning services as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as-needed tree pruning.
23. CONSULTANT shall prune trees in accordance with CITY specifications and to accomplish CITY's pruning objectives. Pruning objectives may include, but are not limited to, one or more of the following:

- a. Risk Reduction
- b. Clearance
- c. Structural Improvement
- d. Health Management
- e. Restoration

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

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

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

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

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

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

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

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

c. **Crown Raising:** Crown Raising consists of removing the lower branches of a tree in order

## ITEM 6.7

to provide clearance for buildings, vehicles, signs, lights, and pedestrians. Consideration shall be given to the ability of the tree to tolerate this type of pruning. The selected firm shall maintain street clearance to a safe distance above the public right-of-way at a minimum of eight (8) feet above the surface of a public sidewalk or pedestrian way and fourteen (14) feet above the surface of a public street. Crown Cleaning may also occur as necessary.

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

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

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

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

26. CONSULTANT shall prune trees to prevent branch and foliage interference with safe public passage. This activity shall be included with each pruning type set forth in Number 24 herein, as necessary. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, CONSULTANT shall not prune the tree until such time as direction is obtained from CITY. CONSULTANT shall maintain street clearance to a safe distance above the public right-of-way at a minimum of eight (8) feet above the surface of a public sidewalk or pedestrian way and fourteen (14) feet above the surface of a public street.
27. CONSULTANT shall remove and control all tree limbs in a manner that causes no damage to other parts of the tree, or to other plants or property.
28. CONSULTANT shall remove all broken, dead, dying, or loose branches and branch stubs. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed; the live collar should remain intact and uninjured.

## ITEM 6.7

29. CONSULTANT shall subordinate or remove branches that are developing in a manner as to become larger than the limbs they originate from.
30. When encountering limbs that are weighted with more foliage than the limb is likely to support, CONSULTANT shall selectively prune branches toward the end of the limb in order to reduce end weight and, thus, decrease the likelihood of limb failure.
31. CONSULTANT shall selectively prune branches that create sight line conflicts with traffic control signs, traffic control devices, and/or wayfinding signs.
32. CONSULTANT shall selectively prune branches that are within five (5) feet of a structure.
33. CONSULTANT shall clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
34. CONSULTANT shall prune trees to maintain a balanced appearance when viewed from the side of the street immediately opposite the tree, unless authorized, in writing, by CITY to do otherwise.
35. CONSULTANT shall remove all vines (including ivy and mistletoe) that are entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
36. CONSULTANT shall immediately report all infestations of termites, bees, hornets, wasps, or rats to the City.
37. CONSULTANT shall prune all trees six (6) inches in diameter or less with hand saws, pole pruners, or other hand tools only.
38. CONSULTANT shall remove any extraneous and unnecessary metal, wire, rubber, or other material interfering with tree growth whenever possible.

### **Tree Removal Standards**

39. CONSULTANT shall only provide tree removal services as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as-needed tree removal.
40. Tree removal consists of the removal of the entirety of a tree, including the removal of the associated stump (unless located on a slope and required for soil stability) and root system.
41. CONSULTANT shall identify the location of all utilities and public and private property landscape irrigation components prior to tree removal. CONSULTANT shall notify CITY, in writing, of any condition that prevents the removal of a tree. CONSULTANT shall be held

## ITEM 6.7

responsible for any damage that occurs once the process of removing a tree and/or associated grinding begins.

42. CONSULTANT shall not remove any tree without first field verifying with CITY that the tree being considered is indeed the tree to be removed.
43. CONSULTANT shall grind stumps, including the root flare, to a depth of not less than eighteen (18) inches or until stump material is removed. Surface roots shall be traced and ground to a depth of not less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.
44. While loading and handling debris, CONSULTANT shall maintain control at all times so as not to result in damage to public or private property. In addition, CONSULTANT shall not drop brush, limbs, logs, or other debris so as to create undue noise or shock impact related damage to public or private property.
45. CONSULTANT shall be responsible for the repair of any damaged public or private property, including any irrigation system components damaged during tree removal. Repairs shall be made using components matching those that were damaged.

### **Clean-up and Waste Disposal**

46. CONSULTANT shall rake all lawn areas and sweep all streets and sidewalks at the end of each day before the work is completed. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of work.
47. CONSULTANT shall promptly and lawfully remove brush, limbs, logs, and any other debris resulting from any tree pruning or removal within one (1) hour following completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean-up personnel or equipment ceases to function or becomes otherwise unavailable. Under no circumstance shall debris be allowed to create a hazardous condition.
48. CONSULTANT shall not permit any personnel or member of the public to collect, salvage, or remove any brush, limbs, logs, or other debris resulting from tree pruning or removal.
49. CONSULTANT shall divert at least sixty-five percent (65%) of the debris resulting from any tree pruning or removal from landfills and transformation facilities. If CONSULTANT chooses to utilize a third-party to haul debris, it shall be a requirement to use Waste Management of Orange County (Waste Management Collection and Recycling, Inc.).
50. CONSULTANT shall provide CITY with documentation of the tonnage and composition of debris disposed of, and the manner and location of disposition, before any compensation is provided for services rendered.

**Injury or Death Incident Reporting**

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

**Property Damage Reporting and Repair**

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

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

**EXHIBIT "B"**  
**COMPENSATION**

CONSULTANT shall be compensated using the following rates:

*Table 1-1: Compensation Schedule – Tree Pruning Services in accordance with the inventory contained in appendices E and F of the Request for Proposals (RFP) that was released by CITY for Tree Pruning and Removal Services on January 12, 2017*

Description	Rate
Public Right-of-Way	\$14,352
City Parks and City Hall	\$8,736

*Table 1-2: Compensation Schedule – Tree Removal Services*

Description	Rate
Tree and Stump Removal	\$28 per diameter inch, measured at approximately four feet above soil level
Tree Removal Only	\$19 per diameter inch, measured at approximately four feet above soil level
Stump Removal Only	\$11 per inch, measured at six inches above ground level
Crew Rental*	\$80 per man hour
Emergency Crew Rental* (work beginning within 90 minutes of request by CITY)	\$110 per man hour

\* No minimum call-out required

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

**EXHIBIT "C"**  
**INSURANCE**

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

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

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

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

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

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

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

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

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

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

## ITEM 6.7

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

## ITEM 6.7

complete, certified copies of all required insurance policies, at any time.

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

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

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



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**City of Laguna Woods**

**General Plan Annual Report**  
**2016**

**Planning & Environmental Services Department**



**City of Laguna Woods**  
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**February 2017**

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Mayor

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Mayor Pro Tem

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Councilmember

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Christopher Macon

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## 1. Introduction

California Government Code Section 65300 requires that each city adopt a General Plan to guide the long-term physical development of the City. The General Plan consists of seven elements addressing land use, housing, circulation, open space, conservation, safety, and noise. Future physical development of the City of Laguna Woods, as well as the formulation of municipal programs and services needed to support such development, will be guided through policies, objectives, and implementation measures set forth in each general plan element. Initially adopted in October 2002, the Laguna Woods General Plan provides the foundation for the City to function as a distinct and unique community. The policies, programs, and other measures discussed in this document serve as a blueprint for the future. Primary among the General Plan's objectives is the development of a self-sustaining community that provides for goods, services, housing, employment, and recreational opportunities.

California Government Code Section 65400 mandates that certain cities and all 58 counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research ("OPR"), and the California Housing and Community Development ("HCD") Department. This report has been prepared to summarize the status of the Laguna Woods General Plan and the progress made in its implementation in 2016. Significant policies, programs, and other measures that were developed or adopted over the reporting period are included in this document provide concrete examples of the City's progress towards implementation. Also included in this document are figures, tables, and information requested by HCD. Prepared in accordance with State law, the HCD-requested items illustrate the City's progress towards meeting its share of regional housing needs (see Chapter 5, Regional Housing Needs Assessment Allocation).

The preparation of this document is not only a statutory measure developed to comply with State law. The General Plan Annual Report provides a systematic look at the City's progress in meeting its General Plan goals. This process serves as a valuable tool for staff to gain perspective on the effectiveness of General Plan implementation measures, as well as areas that might require a different approach. Lastly, the results of this document will serve as a guide for decision makers (e.g., City Council) in prioritizing future policy development, resource allocations, programs, services, and projects.

## 2. Background

Laguna Woods occupies approximately three square miles of land in Orange County, California and is bordered by the cities of Aliso Viejo, Irvine, Laguna Beach, and Laguna Hills, as well as unincorporated and undeveloped open space owned by the County of Orange and the City of Laguna Beach. Transportation routes near Laguna Woods include the Interstate 5 Freeway (I-5), and State Routes 73 ("SR-73") and 133 ("SR-133"). Portions of SR-73 and SR-133 are operated as toll roads by the Transportation Corridor Agency.

Laguna Woods is predominantly built out. Nonetheless, the status of properties, both developed and undeveloped, could change and there is potential for infill development of unused or underutilized properties that are currently designated for commercial, residential, or community facilities land uses.

The California Department of Finance (“DOF”) estimates that Laguna Woods’ population was 16,213 as of January 1, 2016. That figure represents an increase of 0.3% as compared to DOF’s previous estimate of 16,162 as of January 1, 2015. DOF estimates incorporate United States Census counts, the most recent of which found that Laguna Woods’ population was 16,192. The population is known to experience seasonal variation, adding as many as 1,500 residents throughout the year to the base number counted during the United States Census. For example, the 2000 United States Census counted 17,794 residents with essentially the same number of housing units as existed in 2010.

### 3. General Plan Adoption and Amendments

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

The City did not adopt any General Plan amendment in 2016. A brief summary of the General Plan amendments adopted since the initial adoption is included in the following table:

<b>SUMMARY OF LAGUNA WOODS GENERAL PLAN AMENDMENTS</b>		
<b>Date</b>	<b>Action</b>	<b>Description</b>
October 2005	General Plan Amendment (GPA 05-01)	General Plan Amendment to change a property from Commercial to High Density Residential
July 2007	General Plan Amendment (GPA 07-01)	General Plan Amendment for the annexation of 170 acres of land for Open Space
January 2009	General Plan Housing Element Update	Housing Element Update
December 2010	General Plan Land Use Element and Map Amendment	General Plan Amendment incorporating new “Residential Community” and “Community Facilities” land use designation, and reflecting a private community name change from “Leisure World” to “Laguna Woods Village.”
June 2013	General Plan Circulation Element Update	Addition of a road definition and updates to ensure consistency with the Master Plan of Arterial Highways (“MPAH”)
February 2014	General Plan Housing Element Update	Housing Element Update (streamlined option)

SUMMARY OF LAGUNA WOODS GENERAL PLAN AMENDMENTS (continued from page 2)		
Date	Action	Description
April 2014	General Plan Safety Element Update	Comprehensive update of the Safety Element
July 2015	General Plan Conservation Element Update	Comprehensive update of the Conservation Element
July 2015	General Plan Amendment (GPA 15-19)	General Plan Amendment to change the land use designation for eight parcels from “Urban Activities Center” to “Open Space”

A comprehensive update of the General Plan is currently underway. The updated General Plan will address the seven elements required by State law (circulation, conservation, housing, land use, noise, open space, and safety), as well as economic vitality. In addition to addressing emerging issues and community priorities, the General Plan will be updated to ensure compliance with State law and revise implementing policy frameworks (goals, policy objectives, and implementation actions). As a result of recent updates to the conservation and safety elements, this project will primarily focus on the circulation (mobility), housing, land use, noise, and open space elements, as well as the new economic vitality element. A 25-year planning horizon will allow for a long-term approach to critical issues.

#### 4. Significant Projects and Programs

The City Council is the City’s legislative body. The City Council serves as the Planning Commission for land use decisions and conducts extensive community outreach targeting residents, businesses, nonprofit organizations, and others to gain input on proposed projects, services, and programs.

The purpose of this section is to highlight a sampling of significant projects, services, and programs in 2016 that were instrumental to the implementation of the General Plan.

**City Hall Services:** Laguna Woods City Hall hosts a branch of the County of Orange’s public library system. With hours from 10 a.m. to 4:30 p.m., Monday through Friday, residents can request books and other library resources located in other branches and have them shipped to City Hall’s branch for check-out. The branch continues to provide kiosks with networked computers for library cardholders at no charge. The branch also offers a one-on-one eBook assistance service. In addition to library services, City Hall offers notary services, hosts community events, and provides meeting space for the SCORE Association and local district staff for state and federal legislators that represent Laguna Woods, including U.S. Representative Walters, State Senator Moorlach, and Assembly Member Harper.

**Senior Mobility Program:** The Senior Mobility Program subsidizes the cost of taxi travel for Laguna Woods residents who are at least 60 years of age to anywhere in Orange County, except John Wayne Airport. Subsidized travel is also available to the Long Beach Veterans Hospital. Made possible, in part, by the support of the Orange County Transportation Authority (OCTA) and Orange County’s Measure M2 half-cent sales tax, the Senior Mobility Program promotes lifelong mobility through the provision of affordable, senior-oriented transportation services. Core elements include general travel vouchers, non-emergency medical transportation, and Irvine Station travel vouchers.

**Household Hazardous Waste, Bulky Item, and Sharps Collection Programs:** Residents are able to participate in an array of free recycling and waste disposal programs, including a door-to-door household hazardous waste program; an in-home bulky item collection program; a curbside bulky item collection program; and, a sharps collection program. In addition, several collection events are held throughout the year, including goods exchanges and document shredding events. In 2016, the City began to collect home-generated sharps waste at City Hall, in addition to its longstanding mail-back program.

**Residential Energy Efficiency Improvement Program:** The City uses a federal Community Development Block Grant (“CDBG”) awarded by the County of Orange to install replacement windows, doors, and other energy efficient improvements in private homes. To qualify, residents must be owner-occupants, at least 60 years of age, and either “very low income” or “extremely low income” as defined by the federal Department of Housing & Urban Development.

**Commercial Zoning Code Amendments and Zone Changes Project:** In 2016, the City amended its commercial zoning code and made related revisions to the zoning map. The zoning code amendments related to three zoning districts: Neighborhood Commercial (NC), Community Commercial (CC), and Professional and Administrative Office (PA). The amendments were intended to clarify the permitted uses, eliminate certain uses deemed incompatible, and permit certain additional uses not previously specified in the commercial zoning code. The project also included six zone changes: four from the CC district to the PA district and two from the NC district to the PA district. The sites that were rezoned were primarily used as professional and administrative offices, and the changes better aligned the use of the sites with the designated zoning district.

**Highlights Dashboard (ATTACHED AS EXHIBIT “A”):** The City seeks to create “*A City that is... healthy and safe, high in quality of life, environmentally conscious, economically prosperous, fiscally responsible, and professionally and efficiently served.*” While by no means exhaustive, the figures presented on the Highlights Dashboard are indicators of service level accomplishments during the 2016 calendar year. Highlights from the City’s most recent annual financial report are also included.

## 5. Regional Housing Needs Assessment Allocation

In accordance with State law, the Southern California Association of Governments (“SCAG”) prepared a Regional Housing Needs Assessment (“RHNA”) quantifying the need for housing in each jurisdiction in the SCAG region between 2014 and 2021. The RHNA provides estimates of existing and future housing needs for each municipality and regional government. State law requires local governments to implement the RHNA by providing concrete measures to meet local affordable housing allocations.

The RHNA existing housing need is determined from information about current residents, including the number of low-income families paying more than 30% of their income for housing. Future need is based on projected growth in the number of households and the number of dwelling units required to maintain a target vacancy rate. State laws requiring that new, affordable housing not be concentrated in existing low income neighborhoods also guide the geographic distribution of dwelling units in the RHNA. The RHNA can include replacement housing, as well as new construction. The City’s RHNA allocation for new construction units by income category is indicated in the following table:

<b>TOTAL CONSTRUCTION NEED BY INCOME FOR PLANNING PERIOD 2014-21</b>				
<b>Very Low</b>	<b>Low</b>	<b>Moderate</b>	<b>Above Moderate</b>	<b>Total</b>
1	1	0	0	2
50%	50%	0%	0%	100%

Source: Southern California Association of Governments

The City’s RHNA allocation was significantly reduced from 134 units to two units in the most recent cycle. The City is in the process of meeting its affordable housing allocation for the period of 2014 to 2021. No new dwelling units were proposed or constructed, and no dwelling units were permanently lost during this reporting period. In rare cases, occupancy of existing units has been restricted on a temporary basis due to fire or other construction deficiencies. In no case have those dwelling units been lost or become uninhabitable once repairs were completed.

## 6. Implementation of General Plan Elements

To assess the progress toward full implementation of the General Plan, the following table provides a detailed look at each of the goals, objectives, and implementation measures contained in the General Plan. Each implementation measure is assigned one of the following designations pertaining to status:

- Implemented;
- Ongoing;
- Partially Implemented;
- Started;
- Not Yet Implemented; or
- Abandoned.

Brief comments regarding implementation measures are also provided. The comments are not intended to be comprehensive, but provide examples of City efforts in implementing individual objectives

For more information, please contact the Planning & Environmental Services Department.

LAND USE ELEMENT	Implementation Status
<p><b>Objective I:</b> Promote land uses that accommodate the diverse needs of City of Laguna Woods residents.</p>	
<p><b>Policy I.A:</b> Facilitate development of a variety of housing types that appeal to a broad spectrum of prospective new residents.</p>	
<p>I.A.1 Accommodate rezoning of properties consistent with Residential designations shown on the General Plan Land Use Map and with Housing Element goals for new dwelling unit construction.</p>	<p><b>Implemented:</b> In 2010, the Land Use Element was amended to describe and account for “Residential Community” and “Community Facilities” land use designations. Additionally, the City Council adopted Chapter 13.23 of the Laguna Woods Municipal Code, establishing emergency and transitional housing shelter regulations, which became effective in 2011.</p>
<p>I.A.2 Approve rezoning of Open Space land to non-residential use consistent with the General Plan Land Use Map only after sufficient land is zoned for Residential use consistent with Housing Element goals for new dwelling unit construction.</p>	<p><b>Implemented:</b> The City is in compliance with its Housing Element with sufficient property designated and zoned as residential to meet its RHNA allocation.</p>
<p>I.A.3 Adopt a Zoning Ordinance provision requiring that replacement, redevelopment, and/or relocation of any Leisure World [Laguna Woods Village] Clubhouse facility will not result in a net loss of land area reserved and maintained for recreational uses.</p>	<p><b>Implemented:</b> Section 13.08.030(e) of the Laguna Woods Municipal Code, adopted April 16, 2003.</p>
<p><b>Policy I.B:</b> Actively participate with property owners and their representatives to expand the range of retail goods and services.</p>	
<p>I.B.1 Prepare a City marketing brochure to supplement broker and property owner offerings to prospective commercial tenants and prospective residents.</p>	<p><b>Ongoing:</b> The City continues to develop and maintain a vast array of marketing materials and services. The City’s website was redesigned in 2015 and now provides an improved platform for marketing to both prospective commercial tenants and prospective residents.</p>
<p>I.B.2 Adopt Zoning Ordinance procedures for site-specific parking studies reflecting demand based on existing or proposed commercial tenant mix.</p>	<p><b>Implemented:</b> Section 13.18.070 of the Laguna Woods Municipal Code, adopted April 16, 2003.</p>

<p>I.B.3 Accommodate requests of property owners for zone changes consistent with land use designations on the General Plan Land Use Map.</p>	<p><b>Ongoing:</b> See “Summary of Laguna Woods General Plan Amendments” on page 2 of this document. All accommodated requests have been made in a lawful manner.</p>
<p><b>Objective II:</b> Enhance the value and desirability of properties.</p>	
<p><b>Policy II.A:</b> Develop a strategy for promoting excellence in property maintenance and building design.</p>	
<p>II.A.1 Adopt Zoning Ordinance standards for design review that include architectural guidelines for new and renovated commercial projects.</p>	<p><b>Ongoing:</b> The Laguna Woods Municipal Code was adopted April 16, 2003. The City’s development standards continue to evolve to respond to changes in land use.</p>
<p>II.A.2 Include noise, view, light and glare, and traffic generation considerations in developing buffer zone requirements in the Zoning Ordinance to ensure compatibility of non-residential development with nearby residential uses.</p>	<p><b>Implemented:</b> Chapter 13.16 of the Laguna Woods Municipal Code, adopted April 16, 2003.</p>
<p>II.A.3 Continue to implement the scenic highway provisions of the Zoning Ordinance.</p>	<p><b>Ongoing:</b> No scenic highways are located in the City.</p>
<p>II.A.4 Continue to include maintenance and periodic upgrading of landscaped medians in the City’s annual budget.</p>	<p><b>Ongoing:</b> Maintenance and periodic upgrading of landscaped medians are a part of the City’s current operating budget. In 2015, the City began work on design documents for the Moulton Parkway Water Efficient Median Project. In 2016, the City Council approved a planting and material palette for the project. It is anticipated that the project will be released for bids in 2017.</p>
<p>II.A.5 Continue the current Code Enforcement program including inspection and compliance provisions associated with the City’s Stormwater Program.</p>	<p><b>Ongoing:</b> Code enforcement activities, including water quality enforcement, are ongoing.</p>
<p>II.A.6 Adopt a Zoning Ordinance provision requiring preparation of a Specific Plan for the “Urban Activities Center” designated on the Land Use Plan prior to approval of development on any of the subject parcels and including performance and development standards consistent with Section II.C.2, <i>Specific Plan Concept</i>.</p>	<p><b>Implemented:</b> Section 13.14.040 of the Laguna Woods Municipal Code, adopted April 16, 2003.</p>

<p>II.A.7 Incorporate stormwater design considerations or Standard Urban Stormwater Mitigation Plans (SUSMP's) and the implementation of Best Management Practices (BMP's), to the maximum extent practicable, in new development and significant redevelopment projects to improve water quality and ensure compliance with the City Local Implementation Plan (LIP).</p>	<p><b>Ongoing:</b> New projects are reviewed for compliance with the City's Local Implementation Plan and Water Quality Ordinance, adopted January 2003 and revised in 2010. Specific design considerations that address stormwater pollution mitigation plans and BMPs as part of applicable development reviews. In 2010, the City modified several ordinances related to water quality, including trash and debris, grading, and water quality. These modifications were made to ensure continued compliance with state law and reduce water pollution.</p>
<p><b>Policy II.B:</b> Monitor land use decisions and legislation of other units of government that may affect the quality and value of properties in the City of Laguna Woods.</p>	
<p>II.B.1 Actively participate as a City in area-wide and regional forums in opposing a commercial airport at the former Marine Corps Air Station at El Toro.</p>	<p><b>Implemented:</b> A commercial airport is no longer a potential or proposed use for the former Marine Corps Air Station at El Toro.</p>
<p>II.B.2 Monitor legislative updates provided by the California League of Cities.</p>	<p><b>Ongoing:</b> The City continues to monitor legislative updates provided by the League of California Cities.</p>
<p>II.B.3 Work with nearby cities and special districts on issues of mutual benefit or interest.</p>	<p><b>Ongoing:</b> The City has partnered with the cities of Laguna Hills, Aliso Viejo, and Laguna Beach on several road improvement projects and traffic issues, and continues to work with the El Toro Water District on wastewater, water conservation, and stormwater issues. In 2016, the City continued to work with nearby cities on several joint projects, including the Dairy Fork Constructed Wetland Project and traffic signal synchronization projects on El Toro Road and Moulton Parkway.</p>
<p><b>Objective III:</b> Promote innovation in design and development of properties that reflects the unique needs of the City of Laguna Woods market.</p>	
<p><b>Policy III.A:</b> Identify opportunities in new construction and re-use projects for optimizing accessibility for people with special needs.</p>	

<p>III.A.1 Consider adopting zoning and subdivision requirements for connecting sidewalks and multi-purpose trails between new and existing commercial, institutional and residential destinations.</p>	<p><b>Partially Implemented:</b> The City has constructed multimodal trails linking existing commercial, institutional, and residential destinations. Requirements have not been adopted as part of zoning and subdivision codes.</p>
<p>III.A.2 Consider adopting Zoning Ordinance standards for alternative modes of transportation in commercial, institutional, and multiple family residential developments.</p>	<p><b>Partially Implemented:</b> Section 13.18.090 of the Laguna Woods Municipal Code, “Transportation Demand Management,” includes provisions for alternative modes of transportation. Section 13.18.030 of the Laguna Woods Municipal Code, adopted December 18, 2013.</p>
<p><b>Objective IV:</b> Maintain and enhance revenues to the City.</p>	
<p><b>Policy IV.A:</b> Consider the fiscal impacts of land use decisions.</p>	
<p>IV.A.1 Require applicants for new uses, to be defined by project size or type, to submit fiscal impact analyses including projected revenues to the City and costs of municipal services.</p>	<p><b>Ongoing:</b> A fiscal analysis is part of the standard review process for significant land use projects.</p>

HOUSING ELEMENT	Implementation Status
<p><b>Objective 1:</b></p> <p>Maintain and improve residential neighborhoods and support quality housing for all residents.</p>	
<p><b>Policy 1.A:</b> Work towards full implementation of the 2006-2014 Housing Element objectives, policies, and programs in the Housing element</p>	
<p>Program 1.A.1 Provide a progress report on the 2014-2021 Housing Element programs and quantified objectives as part of the annual General Plan status reports to the State.</p>	<p><b>Ongoing:</b> This is the City’s normal practice.</p>
<p><b>Policy 1.B:</b> Promote, encourage, and facilitate efforts to preserve the City’s housing stock.</p>	
<p>Program 1.B.1 Continue to promote on-going building maintenance activities. To promote building maintenance, the City will:</p> <ul style="list-style-type: none"> <li>• Identify available funds for building maintenance activities and energy efficiency upgrades.</li> <li>• Disseminate public information on available housing programs, such as the energy efficient equipment retrofit program (CDBG) at public counters and the City’s website.</li> <li>• Assist property owners and property managers in their efforts to identify and mitigate housing maintenance issues.</li> </ul>	<p><b>Ongoing:</b> See discussion of the CDBG-funded Residential Energy Efficiency Improvement Program on page 4 of this document. Information on the program is available at City Hall and on the City’s website.</p> <p>In 2010, the City obtained a California Energy Commission grant using federal funds to retrofit City Hall with dual-pane, low-E windows and energy efficient lighting and heating, ventilation, and air conditioning equipment. The project modeled energy efficiency retrofits to property owners and property managers.</p>
<p><b>Objective 2:</b></p> <p>Promote and encourage the development of housing opportunities to accommodate current and projected housing need.</p>	
<p><b>Policy 2.A:</b> Promote construction of units consistent with the new construction needs identified in the Regional Housing Needs Assessment (RHNA).</p>	
<p>Program 2.A.1 Work with property owners in the development of Specific Plans to guide the development of Urban Activities Center parcels to include residential development.</p>	<p><b>Not yet Implemented:</b> In 2011, the property owners submitted a Specific Plan and General Plan Amendment application to develop nine parcels that cover approximately 72 acres of Urban Activities Center parcels. In 2014, the property owners withdrew their application.</p>

<p>Program 2.A.2 Work with commercial property owners to establish residential/commercial mixed use development standards for the City’s Commercial land use district.</p>	<p><b>Not yet Implemented:</b> This program may be considered as a part of the City’s current General Plan Comprehensive Update Project.</p>
<p><b>Policy 2.B:</b> Mitigate governmental constraints to the accommodation of special needs residents.</p>	
<p>Program 2.B.1 Participate in the County of Orange Consolidated Plan program and in the Continuum of Care to provide housing for special needs populations, particularly extremely and very low income persons. Participation will include assigning a representative to participate in meetings and events sponsored by these programs. In addition, the Resource Guide for Orange County Homeless and other publications that support the program goals will be distributed from City Hall.</p>	<p><b>Ongoing:</b> The City participated in the development of the County of Orange’s Consolidated Plan for the years 2010 to 2015, and 2015 to 2019. In 2015, the City hosted one of the County of Orange’s Consolidated Plan Community Workshops at City Hall. Various homeless resources, including County of Orange-produced resources, are available at City Hall.</p>
<p>Program 2.B.2 Revise the Laguna Woods Zoning Ordinance to identify zones that will allow the development of transitional housing facilitate transitional housing and supportive housing developments that serve extremely and very low income households, consistent with Government Code Section 65583(c)(1). Because transitional and supportive housing can be configured in different ways – either as regular multi-family housing or as group quarters the Zoning Ordinance amendment will ensure that transitional and supportive housing that function as a residential use will be treated as residential uses and only subject to those restrictions that apply to other residential uses of the same type in the same zone.</p>	<p><b>Implemented:</b> Chapter 13.23 of the Laguna Woods Municipal Code, adopted in 2011.</p>
<p>Program 2.B.3 Review and revise the Laguna Woods Zoning Ordinance to provide for emergency homeless shelters that serve extremely and very low income households as a by-right use and develop objective standards to regulate emergency shelters as provided for under Government Code Section 65583(a)(4). Evaluate the Neighborhood Commercial (NC), Community Commercial (CC), Highway Commercial (HC) or Urban Activities (UAC) zones for inclusion of emergency homeless shelters as a by-right use.</p>	<p><b>Implemented:</b> Chapter 13.23 of the Laguna Woods Municipal Code, adopted in 2011.</p>

<p><b>Objective 3:</b></p> <p>Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.</p>	
<p><b>Policy 3.A:</b> Recognize the City’s leadership role in the maintenance, preservation, improvement, and development of affordable housing.</p>	
<p>Program 3.A.1 Encourage and facilitate the development of affordable housing by:</p> <ul style="list-style-type: none"> <li>• Supporting non-profit organizations that address housing issues.</li> <li>• Serving as an intermediary between non-profit organizations and interested residential developers.</li> <li>• Assisting in application preparation and other efforts to secure funding sources for development of housing for extremely low-, very low-, low- and moderate-income residents.</li> <li>• Making available regional and local housing program information to residents, and assisting residents in contacting housing assistance organizations.</li> <li>• Informing interested developers about the range of housing allowed in areas outside of Laguna Woods Village, including housing for families.</li> <li>• Informing interested developers about the State density bonus program incentives available for development of affordable housing program.</li> <li>• Programming incentives available for development of affordable housing.</li> </ul>	<p><b>Ongoing:</b> The City is continuing to work with residential developers to promote affordable housing. The City will continue to work with developers and create zoning code ordinances that promote affordable housing. As of 2015, 17 specifically-designated affordable housing units are located in Laguna Woods.</p>
<p>Program 3.A.2 Continue to encourage and facilitate the use of the City’s density bonus provisions to provide affordable housing opportunities. Revise the density bonus provisions in the City’s Municipal Code to be consistent with State density bonus law.</p>	<p><b>Implemented:</b> Section 13.26.040 of the Laguna Woods Municipal Code, adopted on April 17, 2013.</p>

<p>Program 3.A.3 Encourage residents to apply, when available, for the Section 8 rental assistance program (through County of Orange Housing Authority) for extremely and very low-income rental households. Inform local rental property owners and eligible residents of Section 8 assistance and Section 8 waitlist openings through flyers and the City’s website. Provide technical assistance during the application process to interested residents. While the City endeavors to maintain the current level of assistance through the Section 8 (72 vouchers) program, the City has no jurisdiction over the funding and operation of the Section 8 voucher program.</p>	<p><b>Ongoing:</b> The City receives information and application forms for Section 8 housing through the County of Orange and makes them available to residents at City Hall.</p>
<p>Program 3.A.4 Continue to use CDBG funds to fund projects that improve and maintain the quality of the City’s housing stock and residential infrastructure. While the City endeavors to maintain the current level of assistance through the CDBG program, the City has no jurisdiction over the funding and operation of CDBG program.</p>	<p><b>Ongoing:</b> The City continues to use CDBG funds for residential energy efficiency improvements.</p>
<p>Program 3.A.5 The City has received no complaints regarding any discriminatory actions and will continue to enforce all fair housing law. The City Manager is responsible for addressing and/or referring fair housing complaints and questions to the Fair Housing Council of Orange and/or HUD. The City will provide information on fair housing rights and responsibilities, and seek to remedy known acts of discrimination within the community. The City will disseminate fair housing information at City Hall and throughout Laguna Woods in a variety of community places.</p>	<p><b>Ongoing:</b> Fair housing information is available at City Hall, through the City’s code enforcement operation, and upon request. In 2016, the City received no complaints regarding discriminatory housing actions within Laguna Woods.</p>
<p>Program 3.A.6 Review city processes and procedures as they pertain the establishment of new housing, including market rate and all forms of affordable housing to remove undue constraints which hinder the development of new housing opportunities.</p>	<p><b>Not yet Implemented:</b> This program is being addressed as a part of the City’s current General Plan Comprehensive Update Project.</p>
<p>Program 3.A.7 Research potential funding sources (grants, loans, and other funds) which can be used towards the planning and development of affordable housing.</p>	<p><b>Ongoing:</b> City staff continues to explore sources of funding to assist with affordable housing development.</p>

**Objective 4:**

Facilitate housing, transportation and physical accommodations to aid persons with disabilities.

**Policy 4.A:** Maintain zoning/development standards that guide development of affordable housing near public transportation, and promote project designs that are accessible and accommodating to the disabled.

Program 4.A.1 Partner with property owners to identify and accomplish the retrofit of dwelling units and common facilities for handicapped accessibility. The City will participate at board meetings of the housing mutuals and the Golden Rain Foundation, the principal property owner in the City, to encourage retrofitting.

**Not yet Implemented:** While City officials often meet with the representatives of major property owners, a mutual approach to promoting retrofitting within the community is yet to be developed.

CIRCULATION ELEMENT	Implementation Status
<p><b>Objective I:</b> Improve and expand transportation options within the City and to destinations outside the City.</p>	
<p><b>Policy I.A:</b> Maintain and enhance an integrated vehicular circulation network to accommodate local needs and land uses.</p>	
<p>I.A.1 Monitor arterial roadways and intersections within the City with the goal of maintaining Level of Service (LOS) D on roadway segments and at intersections.</p>	<p><b>Ongoing:</b> The City reviews intersection performance as part of its regular engineering function and as a part of CEQA project review for the City and surrounding jurisdictions.</p>
<p>I.A.2 The City shall develop a Traffic Impact Analysis Procedures Manual to guide the conduct of traffic studies. The Manual shall define procedures for analyzing proposed development traffic impacts on roadways both within and outside the City, for determining appropriate and effective mitigation measures, and for establishing procedures ensuring that new development pays at least its fair and proportionate share of required mitigation measures. The Manual shall identify the types and sizes of projects requiring a traffic impact analysis, and a process for preparing the analysis, including analysis methodologies, and development of significance criteria consistent with level of service performance criteria identified in the Circulation Element. The Manual shall also identify procedures for analyzing land development within the Urban Activities Center to ensure that overall trip generation totals identified in the General Plan are not exceeded, and that General Plan roadway standards continue to be met. The Manual shall include methods to ensure consistency with the requirements of the County of Orange Congestion Management Plan and the Growth Management Plan.</p>	<p><b>Not Yet Implemented:</b> In 2010, the City began the drafting of a City Traffic Impact Analysis Procedures Manual. The City continues to conduct both project specific and regional analysis to better understand roadway segments in the community. Under the current program, traffic analysis is conducted at a project level as part of environmental review.</p>
<p>I.A.3 Define on-site and off-site circulation infrastructure improvements necessary to mitigate impacts of new development.</p>	<p><b>Ongoing:</b> A thorough review of circulation impacts for new developments is a part of the project and environmental review process.</p>

<p>I.A.4 Work with the Orange County Transportation Authority (OCTA) and the County of Orange in phased implementation of Master Plan of Arterial Highways to meet the particular needs of the City.</p>	<p><b>Ongoing:</b> The City continues to comply with implementation of the Master Plan of Arterial Highways (“MPAH”). The Circulation Element was updated in 2013 to ensure compliance with the MPAH by removing a portion of Santa Maria Avenue in Laguna Woods, a portion of Ridge Route Drive in Laguna Hills, and a portion of Bake Parkway in Irvine, and adding a portion of Santa Vittoria Drive in Laguna Hills.</p>
<p><b>Policy I.B:</b> Develop strong working relationships with management and staff of the Orange County Transportation Authority (OCTA), Laguna Woods Village Transportation, South County Senior Services, and other appropriate agencies to highlight the transit needs of the City of Laguna Woods residents, including the special needs of seniors, and to enhance and coordinate transit services in the City.</p>	
<p>I.B.1 Support the provision of safe and efficient intercity and intracity public transportation for residents and workers in the City of Laguna Woods.</p>	<p><b>Ongoing:</b> The City works with the Orange County Transportation Authority (OCTA) and Laguna Woods Village to maximize the safety and efficacy of both public and private transit, including joint use of public bus stops.</p>
<p>I.B.2 Encourage the use of public transportation.</p>	<p><b>Ongoing:</b> The City provides information about how to obtain general or detailed information about public and private bus transit, City-subsidized taxi services, and other transportation available in and around Laguna Woods. The Laguna Woods Branch of the OC Public Library has networked computers at City Hall that can be used to access online maps and guides.</p>
<p>I.B.3 Explore funding sources for the operation, maintenance and improvement of local transit services, including bus shelter and transfer point amenities.</p>	<p><b>Ongoing:</b> In 2016, the City continued work on two multi-city traffic signal synchronization projects for which it is serving as the lead agency. Both projects are funded through competitive Measure M2 grants.</p>
<p>I.B.4 Increase staff involvement in oversight of fixed route bus and paratransit services.</p>	<p><b>Ongoing:</b> The principal avenue for the involvement described in this implementation action is through the City’s participation in the Orange County Transportation Authority’s (OCTA) Technical Steering Committee and Technical Advisory Committee.</p>

<p>I.B.5 Work with the Orange County Transportation Authority (OCTA) and Laguna Woods Village Transportation to coordinate bus service schedules to minimize wait time for fixed route service.</p>	<p><b>Ongoing:</b> Buses operated by Laguna Woods Village Transportation services have full access to OCTA bus stops to facilitate transfers from local to regional routes. City staff serves as the liaison between the organizations.</p>
<p>I.B.6 Promote future service extensions to popular destinations outside the City.</p>	<p><b>Ongoing:</b> The City continues to promote service extensions through alternative transportation options such as the Senior Mobility Program (see page 3 of this document). The program includes reduced fares for trips to the Irvine Station, where residents can transfer to services offered by Amtrak, Metrolink, the Orange County Transportation Authority (OCTA), and the City of Irvine.</p>
<p>I.B.7 Promote driver sensitivity training that extends to operation of wheelchair lifts and tie-downs, bus stop announcements, and understanding the needs of individuals with mobility impairments.</p>	<p><b>Ongoing:</b> The Orange County Transportation Authority (OCTA) and Laguna Woods Village both provide driver sensitivity training sessions for their bus drivers.</p>
<p>I.B.8 Provide fixed route bus information in a format easily readable by seniors.</p>	<p><b>Ongoing:</b> Fixed route bus information is available at City Hall.</p>
<p>I.B.9 Arrange training programs to provide on-site assistance to Laguna Woods’ residents to familiarize them with OCTA and Laguna Woods Village ridership options and traveling tips.</p>	<p><b>Ongoing:</b> One-on-one assistance to familiarize residents with ridership options and provide traveling tips is available at City Hall. The City also participates in Laguna Woods Village’s New Resident Orientations, during which transportation questions are answered.</p>
<p>I.B.10 Require the dedication and improvement of rights-of-way for bus turnouts as a condition of development approval, when appropriate.</p>	<p><b>Ongoing:</b> In 2016, there were no new project approvals which required the addition of right-of-way improvements for bus turnouts.</p>
<p>I.B.11 Encourage maintenance of deep discounts for seniors using OCTA bus services and adoption of other inducements to use fixed route services, such as restaurant and merchant coupons.</p>	<p><b>Ongoing:</b> The City works with the Orange County Transportation Authority (OCTA) on a regular basis to encourage affordability of services for seniors and Laguna Woods residents, generally.</p>
<p>I.B.12 Continually review the network of transit services to determine and encourage adoption of methods to increase ridership and respond to changing demands of the community.</p>	<p><b>Ongoing:</b> Several City Councilmembers serve on multi-agency organizations (e.g., Southern California Association of Governments, Orange County Council of Governments) that work on regional transportation development.</p>

<p>I.B.13 Support the efforts of appropriate agencies to provide additional local and express bus services to the City of Laguna Woods, such as intercity rail station feeder service.</p>	<p><b>Ongoing:</b> In 2008 and 2009, the City conducted the Laguna Woods Go Local Study and Transportation Needs Assessment Update. A component of the project was to evaluate potential services to improve access to regional rail systems. The City advocates for public transit development on a continual basis.</p>
<p>I.B.14 Provide opportunities for residents to give input on current and future fixed route and para-transit services.</p>	<p><b>Ongoing:</b> Opportunities for public input are provided and noticed when transportation-related issues are considered by the City Council or subregional groups that may meet at City Hall.</p>
<p><b>Policy I.C:</b> Coordinate the efforts of all transit service providers to plan for and implement a package of improved services for residents and workers.</p>	
<p>I.C.1 Coordinate with and support transit service providers as appropriate in developing and implementing plans for improving transportation services, coordination, and marketing.</p>	<p><b>Ongoing:</b> The City periodically conducts transportation needs. These assessments occurred in 2001 and 2008-2009.</p>
<p>I.C.2 Provide input for development of service schedules that minimizes wait time for transfers between Laguna Woods Village Transportation and OCTA fixed route bus services.</p>	<p><b>Ongoing:</b> Staff regularly monitors and, when necessary, submits comments regarding proposed new or changed transit and paratransit services, including changes to Orange County Transportation Authority (OCTA) bus routes and ACCESS paratransit service.</p>
<p>I.C.3 Continue to implement a bus shelter program with comfortable and convenient amenities.</p>	<p><b>Ongoing:</b> The City has awarded a bus shelter franchise agreement that provides for the maintenance and upkeep of bus shelters and related amenities, including benches, trash containers, and covered shelters. In 2016, the City negotiated and approved a 10-year extension of the franchise agreement.</p>
<p><b>Policy I.D:</b> Explore opportunities to contract for new transit services based upon the needs of the community.</p>	
<p>I.D.1 Update the transit service needs of City of Laguna Woods residents on a regular basis to determine new destinations and changes in service demands.</p>	<p><b>Ongoing:</b> The City conducts transportation needs assessments periodically. Assessments occurred in 2001 and 2008-09. The City continues to refine its Senior Mobility Program (see page 2 of this document). In 2016, new voucher options were added for the non-emergency medical transportation component of the program.</p>

<p>I.D.2 Devise transit services to meet changing community service needs.</p>	<p><b>Ongoing:</b> The City continues to refine its Senior Mobility Program (see page 3 of this document). In 2016, new voucher options were added for the non-emergency medical transportation component of the program.</p>
<p>I.D.3 Implement new services, as appropriate, based upon budget and operation considerations.</p>	<p><b>Ongoing:</b> The City continues to improve existing services and implement new services, as needed and as resources allow.</p>
<p><b>Objective II:</b> Provide innovative alternatives for maintaining independence and mobility of residents.</p>	
<p><b>Policy II.A:</b> Consider implementation of local demand response and shuttle service.</p>	
<p>II.A.1 Implement a demand responsive taxi voucher service to serve all residents.</p>	<p><b>Implemented:</b> The City offers a Senior Mobility Program (see page 3 of this document).</p>
<p>II.A.2 Explore the feasibility of establishing a City operated or contracted shuttle service using rotating destinations and routes.</p>	<p><b>Partially Implemented:</b> The OCTA conducted a study in 2010, in cooperation with the cities of Laguna Woods, Laguna Hills and Lake Forest, to assess the potential cost and ridership of shuttle service to the Irvine Transportation Center and a circulator to shopping centers along El Toro Road in the three cities. Staff worked with OCTA staff in the evaluation process and coordinated with other cities to determine the feasibility and potential benefits of both of these services. OCTA determined that significant contributions would be needed from Laguna Woods and adjacent cities for the ongoing operation of any services to train stations and/or local shopping centers. Neither the City nor the adjacent cities currently have funds available for such contributions.</p>
<p>II.A.3 Accommodate and support innovative vehicles and services that meet the transit needs of the community while reducing air pollution and fossil fuel energy consumption as practicable.</p>	<p><b>Ongoing:</b> The City works with residential and commercial property owners to encourage use of the City’s multimodal trail system, including golf carts which are primarily powered by electric batteries. The most recent multimodal trail expansion occurred in 2015.</p>
<p><b>Policy II.B:</b> Help residents understand transit services and options.</p>	

<p>II.B.1 Work with transportation service providers to develop clear, readable transit maps and guides.</p>	<p><b>Ongoing:</b> The City provides information about how to obtain general or detailed information about public and private bus transit, City-subsidized taxi services, and other transportation available in and around Laguna Woods. The Laguna Woods Branch of the OC Public Library has networked computers at City Hall that can be used to access online maps and guides. The City’s website was redesigned in 2015 and now provides an improved platform for making transportation information more directly available to residents.</p>
<p>II.B.2 Publish improved transit rider information maps and guides.</p>	<p><b>Implemented:</b> The City provides information about how to obtain general or detailed information about public and private bus transit, City-subsidized taxi services, and other transportation available in and around Laguna Woods. The Laguna Woods Branch of the OC Public Library has networked computers at City Hall that can be used to access online maps and guides. The City’s website was redesigned in 2015 and now provides an improved platform for making transportation information more directly available to residents.</p>
<p>II.B.3 Post City transit maps at bus stops and transfer points throughout the City to help people travel throughout the County.</p>	<p><b>Not Yet Implemented:</b> A map for use at bus stops and transfer points has yet to be developed.</p>
<p>II.B.4 Distribute transit maps and guides throughout the City.</p>	<p><b>Implemented:</b> The City provides information about how to obtain general or detailed information about public and private bus transit, City-subsidized taxi services, and other transportation available in and around Laguna Woods. The Laguna Woods Branch of the OC Public Library has networked computers at City Hall that can be used to access online maps and guides. The City’s website was redesigned in 2015 and now provides an improved platform for making transportation information more directly available to residents. In 2016, the City participated in Laguna Woods Village’s Transportation Awareness Day. Transit maps and guides, as well as information on the City’s Senior Mobility Program, was distributed.</p>

<p>II.B.5 Develop a Travel Training Program providing orientation on available transportation services and options.</p>	<p><b>Not Yet Implemented:</b> While a standalone Travel Training Program has not yet been developed, the City does provide transportation information at Laguna Woods Village’s New Resident Orientations and one-on-one, on request. In 2016, the City participated in Laguna Woods Village’s Transportation Awareness Day. Transit maps and guides, as well as information on the City’s Senior Mobility Program, was distributed.</p>
<p>II.B.6 Develop a Rider Information Hotline and Referral System that provides personalized, step-by-step instructions in the use of fixed route bus, train, demand response and other transportation services.</p>	<p><b>Not Yet Implemented:</b> Transit information is available by contacting City Hall. The City coordinates with OCTA to improve its telephone and online information related to use of local and regional transportation services.</p>
<p><b>Objective III:</b> Maintain and improve existing circulation infrastructure.</p>	
<p><b>Policy III.A:</b> Provide and maintain a bicycle circulation system that connects to adjacent jurisdictions consistent with the regional bicycle network.</p>	
<p>III.A.1 Provide Class II on-street bicycle lanes on arterial roadways consistent with the County of Orange Commuter Bicycle Plan.</p>	<p><b>Ongoing:</b> The Moulton Smart Street project, Segment 3, Phase I, was completed in 2011 and includes Class II bike trails consistent with the County of Orange Commuter Bicycle Plan. Phase II of the Moulton Smart Street project was completed in 2015 and also includes Class II bike trails consistent with the County of Orange Commuter Bicycle Plan.</p>
<p>III.A.2 Investigate the feasibility of including a Class I bicycle path as part of a multi-purpose trail along the south side of El Toro Road between Calle Sonora and Paseo de Valencia.</p>	<p><b>Implemented:</b> A Class I bicycle path is included as part of the multimodal trail along portions of El Toro Road, Moulton Parkway, and Santa Maria Avenue.</p>
<p><b>Policy III.B:</b> Accommodate the unique needs of residents in the design and construction of pedestrian facilities.</p>	
<p>III.B.1 Construct sidewalks of adequate width along El Toro Road between Moulton Parkway and Paseo de Valencia, possibly as part of a multi-purpose trail, and along Moulton Parkway between El Toro Road and Calle Aragon.</p>	<p><b>Implemented:</b> A 14-foot wide multimodal trail (10 foot wide near intersections) was constructed on El Toro Road from just east of Moulton Parkway to Paseo de Valencia. This trail is part of the City’s extensive multimodal trail system, which added segments on El Toro Road and Moulton Parkway in 2014, and on Moulton Parkway in 2015.</p>

<p>III.B.2 Determine the feasibility of providing secured, direct pedestrian and alternative vehicle access between residential communities and commercial and institutional uses.</p>	<p><b>Ongoing:</b> The City has established official golf cart crossings, completed a multimodal trail system to support alternative vehicle, bicycle and pedestrian movement throughout the City, and facilitated use of alternative vehicle movement between the Laguna Woods Village residential community and surrounding commercial or institutional land uses. In 2011, staff worked with a local church and new tenant in the Willow Tree Center to provide additional Americans with Disabilities (ADA) access to City sidewalks and nearby bus stops.</p>
<p>III.B.3 Maintain adequate time intervals for the pedestrian crosswalk phase at signalized street intersections.</p>	<p><b>Implemented:</b> The City has installed count-down pedestrian signals at all signalized intersections and maintained crosswalk timing to ensure safe pedestrian crossings.</p>
<p>III.B.4 Consider enhancements for crosswalks such as easy to operate crosswalk buttons, audio warning indicators, and curb cuts at key signalized street intersections near commercial areas and Leisure World (Laguna Woods Village) gates.</p>	<p><b>Implemented:</b> The City has installed count-down pedestrian signals and touch-buttons at all signalized intersections, audio warning equipment at two signalized intersections, and modified curb ramps as needed.</p>
<p><b>Policy III.C: Maintain and enhance infrastructure to promote alternative vehicle access where feasible.</b></p>	
<p>III.C.1 Determine the feasibility of including alternative vehicle access to a multi-purpose trail along the south side of El Toro Road between Calle Sonora and Paseo de Valencia.</p>	<p><b>Partially Implemented:</b> The City has established official golf cart crossings, constructed a multimodal trail system to support alternative vehicle, bicycle and pedestrian movement throughout the City, and facilitated use of alternative vehicle movement between the Laguna Woods Village residential community and surrounding commercial or institutional land uses. Several sections of the multimodal trail system are located along El Toro Road.</p>
<p>III.C.2 Investigate the feasibility of developing secure, direct access points for alternative vehicles between residential communities and commercial and institutional uses.</p>	<p><b>Ongoing:</b> The City has established official golf cart crossings, completed a multimodal trail system to support alternative vehicle, bicycle and pedestrian movement throughout the City, and facilitated use of alternative vehicle movement between the Laguna Woods Village residential community and surrounding commercial or institutional land uses.</p>

<p>III.C.3 Work with the City of Laguna Hills to determine the feasibility of providing off-street alternative vehicles connections to the Laguna Hills Mall and Saddleback Medical Center.</p>	<p><b>Not Yet Implemented:</b> In years past, City officials have met with representatives from the City of Laguna Hills to discuss the potential for golf cart crossings between Laguna Hills Mall, Saddleback Medical Center and nearby residential areas. Concerns on the part of the City of Laguna Hills related to liability and safety have prevented this project from moving forward, however, low-speed vehicles or what are more commonly called “golf cars,” can legally travel on sections of El Toro Road, from Avenida Sevilla to Paseo de Valencia and beyond, and cross Paseo de Valencia at intersections south of El Toro Road to gain access to these locations.</p>
<p>III.C.4 Provide alternative vehicles parking areas at key commercial locations, churches, and main transit stops, where feasible.</p>	<p><b>Partially Implemented:</b> Standards for alternative vehicles are included in the Section 13.18.080 of the Laguna Woods Municipal Code. Golf cart parking areas are currently provided at City Hall, the Valencia Center, and the Laguna Woods Village Community Center.</p>
<p>III.C.5 Consider adopting zoning and subdivision requirements for connecting alternative vehicle trails between new and existing commercial, institutional, and residential destinations.</p>	<p><b>Not Yet Implemented:</b> While the City has standards that promote and protect sidewalks and traditional pedestrian trails, standards have not been adopted mandating the inclusion of alternative vehicle trails. The City’s multimodal trail system, in conjunction with use of private streets and pathways, provide access for residents to a significant portion of commercial and institutional destinations in Laguna Woods.</p>
<p>III.C.6 Consider adopting zoning ordinance standards for accommodating alternative vehicles in commercial, institutional, and multiple family residential developments.</p>	<p><b>Partially Implemented:</b> Section 13.18.080 of the Laguna Woods Municipal Code.</p>
<p><b>Objective IV:</b></p> <p>Identify potential impacts on the City of Laguna Woods of land use and transportation decisions of other governmental entities.</p>	
<p><b>Policy IV.A:</b> Coordinate with neighboring jurisdictions and with agencies responsible for projects affecting the City of Laguna Woods.</p>	

<p>IV.A.1 Participate with the County of Orange, the Orange County Transportation Authority (OCTA), Transportation Corridor Agencies, and the Southern California Association of Governments to represent the City’s position and to facilitate implementation of an integrated circulation system that meets the needs of the City of Laguna Woods.</p>	<p><b>Ongoing:</b> Staff regularly submits input regarding proposed new or changed transit and paratransit services, including changes to Orange County Transportation Authority (OCTA) bus routes and ACCESS paratransit service. City representatives also participate in meetings and provide input to the County of Orange and through memberships on the Orange County Council of Governments, Transportation Corridor Agencies, Southern California Association of Governments (SCAG), and League of California Cities.</p>
<p>IV.A.2 Monitor local development activity and transportation improvements in adjacent jurisdictions as well as regional transportation projects to determine benefits and impacts to the City.</p>	<p><b>Ongoing:</b> Representatives from the City regularly meet with and/or provide input to surrounding local and regional governments to ensure that development activity in nearby jurisdictions does not impact infrastructure or the quality of life of residents of Laguna Woods.</p>
<p>IV.A.3 Continue working with the El Toro Reuse Planning Authority in supporting development of the former Marine Corps Air Station that is compatible with the land use objectives of the City.</p>	<p><b>Implemented:</b> A commercial airport is no longer a potential or proposed use for the former Marine Corps Air Station at El Toro.</p>

CONSERVATION ELEMENT	Implementation Status
<p><b>Goal CO-1:</b> Improve air quality.</p>	
<p><b>Objective CO-1.1:</b> Adopt and enforce regulations promoting air resource goals.</p>	
<p>A. Adopt, review, update, and enforce regulations including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Regulations pertaining to the protection of sensitive receptors, fugitive dust control near sensitive receptors, and the location of new sensitive receptors away from primary pollutant emission sources.</li> <li>• Regulations pertaining to new and significant redevelopment project requirements for the accommodation and promotion of mobility alternatives to fossil fueled vehicles.</li> <li>• Regulations pertaining to mitigation of the urban heat island effect.</li> </ul>	<p><b>Ongoing:</b> The City periodically reviews and makes corresponding updates to its regulations. Adopted regulations are enforced on a continual basis.</p>
<p><b>Objective CO-1.2:</b> Implement and support programs that reduce mobile source emissions.</p>	
<p>A. Collaborate with the Orange County Transportation Authority (OCTA) and other demand-responsive mass transportation service providers to improve services and increase ridership.</p>	<p><b>Ongoing:</b> The City works with the Orange County Transportation Authority (OCTA) and its own Senior Mobility Program transportation services provider to improve services and increase ridership.</p>
<p>B. Construct and maintain a multi-modal trail system that facilitates movement throughout the city by pedestrians, cyclists, golf carts, and zero and low emission forms of transportation.</p>	<p><b>Ongoing:</b> The City has established official golf cart crossings, completed a multimodal trail system to support alternative vehicle, bicycle and pedestrian movement throughout the City, and facilitated use of alternative vehicle movement between the Laguna Woods Village residential community and surrounding commercial or institutional land uses. In 2015, the City expanded the multimodal trail system to include new segments on Moulton Parkway.</p>

<p>C. Synchronize traffic signals, both locally and regionally, to improve the flow of vehicular traffic.</p>	<p><b>Ongoing:</b> In 2016, the City continued work on two multi-city traffic signal synchronization projects for which it is serving as the lead agency. Both projects are funded through competitive Measure M2 awards.</p>
<p><i>See also “Greenhouse Gas Emissions” priority issue for related considerations.</i></p>	
<p><b>Goal CO-2:</b> Preserve and enhance the environment to support biological resources.</p>	
<p><b>Objective CO-2.1:</b> Adopt and enforce regulations promoting biological resource goals.</p>	
<p>A. Adopt, review, update, and enforce regulations including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Regulations pertaining to the long-term maintenance of biological resource areas as open space areas with limitations on activities with the potential to adversely impact ecologically valuable vegetative communities or sensitive wildlife communities.</li> <li>• Regulations pertaining to the minimization of the removal of ecologically valuable vegetative communities for new and significant redevelopment projects.</li> <li>• Regulations pertaining to the prohibition of invasive plant species.</li> </ul>	<p><b>Ongoing:</b> The City periodically reviews and makes corresponding updates to its regulations. Adopted regulations are enforced on a continual basis. See S-2.2(A) for additional commentary on the status of regulations pertaining to the prohibition of invasive plant species.</p>
<p><b>Objective CO-2.2:</b> Protect and improve sustainable vegetative and wildlife habitats.</p>	
<p>A. Manage the City’s urban forest and landscaping in a changing climate through development and implementation of an Urban Forestry Management and Landscape Master Plan.</p>	<p><b>Not yet Implemented:</b> The Conservation Element was amended to include this implementation action in 2015. It has not yet been implemented.</p>
<p>B. Ensure that new and significant redevelopment projects within urbanized areas minimize the presence of areas conducive to mammalian predator habitat as practical.</p>	<p><b>Not yet Implemented:</b> There have been no new or significant redevelopment projects affecting habitat since the Conservation Element was amended to include this implementation action in 2016.</p>

<p>C. Coordinate with the Orange County Flood Control District/OC Flood to manage Aliso Creek-related flood issues in a manner that maintains as natural a physical condition as practical.</p>	<p><b>Ongoing:</b> The City works with Aliso Creek stakeholders in the administration of its National Pollutant Discharge Elimination System (NPDES) permits and in complying with Aliso Creek’s 13225 Directive.</p>
<p>D. Support the maintenance and operation of the Dairy Fork Constructed Wetland.</p>	<p><b>Partially Implemented:</b> In 2016, the City continued to contribute to the design and permitting of the Dairy Fork Constructed Wetland Project.</p>
<p><i>See also “Water Resources” priority issue for related considerations.</i></p>	
<p><b>Objective CO-2.3:</b> Support ecologically-minded use of the Laguna Coast Wilderness Park.</p>	
<p>A. Collaborate with the Coastal Greenbelt Authority and other agencies and organizations with responsibilities related to the Laguna Coast Wilderness Park to ensure that it is managed and operated in a manner that is sensitive to the presence of biological resources.</p>	<p><b>Ongoing:</b> City Councilmembers represent the City on the board of the Coastal Greenbelt Authority.</p>
<p><b>Objective CO-2.4:</b> Promote connectivity between regional and sub-regional open space areas.</p>	
<p>A. Participate in and support efforts by federal, state, and local agencies and organizations to establish and maintain regional and sub-regional wildlife corridors.</p>	<p><b>Ongoing:</b> Wildlife corridor issues are a matter of current attention for the Coastal Greenbelt Authority. See CO-2.3(A).</p>
<p>B. Collaborate with OC Watersheds, Laguna Woods Village, and other agencies and organizations with responsibilities related to Aliso Creek to ensure that open water and riparian areas are maintained as habitat suitable to facilitate regional and sub-regional wildlife movement.</p>	<p><b>Ongoing:</b> The City works with Aliso Creek stakeholders in the administration of its National Pollutant Discharge Elimination System (NPDES) permits and in complying with Aliso Creek’s 13225 Directive.</p>
<p><b>GOAL CO-3:</b> Preserve cultural resources.</p>	
<p><b>Objective CO-3.1:</b> Identify and protect archeological, paleontological, and historical resources.</p>	

<p>A. Formalize local cultural resource preservation activities by implementing components of the National Park Service’s Certified Local Government (CLG) Program.</p>	<p><b>Not yet Implemented:</b> The Conservation Element was amended to include this implementation action in 2015. It has not yet been implemented.</p>
<p><b>Goal CO-4:</b> Increase energy resource independence.</p>	
<p><b>Objective CO-4.1:</b> Maintain energy reliability and affordability through conservation, efficiency, and independence.</p>	
<p>A. Develop a protocol for monitoring electricity use.</p>	<p><b>Not yet Implemented:</b> The Conservation Element was amended to include this implementation action in 2015. It has not yet been implemented.</p>
<p>B. Streamline development and permitting standards and programs to encourage renewable energy technologies and energy efficiency improvements.</p>	<p><b>Not yet Implemented:</b> The Conservation Element was amended to include this implementation action in 2015. It has not yet been implemented.</p>
<p>C. Join one or more Property Assessed Clean Energy (PACE) programs.</p>	<p><b>Not yet Implemented:</b> The Conservation Element was amended to include this implementation action in 2015. Staff is exploring concerns raised in other jurisdictions regarding the fiscal impacts of PACE programs.</p>
<p><b>Objective CO-4.2:</b> Demonstrate sustainable energy resource leadership.</p>	
<p>A. Develop and implement municipal renewable energy technology and energy efficiency improvement projects.</p>	<p><b>Not yet Implemented:</b> In 2016, the City partnered with Southern California Edison to replace 170 public street light fixtures with new light-emitting diode (LED) fixtures.</p>
<p>B. Provide and facilitate energy-related public education opportunities.</p>	<p><b>Ongoing:</b> Energy-related public information is available at City Hall and upon request. The Building Services Division is also available to provide energy code compliance support.</p>
<p><b>Goal CO-5:</b> Balance land resource utilization with environmental concerns.</p>	
<p><b>Objective CO-5.1:</b> Adopt and enforce regulations promoting land resource goals.</p>	

<p>A. Adopt, review, update, and enforce regulations including, but not limited to:</p> <ul style="list-style-type: none"> <li>Regulations pertaining to mineral, oil, natural gas, and subsurface resource extraction operations with the potential to adversely impact the environment.</li> </ul>	<p><b>Ongoing:</b> The City periodically reviews and makes corresponding updates to its regulations. Adopted regulations are enforced on a continual basis.</p>
<p><b>Goal CO-6:</b> Increase water resource independence.</p>	
<p><b>Objective CO-6.1:</b> Adopt and enforce regulations promoting water resource goals.</p>	
<p>A. Adopt, review, update, and enforce regulations including, but not limited to:</p> <ul style="list-style-type: none"> <li>Regulations pertaining to the minimization of water use in landscape improvements, as well as for new and significant redevelopment projects.</li> </ul>	<p><b>Ongoing:</b> The City periodically reviews and makes corresponding updates to its regulations. Adopted regulations are enforced on a continual basis.</p>
<p><b>Objective CO-6.2:</b> Maintain water reliability and affordability through conservation, efficiency, and independence.</p>	
<p>A. Promote the retrofit of structures and irrigation systems with individual water meters through collaboration with other agencies and the pursuit of incentivizing measures.</p>	<p><b>Ongoing:</b> The City regularly expresses its support for individual water meters as a means of empowering residents to conserve. The City paid for the cost of connecting approximately half of its parkway and median irrigation systems to the new recycled water distribution network constructed by the El Toro Water District as part of a phased program to provide recycled water throughout its service area, including all areas of Laguna Woods with separate irrigation meters.</p>
<p>B. Join one or more Property Assessed Clean Energy (PACE) programs.</p>	<p><b>Not yet Implemented:</b> The Conservation Element was amended to include this implementation action in 2015. Staff is exploring concerns raised in other jurisdictions regarding the fiscal impacts of PACE programs.</p>
<p><b>Objective CO-6.3:</b> Demonstrate sustainable water resource leadership.</p>	

<p>A. Manage the City’s urban forest and landscaping in a changing climate through development and implementation of an Urban Forestry Management and Landscape Master Plan.</p>	<p><b>Not yet Implemented:</b> The Conservation Element was amended to include this implementation action in 2015. It has not yet been implemented.</p>
<p>B. Develop and implement municipal water efficiency improvement projects.</p>	<p><b>Not yet Implemented:</b> The Conservation Element was amended to include this implementation action in 2015. It has not yet been implemented.</p>
<p>C. Provide and facilitate water-related public education opportunities.</p>	<p><b>Ongoing:</b> Water-related public information is available at City Hall and upon request.</p>
<p><b>Goal CO-7:</b> Improve receiving water quality.</p>	
<p><b>Objective CO-7.1:</b> Adopt and enforce regulations promoting water resource goals.</p>	
<p>A. Adopt, review, update, and enforce regulations including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Regulations pertaining to the attainment of goals, targets, and standards established by National Pollutant Discharge Elimination System (NPDES) permits.</li> </ul>	<p><b>Ongoing:</b> The City periodically reviews and makes corresponding updates to its regulations. Adopted regulations are enforced on a continual basis.</p>
<p><b>Objective CO-7.2:</b> Demonstrate sustainable water resource leadership.</p>	
<p>A. Ensure that municipal landscaping operations employ weed and pest management practices that minimize the application of herbicides and pesticides.</p>	<p><b>Partially Implemented:</b> In 2016, the City continued work on a new Request for Proposals and accompanying scope of work for landscape maintenance services that will address this implementation action.</p>
<p>B. Expand the use of structural best management practices in municipal infrastructure projects, including permeable pavement and low impact development where feasible.</p>	<p><b>Not yet Implemented:</b> The Conservation Element was amended to include this implementation action in 2015. It has not yet been implemented.</p>
<p>C. Develop and implement municipal water quality improvement projects.</p>	<p><b>Partially Implemented:</b> See CO-7.2(D) regarding the Dairy Fork Constructed Wetland Project.</p>

<p>D. Support the maintenance and operation of the Dairy Fork Constructed Wetland Project.</p>	<p><b>Partially Implemented:</b> In 2016, the City continued to contribute to the design and permitting of the Dairy Fork Constructed Wetland Project.</p>
<p>E. Provide and facilitate water-related public education opportunities.</p>	<p><b>Ongoing:</b> Water-related public information is available at City Hall and upon request.</p>
<p><b>Goal CO-8:</b> Reduce local greenhouse gas emissions.</p>	
<p><b>Objective CO-8.1:</b> Control sources of greenhouse gas emissions.</p>	
<p>A. Develop and implement a Climate Action Plan that is aligned with federal and state standards and includes long-term strategies for reducing greenhouse gas emissions across all sectors.</p>	<p><b>Not yet Implemented:</b> The Conservation Element was amended to include this implementation action in 2015. It has not yet been implemented.</p>
<p><b>Objective CO-8.2:</b> Demonstrate climate change leadership.</p>	
<p>A. Ensure that municipal solid waste handling services employ collection practices that minimize vehicle miles traveled and the consumption of fossil fuels.</p>	<p><b>Implemented:</b> See discussion of Solid Waste Handling Services on page 4 of this document. In 2015, the City awarded a new franchise agreement that includes requirements related to route efficiency and vehicle miles traveled.</p>
<p>B. Incorporate climate adaptation into long-range planning documents.</p>	<p><b>Ongoing:</b> This implementation action is implemented as outlined in the Climate Adaptation Plan.</p>
<p><i>See also the following priority issues for related considerations: Air Resources – particularly, reduction of mobile source emissions; Energy Resources – particularly, increase of local energy generation; Land Resources – particularly, mitigation of adverse activity impacts; and, Water Resources – particularly, increase of local water production</i></p>	
<p><b>Goal CO-9:</b> Divert two-third of local waste from landfills.</p>	
<p><b>Objective CO-9.1:</b> Adopt and enforce regulations promoting waste and recycling goals.</p>	

<p>A. Adopt, review, update, and enforce regulations including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Regulations pertaining to the landfill diversion of construction and demolition waste.</li> <li>• Regulations pertaining to limitations on the use of products lacking biodegradability.</li> </ul>	<p><b>Ongoing:</b> The City periodically reviews and makes corresponding updates to its regulations. Adopted regulations are enforced on a continual basis.</p>
<p><b>Objective CO-9.2:</b> Expand opportunities for recycling and reuse of waste.</p>	
<p>A. Simplify recycling opportunities through public education, special collections, and equipment designed with the needs and demographics of local residents and businesses in mind.</p>	<p><b>Ongoing:</b> In 2015, the City awarded a new franchise agreement that includes requirements related to multilingual labeling and container accessibility. In 2016, the City awarded a new agreement for household hazardous waste collection services that includes a new home-generated sharps waste collection service at City Hall.</p>
<p>B. Develop and implement municipal waste and recycling programs, including an organic waste diversion program and programs that convert solid waste to energy or other products.</p>	<p><b>Ongoing:</b> In 2015, the City awarded a new franchise agreement that includes requirements related to organics recycling programs. The new franchisee operates a biodigestion facility that the City’s organics waste is transported to for conversion to energy.</p>
<p><b>Objective CO-9.3:</b> Demonstrate waste and recycling leadership.</p>	
<p>A. Ensure that municipal purchasing considers recycled and recyclable products as practical.</p>	<p><b>Implemented:</b> Administrative Policy 2.5, adopted in March 2002. In 2016, the City also continued to work on updated purchasing standards, which are expected to further address this implementation action.</p>

OPEN SPACE ELEMENT	Implementation Status
<p><b>Objective I:</b> Provide access to recreational opportunities for the unique population of the City of Laguna Woods.</p>	
<p><b>Policy I.A:</b> As part of the annual budget adoption process, identify City funding and staffing available for recreation programs.</p>	
<p>I.A.1 Work with staff of each of the residential communities in the City of Laguna Woods to develop programs for pooling resources to meet recreational needs of residents.</p>	<p><b>Ongoing:</b> The City has adopted a policy permitting use of City facilities for private and recreational events. The City also has relationships with residential communities to allow for use of private facilities.</p>
<p>I.A.2 Coordinate with surrounding cities, the County of Orange, and with public and private Not-for-Profit organizations to expand affordable recreation and cultural opportunities for residents.</p>	<p><b>Ongoing:</b> The City’s Senior Mobility Program subsidizes transportation to recreation and cultural destinations throughout Orange County, thereby effectively increasing affordability for residents reliant on third-party transportation.</p>
<p>I.A.3 Organize annual City events to bring people together as residents of the City of Laguna Woods.</p>	<p><b>Ongoing:</b> In 2016, City Hall hosted 17 community events, including, but limited to stroke screenings, fall prevention seminars, a cyber-crime seminar, a genealogy workshop, musical performances, small business development workshops, and shredding and recycling events.</p>
<p><b>Objective II.</b> Include recreation and open space needs of the community in planning for development of currently undeveloped properties.</p>	
<p><b>Policy II.A.</b> Actively pursue opportunities for additional local and regional public open space appropriate to the needs of the community.</p>	
<p>II.A.1 Consider adopting a parkland dedication ordinance and in-lieu fee ordinance applicable to new commercial development, and to new residential development not subject to the City’s Quimby Act Ordinance.</p>	<p><b>Implemented:</b> Ordinance 05-01 was adopted in January 2005 and a park fee resolution was adopted in February 2005. Funds collected from the developer of the San Sebastian residential community were used to partially fund Ridge Route Linear Park and City Centre Park.</p>
<p>I.A.2 Actively support the development of a regional park and cultural and recreation facilities at the former Marine Corps Air Station – El Toro.</p>	<p><b>Ongoing:</b> The City of Irvine’s Great Park Corporation is pursuing the development of a regional park, including a cultural terrace, at the former Marine Corps Air Station – El Toro.</p>

<p>II.A.3 Identify the long-term need for municipal facilities including those for recreation uses.</p>	<p><b>Ongoing:</b> The City’s facilities currently consist of City Hall, Ridge Route Linear Park/“A Place for Paws” Dog Park (2009), City Centre Park (2011), and Woods End Wilderness Preserve, which was leased to OC Parks to become part of Laguna Coast Wilderness Park in 2011. No new municipal facilities have been identified as necessary; however, City Hall is in need of improvement to meet current and long-term needs.</p>
<p>II.A.4 Work with the Laguna Canyon Foundation to include the Laguna Laurel and “Rossmoor Partners” properties as part of the Laguna Coast Wilderness Park.</p>	<p><b>Implemented:</b> The City acquired the former Rossmoor Partners property and developed it into Woods End Wilderness Preserve. Woods End Wilderness Preserve was leased to become part of Laguna Coast Wilderness Park in 2011.</p>
<p>II.A.5 Adopt Zoning Ordinance provisions to protect and preserve the wildlife habitats on portions of the 45-acre Southern California Edison right-of-way, on the 23-acre property between Via Campo Verde and the Aliso Viejo golf course, and on the 10-acre Woods End Nature Reserve property at El Toro Road at the terminus of Aliso Creek Road.</p>	<p><b>Partially Implemented:</b> In 2015, the 23-acre property was designated and zoned as Open Space and Open Space – Recreation, respectively. The 45-acre property and the 10.6-acre property were designated and zoned as Open Space and Open Space – Passive, respectively, in 2003.</p>
<p>II.A.6 Adopt Zoning Ordinance definitions for permissible uses in Open Space zones.</p>	<p><b>Implemented:</b> The Laguna Woods Municipal Code was adopted April 16, 2003. In 2015, the Laguna Woods Municipal Code was amended to add “community garden/garden center” as a prohibited use in the Open Space – Passive district and a permitted use in the Open Space – Recreation district.</p>
<p>II.A.7 Adopt Zoning Ordinance provisions requiring that replacement, redevelopment, and/or relocation of any Leisure World [Laguna Woods Village] Clubhouse facility not result in a net loss of land area reserved and maintained for recreational uses.</p>	<p><b>Implemented:</b> Section 13.08.030(e) of the Laguna Woods Municipal Code, adopted on April 16, 2003.</p>
<p>II.A.8 Encourage the inclusion of unpaved open space areas and recreational amenities within new developments, both public and private.</p>	<p><b>Ongoing:</b> New projects are reviewed for compliance with the City’s Local Implementation Plan and Water Quality Ordinance. The inclusion of unpaved open space areas and recreational amenities are considered a standard best management practice for reducing site runoff.</p>

<p>II.A.9 Encourage the creation, acquisition and protection of open space lands (environmentally sensitive areas, riparian corridors, wetlands, and buffer zones, etc.) that have a benefit for habitat, recreation, water quality, and the environment.</p>	<p><b>Ongoing:</b> The City’s purchase of property for Woods End Wilderness Park and the Laguna Laurel annexation are examples of this policy.</p>
<p>II.A.10 Encourage use of stormwater management principles and the location of compatible water quality treatment control projects on open space lands.</p>	<p><b>Ongoing:</b> New projects are reviewed for compliance with the City’s Local Implementation Plan and Water Quality Ordinance.</p>

NOISE ELEMENT	Implementation Status
<p><b>Objective I:</b></p> <p>Protect, to the extent feasible, sensitive noise receptors from the detrimental effects of excessive noise.</p>	
<p><b>Policy I.A:</b> Use noise mitigation measures to reduce the impact from transportation noise sources.</p>	
<p>I.A.1 Request the inclusion of sound walls, earthen berms, or other acoustical barriers as part of any Caltrans, OCTA or City roadway project, where transportation noise exceeds acceptable standards.</p>	<p><b>Ongoing:</b> Noise impacts and associated mitigation measures are a part of the CEQA review for roadway projects.</p>
<p>I.A.2 Participate in the planning and environmental review process for any road widening or road extensions to ensure that appropriate noise mitigation measures are included in the design of the project.</p>	<p><b>Ongoing:</b> The City participates in the review of regional projects that affect Laguna Woods. An example of this is the Moulton Smart Street Project, Segment 3, Phase I, for which the City Council approved construction sound restrictions in 2010. The City also considers noise impacts for roadway projects during CEQA reviews. In 2014, the City provided comments to the City of Laguna Hills concerning noise impacts of a proposed expansion of Paseo De Valencia.</p>
<p>I.A.3 Investigate funding opportunities to reduce transportation noise impacts on residential areas that are presently exposed to noise levels exceeding the City’s noise standards.</p>	<p><b>Ongoing:</b> The City actively investigates grant and other funding opportunities.</p>
<p>I.A.4 Request added enforcement of the State’s Vehicle Code Noise Standards by the Sheriff’s Department.</p>	<p><b>Ongoing:</b> Directed enforcement by the Orange County Sheriff’s Department (OCSD) is requested on an as-needed basis.</p>
<p>I.A.5 Minimize risks and noise impacts resulting from aircraft operations by opposing reuse of MCAS—El Toro for commercial or general aviation air operations and participating in and monitoring the planning process for reuse at MCAS—El Toro.</p>	<p><b>Implemented:</b> An airport is no longer a potential or proposed use for the former Marine Corps Air Station at El Toro.</p>
<p><b>Objective II:</b></p> <p>Recognize the potential effects of noise early in the land use planning process to minimize or avoid detrimental impacts.</p>	
<p><b>Policy II.B:</b> Incorporate noise considerations into land use planning decisions.</p>	

<p>II.B.1 Review proposed projects to ensure noise/land use compatibility (Table N-1) with the projected noise environment as a guide for future planning and development.</p>	<p><b>Ongoing:</b> Projects and their related noise issues are reviewed as part of CEQA and development review processes. Table N-1 serves as a guide for assessing potential noise impacts and the need for mitigation measures. Additional noise studies may be required depending on potential impact to existing or proposed land uses.</p>
<p>II.B.2 Utilize planning guidelines that establish acceptable noise standards for various land uses throughout the City, as indicated in Table N-2.</p>	<p><b>Ongoing:</b> Table N-2 serves as a tool to assess potential noise impacts and the need for mitigation measures. Additional noise studies may be required depending on potential impact to existing or proposed land uses.</p>
<p>II.B.3 Require new residential developments located in proximity to existing roadways and commercial operations to control residential interior noise levels as a condition of approval through mitigation measures such as double-paned windows, noise walls and barriers, etc.</p>	<p><b>Ongoing:</b> The standard conditions of approval for new residential projects require an acoustical report that demonstrates that new residential units meet City interior and exterior noise standards and are sound attenuated against present and projected noise levels, including roadway, aircraft, helicopter, and other noise sources.</p>
<p>II.B.4 Design mixed-use structures to prevent transfer of noise from commercial to residential uses.</p>	<p><b>Not Yet Implemented:</b> The City has yet to receive an application for a mixed-use project.</p>
<p>II.B.5 Require new commercial operations located in proximity to existing or proposed residential areas to incorporate noise mitigation into the project’s design.</p>	<p><b>Ongoing:</b> Noise mitigation is part of standard project conditioning and CEQA review.</p>
<p><b>Objective III:</b> Control non-transportation noise to avoid exposure to excessive noise levels.</p>	
<p><b>Policy III.C:</b> Utilize measures to regulate non-transportation noise impacts.</p>	
<p>III.C.1 Adopt and enforce a Noise Ordinance for the City of Laguna Woods.</p>	<p><b>Ongoing:</b> Chapter 7.08 of the Laguna Woods Municipal Code.</p>
<p>III.C.2 Enforce restrictions on permitted hours of construction activity included in the Noise Ordinance.</p>	<p><b>Ongoing:</b> The City enforces construction noise restrictions through its code enforcement program. In addition, restrictions on hours of construction are included as standard conditions of approval in the land use entitlement process for discretionary permits.</p>

III.C.3 Develop standardized conditions at the project level for the containment of construction noise (e.g., on-site vehicle speeds and vehicle equipment).

**Implemented:** The City incorporates construction noise restrictions as CEQA mitigation measures or as conditions of approval for individual development projects.

SAFETY ELEMENT	Implementation Status
<p><b>Goal S-1:</b> Protect residents, businesses, and government functions from fire hazards.</p>	
<p><b>Objective S-1.1:</b> Adopt and enforce regulations pertaining to new and existing structures.</p>	
<p>A. Adopt, review, update, and enforce fire-related regulations, including:</p> <ul style="list-style-type: none"> <li>• Regulations pertaining to building standards.</li> <li>• Regulations pertaining to the maintenance of defensible spaces for wildfires.</li> <li>• Regulations pertaining to minimum road widths for fire response.</li> <li>• Regulations pertaining to peak load water supply for fire response.</li> <li>• Regulations pertaining to habitat protection and resource conservation.</li> </ul>	<p><b>Ongoing:</b> The City periodically reviews and makes corresponding updates to its regulations. Adopted regulations are enforced on a continual basis.</p>
<p><b>Objective S-1.2:</b> Implement resource and property protection and improvement projects.</p>	
<p>A. Maintain defensible space for wildfires throughout City-owned wildland areas.</p>	<p><b>Ongoing:</b> City-owned wildland areas are inspected annually for defensible space impacts.</p>
<p>B. Maintain the following information for residents and businesses:</p> <ul style="list-style-type: none"> <li>• Brush clearance criteria for each fire hazard severity zone.</li> <li>• An inventory of properties within each fire hazard severity zone.</li> <li>• Public education information related to wildland-urban interface areas.</li> </ul>	<p><b>Partially Implemented:</b> The City has completed the inventory of properties within each fire hazard severity zone and is in the process of educating the public about wildland-urban interface issues. Brush clearance criteria is not yet implemented.</p>

<p>C. Develop a Community Wildfire Protection Plan that:</p> <ul style="list-style-type: none"> <li>• Identifies, maps, and assesses housing units potentially at risk.</li> <li>• Considers occupancy standards and access plans for fire hazard areas.</li> <li>• Addresses post-fire safety, recovery, and maintenance concerns.</li> <li>• Identifies mitigation strategies to reduce potential risks.</li> <li>• Complies with the Healthy Forests Restoration Act of 2003 (P.L. 109-148).</li> </ul>	<p><b>Not yet Implemented:</b> The Safety Element was amended to include this implementation action in 2014. It has not yet been implemented.</p>
<p><b>Objective S-1.3:</b> Provide the highest level of fire services as are available and fiscally feasible.</p>	
<p><i>See “Emergency Readiness” priority issue.</i></p>	
<p><b>Goal S-2:</b> Protect residents, businesses, and government functions from flood hazards.</p>	
<p><b>Objective S-2.1:</b> Adopt and enforce regulations pertaining to new and existing structures.</p>	
<p>B. Adopt, review, update, and enforce flood-related regulations, including:</p> <ul style="list-style-type: none"> <li>• Regulations pertaining to building standards.</li> </ul>	<p><b>Ongoing:</b> The City periodically reviews and makes corresponding updates to its regulations. Adopted regulations are enforced on a continual basis. In 2015, the City participated in a Community Assistance Visit with the Federal Emergency Management Agency (FEMA) that included review of floodplain regulations.</p>
<p><b>Objective S-2.2:</b> Implement resource and property protection and improvement projects.</p>	
<p>A. Adopt and enforce regulations prohibiting invasive plant species within the city.</p>	<p><b>Partially Implemented:</b> In 2015, the City encountered regulatory challenges related to completion of this implementation action. The proposed regulations have been partially drafted.</p>
<p>B. Identify flood mitigation projects for inclusion in the City’s Capital Improvement Program.</p>	<p><b>Ongoing:</b> The City considers capital improvement projects on an annual basis. In 2016, no flood mitigation projects were identified.</p>

<p>C. Collaborate with other governmental agencies on flood issues related to Aliso Creek.</p>	<p><b>Ongoing:</b> The City works with Aliso Creek stakeholders in the administration of its National Pollutant Discharge Elimination System (NPDES) permits and in complying with Aliso Creek’s 13225 Directive.</p>
<p><b>Objective S-2.3:</b> Participate in the National Flood Insurance Program (NFIP).</p>	
<p>A. Comply with NFIP regulations.</p>	<p><b>Ongoing:</b> The City is presently in compliance with NFIP regulations. In 2015, the City participated in a Community Assistance Visit with the Federal Emergency Management Agency (FEMA) to substantiate and improve its compliance.</p>
<p>B. Collaborate with other governmental agencies on NFIP improvements.</p>	<p>Ongoing: In 2015, the City participated in a Community Assistance Visit with the Federal Emergency Management Agency (FEMA) to substantiate and improve its compliance.</p>
<p><b>GOAL S-3:</b> Protect residents, businesses, and government functions from geologic and seismic hazards.</p>	
<p><b>Objective S-3.1:</b> Adopt and enforce regulations pertaining to new and existing structures.</p>	
<p>A. Review, update, and enforce geologic/seismic-related regulations, including:</p> <ul style="list-style-type: none"> <li>• Regulations pertaining to building standards.</li> <li>• Regulations requiring certification of seismic studies by an engineering geologist.</li> </ul>	<p><b>Ongoing:</b> The City periodically reviews and makes corresponding updates to its regulations. Adopted regulations are enforced on a continual basis.</p>
<p><b>Goal S-4:</b> Protect residents, businesses, and government functions from human-caused and other hazards.</p>	
<p><b>Objective S-4.1:</b> Implement resource and property protection and improvement projects.</p>	

<p>A. Develop, implement, and support plans, projects, and programs that reduce energy use and meet critical energy supply needs during emergencies.</p>	<p><b>Ongoing:</b> See discussion of the CDBG-funded Residential Energy Efficiency Improvement Program on page 4 of this document. In 2014, the City adopted a Climate Adaptation Plan, which addresses energy issues. In 2015, the City adopted a comprehensive update of the Conservation Element, which speaks more specifically to energy issues.</p>
<p>B. Develop, implement, and support plans, projects, and programs that reduce water use and augment local water supplies.</p>	<p><b>Ongoing:</b> In 2014, the City adopted a Climate Adaptation Plan, which addresses energy issues. In 2015, the City adopted a comprehensive update of the Conservation Element, which speaks more specifically to energy issues.</p>
<p><b>Objective S-4.2:</b> Provide opportunities for local hazard relief and intervention.</p>	
<p>A. Designate a cooling center for use during extreme heat events and energy shortages.</p>	<p><b>Implemented:</b> City Hall has been designated as a cooling center.</p>
<p>B. Designate a point of dispensing to deliver emergency prophylaxis during public health crises.</p>	<p><b>Implemented:</b> St. Nicholas Catholic Church has been designated as a point of dispensing.</p>
<p><b>Objective S-4.3:</b> Collaborate with federal, state, and local agencies regarding human-caused and other hazards to increase resiliency throughout the city.</p>	
<p>A. Participate in and support efforts by federal, state, and local agencies and organizations to decrease air pollution emissions occurring within the South Coast Air Basin.</p>	<p><b>Ongoing:</b> This implementation action is implemented on an as-needed basis.</p>
<p>B. Collaborate with electrical and natural gas utility providers to ensure appropriate scheduling and advance communication of planned local power outages.</p>	<p><b>Ongoing:</b> In 2016, the City collaborated on several occasions with Southern California Edison regarding vault replacements and other electrical system work.</p>
<p><b>Goal S-5:</b> Ensure that residents, businesses, and government functions are ready for emergencies.</p>	
<p><b>Objective S-5.1:</b> Adopt and enforce regulations pertaining to emergency readiness.</p>	

<p>A. Adopt, review, update, and enforce emergency readiness-related regulations, including:</p> <ul style="list-style-type: none"> <li>• Regulations requiring emergency backup generators for new and redeveloped fuel stations and cellular telephone towers.</li> </ul>	<p><b>Ongoing:</b> The City periodically reviews and makes corresponding updates to its regulations. Adopted regulations are enforced on a continual basis. In 2016, the City continued to work on regulations requiring emergency backup generators.</p>
<p><b>Objective S-5.2:</b> Increase local understanding and awareness of hazard conditions and the importance of emergency preparedness.</p>	
<p>A. Develop and implement volunteer and community education programs and projects.</p>	<p><b>Ongoing:</b> The City continues to support a Radio Amateur Civil Emergency Service (RACES) group.</p>
<p>B. Maintain the following information for residents and businesses:</p> <ul style="list-style-type: none"> <li>• Information regarding local hazard conditions.</li> <li>• Specific-hazard prevention and safety information.</li> <li>• Information regarding local safety-related resources.</li> <li>• Guidance to facilitate personal preparedness.</li> </ul>	<p><b>Implemented:</b> This information is available at City Hall and on request.</p>
<p><b>Objective S-5.3:</b> Increase and maintain the security, reliability, continuity, and functionality of critical City facilities.</p>	
<p>A. Retrofit critical City facilities for seismic safety.</p>	<p><b>Partially Implemented:</b> The City is considering various improvements related to City Hall, which are likely to address seismic safety.</p>
<p>B. Improve emergency power backup capabilities for critical City facilities.</p>	<p><b>Partially Implemented:</b> The City has completed design work for the installation of an emergency backup generator for City Hall.</p>
<p>C. Design and construct a permanent Emergency Operations Center.</p>	<p><b>Not yet Implemented:</b> The Safety Element was amended to include this implementation action in 2014. It has not yet been implemented.</p>
<p><b>Objective S-5.4:</b> Implement rapid, reliable, and redundant communications systems for City use.</p>	

<p>A. Operate a mass notification system for rapid communication during emergencies.</p>	<p><b>Ongoing:</b> The City participates in the countywide AlertOC mass notification system.</p>
<p>B. Increase emergency communications capabilities between internal and external coordination points (e.g., reception centers, shelters, points of dispensing, and key service providers).</p>	<p><b>Not yet Implemented:</b> The Safety Element was amended to include this implementation action in 2014. It has not yet been implemented.</p>
<p>C. Participate in the Orange County Countywide Coordinated Communications System (CCCS) to ensure interoperability for public safety and general government agencies.</p>	<p><b>Ongoing:</b> The City participates in the CCCS. In 2015, the City purchased “next generation” radio equipment for its police services.</p>
<p><b>Objective S-5.5:</b> Provide for continuity of the City’s “day-to-day” operations.</p>	
<p>A. Develop and implement a Continuity of Operations Plan.</p>	<p><b>Not yet Implemented:</b> The Safety Element was amended to include this implementation action in 2014. It has not yet been implemented.</p>
<p><b>Objective S-5.6:</b> Build the City’s internal emergency services-related capabilities.</p>	
<p>A. Train staff in emergency services functions.</p>	<p><b>Ongoing:</b> The City has initiated development of a formal emergency services training program.</p>
<p>B. Develop and implement systems to access and manage critical information during emergencies.</p>	<p><b>Ongoing:</b> The City is continuing to improve remote access capabilities for employees to both main servers and software systems.</p>
<p>C. Develop and implement emergency plans pertinent to local hazard conditions.</p>	<p><b>Ongoing:</b> In 2014, the City completed a Wildland-Urban Interface Area Evacuation Annex for its Emergency Operations Plan.</p>
<p><b>Objective S-5.7:</b> Develop relationships between the City and private and nonprofit entities.</p>	
<p>A. Develop memoranda of understanding for emergency resources and provisions (e.g., reception centers, shelters, points of dispensing, supplies, and equipment).</p>	<p><b>Not yet Implemented:</b> The Safety Element was amended to include this implementation action in 2014. It has not yet been implemented.</p>
<p><b>Objective S-5.8:</b> Provide the highest levels of public safety services as are available and fiscally feasible.</p>	
<p>A. Review fire response times to ensure that they meet or exceed industry standards.</p>	<p><b>Ongoing:</b> The City reviews compliance with industry standards on an annual basis.</p>

<p>B. Review police services response times to ensure that they meet or exceed industry standards.</p>	<p><b>Ongoing:</b> The City reviews compliance with industry standards on an annual basis.</p>
<p>C. Promote coordinated efforts with local, state, and federal agencies to increase public safety.</p>	<p><b>Ongoing:</b> This implementation action is implemented on an as-needed basis.</p>
<p><b>Goal S-6:</b> Improve community safety and reduce opportunities for criminal activity.</p>	
<p><b>Objective S-6.1:</b> Provide the highest level of police services as are available and fiscally feasible.</p>	
<p><i>See “Emergency Readiness” priority issue.</i></p>	
<p><b>Objective S-6.2:</b> Leverage the City’s development review process to reduce opportunities for criminal activity.</p>	
<p>A. Ensure that new development, redevelopment, and City projects consider Crime Prevention through Environmental Design (CPTED) concepts during the planning and design phase.</p>	<p><b>Partially Implemented:</b> In 2014, the City began working on local CPTED standards.</p>

EXHIBIT "A" 2016 HIGHLIGHTS DASHBOARD – PAGE 1



The City of Laguna Woods seeks to create "A City that is... healthy and safe, high in quality of life, environmentally conscious, economically prosperous, fiscally responsible, and professionally and efficiently served." While by no means exhaustive, the figures presented on this dashboard are indicators of the City's service level accomplishments during the 2016 calendar year. Highlights from the City's most recent annual financial report are also included.

**A CITY THAT IS...**



**TOP 50**

Laguna Woods was named one of the **Top 50 Safest Cities in California.**



The following agencies provided services under contract, or in coordination, with the City:

**5,367** Calls for Fire Services

The Orange County Fire Authority responded to 5,367 calls for service.

**3,498** Calls for Sheriff's Service

The Orange County Sheriff's Department responded to 3,498 calls for service.

**539** Calls for Animal Services

Laguna Beach/Laguna Woods Animal Services responded to 539 calls for service.

**1,328** The City worked with Care Ambulance to continue the 911 Ambulance Membership Program, which provided 1,328 residents with a tool to limit out-of-pocket emergency ambulance costs.

**3,486** The City issued 3,486 building permits and conducted more than **9,000** building inspections.

**High in Quality of Life**

**15,042** The City's Senior Mobility Program provided 15,042 reduced cost taxi trips totaling **95,940** miles, including **4,473** trips to doctors' appointments and other non-emergency medical destinations.

**17** City Hall hosted 17 community events, including stroke screenings, fall prevention seminars, a cyber-crime seminar, a genealogy workshop, musical performances, small business development workshops, and shredding and recycling events.

**13,906** OC Public Libraries' "mini-branch" library at City Hall checked out 13,906 books, audio books, DVDs, and other materials.

**2,133** City staff notarized 2,133 signatures and acknowledged **219** foreign pensions. Residents received both services free of charge.

**Environmentally Conscious**

**18,049** Citywide recycling efforts diverted 18,049 tons (or just over **65%**) of waste from landfills\*.

**120,274** Document shredding events at City Hall collected 120,274 pounds of paper for recycling and safe disposal, free of charge.

**128** In August, the City began accepting home-generated sharps waste at City Hall, which resulted in the safe disposal of 128 pounds of needles and other materials in only five months.

**170** The City partnered with Southern California Edison to replace 170 public street light fixtures with new light-emitting diode (LED) fixtures, at no cost.

The City's Energy Efficiency Improvement Program installed **131** windows, **26** sliding glass doors, and **85** smoke alarms in the homes of low-income residents, free of charge.

**Economically Prosperous**

**\$93,524,000**

Laguna Woods businesses generated more than \$93 million in consumer sales, an increase of **1.07%** from the year prior\*.

**\$2,620,349,106**

The total assessed value of all property in Laguna Woods totaled more than \$2.6 billion, an increase of **8.04%** from the year prior\*.

**Fiscally Responsible & Professionally and Efficiently Served**

The City received an **Operating Budget Excellence Award** from the California Society of Municipal Finance Officers for its Fiscal Year 2015-16 Operating Budget.

The City received a **Certificate of Achievement for Excellence in Financial Reporting** for its first-ever Comprehensive Annual Financial Report for Fiscal Year 2014-15.

The City provided its services with only **eight and one-half** full-time employees. The City leverages the services of outside agencies to provide efficient, effective, and economical services.

\* Figures reflect the period between July 2015 and June 2016.

EXHIBIT “A” 2016 HIGHLIGHTS DASHBOARD – PAGE 2

CITY OF LAGUNA WOODS

**COMPREHENSIVE ANNUAL FINANCIAL REPORT**

**Highlights for Fiscal Year 2015-16**



**Fiscally Responsible**

The City's "all funds" budget for Fiscal Year 2015-16 (July 1, 2015 through June 30, 2016) was approximately \$8.4 million. As of June 30, 2016, the City's unassigned General Fund balance, which functions as reserves, was equal to 150.6% of the General Fund budget and 133.6% of "all funds" expenditures for Fiscal Year 2015-16.

The City's annual independent audit resulted in an unmodified opinion that the financial statements for Fiscal Year 2015-16 were fairly presented in conformity with governmental accounting standards.

To promote transparency and accountability, the City prepared a Comprehensive Annual Financial Report with a broader presentation of financial statements than required by law.



"ALL FUNDS" REVENUES	
Community Development	0.48%
Community Services	5.89%
General Government	64.74%
Public Safety	1.81%
Public Works	27.07%



"ALL FUNDS" EXPENDITURES	
Community Development	16.68%
Community Services	7.37%
General Government	22.90%
Public Safety	39.50%
Public Works	13.56%

**DID YOU KNOW ?**

For every dollar of property tax paid, the City receives an average of **only \$0.00879**.

Of the 8% local sales tax rate, the City receives **only 1% of tax proceeds**.

**FAST FACTS ABOUT LAGUNA WOODS**



\*2010 US Census

City of Laguna Woods • 24264 El Toro Road, Laguna Woods, CA 92637 • (949) 639-0500 • TTY (949) 639-0535 • www.cityoflagunawoods.org

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**LAGUNA WOODS CIVIC SUPPORT FUND**

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**BYLAWS OF  
LAGUNA WOODS CIVIC SUPPORT FUND**

Certificate of Secretary

I, Yolie Trippy, certify that I am the duly appointed and acting Secretary of the Laguna Woods Civic Support Fund, a California Nonprofit Public Benefit Corporation, that the Bylaws attached hereto, consisting of fourteen (14) pages, are the bylaws of this Corporation as adopted by the Board of Directors on February 7, 2017 and ratified by the City Council of the City on XX, 2017, and that they have not been amended or modified since such adoption and ratification.

Executed on XX, 2017 at Laguna Woods, California.

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YOLIE TRIPPY, Secretary

**BYLAWS OF  
LAGUNA WOODS CIVIC SUPPORT FUND**

*A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION*

*This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.*

ADOPTED ON FEBRUARY 7, 2017

**1. Name of Corporation**

1.1. The name of this Corporation shall be “Laguna Woods Civic Support Fund.”

1.2. The business of this Corporation may be done under business names other than that which is set forth in Section 1.1. of these Bylaws; provided, however, that both the decision to conduct business under other business names and the selection of any such other business names shall be subject to a two-thirds majority vote of the Board of Directors at a duly noticed public meeting thereof and ratification by the City Council of the City of Laguna Woods (“City”) at a duly noticed public meeting thereof.

**2. Principal Office of Corporation**

2.1. The principal office for the transaction of the activities and affairs of this Corporation shall be located at such location within the City of Laguna Woods as the Board of Directors may designate by resolution. Initially, and until such time as otherwise designated by resolution, the principal office of this Corporation shall be 24264 El Toro Road, Laguna Woods, California 92637. Any change of the principal office shall be noted on these Bylaws opposite this Section 2 or, alternatively, these Bylaws may be amended to state the new principal location.

**3. Purpose of Corporation**

3.1. The specific and primary purpose of this Corporation shall be to raise and distribute funds to support programs, projects, and services of the City, as well as to function as a “friends of the library” group in support of the Laguna Woods branch of the County of Orange’s public library system. The act of distributing funds shall be interpreted broadly and shall include making donations to the City, County of Orange, or other organizations, as well as contracting for or otherwise providing services to third parties consistent with the purpose set forth in this Section 3.

3.2. Programs, projects, and services for which this Corporation may raise and distribute funds shall include, but not be limited to, those pertaining to public art, cultural affairs, human relations, social services, recreation, transportation, public parks, public infrastructure, public safety, and economic development (*e.g.*, business attraction, retention, and promotion) in the City, as well as library services provided at the Laguna Woods branch of the County of Orange’s public library system.

3.3. All programs, projects, and services for which this Corporation raises or distributes funds shall be available to or benefit residents of the City, irrespective of which residential community they reside in.

3.4. This Corporation must receive prior written authorization from the City Council of the City for each program, project, or service for which this Corporation raises or distributes funds.

3.5. The general purposes of this Corporation are the following:

- a) To receive, hold, and disburse gifts, bequests, devises, grants, and other funds to accomplish its specific and primary purpose;
- b) To enter into, make, and perform, and carry out contracts which are deemed necessary to accomplish its specific and primary purpose; and
- c) To own, lease, and maintain real and personal property which is deemed necessary to accomplish its specific and primary purpose.

3.6. This Corporation shall not, except to an insubstantial degree in conformance with applicable laws, engage in any activities or exercise any powers that are not in furtherance of its purpose as set forth in this Section 3.

#### **4. Limitations on Corporate Activities**

4.1. This Corporation shall be organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as may be amended from time to time (“Code”). This Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or by a corporation whose contributions are deductible under Section 170(c)(2) of the Code.

4.2. This Corporation shall be organized and operated as a nonprofit public benefit corporation within the meaning of California Nonprofit Public Benefit Corporation

Law (set forth at California Corporation Code Section 5110 *et seq.*), as may be amended from time to time or replaced by a successor statute. Corporate activities shall conform to the requirements thereof.

4.3. This Corporation is expressly prohibited from each of the following:

- a) Activities to raise or distribute funds for programs, projects, or services that are not offered or provided by the City or supportive of the Laguna Woods branch of the County of Orange’s public library system.
- b) Activities to raise or distribute funds for programs, projects, or services for which the City Council of the City has not specifically authorized support from this Corporation. Such authorizations shall be made in writing.
- c) Activities to raise or distribute funds for programs, projects, or services that certain City residents may be precluded from based on which residential community they reside in (*e.g.*, programs, projects, and services that are only available to residents of a particular residential community).
- d) Activities to participate in, intervene in, or attempt to influence any political campaign on behalf of or in opposition to any candidate for public or private elected or appointed office, legislation, ballot measure, initiative, or similar voted matter (*e.g.*, publication or dissemination of materials with the purpose of attempting to influence legislation). This Corporation shall be nonprofit and nonpartisan.
- e) Activities to raise or distribute funds for religious organizations or religious purposes.

## **5. City Support of Corporation**

5.1. To the extent provided for by the City Council of the City and these Bylaws, and to the extent allowable by law, the City, members of the City Council of the City, and City staff may support this Corporation in all manners except making direct fundraising appeals of or to third-parties. Members of the City Council of the City and City staff may participate in the design, development, and administration of fundraising campaigns and events, but shall not make direct fundraising appeals of or to third-parties. For the purpose of this Section 5, “fundraising” shall include any activity in which support is sought from any person or entity of either a monetary, service, or in-kind nature, exclusive of services for which this Corporation contracts.

5.2. The Board of Directors shall reasonably, fully, and timely cooperate with the City and its agents and contractors to allow for the performance of their duties.

5.3. The City may audit or inspect, or cause to be audited or inspected, the financial statements or any other aspect of this Corporation's activities, at any time, without limitation or restriction. In such instances, the Board of Directors shall reasonably, fully, and timely cooperate with the City and its agents and contractors.

5.4. The City may solicit legal advice or counsel in connection with its support of this Corporation. In such instances, the Board of Directors shall reasonably, fully, and timely cooperate with the City and its agents and contractors, and acknowledges the City's right to follow and act in accordance with advice and counsel received, including to the extent that it may differ from directives of the Board of Directors.

5.5. The City reserves the right to terminate its involvement with this Corporation, either fully or in part, and with or without cause, with 30 calendar days written notice to the Board of Directors. In such instances, all officer positions held by City staff shall become vacant and the City's responsibilities pursuant to these Bylaws shall end, to the extent specified in termination notice, upon its effective date. Unless the termination notice provides otherwise, Sections 3.4, 4.3(b), and 21.1 of these Bylaws (requiring authorization from the City Council of the City to raise or distribute funds for programs, projects, or services, or amend these Bylaws) shall automatically terminate upon the effective date that the City terminates its involvement with this Corporation. The City shall not be liable for incomplete or unfinished work.

## **6. Members of the Board of Directors of Corporation**

6.1. Subject to these Bylaws and federal and state law, all corporate powers shall be exercised by or under the authority of, and the business and affairs of this Corporation shall be controlled and conducted by, the Board of Directors.

6.2. The authorized number of members of the Board of Directors of this Corporation ("Directors") shall be not less than three and not more than seven. The Board of Directors may include the following for terms established by the City Council of the City:

- a) Up to two members of the City Council of the City, appointed by a majority vote of the City Council at a duly noticed public meeting thereof; and
- b) Up to three residents of the City, appointed by a majority vote of the City Council at a duly noticed public meeting thereof; and