

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, September 20, 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



Noel Hatch
Councilmember

Joe Rainey
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.

AGENDA POSTING AND AVAILABILITY

Regular and Adjourned Regular Meetings: Pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act, the City of Laguna Woods posts agendas at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City’s website (www.cityoflagunawoods.org); and, at other locations designated by Resolution No. 02-33, at least 72 hours in advance of regular and adjourned regular meetings. Agendas and agenda materials are available at Laguna Woods City Hall during normal business hours and on the City’s website. Printed copies of agendas and agenda materials are provided at no charge in advance of meetings. After meetings have occurred, a per page fee is charged for printed copies.

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FOR ADDITIONAL INFORMATION

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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); 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

9-15-17

Date

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 World Alzheimer’s Awareness Month – September 2017

Recommendation: Approve and present the proclamation.

4.2 Citizenship Day & Constitution Week – September 17-23, 2017

Recommendation: Approve and present the proclamation.

4.3 National Adult Day Services Week – September 17-23, 2017

Recommendation: Approve and present the proclamation.

4.4 Fall Prevention Awareness Day – September 22, 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 special meeting on August 4, 2017, the special meeting on August 10, 2017, and the regular meeting on August 16, 2017.

6.2 City Treasurer's Report

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

6.3 Warrant Register

Recommendation: Approve the warrant register dated September 20, 2017 in the amount of \$493,455.16.

6.4 Fiscal Years 2017-19 Budget and Work Plan

Recommendation: Approve resolutions entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2017-19 BUDGET AND WORK PLAN FOR FISCAL YEAR 2017-18 COMMENCING JULY 1, 2017 AND ENDING JUNE 30, 2018, AND FISCAL YEAR 2018-19 COMMENCING JULY 1, 2018 AND ENDING JUNE 30, 2019, RELATED TO CAPITAL IMPROVEMENT PROJECTS, FUEL TAX FUND APPROPRIATIONS, ROAD MAINTENANCE AND REHABILITATION PROGRAM FUND APPROPRIATIONS, AND CAPITAL PROJECTS FUND APPROPRIATIONS

AND

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE SEVEN-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2017-18 THROUGH 2023-24 IN CONFORMANCE WITH MEASURE M2 AND ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 REQUIREMENTS

6.5 Local Hazard Mitigation Plan Update

Recommendation: Authorize the expenditure of up to \$16,500 from the Fiscal Year 2017-18 General Fund City Council

Contingency to fund services related to the Local Hazard Mitigation Plan Update significant work plan item.

6.6 Building Official Services

Recommendation: Approve an agreement with Willdan Engineering for building official services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.7 Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue)

Recommendation:

1. Approve the “Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue)” design plans and specifications as recommended by the City Engineer.

AND

2. Award a contract agreement to David T. Wasden, Inc. for the construction of the “Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue)”, in the amount of \$51,200, plus authorized change orders not to exceed 10% of the base amount; and authorize the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney.

6.8 Designated Posting Locations

Recommendation: Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 02-33 AND DESIGNATING POSTING LOCATIONS FOR AGENDAS FOR CITY COUNCIL AND OTHER MEETINGS AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 54954.2

VII. PUBLIC HEARINGS

VIII. CITY COUNCIL BUSINESS

8.1 Contract Law Enforcement Cost and Efficiency Study

Recommendation:

1. Approve the memorandum of understanding between the City of Mission Viejo and the cities of Aliso Viejo, Dana Point, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Stanton, Villa Park, and Yorba Linda for the Orange County Sheriff-Coroner Department's Contract Law Enforcement Cost and Efficiency Study and authorize the City Manager to execute the memorandum of understanding, subject to approval as to form by the City Attorney.

AND

2. Authorize the expenditure of up to \$10,000 from the Fiscal Year 2017-18 General Fund City Council Contingency to fund the City's participation in the Contract Law Enforcement Cost and Efficiency Study.

8.2 Smoking and Tobacco Sales Regulations

Recommendation: Provide input to the Ad Hoc Smoking & Tobacco Sales Regulations Update Committee (Mayor Horne and Councilmember Rainey) and staff regarding the Smoking and Tobacco Sales Regulations Update significant work plan item.

8.3 Golden Rain Foundation General Plan Amendment, Zoning Code Amendment, and Zone Changes for Urban Activities Center Properties (GPA/ZC-1169)

Recommendation: Approve second reading and adopt an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADDING SECTION 13.08.040 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO THE ESTABLISHMENT OF A RESIDENTIAL COMMUNITY-MAINTENANCE ZONING OVERLAY, AND ADOPTING ZONE CHANGES RELATED TO THE GOLDEN RAIN FOUNDATION GENERAL PLAN AMENDMENT, ZONING CODE AMENDMENT, AND ZONE CHANGES FOR URBAN ACTIVITIES CENTER PROPERTIES (GPA/ZC-1169) PROJECT

8.4 Electric Vehicle Charging Stations Regulations

Recommendation: Approve second reading and adopt an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADDING CHAPTER 10.34 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

8.5 Wireless Facilities Regulations

Recommendation: Approve second reading and adopt an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTION 13.26.210 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO THE INSTALLATION AND MODIFICATION OF WIRELESS FACILITIES

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

4.1
PROCLAMATION –
WORLD ALZHEIMER'S AWARENESS MONTH –
SEPTEMBER 2017

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Proclamation
City of Laguna Woods
World Alzheimer’s Awareness Month
September 2017

WHEREAS, Alzheimer’s disease is a progressive neurodegenerative brain disorder that tragically robs individuals of their moments and leads to mental and physical impairments; and

WHEREAS, more than 84,000 Orange County residents, over 5 million Americans, and approximately 50 million people, worldwide, are currently living with Alzheimer’s disease; and

WHEREAS, Alzheimer’s disease is the third leading cause of death in Orange County and the sixth leading cause of death in the nation; and

WHEREAS, there are a variety of supportive resources available to those affected by Alzheimer’s disease, including Alzheimer’s Orange County; and

WHEREAS, the well-being of the residents of Laguna Woods is enhanced as a direct result of increased awareness and research of Alzheimer’s disease.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim September 2017 as “World Alzheimer’s Awareness Month” in the City of Laguna Woods and encourages its residents and businesses to raise awareness of Alzheimer’s disease and support those living with the disease and their caretakers.

Dated this 20th day of September, 2017

Shari L. Horne
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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4.2
PROCLAMATION –
CITIZENSHIP DAY & CONSTITUTION WEEK –
SEPTEMBER 17-23, 2017

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Proclamation
City of Laguna Woods
Citizenship Day & Constitution Week
September 17-23, 2017

WHEREAS, September 17, 2017 is celebrated as Citizenship Day, a day in which new citizens are welcomed and our legacy as a nation of immigrants is recalled; and

WHEREAS, since the establishment of our nation, the richness of immigrant heritages and the diversity of social and cultural influences derived from them have been integral to the vitality, character, and strength of our communities and ideals, and remain today, with our ever increasing diversity, a source of inspiration and enrichment; and

WHEREAS, September 17, 2017 marked the 230th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, September 17-23 is celebrated each year as Constitution Week; and

WHEREAS, it is fitting and proper to recognize the magnificence of the Constitution, including the many freedoms, values, liberties, and rights enshrined therein; and

WHEREAS, Citizenship Day and Constitution Week are opportunities for Americans to reaffirm the principals and ideals that the Framers of the Constitution had in 1787.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim September 17, 2017 as “Citizenship Day” and September 17–23, 2017 as “Constitution Week” in the City of Laguna Woods and encourages individuals to reflect on that which makes our nation an abiding symbol of freedom and justice.

Dated this 20th day of September, 2017

Shari L. Horne
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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4.3

**PROCLAMATION –
NATIONAL ADULT DAY SERVICES WEEK –
SEPTEMBER 17-23, 2017**

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Proclamation
City of Laguna Woods
National Adult Day Services Week
September 17-23, 2017

WHEREAS, adult day services deliver specialized care to enable frail older adults and individuals with disabilities to live more independently and prevent or delay placement in nursing homes; and

WHEREAS, adult day services provide health care, personal care, social services, and therapeutic and recreational activities in settings where individuals are able to spend the day and interact with others; and

WHEREAS, adult day services help to prevent social isolation, including the associated serious and potentially debilitating health risks, among vulnerable populations; and

WHEREAS, adult day services offer respite and support to spouses, family members, and other individuals who provide primary caregiving.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim September 17–23, 2017 as “National Adult Day Services Week” in the City of Laguna Woods and encourages its residents and businesses to raise awareness of the availability and accessibility of adult day services.

Dated this 20th day of September, 2017

Shari L. Horne
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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4.4
PROCLAMATION –
FALL PREVENTION AWARENESS DAY –
SEPTEMBER 22, 2017

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**Proclamation
City of Laguna Woods
Fall Prevention Awareness Day
September 22, 2017**

WHEREAS, falls result in more than 2.8 million injuries treated in emergency rooms, annually, including over 800,000 hospitalizations and more than 27,000 deaths; and

WHEREAS, falls are the leading cause of fatal and non-fatal injuries, as well as the leading cause of traumatic brain injury, for older adults; and

WHEREAS, adults 75 years and older who fall are four to five times more likely than those age 65 to 74 to be admitted to a long-term care facility for a year or longer; and

WHEREAS, falls are not only injurious to the physical well-being of older adults, but can also result in long-term medical care and significant financial hardship; and

WHEREAS, falls can be prevented through healthy eating; hydration; careful use of medication; regular exercise; simple retrofits, including installation of grab bars, night lights, and non-slip and non-skid mats; and, other best practices.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim September 22, 2017 as “Fall Prevention Awareness Day” in the City of Laguna Woods and encourages residents and businesses to take the steps necessary to identify and eliminate fall hazards.

Dated this 20th day of September, 2017

Shari L. Horne
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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6.1-6.8
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: September 20, 2017 Regular Meeting
SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the September 20, 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 September 20, 2017 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the special meeting on August 4, 2017 (Attachment A), the special meeting on August 10, 2017 (Attachment B), and the regular meeting on August 16, 2017 (Attachment C).
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of August 2017.
- 6.3 Approval of the warrant register dated September 20, 2017 in the amount of \$493,455.16. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at City Hall.

6.4 [1] Approval of a resolution amending and adopting the Fiscal Years 2017-19 Budget and Work Plan for Fiscal Year 2017-18 commencing July 1, 2017 and ending June 30, 2018, and Fiscal Year 2018-19 commencing July 1, 2018 and ending June 30, 2019, related to capital improvement projects, Fuel Tax Fund appropriations, Road Maintenance and Rehabilitation Program Fund appropriations, and Capital Projects Fund appropriations (Attachment A). The proposed resolution would:

- Reallocate Fiscal Year 2017-18 expenditures for the “Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Paseo de Valencia)” by decreasing appropriations from the Fuel Tax Fund by \$50,000 and increasing appropriations from the Road Maintenance and Rehabilitation Program Fund by \$50,000. Similar amendments would also be made to Chapter 4.0 of the Fiscal Years 2017-19 Budget and Work Plan (Attachment B). Estimates of the useful lives of the Fiscal Year 2017-18 and Fiscal Year 2018-19 pavement management plan projects would also be included in Chapter 4.0, as required to receive appropriations of Road Maintenance and Rehabilitation Account revenue from the State.
- Increase Fiscal Year 2017-18 appropriations from the Capital Projects Fund by \$7,632 for the “Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue)”, based on the outcome of competitive bidding (for additional information, please refer to Item 6.7). The proposed supplemental appropriation would be accommodated using unassigned General Fund balance.

[2] Approval of a resolution amending and adopting the seven-year Capital Improvement Plan for Fiscal Years 2017-18 through 2023-24 in conformance with Measure M2 and Road Repair and Accountability Act of 2017 requirements (Attachment C). The proposed resolution would amend the current Capital Improvement Plan to ensure compliance and eligibility to receive appropriations of Road Maintenance and Rehabilitation Account revenue from the State. Amendments are limited to the addition of two notes explicitly identifying the sources of funding for the Fiscal Year 2017-18 and Fiscal Year 2018-19 pavement management plan projects.

6.5 Authorization of the expenditure of up to \$16,500 from the Fiscal Year 2017-18 General Fund City Council Contingency to fund services related to

the Local Hazard Mitigation Plan Update significant work plan item. The funding would be used to offset the cost of consultant services to update the Hazus modeling for earthquake and flood hazards, as well as various map exhibits. Hazus is a nationally applicable, standardized methodology that contains models for estimating potential disaster losses. The Fiscal Year 2017-18 General Fund City Council Contingency has an available balance of \$50,000 (if Item 8.1 is approved, the available balance will be \$40,000).

- 6.6 Approval of an agreement with Willdan Engineering for building official services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. Willdan Engineering has provided as-needed building official services to augment other contract personnel since August 2017. Staff selected Willdan Engineering based on experience and ability to meet immediate service level needs, which have been exacerbated by the unexpected dissolution of Lilley Planning Group, the City’s former provider of building official services, in August 2017. Staff anticipates a continuing need for Willdan Engineering’s services while the City conducts a competitive Request for Proposals (“RFP”) process to meet longer-term needs. Accordingly, the proposed agreement includes a term through June 30, 2018. Willdan Engineering provides, or has provided, similar services for the cities of Carmel-by-the-Sea, Redlands, and Sierra Madre. Sufficient funds to accommodate the rates set forth in the proposed agreement are included in the Fiscal Year 2017-18 Budget & Work Plan.
- 6.7 [1] Approval of the “Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue)” design plans and specifications as recommended by the City Engineer (available for review at City Hall); and, [2] award of a contract agreement to David T. Wasden, Inc. for the construction of the “Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue)”, in the amount of \$51,200, plus authorized change orders not to exceed 10% of the base amount; and authorization for the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney. This project is included in the City’s Capital Improvement Program. Bids were invited from August 3 through August 24, 2017. David T. Wasden, Inc. was the sole bidder. With bidding now complete, a supplemental appropriation of \$7,632 (for an amended project budget of \$67,195) is required for the project to be constructed. The proposed supplemental appropriation is included in the

recommendation set forth in Item 6.4 and would be accommodated using unassigned General Fund balance.

- 6.8 Approval of a resolution repealing Resolution No. 02-33 and designating posting locations for agendas for City Council and other meetings as required by California Government Code Section 54954.2. Cities are required to post agendas for meetings of the City Council and other meetings subject to the Ralph M. Brown Act “... in a location that is freely accessible to members of the public and on the [City’s] Internet Web site...” The proposed resolution would update the designated posting locations to reflect a property owner’s decision to discontinue use of their property for a posting location, and eliminate unnecessary designations made by Resolution No. 02-33.

6.1
CITY COUNCIL MINUTES

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
SPECIAL MEETING
August 4, 2017
4:30 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Horne called the Special Meeting of the City Council of the City of Laguna Woods to order at 4:30 p.m.

II. ROLL CALL

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

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

III. PLEDGE OF ALLEGIANCE

Councilmember Conners led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS – None

V. PUBLIC COMMENTS – None

VI. CITY COUNCIL BUSINESS – None

VII. CLOSED SESSION

7.1 The City Council met in closed session under the authority of California Government Code sections 54956.9(d)(2) and (e)(1) to discuss potential exposure to litigation in one case.

VIII. CLOSED SESSION REPORT

The City Council reconvened in open session at 5:52 p.m. City Attorney Cosgrove stated that there was no reportable action under Government Code Section 54951.1.

A special meeting was scheduled for 3:00 p.m. on Thursday, August 10, 2017, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

IX. ADJOURNMENT

The meeting was adjourned at 5:55 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, August 16, 2017, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, Deputy City Clerk

Adopted: September 20, 2017

SHARI L. HORNE, Mayor

6. Jonnie Demmer, member of the public
7. Bonnie DeWidt, member of the public
8. Gina Hall, resident
9. Bob Batchelor, resident
10. David Cohen, resident
11. Bobie Russell, resident
12. Maulk Nussbaum, resident
13. Sam Haycraft, resident
14. Barbara Sanchez, resident
15. Tony Dauer, resident
16. Brenda Rader, resident
17. Mary Wall, resident
18. Sam Sugoff, resident
19. Charlie Prater, resident
20. Kim (no last name provided), resident
21. Janet Gillian, member of the public

The following members of the public expressed their support for the closure of “A Place for Paws” Dog Park.

1. Dotty Wilson, resident
2. Parry Sabahat resident
3. Unidentified of the public
4. Bert Chudacoff, resident

Mary Wall, resident, questioned issues concerning the property title and liability.

Councilmembers discussed the item.

Moved by Councilmember Connors, seconded by Councilmember Hatch, and carried unanimously on a 5-0 vote, to approve the closure of “A Place for Paws” Dog Park due to issues concerning the property title and physical deterioration of various areas within the park.

City Attorney Cosgrove made comments.

VII. CLOSED SESSION – None

VIII. CLOSED SESSION REPORT – None

IX. ADJOURNMENT

The meeting was adjourned at 4:54 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, August 16, 2017, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, Deputy City Clerk

Adopted: September 20, 2017

SHARI L. HORNE, Mayor

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
August 16, 2017
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

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

II. ROLL CALL

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

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

III. PLEDGE OF ALLEGIANCE

Councilmember Hatch led the flag salute.

IV. PRESENTATIONS AND CEREMONIAL MATTERS – None

Mayor Horne requested to move Item 8.1 to next on the agenda. There were no objections.

VIII. CITY COUNCIL BUSINESS

8.1 “A Place for Paws” Dog Park

City Manager Macon made a presentation.

Councilmember Hatch made comments.

Moved by Councilmember Hatch and seconded by Councilmember Rainey to direct staff to explore potential opportunities including, but not limited to, potential alternative locations and partnerships that would allow for the safe operation of a dog park. Staff is further directed to report back to the City Council at their regular meeting in September on the status of its investigation, including any results, conclusions, and recommendations as to the future of a dog park in the community. Staff is further

directed to forthwith reopen “A Place for Paws” Dog Park with status quo to remain in effect, until the City Council’s regular meeting in September, at which time the matter will be reviewed by the City Council.

Councilmember Connors discussed the item and staff answered related questions.

Cynthia Rosenfeld, resident, discussed liability issues regarding the dog park.

David Cohen, resident, discussed options to raise funds to improve the dog park and raised the possibility of re-opening the larger gated area of the dog park.

Janet Gillian, resident, discussed replacing the turf in the dog park. She expressed her support for re-opening the dog park.

Brenda Raider, resident, discussed the potential owners of the dog park property. She suggested vetting the individuals who use the dog park.

Ron Drauden, resident, discussed park maintenance needs and the Dog Club’s previous donations. He suggested City Centre Park as a potential location for a new dog park.

An unidentified member of the public stated that the dog park is more important for the dogs than it is for the people who utilize it.

Barbara Sanchez, resident, stated that there are not as many speakers at this meeting as the last because dog park users thought that it would be better to summarize their comments with a couple of speakers, instead of a large group of speakers.

An unidentified member of the public inquired about the status of turning the end of Ridge Route Drive into a four-lane highway.

City Manager Macon responded that issue is not something that the City is working on or supportive of. He noted that it is not an issue related to the current dog park situation.

An unidentified member of the public inquired about a Golden Rain Foundation (GRF) Master Plan, as it relates to the dog park.

Staff noted that they were unclear what GRF Master Plan the speaker referred to, but that any GRF Master Plan would be unrelated to the current dog park situation.

All public comments were supportive of re-opening “A Place for Paws” Dog Park.

Councilmembers discussed the item and staff answered related questions.

Moved by Mayor Pro Tem Moore to amend Councilmember Hatch’s motion to state that staff will report back to the City Council at their regular meeting in October on the status of its investigation, including any results, conclusions, and recommendations as to the

future of a dog park in the community and to re-open only the larger gated area of the dog park.

The motion carried unanimously on a 5-0 vote, as amended.

City Manager Macon stated that the larger gated area of the dog park would be reopened as soon as possible.

Mayor Horne called for a brief recess.

The meeting was called back to order at 3:25 p.m.

V. PUBLIC COMMENT – None

VI. CONSENT CALENDAR

Moved by Councilmember Hatch, seconded by Mayor Pro Tem Moore, and carried unanimously on a 5-0 vote, 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 July 19, 2017 and the special meeting on August 1, 2017.

6.2 City Treasurer’s Report

Received and filed the City Treasurer’s Report for the month of July 2017.

6.3 Warrant Register

Approved the warrant register dated August 16, 2017 in the amount of \$801,960.97.

6.4 Fiscal Year 2017-18 Budget Adjustments

Approved a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, MODIFYING THE COMMITTED FUND BALANCES FOR THE PAID LEAVE CONTINGENCY FUND AND THE GENERAL FUND CONTINGENCY FUND FOR FISCAL YEAR 2017-18

6.5 Street, Right-of-Way, and Infrastructure Maintenance Services

Approved an agreement with PV Maintenance, Inc. for street, right-of-way, and infrastructure maintenance services and authorized the City Manager to execute the

agreement, subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS

7.1 Golden Rain Foundation General Plan Amendment, Zoning Code Amendment, and Zone Changes for Urban Activities Center Properties (GPA/ZC-1169)

City Manager Macon made a presentation.

Lori Moss, on behalf of the Golden Rain Foundation, commented on the project.

Mayor Horne opened the public hearing.

John Beckett, resident, expressed concern over the City wanting to prohibit housing in the project area and the potential for a cell tower in that area.

Mary Wall, resident, questioned whether there is a conflict of interest for the City Council to vote on a matter that is located inside Laguna Woods Village, as well as why Lori Moss is on the application since she does not live in Laguna Woods Village.

Councilmembers and staff briefly responded to Ms. Wall's comments.

Councilmembers discussed the item and staff answered related questions.

John Beckett, resident, expressed concern over a potential developer purchasing the land in the future.

Councilmembers discussed the item and staff answered related questions.

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION, A MITIGATION MONITORING AND REPORTING PROGRAM, AND AMENDMENTS TO THE LAGUNA WOODS GENERAL PLAN RELATED TO THE GOLDEN RAIN FOUNDATION GENERAL PLAN AMENDMENT, ZONING CODE AMENDMENT, AND ZONE CHANGES FOR URBAN ACTIVITIES CENTER PROPERTIES (GPA/ZC-1169) PROJECT

AND

to 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, ADDING SECTION 13.08.040 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO THE ESTABLISHMENT OF A RESIDENTIAL COMMUNITY-MAINTENANCE ZONING OVERLAY, AND ADOPTING ZONE CHANGES RELATED TO THE GOLDEN RAIN FOUNDATION GENERAL PLAN AMENDMENT, ZONING CODE AMENDMENT, AND ZONE CHANGES FOR URBAN ACTIVITIES CENTER PROPERTIES (GPA/ZC-1169) PROJECT

- 7.2 Sign Program SP-1193 to allow for various signage at 24281 Moulton Parkway, Laguna Woods, CA 92637

City Manager Macon made a presentation.

Mayor Horne opened the public hearing.

Julianna Ghafoori, Starbucks, stated that she is available to answer questions.

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

Councilmembers discussed the item and staff answered related questions.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING SIGN PROGRAM SP-1193 TO ALLOW FOR VARIOUS SIGNAGE AT 24281 MOULTON PARKWAY, LAGUNA WOODS, CA 92637

- 7.3 Electric Vehicle Charging Stations Regulations

City Manager Macon made a presentation.

Mayor Horne opened the public hearing.

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

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Hatch, seconded by Mayor Pro Tem Moore, and carried unanimously on a 5-0 vote, to 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, ADDING CHAPTER 10.34 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

AND

to approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AN APPLICATION CHECKLIST FOR EXPEDITED, STREAMLINED PROCESSING OF PERMITS FOR ELECTRIC VEHICLE CHARGING STATIONS

7.4 Wireless Facilities Regulations

City Manager Macon made a presentation.

Mayor Horne opened the public hearing.

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

Councilmembers discussed the item and staff answered related questions.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Conners, and carried unanimously on a 5-0 vote, to 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 SECTION 13.26.210 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO THE INSTALLATION AND MODIFICATION OF WIRELESS FACILITIES

VIII. CITY COUNCIL BUSINESS

8.2 City Council Meeting Schedule

City Manager Macon made a presentation.

Moved by Councilmember Conners, seconded by Councilmember Rainey, and carried unanimously on a 5-0 vote, to approve modifications to the City Council meeting schedule for Fiscal Year 2017-18.

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

Councilmember Connors provided a report.

9.2 Orange County Fire Authority

Councilmember Hatch provided a report.

Division Chief Jeff Adams briefly responded to the report.

9.3 Orange County Library Advisory Board

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

9.4 Orange County Mosquito and Vector Control District

Mayor Horne provided a report.

9.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Connors provided a report.

9.6 South Orange County Watershed Management Area

Mayor Pro Tem Moore provided a report.

9.7 Other Comments and Reports

Mayor Horne reported on a recent South Orange County Mayors meeting.

Mayor Horne reported on a recent Orange County Transportation Authority (OCTA) Fifth District Mayors Forum.

Councilmember Rainey reported on a recent HomeAid for the Homeless event.

Mayor Pro Tem Moore briefly responded to Councilmember Rainey's report.

Councilmember Rainey reported on a recent Ad Hoc Audit Committee meeting that he participated in with Councilmember Hatch.

Councilmember Rainey reported on a recent meeting with the Orange County Board of Realtors.

Councilmember Rainey reported on a recent meeting with the League of California Cities.

X. CLOSED SESSION – None

XI. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned at 4:51 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, September 20, 2017, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, Deputy City Clerk

Adopted: September 20, 2017

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 August 31, 2017

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 7/31/17	Earnings & Receipts	Disbursements	Transfers & Other Adjustments	Ending Balances As of 8/31/17	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 4)	\$ 712,041	\$ 959,981	\$ (763,375)	\$ -	\$ 908,646	8.65%	
Deposits in Transit - Earned Interest, Securities Account	\$ 940	\$ 971	\$ (940)	\$ -	\$ 971	0.01%	
Petty Cash	\$ 1,371	\$ 306	\$ (194)	\$ -	\$ 1,483	0.01%	
Total Cash and Cash Equivalents	\$ 714,351	\$ 961,258	\$ (764,509)	\$ -	\$ 911,100	8.67%	100.00%
Pooled Money Investment Accounts (PIMA)							
Local Agency Investment Fund (LAIF) (Notes 1 and 2)	\$ 4,169,292	\$ -	\$ (500,000)	\$ -	\$ 3,669,292	34.91%	
Orange County Investment Pool (OCIP) (Note 3)	\$ 4,005,765	\$ 3,689	\$ (204)	\$ -	\$ 4,009,250	38.15%	
Total Pooled Money Investment Accounts	\$ 8,175,057	\$ 3,689	\$ (500,204)	\$ -	\$ 7,678,541	73.06%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit (book value) (Note 5)	\$ 1,919,858	\$ 1,866	\$ (971)	\$ -	\$ 1,920,753	18.27%	
Total Investments	\$ 1,919,858	\$ 1,866	\$ (971)	\$ -	\$ 1,920,753	18.27%	20.00%
TOTAL CASH, CASH EQUIVALENTS, AND INVESTMENTS	\$ 10,809,266	\$ 966,812	\$ (1,265,684)	\$ -	\$ 10,510,394		

Summary of Total Cash, Cash Equivalents, and Investments (Note 4):

	General Fund	Special Revenue Funds	Totals
Analyzed Checking	\$ (319,619)	\$ 1,228,265	\$ 908,646
Deposits in Transit	\$ 971	\$ -	\$ 971
Petty Cash	\$ 1,483	\$ -	\$ 1,483
LAIF	\$ 3,669,292	\$ -	\$ 3,669,292
OCIP	\$ 4,009,250	\$ -	\$ 4,009,250
Certificates of Deposit	\$ 1,920,753	\$ -	\$ 1,920,753
Totals	\$ 9,282,130	\$ 1,228,265	\$ 10,510,394

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



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

ITEM 6.2

INVESTMENT PORTFOLIO DETAIL

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 5)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)														
02006LM59	2016-1	ALLY BK MIDVALE UTAH	24 months	09/12/16	09/15/16	245,000	243,510	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	244,968	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	244,351	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	244,385	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	244,606	245,000	1.250	Monthly	02/13/17	300	1.250	07/13/18
508176CH5	2017-2	LAKE CITY BANK	24 months	03/08/17	03/22/17	245,000	244,946	245,000	1.600	Monthly	04/22/17	300	1.600	03/22/19
45340KDY2	2017-3	INDEPENDENCE BANK OF KY	10 months	05/04/17	05/09/17	100,000	99,860	100,000	1.000	Monthly	06/09/17	242	1.000	03/09/18
02587DR26	2017-4	AMERICAN EXPRESS CENTURIAN	18 months	05/04/17	05/10/17	245,000	244,858	245,000	1.500	Semi-Annual	11/10/17	300	1.500	11/13/18
864088DC0	2017-5	STURGIS BANK & TRUST CO.	9 months	05/04/17	05/18/17	100,000	99,885	100,000	1.000	Monthly	06/18/17	206	1.000	02/20/18
		Accrued Interest - Month End				5,753	0	5,753						
Total CDs						1,920,753	1,911,369	1,920,753						

(*) CDs are rated or ranked using 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

Pooled Money Investment Accounts (PIMA) (Notes 1, 2, and 3)

N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	3,669,292	3,669,292	3,669,292	1.051	N/A	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	4,009,250	4,009,250	4,009,250	1.084	N/A	N/A	N/A	N/A	N/A
Total PIMA						7,678,541	7,678,541	7,678,541						

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



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

OTHER FUNDS - HELD IN TRUST

	Beginning Balances As of 7/31/17	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 8/31/17
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (CERBT holds all assets and administers the OPEB Trust)	\$ 68,389	\$ -	\$ (5)	\$ 788	\$ 69,172
Total Other Funds - Held in Trust	<u>\$ 68,389</u>	<u>\$ -</u>	<u>\$ (5)</u>	<u>\$ 788</u>	<u>\$ 69,172</u>

Notes:

Note 1 - LAIF / During this period there was one transfer of \$500,000 from the LAIF account to the General Fund to cover cash flow requirements.

Note 2 - LAIF / 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 the month after the end of each quarter. There were no interest earnings posted for the month of August. Quarterly earnings for July through September will post in October. Interest earned is offset by expense, with the net interest reported by LAIF as a single transaction.

LAIF average monthly investment yield rate for August 2017 was 1.084%, before applying administrative costs which are calculated quarterly.

LAIF quarterly administrative costs were 0.059% for the quarter ended June 30, 2017. Rates for the quarter ended September 30, 2017 will be disclosed in October 2017.

Note 3 - OCIP / The stated earnings rate for OCIP balances is an average monthly yield applied to the City's weighted average balance within the total pool. Earnings are accrued monthly. August accrued interest was \$3,792.62 and will be deposited in September 2017. Interest earned and investment expenses are posted as a separate transactions each month (see additional note below).

OCIP average monthly investment yield rate for August 2017 was 1.114%.

OCIP administrative costs were 0.006% for August 2017.

Note 4 - Analyzed Checking Account / Monthly activity reported does not reflect June through August vendor invoicing processed after the date of this report.

Note 5 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. \$970.97 interest earned on certificates of deposits for the month of August 2017 was received in September 2017.

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

8/11/17
 Dated

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6.3 WARRANT REGISTER

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CITY OF LAGUNA WOODS
WARRANT REGISTER
9/20/2017

ITEM 6.3

	Date	Vendor Name	Description	Amount
Debit		<i>Automatic Bank Debits</i>		
Debit	8/9/2017	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 8/4/2017	\$32,389.31
Debit	8/9/2017	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 8/4/2017	2,414.43
Debit	8/18/2017	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 8/4/2017	182.62
Debit	8/23/2017	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 8/18/2017	35,426.50
Debit	8/23/2017	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 8/18/2017	2,474.65
Debit	9/1/2017	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 8/18/2017	162.97
Debit	9/6/2017	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 9/1/2017	33,004.23
Debit	9/6/2017	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 9/1/2017	2,474.65
Debit	9/15/2017	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 9/1/2017	178.69
Debit	8/23/2017	CALPERS	GASB 68 Annual Reporting Service	700.00
Debit	9/5/2017	CALPERS - HEALTH	Employee Benefit Program / September 2017	3,142.34
Debit	8/14/2017	US BANK	Bank Supplies and Fees - July 2017	65.29
Debit	8/3/2017	COUNTY OF ORANGE	Law Enforcement Services / August 2017	216,434.57
Number		<i>Warrants:</i>		
1440	8/14/2017	COUNTY OF ORANGE	County Surveyor Recording	252.00
1441	8/18/2017	ORANGE COUNTY CLERK-RECORDER	Document Filing Fee	2,216.25
1442	8/21/2017	AT&T	White Pages / August 2017	4.48
1443	8/21/2017	BALLIET, MICHAEL	Waste Management Consulting Services / June - July 2017	2,146.25
1444	8/21/2017	BCP SYSTEMS, INC.	Printer Repair	35.00
1445	8/21/2017	CAA	Water Quality Consulting Services / July 2017	3,222.00
1446	8/21/2017	CALIFORNIA YELLOW CAB	Taxi Voucher Services / July 2017	9,331.00
1447	8/21/2017	HINDERLITER DELLAMAS	Sales & Use Tax Consulting Services / 3rd Quarter 2017	1,145.25
1448	8/21/2017	KONE INC.	City Hall Elevator Maintenance / August 2017	257.62
1449	8/21/2017	MICHAEL BAKER INTERNATIONAL	General Plan Comprehensive Update / July 2017	2,596.25
1450	8/21/2017	NV5, INC.	Building Inspection & Counter Services / June 2017	39,192.50
1450	8/21/2017	NV5, INC.	Pavement Management Project / June 2017	9,409.00
1450	8/21/2017	NV5, INC.	Traffic & Engineering Services / June 2017	8,875.00
1451	8/21/2017	ORANGE COUNTY REGISTER-NOTICES	Public Notices / June - July 2017	848.00
1452	8/21/2017	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / July 2017	7,044.11
1453	8/21/2017	SOUTHERN CALIFORNIA EDISON	Street Lights in Right of Way / July 2017	1,916.77
1454	8/21/2017	SOUTHERN CALIFORNIA EDISON	Street Lights in Right of Way / July 2017	15.75
1455	8/21/2017	SOUTHERN CALIFORNIA EDISON	Traffic Signal Controllers / July 2017	238.26
1456	8/21/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / July 2017	24.34
1457	8/21/2017	SUNSET PROPERTY SERVICES	Street Sweeping Services / July 2017	2,723.96
1458	8/21/2017	TASHIA'S PHOTOGRAPHY	Councilmember Portrait	260.00
1459	8/21/2017	WM CURBSIDE, LLC	HHW, Medicine and Sharps Program / July 2017	2,882.95
1460	8/22/2017	CSMFO	CSMFO Chapter Meeting / August 2017	30.00
1461	8/25/2017	AT&T	Telephone / 583-1105 / July 2017	19.89
1462	8/25/2017	AT&T	Telephone / 581-3974 / August 2017	125.76
1463	8/25/2017	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / July 2017	12,050.00
1464	8/25/2017	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / July 2017	8,364.75

**CITY OF LAGUNA WOODS
WARRANT REGISTER
9/20/2017**

ITEM 6.3

Date	Vendor Name	Description	Amount	
1465	8/25/2017	COMPUTER SERVICE COMPANY	Traffic Signal Maintenance / July 2017	868.00
1466	8/25/2017	CSG CONSULTANTS INC	Plan Check & Building Official Services / July 2017	340.00
1467	8/25/2017	DONNA'S RADIUS MAPS	Public Notice Radius Mailing	425.00
1468	8/25/2017	FLUID-MOTION PLUMBING	City Hall Maintenance	155.00
1469	8/25/2017	HDL COREN & CONE	CAFR Statistical Package / FY 2016-17	745.00
1470	8/25/2017	MARGARET CADY	GFOA Educational Webcast	35.00
1471	8/25/2017	NIEVES LANDSCAPE, INC.	Irrigation Maintenance / July 2017	356.58
1472	8/25/2017	PETTY CASH	Replenish Petty Cash (expenditures reported separately) (also see Note 1)	0
1473	8/25/2017	RUTAN & TUCKER, LLP	Legal Services / March - May 2017	4,889.03
1474	8/28/2017	HACK, BERT	Replace Check / Monthly Compensation / April 2017	300.00
1475	8/31/2017	BUSINESS PLANS, INCORPORATED	125 Cafeteria Plan Administration Fee / May - August 2017	400.00
1476	8/31/2017	CAPTIONING UNLIMITED	Closed Captioning / City Council Meetings / August 2017	500.00
1477	8/31/2017	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / August 2017	8,364.75
1478	8/31/2017	COPYFORCE	Printing Services	215.50
1479	8/31/2017	DELTA DENTAL OF CALIFORNIA	Employee Benefits Program / September 2017	430.06
1480	8/31/2017	EL CAMINO ASPHALT PAVING CORP	Pavement Management Plan	2,750.00
1481	8/31/2017	MANAGED HEALTH NETWORK	Employee Benefits Program / September 2017	16.72
1482	8/31/2017	MATRIX CONSULTING GROUP	Tri-City Police Study /July 2017	3,200.00
1483	8/31/2017	NIEVES LANDSCAPE, INC.	Landscape Maintenance / August 2017	11,800.00
1483	8/31/2017	NIEVES LANDSCAPE, INC.	City Hall Landscape Maintenance / August 2017	406.25
1484	8/31/2017	NUVIS	Landscape Architecture Services / May 2017	675.00
1484	8/31/2017	NUVIS	Moulton Median Landscape Project / August 2017	202.50
1485	8/31/2017	PRACTICAL DATA SOLUTIONS	IT Services / May - July 2017	7,404.48
1486	8/31/2017	PROTEL COMMUNICATIONS, INC	Telephone System Maintenance	559.00
1487	8/31/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / August 2017	92.47
1488	8/31/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / August 2017	25.17
1489	8/31/2017	SOUTHERN CALIFORNIA EDISON	City Hall Utilities / August 2017	2,394.24
1490	8/31/2017	U.S. BANK	Credit Card Charges / August 2017 (see Note 2 for summary of expenditures)	604.58
1491	8/31/2017	VECTUS	City Hall Internet Service / September 2017	399.00
1492	8/31/2017	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / September 2017	181.32
1493	8/31/2017	MARILYN MICALETTI	Taxi Voucher Refund	210.00
			Total Bank Debits and Warrants:	<u>\$493,222.04</u>
 Petty Cash Expenditures Paid Out (See Note 1)				
		FedEx Office	Courier & Office Services	34.97
		Linda Vanderlinde	Mileage Reimbursement	16.80
		US Postal Office	Certified Mail	6.59
		The Home Depot	Keys	24.76
		Orange County Clerk-Recorder's Office	Document Recording	150.00
			Total Petty Cash:	<u>\$233.12</u>
			Grand Total - All Expenditures Paid This Period	<u>\$493,455.16</u>

Please see Notes on the following page.

CITY OF LAGUNA WOODS
WARRANT REGISTER
9/20/2017

Date	Vendor Name	Description	Amount
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NOTES:

Note 1 - Petty cash is reported as cash is paid out.

Note 2 - The table below summarizes credit card expenditures paid via Check #1490 to U.S. Bank totaling \$604.58.

	CSMFO	CSMFO Budget Awards Program - Operating Budget Application	150.00
	Doubletree	CJPIA Conference Hotel Reservation / Councilmember Rainey & Hatch	<u>454.58</u>
		Total Credit Card Reimbursement:	<u><u>\$604.58</u></u>

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6.4
FISCAL YEARS 2017-19 BUDGET
AND WORK PLAN

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RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2017-19 BUDGET AND WORK PLAN FOR FISCAL YEAR 2017-18 COMMENCING JULY 1, 2017 AND ENDING JUNE 30, 2018, AND FISCAL YEAR 2018-19 COMMENCING JULY 1, 2018 AND ENDING JUNE 30, 2019, RELATED TO CAPITAL IMPROVEMENT PROJECTS, FUEL TAX FUND APPROPRIATIONS, ROAD MAINTENANCE AND REHABILITATION PROGRAM FUND APPROPRIATIONS, AND CAPITAL PROJECTS FUND APPROPRIATIONS

WHEREAS, the Fiscal Years 2017-19 Budget and Work Plan (“Budget”) was adopted by the City Council on June 28, 2017; and

WHEREAS, the Budget includes appropriations for transportation-related capital improvement projects within certain Transportation Funds; and

WHEREAS, subsequent to adoption of the Budget, the State of California released annual reporting guidelines related to the Road Repair and Accountability Act of 2017 and, specifically, the Road Maintenance and Rehabilitation Account provided for therein; and

WHEREAS, after reviewing the aforementioned annual reporting guidelines, staff has recommended that the City Council amend the Budget to ensure compliance and eligibility to receive appropriations of Road Maintenance and Rehabilitation Account revenue; and

WHEREAS, staff has also recommended a reallocation of Fiscal Year 2017-18 expenditures for the “Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Paseo de Valencia)” that would decrease appropriations from the Fuel Tax Fund by \$50,000 and increase appropriations from the Road Maintenance & Rehabilitation Program Fund by \$50,000; and

WHEREAS, staff has also recommended an increase in Fiscal Year 2017-18 appropriations from the Capital Projects Fund by \$7,632 for the “Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue)”, with the increase drawn from the General Fund unassigned balance; and

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

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

SECTION 1. Chapter 4.0 (City Capital Projects) of the Fiscal Years 2017-19 Budget and Work Plan for the City of Laguna Woods is hereby amended and adopted as presented at the September 20, 2017 City Council meeting.

SECTION 2. Section 2 of Resolution No. 17-20 is hereby amended, in its entirety, to read as follows:

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

	<i>Fiscal Year 2017-18</i>	<i>Fiscal Year 2018-19</i>
General Fund	\$5,724,476	\$5,621,246
Capital Projects Fund	\$373,058	\$165,000
<i>Transportation Funds</i>		
Fuel Tax	\$387,274	\$300,102
Road Maintenance & Rehabilitation Program	\$50,000	\$110,250
Measure M2	\$242,044	\$242,992
<i>Public Safety Funds</i>		
Supplemental Law Enforcement Services	\$141,707	\$123,500
<i>Environmental Funds</i>		
Beverage Container Recycling	\$5,000	\$0
<i>Community Services Funds</i>		
PEG/Cable Television	\$2,000	\$2,047
Senior Mobility	\$294,179	\$316,700
Community Development Block Grant (CDBG)	\$145,700	\$145,700
TOTAL	\$7,365,438	\$7,027,538

SECTION 3. The Deputy City Clerk shall certify to the adoption 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 a 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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4.0. CITY CAPITAL PROJECTS

This chapter is intended to describe major capital improvement projects that are included in this budget, as well as projects that are currently unfunded, but may be considered in the future.

CAPITAL IMPROVEMENT PROGRAM

In order to assist with the long-term development of funding for major capital improvement projects on public property, the City Council adopts a seven-year Capital Improvement Program ("CIP") on an annual basis. The CIP and the seven-year period to which it applies is also a requirement for receiving funding from Orange County's Measure M2 half-cent sales tax, which voters approved in 2006 to fund transportation projects and activities. While the first two years of the CIP are included in this budget and work plan, it is important to note that the City Council retains the ability to modify the CIP at its discretion and that no funding commitment is created by the inclusion of unfunded projects or projects planned for future years.

The City considers a "major capital improvement project" to be any project that meets the definition of a "public project" in Section 22002 of the State of California's Public Contracts Code, including "construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work" of facilities owned, leased, or operated by the City, as well as any non-minor "painting or repainting." Maintenance is not considered a public project. A "major capital improvement project" also includes pavement management work included in the City's seven-year Pavement Management Plan.

The City classifies its major capital improvement projects as either primarily relating to buildings (e.g., City Hall), green spaces (e.g., landscaping and parks), and/or transportation (e.g., streets and traffic control devices). These classifications are intended to organize similar projects for ease of reference. Throughout the CIP, projects are color-coded **purple** for building projects, **green** for green spaces projects, and **blue** for transportation projects. Where a project is classified in multiple categories, the color-coding is blended (e.g., transportation/green spaces projects are color-coded **blue/green**).

Major capital improvement projects are further categorized as either funded, partially funded, or unfunded. Partial funding of projects is not unusual, as full

funding may be developed over the course of several fiscal years, as grants and other federal, state, and county funds are obtained in order to reduce impacts to the General Fund. In other cases, funding from the General Fund may be set aside for projects over multiple fiscal years in the interest of fiscal prudence. The preparation of design documents and construction drawings may also precede the allocation of construction funding.

SIGNIFICANT CHANGES IN CAPITAL IMPROVEMENT PROJECTS

Fiscal Year 2017-18

A project to rehabilitate the pavement on westbound El Toro Road between Avenida Sevilla and Paseo de Valencia has been added to the Fiscal Year 2017-18 Budget & Work Plan and CIP as a funded project. The project is part of the City's seven-year Pavement Management Plan.

A project to improve pedestrian accessibility in several locations along Moulton Parkway has been added to the Fiscal Year 2017-18 Budget & Work Plan and CIP as a funded project contingent on the receipt of external funding. The City has received a tentative notice of award of Community Development Block Grant ("CDBG") funds for the project.

A project to improve drainage in the vicinity of Moulton Parkway at Santa Maria Avenue has been added to the Fiscal Year 2017-18 Budget & Work Plan and CIP as a funded project.

Construction of the "City Hall Restroom Repair and Improvement Project" has been added to the Fiscal Year 2017-18 Budget & Work Plan and CIP as a funded project. Design documents and construction drawings were prepared in Fiscal Year 2016-17.

A project to design various refurbishments and safety improvements at City Hall has been added to the Fiscal Year 2017-18 Budget & Work Plan and CIP as a funded project. Construction of the refurbishments has been added to the Fiscal Year 2018-19 Budget & Work Plan and CIP as a funded project.

Fiscal Year 2018-19

A project to rehabilitate the pavement on eastbound El Toro Road between Avenida Sevilla and Church Intersection has been added to the Fiscal Year 2018-19 Budget & Work Plan and CIP as a funded project. The project is part of the City's seven-year Pavement Management Plan.

A project to improve pedestrian accessibility in several locations along El Toro Road and Moulton Parkway has been added to the Fiscal Year 2018-19 Budget & Work Plan and CIP as a funded project, contingent on the receipt of external funding. The City intends to apply for CDBG funds for the project.

A project to design water efficient improvements for the medians located on El Toro Road between Calle Sonora and Moulton Parkway has been added to the Fiscal Year 2018-19 Budget & Work Plan and CIP as a funded project. The City Council is expected to consider funding construction as part of the Fiscal Years 2019-20 Budget & Work Plan and CIP.

A project to refurbish and improve safety at City Hall has been added to the Fiscal Year 2018-19 Budget & Work Plan and CIP as a funded project.

Future Fiscal Years

The following projects have been added to the CIP as unfunded projects for the fiscal years noted. The City Council is expected to consider funding as a part of the respective fiscal years budgets, work plans, and CIPs.

[Capital Projects Summary – Changes for Future Fiscal Years]

Fiscal Year	Project Title
2019-20	Americans with Disabilities Act (ADA) Pedestrian Accessibility Project: Phase 3 (El Toro Road)
2019-20	El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway) (Construction)
2019-20	City Hall Emergency Backup Generator Project (Design)
2020-21	Woods End Wilderness Preserve Trail Drainage and Improvement Project
2020-21	City Hall Emergency Backup Generator Project (Construction)
2020-21	City Hall Television Broadcast Improvement Project
2021-22	Americans with Disabilities Act (ADA) Pedestrian Accessibility Project: Phase 4 (Moulton Parkway and Santa Maria Avenue)
2022-23	Americans with Disabilities Act (ADA) Pedestrian Accessibility Project: Phase 5 (El Toro Road and Santa Maria Avenue)

The estimated cost of the pedestrian accessibility improvements included in the "Pavement Management Plan Project (Eastbound Ridge Route Drive between Eastern City Limit and Moulton Parkway)" has been increased by \$1,750, based on the nature of anticipated improvements.

The estimated costs for design and construction of the “El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway)” have been decreased by \$181,300, based on conceptual design changes. It is assumed that no hardscape maintenance band will be installed and that the irrigated area will be limited to 25% of the pervious surface area.

The “Santa Maria Avenue Water Efficient Median Project” has been removed from the CIP. It was previously included as an unfunded project; however, after further consideration, it has been determined that on-site conditions do not necessitate such extensive reconstruction, at this time.

FUTURE OUTLOOK FOR CAPITAL PROJECTS

The City’s seven-year Pavement Management Plan anticipates rehabilitation phased in a manner that is intended to minimize the length and impact of in-lane roadway work on residents and businesses. The Pavement Management Plan will undergo a biennial update during Fiscal Year 2017-18 for a term spanning fiscal years 2018-19 through 2024-25. It is anticipated that additional pavement management plan projects will be identified through that effort.

Pedestrian accessibility improvements on City sidewalks and curb ramps will continue to be necessary on an ongoing basis, as even well-maintained and presently accessible hardscape cracks, lifts, or otherwise degrades over time. It is anticipated that an accessibility survey will be completed during Fiscal Year 2020-21, and every five years thereafter, to identify future projects.

During Fiscal Years 2017-19, staff will conduct an analysis of El Toro Road and Moulton Parkway in order to identify opportunities for active transportation, pedestrian and bicycle safety, transit facility, drainage and storm water capture, and other “complete streets” improvements. It is anticipated that future projects will be identified through that effort.

During Fiscal Years 2017-19, staff will prepare a scope of work for additional refurbishments and safety improvements at City Hall. It is anticipated that the scope of work will form the basis of a future, second phase of the “City Hall Refurbishment and Safety Improvement Project.”

Like jurisdictions throughout California, the City’s urban forest is impacted by the invasive Polyphagous Shot Hole Borer (“PSHB”). The PSHB has infected more than one-third of the Sycamore trees on El Toro Road (as of November 2016) with a pathogenic fungi likely to cause branch dieback, canopy loss, and/or death. While the infected trees show only minimal impacts at present,

extensive tree removal and replacement may be required in coming years to maintain a healthy and safe urban forest. Staff is currently monitoring the situation and developing a recommended course of action. PSHB response is included as a significant work plan item in this budget and work plan.

FUNDED AND PARTIALLY FUNDED CAPITAL IMPROVEMENT PROJECTS

[Funded and Partially Funded Capital Projects – Fiscal Year 2017-18]

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[Funded and Partially Funded Capital Projects – Fiscal Year 2018-19]

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AMENDMENT RECORD

Significant amendments made to the CIP are summarized in this section.

9/20/2017 – Modified the estimated construction and implementation costs for the “Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Paseo de Valencia)” to reflect the planned expenditure of Road Maintenance and Rehabilitation Program funds.

Added estimates of the useful lives of the “Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Paseo de Valencia)” and the “Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection),” in order to comply with Road Maintenance and Rehabilitation Program funding requirements.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET



Project Title: **El Toro Road Traffic Signal Synchronization Project**

Classification: **Transportation**

Funding Status: **Funded (Multiple Prior Years)**

Priority

Alignment:



Healthy and safe



High in quality of life



Environmentally conscious

Project Description

This project is a multi-city undertaking with the City acting as the lead agency with support from the City of Aliso Viejo, City of Laguna Hills, and the California Department of Transportation ("Caltrans"). The project includes synchronization work and the installation of traffic detection, monitoring, and backup power equipment at certain intersections on El Toro Road from Bells Vireo Lane (in Aliso Viejo) to Bridger Road (in Laguna Hills).

Purpose

This project will help improve the flow of traffic by modifying timing plans and installing various equipment to reduce congestion. Minimization of the time motor vehicles spend idling at red lights will also improve air quality and new uninterrupted power supplies will help sustain the operation of traffic signals during energy shortages and disruptions.

Construction and Implementation Costs

This project is currently awarded \$514,000 in funding from the Orange County Transportation Authority's Measure M2 program. The City will match the award with in-kind services and \$83,020 in CARITS funds. The total project cost, including matches from all involved agencies, is \$642,500.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET



Project Title: **Moulton Parkway Traffic Signal Synchronization Project**

Classification: **Transportation**

Funding Status: Funded (Multiple Prior Years)

Priority

Alignment:



Healthy and safe



High in quality of life



Environmentally conscious

Project Description

This project is a multi-city undertaking with the City acting as the lead agency with support from the City of Laguna Hills, City of Laguna Niguel, and the California Department of Transportation ("Caltrans"). The project includes synchronization work and the installation of traffic detection, monitoring, and backup power equipment at certain intersections on Moulton Parkway from Lake Forest Drive (in Laguna Hills) to Camino del Avion (in Laguna Niguel).

Purpose

This project will help improve the flow of traffic by modifying timing plans and installing various equipment to reduce congestion. Minimization of the time motor vehicles spend idling at red lights will also improve air quality and new uninterrupted power supplies will help sustain the operation of traffic signals during energy shortages and disruptions.

Construction and Implementation Costs

This project is currently awarded \$645,440 in funding from the Orange County Transportation Authority's Measure M2 program. The City will match the award with in-kind services and \$65,680 in CARITS funds. The total project cost, including matches from all involved agencies, is \$808,050.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET



Project Title: **Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Paseo de Valencia)**

Classification: **Transportation** Street Section ID: W/BET-AS-PDV

Funding Status: **Funded (2017-18)** Estimated Useful Life: 5 years

Priority Alignment:



Healthy and safe



High in quality of life

Project Description

This project involves the rehabilitation of pavement along the specified street section, including replacement of deteriorated pavement and a surface seal of crack sealant and rubberized slurry. Pedestrian accessibility improvements will also be made along the street section and/or within the City.

Purpose

This project is a part of the City’s seven-year Pavement Management Plan to extend the useful life and improve the quality of pavement on street sections rated at a Pavement Condition Index (“PCI”) below 80. Ongoing pavement management helps to minimize the prolonged and more impactful work that typically accompanies projects involving significantly degraded pavement. As of January 2016, the specified street section had a PCI of 78.

Construction and Implementation Costs

The one-time cost of designing and constructing this project is estimated at \$157,500 (as of May 2016; subject to the completion of design documents, construction drawings, and competitive bids). \$50,000 in Road Maintenance and Rehabilitation Program revenue and \$107,500 in Fuel Tax revenue will be used to fund this project.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET



Project Title: **Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 1 (Moulton Parkway)**

Classification: **Transportation**

Funding Status: Contingent on the receipt of external funding (2017-18)

Priority

Alignment:



Healthy and safe



High in quality of life

Project Description

This project involves the improvement of pedestrian paths-of-travel, including elimination of gaps, lifts, and other uneven sidewalk surfaces; reconstruction of curb ramps; and, replacement of detectable warnings. Right-of-way may also be modified to increase navigable area and clearances.

Purpose

This project is based on the findings of an accessibility survey of City sidewalks and curb ramps. The improvements are intended to enhance ease of travel and promote compliance with the Americans with Disabilities Act of 1990, Architectural Barriers Act of 1968, and Rehabilitation Act of 1973.

Construction and Implementation Costs

The one-time cost of designing and constructing this project is estimated at \$145,700 (as of January 2017; subject to the completion of design documents, construction drawings, and competitive bids). This project is contingent on the receipt of external funding. The City anticipates receiving Community Development Block Grant ("CDBG") funding.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET



Project Title: **Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue)**

Classification: **Transportation**

Funding Status: **Funded (2017-18)**

Priority

Alignment:



Healthy and safe



High in quality of life

Project Description

The project involves the installation of a box culvert and related drainage, as well as the repair of an existing perforated pipe, on Moulton Parkway south of Santa Maria Avenue. Portions of the southbound sidewalk will be removed to allow for the repair of the perforated pipe and replaced with mulch or another pervious covering to facilitate future repairs.

Purpose

This project is intended to improve drainage and prevent pooling near curb ramps and in pedestrian paths-of-travel.

Construction and Implementation Costs

The one-time cost of constructing this project is estimated at \$59,563 (as of April 2017; subject to competitive bids). Unassigned General Fund balance will be used to fund this project.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET



Project Title: **Moulton Parkway Water Efficient Median Improvement Project (Construction)**

Classification: **Transportation/Green Spaces**

Funding Status: **Funded (2016-17)**

Priority

Alignment:



Healthy and safe



High in quality of life



Environmentally conscious

Project Description

This project involves retrofitting three primarily turf grass medians with drought-tolerant landscaping, water efficient irrigation systems, and “purple pipe” for future recycled water use. The irrigated area of the medians will be limited to 25% of the pervious surface area. The medians are located on Moulton Parkway between Via Campo Verde and Via Iglesia.

Purpose

This project is intended to reduce irrigation-related water consumption and runoff through the replacement of turf grass with drought-tolerant plantings and overhead spray irrigation with a more water efficient alternative. Moving irrigation systems and plantings further from the curb face of the medians will also help prevent inadvertent runoff and related pavement damage. When available, the use of recycled water for irrigation will help conserve potable water, thereby reducing demand for imported water.

Construction and Implementation Costs

The one-time cost of constructing this project is estimated at \$273,914 (as of June 2017). Fuel tax revenue will be used to fund this project.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET



Project Title: **City Hall Restroom Repair and Improvement Project**

Classification: **Buildings**

Funding Status: Funded (2017-18)

Priority

Alignment:



Healthy and safe

Project Description

This project involves the repair of the deteriorated subfloor in the second floor restrooms at City Hall, including replacement of tile flooring and underlying lightweight concrete. Accessibility, lighting, energy, heating, ventilation, and air conditioning improvements will also be made in both the first and second floor restrooms, and first floor drinking fountains.

Purpose

This project is necessary in order to complete the repair of the deteriorated subfloor at City Hall, improve accessibility and energy efficiency within City Hall, and modernize restroom and drinking facilities.

Construction and Implementation Costs

The one-time cost of constructing this project is estimated at \$283,363 (as of May 2017; subject to competitive bids). Unassigned General Fund balance will be used to fund this project.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET



Project Title: City Hall Refurbishment and Safety Project: Phase 1 (Design)

Classification: Buildings

Funding Status: Funded (2017-18)

Priority

Alignment:



Healthy and safe

Project Description

This project involves refurbishments and safety improvements at City Hall, including the exterior, public areas, and stairwells. Improvements will include paint, façade repair, replacement of deteriorated signage, reconstruction of damaged planters, replacement of stained/worn carpeting and baseboards, accessibility improvements, and safety and security modifications.

Purpose

This project is intended to ensure that City Hall remains a safe, accessible, and well-maintained public space. The improvements will help to safeguard the City’s only public building and seat of government.

Design Costs

The one-time cost of designing this project is estimated at \$22,500. Unassigned General Fund balance will be used to fund this project.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET



Project Title: **Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection)**

Classification: **Transportation** Street Section ID: E/BET-AS-LCC

Funding Status: Funded (2018-19) Estimated Useful Life: 5 years

Priority

Alignment:



Healthy and safe



High in quality of life

Project Description

This project involves the rehabilitation of pavement along the specified street section, including replacement of deteriorated pavement and a surface seal of crack sealant and rubberized slurry. Pedestrian accessibility improvements will also be made along the street section and/or within the City.

Purpose

This project is a part of the City’s seven-year Pavement Management Plan to extend the useful life and improve the quality of pavement on street sections rated at a Pavement Condition Index (“PCI”) below 80. Ongoing pavement management helps to minimize the prolonged and more impactful work that typically accompanies projects involving significantly degraded pavement. As of January 2016, the specified street section had a PCI of 79.

Construction and Implementation Costs

The one-time cost of designing and constructing this project is estimated at \$110,250 (as of May 2016; subject to the completion of design documents, construction drawings, and competitive bids). Road Maintenance and Rehabilitation Program revenue will be used to fund this project.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET



Project Title: **Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 2 (El Toro Road and Moulton Parkway)**

Classification: **Transportation**

Funding Status: Contingent on the receipt of external funding (2018-19)

Priority

Alignment:



Healthy and safe



High in quality of life

Project Description

This project involves the improvement of pedestrian paths-of-travel, including elimination of gaps, lifts, and other uneven sidewalk surfaces; reconstruction of curb ramps; and/or, replacement of detectable warnings. Right-of-way may also be modified to increase navigable area and clearances.

Purpose

This project is based on the findings of an accessibility survey of City sidewalks and curb ramps. The improvements are intended to enhance ease of travel and promote compliance with the Americans with Disabilities Act of 1990, Architectural Barriers Act of 1968, and Rehabilitation Act of 1973.

Construction and Implementation Costs

The one-time cost of designing and constructing this project is estimated at \$145,700 (as of January 2017; subject to the completion of design documents, construction drawings, and competitive bids). This project is contingent on the receipt of external funding. The City anticipates applying for Community Development Block Grant ("CDBG") funding.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET



Project Title: **El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway) (Design)**

Classification: **Transportation/Green Spaces**

Funding Status: **Funded (2018-19)**

Priority

Alignment:



Healthy and safe



High in quality of life

Project Description

This project involves retrofitting two primarily turf grass medians with drought-tolerant landscaping, water efficient irrigation systems, and “purple pipe” for future recycled water use. The irrigated area of the medians will be limited to 25% of the pervious surface area. The medians are located on El Toro Road between Calle Sonora and Moulton Parkway.

Purpose

This project is intended to reduce irrigation-related water consumption and runoff through the replacement of turf grass with drought-tolerant plantings and overhead spray irrigation with a more water efficient alternative. Moving irrigation systems and plantings further from the curb face of the medians will also help prevent inadvertent runoff and related pavement damage. When available, the use of recycled water for irrigation will help conserve potable water, thereby reducing demand for imported water.

Design Costs

The one-time cost of designing this project is estimated at \$19,250. Fuel Tax revenue will be used to fund this project.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET



Project Title: City Hall Refurbishment and Safety Project: Phase 1 (Construction)

Classification: Buildings

Funding Status: Funded (2018-19)

Priority

Alignment:



Healthy and safe



Environmentally conscious

Project Description

This project involves refurbishments and safety improvements at City Hall, including the exterior, public areas, and stairwells. Improvements will include paint, façade repair, replacement of deteriorated signage, reconstruction of damaged planters, replacement of stained/worn carpeting and baseboards, accessibility improvements, and safety and security modifications.

Purpose

This project is intended to ensure that City Hall remains a safe, accessible, and well-maintained public space. The improvements will help to safeguard the City’s only public building and seat of government.

Construction and Implementation Costs

The one-time cost of constructing this project is estimated at \$165,000 (as of May 2017; subject to the completion of design documents, construction drawings, and competitive bids). Unassigned General Fund balance will be used to fund this project.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET

Project Title: **Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Projects**

Classification: **Transportation** Funding Status: Unfunded

Projected Funding Plan: See Table Below

Project Description

These projects involve the improvement of pedestrian paths-of-travel along El Toro Road, Moulton Parkway, and Santa Maria Avenue, including elimination of gaps, lifts, and other uneven sidewalk surfaces; reconstruction of curb ramps; and/or, replacement of detectable warnings. Right-of-way may also be modified to increase navigable area and clearances.

Street(s)
El Toro Road
Moulton Parkway and Santa Maria Avenue
El Toro Road and Santa Maria Avenue

Purpose

These projects are based on the findings of an accessibility survey of City sidewalks and curb ramps. The improvements are intended to enhance ease of travel and promote compliance with the Americans with Disabilities Act of 1990, Architectural Barriers Act of 1968, and Rehabilitation Act of 1973.

Construction and Implementation Costs

Over the course of fiscal years 2019-20 through 2022-23, the one-time cost of designing and constructing these projects is estimated at \$437,100 (as of January 2017; subject to the completion of design documents, construction drawings, and competitive bids). These projects are contingent on the receipt of external funding. The City anticipates applying for Community Development Block Grant ("CDBG") funding.

Street(s)	Anticipated Fiscal Year	Total
El Toro Road	2019-20	\$145,700
Moulton Parkway and Santa Maria Avenue	2021-22	\$145,700
El Toro Road and Santa Maria Avenue	2022-23	\$145,700
Total		\$437,100

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET

Project Title: **Pavement Management Plan Projects**

Classification: **Transportation** Funding Status: Unfunded

Projected Funding Plan: See Table Below

Project Description

These projects involve the rehabilitation of pavement, including replacement of deteriorated pavement and surface seals of crack sealant and rubberized slurry. Pedestrian accessibility improvements would also be made along the street sections and/or within the City.

Street Section ID	Street Section Location
W/BET-SNCC-AS	Westbound El Toro Road between Avenida Sevilla and Church Intersection
E/BRR-MP-RRLP	Eastbound Ridge Route Drive between Moulton Parkway and Ridge Route Linear Park

Purpose

These projects are a part of the City’s seven-year Pavement Management Plan to extend the useful life and improve the quality of pavement on street sections rated at a Pavement Condition Index (“PCI”) below 80. Ongoing pavement management helps to minimize the prolonged and more impactful work that typically accompanies projects involving significantly degraded pavement. As of January 2016, Street Section W/BET-SNCC-AS had a PCI of 78 and Street Section E/BRR-MP-RRLP had a PCI of 95.

Construction and Implementation Costs

Over the course of fiscal years 2019-20 through 2021-22, the one-time cost of constructing these projects is estimated at \$127,750 (as of June 2016; subject to the completion of design documents, construction drawings, and competitive bids). It is anticipated that Road Maintenance and Rehabilitation Program revenue will be used to fund these projects.

Street Section ID	Anticipated Fiscal Year	Pavement	Pedestrian Accessibility	Total
W/BET-SNCC-AS	2019-20	\$105,000	\$5,250	\$110,250
E/BRR-MP-RRLP	2021-22	\$15,000	\$2,500	\$17,500
Total		\$120,000	\$7,750	\$127,750

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET

Project Title: **El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway) (Construction)**

Classification: **Transportation/Green Spaces**

Funding Status: Unfunded

Projected Funding Plan: Fiscal Year 2019-20

Project Description

This project involves retrofitting two primarily turf grass medians with drought-tolerant landscaping, water efficient irrigation systems, and “purple pipe” for future recycled water use. The irrigated area of the medians will be limited to 25% of the impervious surface area. The medians are located on El Toro Road between Calle Sonora and Moulton Parkway.

Purpose

This project is intended to reduce irrigation-related water consumption and runoff through the replacement of turf grass with drought-tolerant plantings and overhead spray irrigation with a more water efficient alternative. Moving irrigation systems and plantings further from the curb face of the medians will also help prevent inadvertent runoff and related pavement damage. When available, the use of recycled water for irrigation will help conserve potable water, thereby reducing demand for imported water.

Construction and Implementation Costs

The one-time cost of constructing this project is estimated at \$95,000 (as of May 2017; subject to the completion of design documents, construction drawings, and competitive bids). It is anticipated that Fuel Tax revenue will be used to fund this project.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET

Project Title: **City Centre Park Lighting Improvement Project**

Classification: **Green Spaces** Funding Status: Unfunded

Projected Funding Plan: Fiscal Year 2023-24

Project Description

This project involves using existing conduit to install low-level walkway lighting along the serpentine walking path and hardscape areas in City Centre Park.

Purpose

This project is intended to improve the utility and function of City Centre Park. Light fixtures were part of the initial design for City Centre Park; however, only conduit to allow for future lighting was installed during construction.

Construction and Implementation Costs

The one-time cost of designing and constructing this project is estimated at \$115,000 (as of May 2016; subject to the completion of design documents, construction drawings, and competitive bids). No funding source has been identified; however, City personnel will seek grant opportunities.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET

Project Title: **Woods End Wilderness Preserve Trail Drainage and Improvement Project**

Classification: **Green Spaces** Funding Status: Unfunded

Projected Funding Plan: Fiscal Year 2020-21

Project Description

This project involves the construction of new drainage facilities, installation of crushed rock and gravel on the trail and access road, entry improvements, and safety and security modifications at Woods End Wilderness Preserve.

Purpose

This project is intended to improve drainage and prevent storm water runoff from the Woods End Wilderness Preserve trail and access road. It will also enhance the safety and condition of the City-maintained entry area.

Construction and Implementation Costs

The one-time cost of constructing this project is estimated at \$101,396 (as of May 2017; subject to competitive bids). It is anticipated that unassigned General Fund balance will be used to fund this project.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET

Project Title: **City Hall Emergency Backup Generator Project (Design)**

Classification: **Buildings** Funding Status: Unfunded

Projected Funding Plan: Fiscal Year 2019-20

Project Description

This project involves the installation of an emergency backup generator and automatic transfer switch at City Hall. The emergency backup generator will be capable of providing sufficient power to allow City Hall to function for a period of not less than 24 hours of continuous use.

Purpose

This project is intended to ensure the security, reliability, and functionality of City Hall during emergencies. The installation of an appropriately sized and configured emergency backup generator will support continuity of City Hall's operations during energy shortages and disruptions.

Design Costs

The one-time cost of designing this project is estimated at \$60,000. It is anticipated that unassigned General Fund balance will be used to fund this project.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET

Project Title: **City Hall Emergency Backup Generator Project
(Construction)**

Classification: **Buildings** Funding Status: Unfunded

Projected Funding Plan: Fiscal Year 2020-21

Project Description

This project involves the installation of an emergency backup generator and automatic transfer switch at City Hall. The emergency backup generator will be capable of providing sufficient power to allow City Hall to function for a period of not less than 24 hours of continuous use.

Purpose

This project is intended to ensure the security, reliability, and functionality of City Hall during emergencies. The installation of an appropriately sized and configured emergency backup generator will support continuity of City Hall's operations during energy shortages and disruptions.

Construction and Implementation Costs

The one-time cost of constructing this project is estimated at \$385,000 (as of May 2017; subject to the completion of design documents, construction drawings, and competitive bids). It is anticipated that unassigned General Fund balance will be used to fund this project.

CAPITAL IMPROVEMENT PROGRAM PROJECT WORKSHEET

Project Title: **City Hall Television Broadcast Improvement Project**

Classification: **Buildings** Funding Status: Unfunded

Projected Funding Plan: Fiscal Year 2020-21

Project Description

This project involves the replacement of analog video equipment in the City Council Chambers at City Hall with digital video equipment.

Purpose

This project is intended to improve the broadcast quality of the City’s local government television channel. Currently, individuals who use digital or high-definition televisions to view the City’s local government channel experience low picture quality as a result of existing analog video equipment.

Construction and Implementation Costs

The one-time cost of designing and constructing this project is estimated at \$75,000 (as of May 2017; subject to the completion of design documents, construction drawings, and competitive bids). It is anticipated that Public, Educational, and Governmental (“PEG”) Fees collected from cable television franchisees will be used to fund this project.

CITY OF LAGUNA WOODS
Fiscal Years 2017-18 and 2018-19 Capital Improvement Program - Funding Plan

EXPENDITURES		FY 14-15	FY 15-16	FY 2016-17	Year 1				Year 2					
#	Project Title	Estimated Project Cost	Funded FY 14-15	Funded FY 15-16	Funded FY 16-17	Amount Unfunded (If Partially Funded)	Budget FY 17-18 (General Fund)	Budget FY 17-18 (Transportation Funds)	Proposed FY 17-18 (Other)	Amount Unfunded (If Partially Funded)	Budget FY 18-19 (General Fund)	Budget FY 18-19 (Transportation Funds)	Budget FY 18-19 (Other)	Amount Unfunded (If Partially Funded)
TRANSPORTATION PROJECTS														
1	El Toro Road Traffic Signal Synchronization Project	\$ 642,500	\$ 720	\$ 611,800	\$ 29,980	-	-	-	-	-	-	-	-	-
2	Moulton Parkway Traffic Signal Synchronization Project	\$ 808,050	\$ 1,440	\$ 736,850	\$ 69,760	-	-	-	-	-	-	-	-	-
3	Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Paseo de Valencia)	\$ 157,500	-	-	-	-	-	\$ 157,500 *	-	-	-	-	-	-
4	Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection)	\$ 110,250	-	-	-	-	-	-	-	-	-	\$ 110,250 **	-	-
5	Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Church Intersection)	\$ 110,250	-	-	-	-	-	-	-	-	-	-	-	-
6	Pavement Management Plan Project (Eastbound Ridge Route Drive between Moulton Parkway and Ridge Route Linear Park)	\$ 17,500	-	-	-	-	-	-	-	-	-	-	-	-
7	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 1 (Moulton Parkway)	\$ 145,700	-	-	-	-	-	-	\$ 145,700 ***	-	-	-	-	-
8	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 2 (El Toro Road and Moulton Parkway)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	\$ 145,700 ****	-
9	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3 (El Toro Road)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	-	-
10	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 4 (Moulton Parkway and Santa Maria Avenue)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	-	-
11	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5 (El Toro Road and Santa Maria Avenue)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	-	-
12	Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue)	\$ 59,563	-	-	-	-	\$ 59,563	-	-	-	-	-	-	-
TRANSPORTATION / GREEN SPACES PROJECTS														
13	El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway) (Design)	\$ 19,250	-	-	-	-	-	-	-	-	-	\$ 19,250	-	-

CITY OF LAGUNA WOODS
Fiscal Years 2017-18 and 2018-19 Capital Improvement Program - Funding Plan

EXPENDITURES		FY 14-15	FY 15-16	FY 2016-17	Year 1				Year 2					
#	Project Title	Estimated Project Cost	Funded FY 14-15	Funded FY 15-16	Funded FY 16-17	Amount Unfunded (If Partially Funded)	Budget FY 17-18 (General Fund)	Budget FY 17-18 (Transportation Funds)	Proposed FY 17-18 (Other)	Amount Unfunded (If Partially Funded)	Budget FY 18-19 (General Fund)	Budget FY 18-19 (Transportation Funds)	Budget FY 18-19 (Other)	Amount Unfunded (If Partially Funded)
TRANSPORTATION / GREEN SPACES PROJECTS (continued)														
14	El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway) (Construction)	\$ 95,000	-	-	-	-	-	-	-	-	-	-	-	-
15	Moulton Parkway Water Efficient Median Improvement Project (Design)	\$ 52,250	-	\$ 52,250	-	-	-	-	-	-	-	-	-	-
16	Moulton Parkway Water Efficient Median Improvement Project (Construction)	\$ 273,914	-	-	\$ 273,914	-	-	-	-	-	-	-	-	-
GREEN SPACES PROJECTS														
17	City Centre Park Lighting Improvement Project	\$ 115,000	-	-	-	-	-	-	-	-	-	-	-	-
18	Woods End Wilderness Preserve Trail Drainage and Improvement Project	\$ 101,396	-	-	-	-	-	-	-	-	-	-	-	-
BUILDING PROJECTS														
19	City Hall Restroom Repair and Improvement Project (Construction)	\$ 283,363	-	-	-	-	\$ 283,363	-	-	-	-	-	-	-
20	City Hall Refurbishment and Safety Project: Phase 1 (Design)	\$ 22,500	-	-	-	-	\$ 22,500	-	-	-	-	-	-	-
21	City Hall Refurbishment and Safety Project: Phase 1 (Construction)	\$ 165,000	-	-	-	-	-	-	-	\$ 165,000	-	-	-	-
22	City Hall Emergency Backup Generator Project (Design)	\$ 60,000	-	-	-	-	-	-	-	-	-	-	-	-
23	City Hall Emergency Backup Generator Project (Construction)	\$ 385,000	-	-	-	-	-	-	-	-	-	-	-	-
24	City Hall Television Broadcast Improvement Project	\$ 75,000	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL (ALL PROJECTS)		\$ 4,281,786	\$ 2,160	\$ 1,400,900	\$ 373,654	\$ -	\$ 365,426	\$ 157,500	\$ 145,700	\$ -	\$ 165,000	\$ 129,500	\$ 145,700	\$ -
TRANSPORTATION-RELATED OPERATIONS & MAINTENANCE*****														
A	Measure M2 Fair Share Expenditures													
	Street Lighting - Public Right-of-Way	\$ 22,501	\$ 27,006	\$ 25,329	-	-	-	\$ 25,761	-	-	-	\$ 26,367	-	-
	Contract - Traffic Engineering	\$ 119,429	\$ 122,126	\$ 165,600	-	-	-	\$ 163,600	-	-	-	\$ 163,600	-	-
	Contract - Traffic Signal Maintenance	\$ 35,502	\$ 23,843	\$ 41,505	-	-	-	\$ 51,983	-	-	-	\$ 52,325	-	-
	Vendor Reimbursements (Prior Year Charges)	\$ (9,495)	-	-	-	-	-	-	-	-	-	-	-	-
	Allowable Overhead Costs	\$ 1,535	\$ 600	\$ 600	-	-	-	\$ 700	-	-	-	\$ 700	-	-
TOTAL		\$ 169,472	\$ 173,575	\$ 233,034	\$ -	\$ -	\$ -	\$ 242,044	\$ -	\$ -	\$ -	\$ 242,992	\$ -	\$ -

* \$50,000 in Road Maintenance and Rehabilitation Program revenue and \$107,500 in Fuel Tax revenue will be used to fund this project.

** Road Maintenance and Rehabilitation Program revenue will be used to fund this project.

*** This project is contingent on the City receiving external funding. The City anticipates receiving Community Development Block Grant (CDBG) funding.

**** This project is contingent on the City receiving external funding. The City anticipates applying for Community Development Block Grant (CDBG) funding.

***** This information is provided at the direction of the Orange County Transportation Authority. Operations and maintenance expenses are not capital improvement projects.

CITY OF LAGUNA WOODS
Fiscal Years 2019-20 through 2023-24 Capital Improvement Program - Projected Funding Plan

EXPENDITURES		Year 3				Year 4				Year 5				Year 6				Year 7					
#	Project Title	Estimated Project Cost	Projected FY 19-20 (General Fund)	Projected FY 19-20 (Transportation Funds)	Projected FY 19-20 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 20-21 (General Fund)	Projected FY 20-21 (Transportation Funds)	Projected FY 20-21 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 21-22 (General Fund)	Projected FY 21-22 (Transportation Funds)	Projected FY 21-22 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 22-23 (General Fund)	Projected FY 22-23 (Transportation Funds)	Projected FY 22-23 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 23-24 (General Fund)	Projected FY 23-24 (Transportation Funds)	Projected FY 23-24 (Other)	Amount Unfunded (If Partially Funded)	
TRANSPORTATION PROJECTS																							
1	El Toro Road Traffic Signal Synchronization Project	\$ 642,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2	Moulton Parkway Traffic Signal Synchronization Project	\$ 808,050	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3	Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Paseo de Valencia)	\$ 157,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4	Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection)	\$ 110,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5	Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Church Intersection)	\$ 110,250	-	\$ 110,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	Pavement Management Plan Project (Eastbound Ridge Route Drive between Moulton Parkway and Ridge Route Linear Park)	\$ 17,500	-	-	-	-	-	-	-	-	\$ 17,500	-	-	-	-	-	-	-	-	-	-	-	
7	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 1 (Moulton Parkway)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 2 (El Toro Road and Moulton Parkway)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3 (El Toro Road)	\$ 145,700	-	-	\$ 145,700 *	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
10	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 4 (Moulton Parkway and Santa Maria Avenue)	\$ 145,700	-	-	-	-	-	-	-	-	-	\$ 145,700 **	-	-	-	-	-	-	-	-	-	-	
11	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5 (El Toro Road and Santa Maria Avenue)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	-	-	\$ 145,700 **	-	-	-	-	-	-	-	
12	Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue)	\$ 59,563	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TRANSPORTATION / GREEN SPACES PROJECTS																							
13	El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway) (Design)	\$ 19,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
14	El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway) (Construction)	\$ 95,000	-	\$ 95,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
15	Moulton Parkway Water Efficient Median Improvement Project (Design)	\$ 52,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
16	Moulton Parkway Water Efficient Median Improvement Project (Construction)	\$ 273,914	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
GREEN SPACES PROJECTS																							
17	City Centre Park Lighting Improvement Project	\$ 115,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 115,000	-	-	-
18	Woods End Wilderness Preserve Trail Drainage and Improvement Project	\$ 101,396	-	-	-	-	\$ 101,396	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
BUILDING PROJECTS																							
19	City Hall Restroom Repair and Improvement Project (Construction)	\$ 283,363	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
20	City Hall Refurbishment and Safety Project: Phase 1 (Design)	\$ 22,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
21	City Hall Refurbishment and Safety Project: Phase 1 (Construction)	\$ 165,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
22	City Hall Emergency Backup Generator Project (Design)	\$ 60,000	\$ 60,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
23	City Hall Emergency Backup Generator Project (Construction)	\$ 385,000	-	-	-	-	\$ 385,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
24	City Hall Television Broadcast Improvement Project	\$ 75,000	-	-	-	-	-	\$ 75,000 ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL (ALL PROJECTS)		\$ 4,281,786	\$ 60,000	\$ 205,250	\$ 145,700	\$ -	\$ 486,396	\$ -	\$ 75,000	\$ -	\$ -	\$ 17,500	\$ 145,700	\$ -	\$ -	\$ -	\$ 145,700	\$ -	\$ 115,000	\$ -	\$ -	\$ -	

CITY OF LAGUNA WOODS
Fiscal Years 2019-20 through 2023-24 Capital Improvement Program - Projected Funding Plan

EXPENDITURES		Year 3				Year 4				Year 5				Year 6				Year 7				
		Estimated Project Cost	Projected FY 19-20 (General Fund)	Projected FY 19-20 (Transportation Funds)	Projected FY 19-20 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 20-21 (General Fund)	Projected FY 20-21 (Transportation Funds)	Projected FY 20-21 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 21-22 (General Fund)	Projected FY 21-22 (Transportation Funds)	Projected FY 21-22 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 22-23 (General Fund)	Projected FY 22-23 (Transportation Funds)	Projected FY 22-23 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 23-24 (General Fund)	Projected FY 23-24 (Transportation Funds)	Projected FY 23-24 (Other)	Amount Unfunded (If Partially Funded)
A	Measure M2 Fair Share Expenditures																					
	Street Lighting - Public Right-of-Way		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Contract - Traffic Engineering		\$ 163,600	-	-	-	- \$ 167,440	-	-	-	- \$ 167,440	-	-	-	- \$ 167,440	-	-	-	- \$ 167,440	-	-	-
	Contract - Traffic Signal Maintenance		\$ 52,682	-	-	-	- \$ 53,048	-	-	-	- \$ 54,359	-	-	-	- \$ 54,359	-	-	-	- \$ 54,359	-	-	-
	Vendor Reimbursements (Prior Year Charges)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Allowable Overhead Costs		\$ 700	-	-	-	- \$ 750	-	-	-	- \$ 750	-	-	-	- \$ 700	-	-	-	- \$ 700	-	-	-
	TOTAL		\$ 216,982	\$ -	\$ -	\$ -	\$ -	\$ 221,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 222,549	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* This project is contingent on the City receiving external funding. The City anticipates receiving Community Development Block Grant (CDBG) funding.

** This project is contingent on the City receiving external funding. The City anticipates applying for Community Development Block Grant (CDBG) funding.

*** This project would be funded using Public, Educational, and Governmental ("PEG") fees.

**** This information is provided at the direction of the Orange County Transportation Authority. Operations and maintenance expenses are not capital improvement projects.

RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE SEVEN-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2017-18 THROUGH 2023-24 IN COMFORMANCE WITH MEASURE M2 AND ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 REQUIREMENTS

WHEREAS, the City of Laguna Woods (“City”) seeks to maintain its eligibility to receive apportionments of Measure M2 sales tax revenues and Road Repair and Accountability Act of 2017 revenues that can be used to fund transportation-related projects and programs; and

WHEREAS, a prerequisite of such eligibility for the City is the annual filing of a Measure M2 eligibility package for review and approval by the Orange County Transportation Authority; and

WHEREAS, one component of the Measure M2 eligibility package is the preparation and adoption of a Seven-Year Capital Improvement Program (“CIP”) which includes, at a minimum, all projects and programs which are needed to meet and maintain adopted levels of service performance standards, in addition to all projects and programs proposed to receive Measure M2 funding; and

WHEREAS, the Road Repair and Accountability Act of 2017 includes a Road Maintenance and Rehabilitation Account (“RMRA”) with certain budgeting and annual reporting requirements in order to receive an apportionment of RMRA funds from the State Controller in a fiscal year; and

WHEREAS, the Fiscal Year 2017-18 expenditures identified in the CIP are consistent with the City’s adopted Fiscal Year 2017-18 Budget; and

WHEREAS, the Fiscal Year 2018-19 expenditures identified in the CIP are consistent with the City’s adopted Fiscal Year 2018-19 Budget; and

WHEREAS, the CIP, for the purpose of Measure M2 eligibility, is recognized as a program and project finance and planning tool to assist local governments in the long-term development and funding of transportation-related programs and projects, and not a budget commitment beyond the fiscal year(s) for which budgets have been adopted by the City Council; and

WHEREAS, the CIP is updated annually to include adjustments to funding and project schedules; and

WHEREAS, subsequent to adoption of the CIP for Fiscal Years 2017-18 through 2023-24, the State of California released annual reporting guidelines related to the Road Repair and Accountability Act of 2017 and, specifically, the RMRA provided for therein; and

WHEREAS, after reviewing the aforementioned annual reporting guidelines, staff has recommended that the City Council amend the CIP for Fiscal Years 2017-18 through 2023-24 to ensure compliance and eligibility to receive appropriations of RMRA revenue.

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

SECTION 1. The City’s Seven-Year Capital Improvement Program for Fiscal Years 2017-18 through 2023-24 is amended and adopted in conformance with Measure M2 and Road Repair and Accountability Act of 2017 requirements, as attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Deputy City Clerk shall certify to the adoption 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 a 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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CITY OF LAGUNA WOODS
Fiscal Years 2017-18 and 2018-19 Capital Improvement Program - Funding Plan

EXPENDITURES		FY 14-15	FY 15-16	FY 2016-17	Year 1				Year 2					
#	Project Title	Estimated Project Cost	Funded FY 14-15	Funded FY 15-16	Funded FY 16-17	Amount Unfunded (If Partially Funded)	Budget FY 17-18 (General Fund)	Budget FY 17-18 (Transportation Funds)	Proposed FY 17-18 (Other)	Amount Unfunded (If Partially Funded)	Budget FY 18-19 (General Fund)	Budget FY 18-19 (Transportation Funds)	Budget FY 18-19 (Other)	Amount Unfunded (If Partially Funded)
TRANSPORTATION PROJECTS														
1	El Toro Road Traffic Signal Synchronization Project	\$ 642,500	\$ 720	\$ 611,800	\$ 29,980	-	-	-	-	-	-	-	-	-
2	Moulton Parkway Traffic Signal Synchronization Project	\$ 808,050	\$ 1,440	\$ 736,850	\$ 69,760	-	-	-	-	-	-	-	-	-
3	Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Paseo de Valencia)	\$ 157,500	-	-	-	-	-	\$ 157,500 *	-	-	-	-	-	-
4	Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection)	\$ 110,250	-	-	-	-	-	-	-	-	-	\$ 110,250 **	-	-
5	Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Church Intersection)	\$ 110,250	-	-	-	-	-	-	-	-	-	-	-	-
6	Pavement Management Plan Project (Eastbound Ridge Route Drive between Moulton Parkway and Ridge Route Linear Park)	\$ 17,500	-	-	-	-	-	-	-	-	-	-	-	-
7	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 1 (Moulton Parkway)	\$ 145,700	-	-	-	-	-	-	\$ 145,700 ***	-	-	-	-	-
8	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 2 (El Toro Road and Moulton Parkway)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	\$ 145,700 ****	-
9	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3 (El Toro Road)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	-	-
10	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 4 (Moulton Parkway and Santa Maria Avenue)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	-	-
11	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5 (El Toro Road and Santa Maria Avenue)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	-	-
12	Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue)	\$ 59,563	-	-	-	-	\$ 59,563	-	-	-	-	-	-	-
TRANSPORTATION / GREEN SPACES PROJECTS														
13	El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway) (Design)	\$ 19,250	-	-	-	-	-	-	-	-	-	\$ 19,250	-	-

CITY OF LAGUNA WOODS
Fiscal Years 2017-18 and 2018-19 Capital Improvement Program - Funding Plan

EXPENDITURES		FY 14-15	FY 15-16	FY 2016-17	Year 1				Year 2					
#	Project Title	Estimated Project Cost	Funded FY 14-15	Funded FY 15-16	Funded FY 16-17	Amount Unfunded (If Partially Funded)	Budget FY 17-18 (General Fund)	Budget FY 17-18 (Transportation Funds)	Proposed FY 17-18 (Other)	Amount Unfunded (If Partially Funded)	Budget FY 18-19 (General Fund)	Budget FY 18-19 (Transportation Funds)	Budget FY 18-19 (Other)	Amount Unfunded (If Partially Funded)
TRANSPORTATION / GREEN SPACES PROJECTS (continued)														
14	El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway) (Construction)	\$ 95,000	-	-	-	-	-	-	-	-	-	-	-	-
15	Moulton Parkway Water Efficient Median Improvement Project (Design)	\$ 52,250	-	\$ 52,250	-	-	-	-	-	-	-	-	-	-
16	Moulton Parkway Water Efficient Median Improvement Project (Construction)	\$ 273,914	-	-	\$ 273,914	-	-	-	-	-	-	-	-	-
GREEN SPACES PROJECTS														
17	City Centre Park Lighting Improvement Project	\$ 115,000	-	-	-	-	-	-	-	-	-	-	-	-
18	Woods End Wilderness Preserve Trail Drainage and Improvement Project	\$ 101,396	-	-	-	-	-	-	-	-	-	-	-	-
BUILDING PROJECTS														
19	City Hall Restroom Repair and Improvement Project (Construction)	\$ 283,363	-	-	-	-	\$ 283,363	-	-	-	-	-	-	-
20	City Hall Refurbishment and Safety Project: Phase 1 (Design)	\$ 22,500	-	-	-	-	\$ 22,500	-	-	-	-	-	-	-
21	City Hall Refurbishment and Safety Project: Phase 1 (Construction)	\$ 165,000	-	-	-	-	-	-	-	\$ 165,000	-	-	-	-
22	City Hall Emergency Backup Generator Project (Design)	\$ 60,000	-	-	-	-	-	-	-	-	-	-	-	-
23	City Hall Emergency Backup Generator Project (Construction)	\$ 385,000	-	-	-	-	-	-	-	-	-	-	-	-
24	City Hall Television Broadcast Improvement Project	\$ 75,000	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL (ALL PROJECTS)		\$ 4,281,786	\$ 2,160	\$ 1,400,900	\$ 373,654	\$ -	\$ 365,426	\$ 157,500	\$ 145,700	\$ -	\$ 165,000	\$ 129,500	\$ 145,700	\$ -
TRANSPORTATION-RELATED OPERATIONS & MAINTENANCE*****														
A	Measure M2 Fair Share Expenditures													
	Street Lighting - Public Right-of-Way	\$ 22,501	\$ 27,006	\$ 25,329	-	-	-	\$ 25,761	-	-	-	\$ 26,367	-	-
	Contract - Traffic Engineering	\$ 119,429	\$ 122,126	\$ 165,600	-	-	-	\$ 163,600	-	-	-	\$ 163,600	-	-
	Contract - Traffic Signal Maintenance	\$ 35,502	\$ 23,843	\$ 41,505	-	-	-	\$ 51,983	-	-	-	\$ 52,325	-	-
	Vendor Reimbursements (Prior Year Charges)	\$ (9,495)	-	-	-	-	-	-	-	-	-	-	-	-
	Allowable Overhead Costs	\$ 1,535	\$ 600	\$ 600	-	-	-	\$ 700	-	-	-	\$ 700	-	-
TOTAL		\$ 169,472	\$ 173,575	\$ 233,034	\$ -	\$ -	\$ -	\$ 242,044	\$ -	\$ -	\$ -	\$ 242,992	\$ -	\$ -

* \$50,000 in Road Maintenance and Rehabilitation Program revenue and \$107,500 in Fuel Tax revenue will be used to fund this project.

** Road Maintenance and Rehabilitation Program revenue will be used to fund this project.

*** This project is contingent on the City receiving external funding. The City anticipates receiving Community Development Block Grant (CDBG) funding.

**** This project is contingent on the City receiving external funding. The City anticipates applying for Community Development Block Grant (CDBG) funding.

***** This information is provided at the direction of the Orange County Transportation Authority. Operations and maintenance expenses are not capital improvement projects.

CITY OF LAGUNA WOODS
Fiscal Years 2019-20 through 2023-24 Capital Improvement Program - Projected Funding Plan

EXPENDITURES		Year 3				Year 4				Year 5				Year 6				Year 7					
#	Project Title	Estimated Project Cost	Projected FY 19-20 (General Fund)	Projected FY 19-20 (Transportation Funds)	Projected FY 19-20 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 20-21 (General Fund)	Projected FY 20-21 (Transportation Funds)	Projected FY 20-21 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 21-22 (General Fund)	Projected FY 21-22 (Transportation Funds)	Projected FY 21-22 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 22-23 (General Fund)	Projected FY 22-23 (Transportation Funds)	Projected FY 22-23 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 23-24 (General Fund)	Projected FY 23-24 (Transportation Funds)	Projected FY 23-24 (Other)	Amount Unfunded (If Partially Funded)	
TRANSPORTATION PROJECTS																							
1	El Toro Road Traffic Signal Synchronization Project	\$ 642,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2	Moulton Parkway Traffic Signal Synchronization Project	\$ 808,050	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3	Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Paseo de Valencia)	\$ 157,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4	Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection)	\$ 110,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5	Pavement Management Plan Project (Westbound El Toro Road between Avenida Sevilla and Church Intersection)	\$ 110,250	-	\$ 110,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	Pavement Management Plan Project (Eastbound Ridge Route Drive between Moulton Parkway and Ridge Route Linear Park)	\$ 17,500	-	-	-	-	-	-	-	-	\$ 17,500	-	-	-	-	-	-	-	-	-	-	-	
7	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 1 (Moulton Parkway)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 2 (El Toro Road and Moulton Parkway)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3 (El Toro Road)	\$ 145,700	-	-	\$ 145,700 *	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
10	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 4 (Moulton Parkway and Santa Maria Avenue)	\$ 145,700	-	-	-	-	-	-	-	-	-	\$ 145,700 **	-	-	-	-	-	-	-	-	-	-	
11	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5 (El Toro Road and Santa Maria Avenue)	\$ 145,700	-	-	-	-	-	-	-	-	-	-	-	-	\$ 145,700 **	-	-	-	-	-	-	-	
12	Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue)	\$ 59,563	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TRANSPORTATION / GREEN SPACES PROJECTS																							
13	El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway) (Design)	\$ 19,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
14	El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway) (Construction)	\$ 95,000	-	\$ 95,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
15	Moulton Parkway Water Efficient Median Improvement Project (Design)	\$ 52,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
16	Moulton Parkway Water Efficient Median Improvement Project (Construction)	\$ 273,914	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
GREEN SPACES PROJECTS																							
17	City Centre Park Lighting Improvement Project	\$ 115,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 115,000	-	-	-
18	Woods End Wilderness Preserve Trail Drainage and Improvement Project	\$ 101,396	-	-	-	-	\$ 101,396	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
BUILDING PROJECTS																							
19	City Hall Restroom Repair and Improvement Project (Construction)	\$ 283,363	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
20	City Hall Refurbishment and Safety Project: Phase 1 (Design)	\$ 22,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
21	City Hall Refurbishment and Safety Project: Phase 1 (Construction)	\$ 165,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
22	City Hall Emergency Backup Generator Project (Design)	\$ 60,000	\$ 60,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
23	City Hall Emergency Backup Generator Project (Construction)	\$ 385,000	-	-	-	-	\$ 385,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
24	City Hall Television Broadcast Improvement Project	\$ 75,000	-	-	-	-	-	\$ 75,000 ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL (ALL PROJECTS)		\$ 4,281,786	\$ 60,000	\$ 205,250	\$ 145,700	\$ -	\$ 486,396	\$ -	\$ 75,000	\$ -	\$ -	\$ 17,500	\$ 145,700	\$ -	\$ -	\$ -	\$ 145,700	\$ -	\$ 115,000	\$ -	\$ -	\$ -	

CITY OF LAGUNA WOODS
Fiscal Years 2019-20 through 2023-24 Capital Improvement Program - Projected Funding Plan

EXPENDITURES		Year 3				Year 4				Year 5				Year 6				Year 7				
		Estimated Project Cost	Projected FY 19-20 (General Fund)	Projected FY 19-20 (Transportation Funds)	Projected FY 19-20 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 20-21 (General Fund)	Projected FY 20-21 (Transportation Funds)	Projected FY 20-21 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 21-22 (General Fund)	Projected FY 21-22 (Transportation Funds)	Projected FY 21-22 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 22-23 (General Fund)	Projected FY 22-23 (Transportation Funds)	Projected FY 22-23 (Other)	Amount Unfunded (If Partially Funded)	Projected FY 23-24 (General Fund)	Projected FY 23-24 (Transportation Funds)	Projected FY 23-24 (Other)	Amount Unfunded (If Partially Funded)
A	Measure M2 Fair Share Expenditures																					
	Street Lighting - Public Right-of-Way		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Contract - Traffic Engineering		\$ 163,600	-	-	-	\$ 167,440	-	-	-	\$ 167,440	-	-	-	\$ 167,440	-	-	-	\$ 167,440	-	-	-
	Contract - Traffic Signal Maintenance		\$ 52,682	-	-	-	\$ 53,048	-	-	-	\$ 54,359	-	-	-	\$ 54,359	-	-	-	\$ 54,359	-	-	-
	Vendor Reimbursements (Prior Year Charges)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Allowable Overhead Costs		\$ 700	-	-	-	\$ 750	-	-	-	\$ 750	-	-	-	\$ 700	-	-	-	\$ 700	-	-	-
	TOTAL		\$ 216,982	\$ -	\$ -	\$ -	\$ 221,238	\$ -	\$ -	\$ -	\$ 222,549	\$ -	\$ -	\$ -	\$ 222,499	\$ -	\$ -	\$ -	\$ 222,499	\$ -	\$ -	\$ -

* This project is contingent on the City receiving external funding. The City anticipates receiving Community Development Block Grant (CDBG) funding.
 ** This project is contingent on the City receiving external funding. The City anticipates applying for Community Development Block Grant (CDBG) funding.
 *** This project would be funded using Public, Educational, and Governmental ("PEG") fees.
 **** This information is provided at the direction of the Orange County Transportation Authority. Operations and maintenance expenses are not capital improvement projects.

6.5
LOCAL HAZARD MITIGATION PLAN UPDATE
(NO REPORT)

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6.6
BUILDING OFFICIAL SERVICES

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
WILLDAN ENGINEERING
FOR BUILDING OFFICIAL SERVICES**

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

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

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

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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 to the extent resulting from the negligent or willful, wrongful 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: Willdan Engineering
ATTN: Director of Building and Safety
2401 East Katella Avenue, Suite 300
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 FOLLOWING 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 _____
James M. Guerra, CBO
Director of Building and Safety

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall perform and complete building official 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.

Building Official Services

CONSULTANT shall provide building official services, including, but not limited to:

- Managing contract building inspection, permit counter, and building plan review functions;
- Enforcing and interpreting building codes, ordinances, regulations, policies, and standards;
- Overseeing implementation of building codes, ordinances, regulations, policies, and standards;
- Evaluating and making determinations related to the use of alternate means and materials;
- Responding to concerns and complaints from residents, businesses, and other parties;
- Preparing, compiling, and disseminating qualitative and quantitative documentation and data, including procedures, correspondence, reports, inventories, logs, records, and photographs;
- Preparing Senate Bill 1473 and Strong Motion Instrumentation Program (SMIP) fee reports;
- Conducting process reviews and evaluations and making related recommendations to CITY regarding the efficient, effective, and economical conduct of building services;
- Providing testimony and evidence for administrative and legal proceedings;
- Assisting with training, community events, and business and public outreach;
- Providing permit counter issuance and building plan review services;
- Conducting emergency (e.g., fire damage) and other building inspections, as needed; and
- Fulfilling duties as set forth in the California Building Code and other applicable codes.

CONSULTANT shall be available to provide training and outreach to CITY, applicants, and other parties on matters related to building official services, upon request.

Schedule

CONSULTANT shall provide nine (9) hours per week of regular building official services on two weekdays per week for four and one-half (4.5) hours each day to be regularly scheduled by CITY and CONSULTANT. Regular building official services shall not be provided on any day when Laguna Woods City Hall is closed, unless previously authorized in writing by CITY. CITY reserves the right to cancel any regular building official service day with at least 48 hours advance notice.

CONSULTANT shall provide additional building official services on an as-needed basis, on any day of the week (including weekends and holidays), within two (2) hours of a request by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as-needed building official services.

Standards for Personnel

1. CONSULTANT shall designate a project manager who shall be responsible for overseeing all work performed under this AGREEMENT and coordinating the same with CITY. He or she shall have at least three (3) years of experience involving building official services and be fluent in the English language.
2. At all times, CONSULTANT's assigned personnel responsible for providing building official services shall possess the following minimum qualifications:
 - Building Official certification (CBO) from the International Code Council; and
 - Two (2) years of building official experience in the state of California; or
 - Such other experience, education, certification, and/or training to demonstrate knowledge of the duties and skills required of a building official, as determined adequate by CITY.

Other Requirements

1. CONSULTANT's assigned personnel responsible for providing building official services shall wear uniforms consisting of a polo, dress-style, or similar shirt with collar; long, pants; closed toe shoes; and, identification card in form sufficient to CITY. Uniforms shall be well maintained and in good condition at all times.
2. CONSULTANT's assigned personnel responsible for providing building official services shall be provided by CONSULTANT with all equipment necessary to perform building official services including, but not limited to, cellular telephones and personal protective equipment to safely enter and inspect buildings. CITY shall make available to CONSULTANT a small workspace, telephone, computer, printer, and copier at Laguna Woods City Hall.
3. CONSULTANT's assigned personnel responsible for providing building official services shall document the services that they provide on paper forms and Microsoft Word and Excel documents in form sufficient to CITY. If CITY implements building-related software, CONSULTANT's assigned personnel responsible for providing building official services shall be required to use it in the performance of their services.
4. CONSULTANT's assigned personnel responsible for providing building official services shall retrieve and respond to all emails, voicemails, and messages received prior to the beginning of each shift, no later than the end of that same shift, and document the same in form sufficient to CITY.

EXHIBIT "B"
COMPENSATION

CONSULTANT shall be compensated on an hourly basis using the following rates:

<u>Service</u>	<u>Hourly Rate</u> <u>Weekdays¹</u>	<u>Hourly Rate</u> <u>Weekends/Federal</u> <u>Holidays¹</u>
Building Official Services	\$120 per hour	\$180 per hour

¹ Hourly rates are not subject to minimums or maximums and are all inclusive with the exception of reproduction; oversized and specialty printing; and, courier and mailing services, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost (as evidenced by receipts). Reproduction and oversized and specialty printing shall be subject to a 10% markup over cost. CONSULTANT shall not be reimbursed for any other expenses including, but not limited to, mileage; travel; lodging; food; drink; computer, voice, and data line usage; and, the provision and maintenance of required uniforms or equipment.

Hourly rates will not increase during the term of this AGREEMENT.

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 6.6

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

ITEM 6.6

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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6.7
DRAINAGE IMPROVEMENT PROJECT
(MOULTON PARKWAY AT SANTA MARIA
AVENUE)
(NO REPORT)

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6.8 DESIGNATED POSTING LOCATIONS

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RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 02-33 AND DESIGNATING POSTING LOCATIONS FOR AGENDAS FOR CITY COUNCIL AND OTHER MEETINGS AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 54954.2

WHEREAS, California Government Code Section 54954.2 requires cities to post agendas for meetings of the City Council and other meetings subject to the Ralph M. Brown Act "... in a location that is freely accessible to members of the public and on the [City's] Internet Web site..."; and

WHEREAS, Resolution No. 02-33 designated locations for the posting of agendas, ordinances, and resolutions, when required by state law; and

WHEREAS, the property owner of one of the posting locations designated by Resolution No. 02-33 (Valencia Shopping Center) has provided the City with notice of their intent not to extend the current agreement for the City's use of the posting location beyond the existing term ending September 30, 2017; and

WHEREAS, Resolution No. 02-33 also designated posting locations for ordinances pursuant to California Government Code Section 36933, as well as for resolutions; however, such designations are unnecessary as the City's requirements under California Government Code Section 36933 are satisfied by publishing in a newspaper of general circulation published and circulated in Laguna Woods; and

WHEREAS, it is advisable to update designated posting locations.

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

SECTION 1. Resolution No. 02-33 is hereby repealed in its entirety.

SECTION 2. When posting of an agenda for a meeting is required by California Government Code Section 54954.2, such posting shall occur at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637, as well as on the City's Internet Web site. Posting may also occur at the Home Depot Center in

the general vicinity of 24338 El Toro Road, Laguna Woods, CA 92637, subject to the respective property owner’s approval.

SECTION 3. The Deputy City Clerk shall certify to the adoption 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 a 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

8.1
CONTRACT LAW ENFORCEMENT COST AND
EFFICIENCY STUDY

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: September 20, 2017 Regular Meeting

SUBJECT: Contract Law Enforcement Cost and Efficiency Study

Recommendation

1. Approve the memorandum of understanding between the City of Mission Viejo and the cities of Aliso Viejo, Dana Point, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Stanton, Villa Park, and Yorba Linda for the Orange County Sheriff-Coroner Department's Contract Law Enforcement Cost and Efficiency Study and authorize the City Manager to execute the memorandum of understanding, subject to approval as to form by the City Attorney.

AND

2. Authorize the expenditure of up to \$10,000 from the Fiscal Year 2017-18 General Fund City Council Contingency to fund the City's participation in the Contract Law Enforcement Cost and Efficiency Study.

Background

Over the last 10 fiscal years, Orange County Sheriff's Department contract costs for providing law enforcement services have increased by approximately 33% across all 13 contract cities, with approximately 26% of the increase occurring in the last five years. Due to the manner in which services are provided, most of the ability to control costs are outside of city control, but within the control of the Orange County Board of Supervisors, the Orange County Sheriff's Department, other County agencies, and the Orange County Employees Retirement System.

Law enforcement costs are the single largest expenditure in the City's General Fund operating budget, at 49.3% or 2,603,724 in Fiscal Year 2017-18 and 51.0% or 2,777,974 in Fiscal Year 2018-19, based on gross contract value. Future costs are expected to continue to increase at an unsustainable rate, significantly in excess of inflation. Simply put, law enforcement costs represent both a near-term threat to other City services and a long-term threat to the City's solvency.

In an effort to identify potential cost savings and operational efficiencies that would result in cost savings, the city managers of the 13 contract cities have discussed, developed, and agreed upon a memorandum of understanding and scope of work (Attachment A) that would include retaining the services of an independent third party consultant to review and analyze existing agreements, the contract model, cost assumptions, methodologies, allocations, and law enforcement strategies. The goal of this effort, if approved by the respective city councils, would be to ensure the long-term sustainability of the Orange County Sheriff's Department's individual and aggregate contract law enforcement services.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on the proposed memorandum of understanding for the Orange County Sheriff-Coroner Department's Contract Law Enforcement Cost and Efficiency Study (Attachment A). Staff recommends that the City Council approve the proposed memorandum of understanding and authorize related expenditures, in order to enable the City's participation in the study. It is not yet known when the study would be complete, although it is anticipated to be prior to December 2018.

Fiscal Impact

The total cost of the Orange County Sheriff-Coroner Department's Contract Law Enforcement Cost and Efficiency Study is estimated to be \$300,000. Costs would be split among the 13 contract cities based on population. The City's estimated cost-share would be \$7,595.64. To the extent that the actual cost of the study is greater than or less than \$300,000, the City's cost-share may change. Accordingly, staff is requesting authorization to expend up to \$10,000 from the Fiscal Year 2017-18 General Fund City Council Contingency. The Fiscal Year 2017-18 General Fund City Council Contingency has an available balance of \$50,000 (if Item 6.5 is approved, the available balance will be \$33,500).

Attachment: A – Proposed Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CITY OF MISSION VIEJO

AND

**THE CITIES OF ALISO VIEJO, DANA POINT, LAGUNA HILLS, LAGUNA NIGUEL,
LAGUNA WOODS, LAKE FOREST, RANCHO SANTA MARGARITA,
SAN CLEMENTE, SAN JUAN CAPISTRANO, STANTON,
VILLA PARK, AND YORBA LINDA**

FOR

**THE ORANGE COUNTY SHERIFF-CORONER DEPARTMENT'S CONTRACT LAW
ENFORCEMENT COST AND EFFICIENCY STUDY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referenced as "MOU") is effective and enforceable this _____ day of _____, 2017, by and between the CITY OF MISSION VIEJO, ("MISSION VIEJO") and the CITIES OF ALISO VIEJO, DANA POINT, LAGUNA HILLS, LAGUNA NIGUEL, LAGUNA WOODS, LAKE FOREST, RANCHO SANTA MARGARITA, SAN CLEMENTE, SAN JUAN CAPISTRANO, STANTON, VILLA PARK, AND YORBA LINDA, all of which are general law cities and municipal corporations organized and existing under the laws of the State of California (the "CITIES"). The foregoing CITIES may each hereinafter also be referred to singularly as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Parties individually contract with the Orange County Sheriff's Department (the "Sheriff") for law enforcement services pursuant to individual, annual contracts (the "Agreements") ; and

WHEREAS, with the exception of the number and classification of direct positions purchased, the terms of the Agreements and the cost assumptions, methodologies and allocations of indirect costs, regional/shared staffing, and other cost/revenues are generally applied to each Party's individual law enforcement service Agreement with the Sheriff; and

WHEREAS, the Parties acknowledge that over the last ten fiscal years, costs charged by the Sheriff have increased on average by 33%, with approximately 26% of the increase occurring in the last five years; and

WHEREAS, the Parties acknowledge that most changes to cost are not within the Parties control, but are within the control of several County of Orange entities: the Orange County Board of Supervisors, the Sheriff, other County agencies, and the Orange County Employees Retirement System; and

WHEREAS, the Parties have concluded, based on facts, that the cost of the Sheriff's Agreement is becoming a greater percentage of the Parties General Fund budgets and threatens the provision of other vital municipal services; and

WHEREAS, the Parties recognize that the provision of law enforcement services and overall public safety is a primary role of local government and agree that it is in the best interests of the Parties and the Sheriff to explore options and efficiencies that will ensure the long-term sustainability of the Sheriff's individual and aggregate contract law enforcement services; and

WHEREAS, the Parties further recognize the need to have an independent third party review and analyze the existing Agreements model, cost assumptions,

methodologies and allocations, and cost-benefit of certain programs and law enforcement strategies; and

WHEREAS, the Parties have expressed an interest to collaborate on retaining the services of a qualified professional consulting firm or combination of firms to evaluate the Agreements, analyze alternative service delivery models within the Agreements, review cost assumptions, methodologies and allocations, and determine the cost-benefit of certain programs and prepare a final report with recommendations (hereinafter collectively referred to as the "PROJECT"); and

WHEREAS, the Parties have agreed to mutually and proportionally share in the costs of the PROJECT; and

WHEREAS, the Parties wish to enter into this MOU for the purpose of formalizing the agreement to carry out the PROJECT by and between the Parties; and

WHEREAS, each Party hereby commits that it shall designate a responsible individual(s) to act as the lead for the respective Party and that each Party shall further commit to attend regular meetings as agreed to by the majority of the Parties and to diligently and actively participate and cooperate with each and every other Party in order to facilitate the timely completion of the PROJECT.

NOW, THEREFORE, in light of the joint and mutual consideration by and from each Party, and to accomplish the intent of the Parties, the Parties enter into this MOU with respect to the matters set forth herein as follows:

AGREEMENT

1. **Cooperation.** The Parties agree to cooperate and coordinate to the extent practicable in the performance of the work required for the PROJECT.

Furthermore, the Parties agree that each will cooperate and coordinate with the other in all duties, obligations, and activities covered by this MOU. Further, the Parties agree to work diligently together and in good faith, using their reasonable best efforts in the performance of this MOU.

2. Designated Personnel. In order to ensure prompt and continued cooperation and coordination between the Parties, the Parties agree to each designate, identify and authorize a responsible individual to act on behalf of and as the lead for the Party and to perform any administrative tasks needed as part of this MOU. Each Party shall designate its City Manager, or the City Manager's designee, as the responsible individual. The intent of the Parties is that the responsible individual shall possess the relevant experience and authority to address the various issues that may arise during the term of this MOU. Notwithstanding Section 3 below, all communications relating to this MOU or the PROJECT shall be exchanged between the designated individuals for each Party.

3. Term. This MOU shall continue in full force and effect through December 31, 2018, unless terminated earlier by mutual written consent of all of the Parties. Termination shall not occur by action of a Party, or the Parties, until all payments due or costs encumbered have been paid in full. The term of this MOU may only be extended upon mutual written agreement of the Parties.

4. Contract Law Enforcement Services Evaluation. The Parties agree that the most efficient way to accomplish the goals and objectives of this MOU and to explore various options and recommendations to improve efficiencies and control costs is to retain the services of a qualified professional consulting firm or combination of

firms, who are to conduct a comprehensive Contract Law Enforcement Services Evaluation.

- A. As the lead agency, MISSION VIEJO will conduct a formal competitive Request for Proposal (RFP) process and contract with a qualified professional consulting firm or firms to undertake and complete the PROJECT. A copy of the draft Scope of Work to be included in MISSION VIEJO's RFP for the PROJECT is attached hereto as Exhibit A. The CITIES will assist MISSION VIEJO in the selection process.
- B. As the lead agency, MISSION VIEJO will, on a cost shared by the Parties, retain a consultant to act as PROJECT MANAGER to coordinate the RFP process, oversee the work of the professional firm or firms retained by MISSION VIEJO to undertake and complete the PROJECT and to coordinate the activities and efforts of the Parties pertaining to the PROJECT, including scheduling, data management and meeting arrangement.
- C. The Parties will share mutually and proportionally in the cost of the PROJECT and the PROJECT MANAGER. Exhibit B to this MOU shows a Cost Allocation Summary for each of the Parties based on an initial budget of \$300,000. In the event PROJECT costs are determined to exceed the initial budget of \$300,000, the Parties will meet and confer to discuss the anticipated cost of the PROJECT.

5. Initial Payment. The Parties agree to have the MOU approved no later than September 26, 2017. Upon final approval, the CITIES agree to send executed copies of the MOU to MISSION VIEJO together with an initial payment equal to each Parties pro-rata cost share shown in Exhibit B.

6. Final True-up. Upon final completion of the PROJECT, MISSION VIEJO will provide a final accounting of all PROJECT and PROJECT MANAGER expenditures (hereinafter, "COSTS") to the CITIES. "Final completion" shall mean that the majority of the Parties deem the PROJECT complete. MISSION VIEJO shall submit a reasonably detailed accounting of all COSTS incurred by the PROJECT, including the PROJECT MANAGER, to the Parties after final completion. If the total COSTS exceed the initial PROJECT budget of \$300,000, MISSION VIEJO will invoice each Party for their pro-rata share of the excess COSTS, pursuant to the Cost Allocation Summary in Exhibit B. CITIES agree to pay MISSION VIEJO in full on or before sixty (60) calendar days of receipt of said invoice. If final COSTS are less than the initial budget of \$300,000, MISSION VIEJO will refund each Party their pro-rata share of the budget savings pursuant to the Cost Allocation Summary in Exhibit B. MISSION VIEJO agrees to issue said refunds on or before sixty (60) calendar days after calculation of such overage by MISSION VIEJO.

7. Applicable Laws. This MOU shall be governed by and construed according to all applicable federal, state and local laws, statutes, rules, regulations, and ordinances. The Parties warrant that in the performance of this MOU, each shall comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances promulgated thereunder.

8. Complete Agreement. This MOU, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the agreement between the Parties and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this MOU shall not affect the validity of any other term(s) or condition(s).

9. Amendments. This MOU may only be modified or amended in writing by agreement of the Parties. All modifications, amendments, changes, and revisions of this MOU, in whole or in part, and from time to time, shall be executed by each Party and shall be binding upon all Parties.

10. Counterparts. This MOU may be executed in one or more counterparts, all counterparts shall be valid and binding on the party executing them, and all counterparts shall together constitute one and the same document for all purposes.

11. Effective Date. The above understandings shall serve as a guide to the intent and expectations of the parties involved in this MOU. This MOU shall be effective upon execution of all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed on the date first above written.

MISSION VIEJO:

CITIES:

CITY OF MISSION VIEJO

CITY OF ALISO VIEJO

By: _____
Dennis Wilberg
City Manager

By: _____
David Doyle
City Manager

ATTEST:

ATTEST:

By: _____
Karen Hamman
City Clerk

By: _____
Mitzi Ortiz
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

William P. Curley, City Attorney

Scott C. Smith, City Attorney

CITY OF DANA POINT

By: _____
Mark Denny
City Manager

ATTEST:

By: _____
Kathy Ward
City Clerk

APPROVED AS TO FORM:

Patrick Munoz, City Attorney

CITY OF LAGUNA NIGUEL

By: _____
Stephen Erlandson
Interim City Manager

ATTEST:

By: _____
Eileen Gomez
City Clerk

APPROVED AS TO FORM:

Terry Dixon, City Attorney

CITY OF LAGUNA HILLS

By: _____
Bruce E. Channing
City Manager

ATTEST:

By: _____
Melissa Au-Yeung
Assistant to City Manager/
City Clerk

APPROVED AS TO FORM:

Gregory E. Simonian, City Attorney

CITY OF LAGUNA WOODS

By: _____
Christopher Macon
City Manager

ATTEST:

By: _____
Yolie Trippy
Deputy City Clerk

APPROVED AS TO FORM:

David Cosgrove, City Attorney

CITY OF LAKE FOREST

By: _____
Debra Rose
City Manager

ATTEST:

By: _____
Stephanie Smith
City Clerk

APPROVED AS TO FORM:

Matthew E. Richardson, City Attorney

CITY OF SAN CLEMENTE

By: _____
James Makshanoff
City Manager

ATTEST:

By: _____
Joanne Baade
City Clerk

APPROVED AS TO FORM:

Scott Smith, City Attorney

CITY OF RANCHO SANTA MARGARITA

By: _____
Jennifer M. Cervantez
City Manager

ATTEST:

By: _____
Amy Diaz
City Clerk

APPROVED AS TO FORM:

Gregory E. Simonian, City Attorney

CITY OF SAN JUAN CAPISTRANO

By: _____
Benjamin Siegel
City Manager

ATTEST:

By: _____
Maria Morris
City Clerk

APPROVED AS TO FORM:

Jeff Ballinger, City Attorney

CITY OF STANTON

By: _____
James A. Box
City Manager

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

Matthew E. Richardson, City Attorney

CITY OF VILLA PARK

By: _____
Steve Franks
City Manager

ATTEST:

By: _____
Jarad Hildenbrand
City Clerk

APPROVED AS TO FORM:

Todd Litfin, City Attorney

CITY OF YORBA LINDA

By: _____
Mark Pulone
City Manager

ATTEST:

By: _____
Marcia Brown
City Clerk

APPROVED AS TO FORM:

Todd Litfin, City Attorney

EXHIBIT A
SCOPE OF WORK

DRAFT

SCOPE OF WORK

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT'S LAW ENFORCEMENT COST AND EFFICIENCY STUDY

BACKGROUND

Thirteen cities currently contract with the Orange County Sheriff-Coroner Department (OCSD) for law enforcement services:

- Aliso Viejo
- Dana Point
- Laguna Hills
- Laguna Niguel
- Laguna Woods
- Lake Forest
- Mission Viejo
- Rancho Santa Margarita
- San Clemente
- San Juan Capistrano
- Stanton
- Villa Park
- Yorba Linda

OCSD services the contract cities over three patrol areas; North Patrol, Southeast Patrol, and Southwest patrol.

Over the last ten fiscal years, costs charged by OCSD for law enforcement services have increased on average by 33%, with approximately 26% of the increase occurring in the last five years. During the last four fiscal years, average growth in contract costs has ranged from 5.69% to 7.40% where prior years experienced growth ranging from 0.31% to 3.00%.

While contract costs may change due to changes in service hours in a given year or changes in staffing levels requested by the contracting City, most changes to cost are not within a contracting City's control. Most changes are within the control of the Orange County Board of Supervisors (BOS), OCSD, other County agencies such as the County's Auditor Controller or Risk Management Unit, and agencies outside the County such as the Orange County Employees Retirement System (OCERS). The primary driver of increased costs over time has been increases in salaries and benefits. New programs implemented by OCSD have also impacted direct charges and allocated overhead.

The cost model used by OCSD was developed prior to 2002 with minimal changes until approximately 2006 to 2008 when allocations for new programs or modifications for changes to existing programs began to be implemented. Changes include (but are not limited to) charges for Patrol Video Systems (PVS), addition of the Field Training Bureau, addition of the Southeast Substation including addition of positions, addition to Command Staff impacting allocated overhead.

Costs for certain services have seen significant growth including salaries and benefits, enhanced helicopter services, and increased overhead costs being allocated to contract cities. At the same time, credits to cities from citation revenues have significantly decreased. The average rate of cost increases over the last four years (5.69%, 6.83%, 6.81 %, and 7.40%) significantly outpace growth in cities' revenues and changes in the

Consumer Price Index for All Urban Consumers (CPI_U) for the region. Cost increases at current rates are no longer sustainable. Cities are looking to partner with OCSD and the County of Orange to develop solutions toward stabilizing costs while continuing the quality service that OCSD is known for.

It is understood and agreed that the protection of our region, and each City specifically, is the primary role of government. To that end, the attraction, and more vital, the retention of top quality law enforcement personnel is of primary importance. Yet, costs must balance the ability to afford the expected service levels.

OBJECTIVE

All thirteen cities contracting with OCSD for law enforcement services desire to gain a more detailed understanding of the trends and issues resulting in annual increases in the cost of service, which continue to exceed 5% on an ongoing basis. The County leadership, including our Sheriff and County of Orange Executive Staff, also support the completion of this exercise. To this end, the cities desire to understand the underlying methodology of calculating and allocating specific costs and revenues charged or credited by OCSD to the contract cities.

SCOPE OF WORK

Project tasks shall include, but are not necessarily limited to, the following. If the Proposer feels that additional tasks are warranted, they must be clearly identified in the proposal. The Proposer is encouraged to recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP.

1. Meet with cities to understand their concerns related to the cost of law enforcement services.
2. Review the current internal cost study (compliant with Title 2, Code of Federal Regulations, Part 225 Cost Principles for State, Local and Indian Tribal Governments) and document changes occurring over the last ten years that have had significant impact (1% or more) on law enforcement costs charged to contract cities. Changes may include operational changes, rate changes, and changes to cost capture and allocation methodologies.
3. Review a copy of Orange County Board of Supervisors Resolution No. 89-1160 dated August 8, 1989, directing the Sheriff-Coroner as to what services are to be provided county-wide to all Orange County cities at no-cost, and allowing recovery of costs from contract cities to the extent that the level-of-service requested by the city is greater than that given to other Orange County cities free-of-charge.
4. For services received by cities per Resolution No. 89-1160 (per item 3 above), meet with OCSD staff to gain an understanding of how OCSD defines when contract cities are provided greater service than given to other Orange County cities. Document

how the OCSD defines when a city "requests" greater service, and how OCSD tracks or monitors usage.

5. Review and document the methodology used to measure and allocate costs for significant changes (as identified in item 2 above), and other programs as summarized below:
 - a. Division, Department and County-wide overheads.
 - i. Are supervision, administrative and other costs related to units falling under Resolution No. 89-1160 removed from total overhead costs allocated?
 - ii. What has been the impact of increased staffing (both sworn and civilian) in overhead support units in terms of cost and performance? Have stated goals supporting staffing increases been met?
 - b. Substations serving North, Southeast, and Southwest patrol areas.
 - i. Is there opportunity to consolidate regional teams and share supervisory positions (e.g.: shared lieutenant and/or sergeants)?
 - ii. Are any costs included in the Southeast Substation operating lease capital in nature that should be charged through the Countywide Cost Allocation Plan (CWCAP) and not direct as an operating lease cost?
 - iii. Would it be feasible to allocate substation costs on a County-wide model versus the current regional model and what would be the cost impact on individual cities?
 - c. Helicopter Services.
 - i. What costs are included and excluded from helicopter services allocated?
 - ii. How have services provided and costs changed since the agreement with ABLE (a joint agreement for maintenance with the cities of Costa Mesa and Newport Beach) was discontinued?
 - iii. Has there been a change in philosophy in what is base level service over the last five years?
 - iv. Are calls for fire support, other law enforcement agency support, unincorporated support, etc. appropriately removed from city allocations?
 - v. Do flight logs, calls for services, and priority level of calls, support the enhanced services allocations?

- vi. Is there a more accurate methodology for allocating enhanced helicopter services, such as square miles covered, calls for service, or other method compared to allocating by the number of deputy FTEs (see item six below).
- d. Field Training Bureau.
- i. Review program statistics for pass and fail rates for all participants broken out by first time and repeat participants since program inception.
 - ii. Determine the number of participants who drop out and do not return.
 - iii. Are program goals being met based on current statistics?
 - iv. Do program statistics justify all costs allocated as patrol training that should be allocated, and are allocation methods appropriate?
 - v. How do other County Sheriff operations (e.g.: Los Angeles, San Diego, Riverside, San Bernardino) allocate cost for training with contracting agencies?
- e. General Liability and Workers Compensation Annual Insurance Costs.
- i. Document the last five year history of annual costs charged to OCSD by the County Executive Office, Risk Management Unit.
 - ii. Document whether the impact of jail claims and patrol claims on costs can be segregated or reasonably estimated?
 - iii. Review claims over the last five years to determine if new programs are reducing risk and costs, e.g. do programs such as the Field Training Bureau appear to have a positive impact?
- f. Traffic Citation Revenue.
- i. Document the collection, reporting and allocation methods for citation revenues.
 - ii. Obtain traffic citation statistics for the last five years by city to include the number of citations issued and the value of fines charged.
 - iii. Obtain a list of collections and outstanding fines for the last five years.
 - iv. Review the statistics collected against revenues credited to cities to determine if allocations appear reasonable.
- g. Cost of Sworn Staff.

- i. Confirm that sworn staff are charged to contract cities at top step.
 - ii. Determine if there is a more representative methodology of charging sworn staff to contract cities, such as an individual's actual rate of pay or an average rate of pay.
 - iii. Determine if retirement rates passed through appropriately reflect rates for new sworn staff subject to lower benefit retirement plans. Review rate calculations projected by the County Executive Office for reasonableness.
6. Identify potential alternatives to cost allocation methodologies for the programs identified in item five above and calculate an estimated cost impact to cities for identified alternatives.
 - a. Is there an alternative or more appropriate base of allocation (e.g. allocation based on number of calls or full-time equivalents assigned to a City, etc.)?
 - b. Is the calculation of credits for vacancies and overtime assumptions a fair methodology? How can this be refined to better show actual cost of services at the contract level?
7. Meet with OCSD contract and cost unit staff to determine new programs that may impact law enforcement costs over the next two to five years. Determine if there is a method to forecast potential costs impacts. Results might be a cost range, a percentage impact, or other method that will allow cities to plan for future increases.
8. Can efficiencies be found by consolidating the accounting, purchasing and human resources units between the OCSD and the County to reduce administrative overhead costs?
9. An optional direct purchase position under the Agreement is the School Resource Officer (SRO). Some of the cities purchase this position, some share the cost of an SRO with other cities and a few cities have opted not to purchase an SRO. The number of SROs purchased by each city varies. As an alternative to the current structure, determine if an optional, regional/shared staffing approach could achieve operational and staffing efficiencies and cost savings.
10. The Sheriff offers a Drug Enforcement Team (DET) as an optional program. If a city opts into the program, then they are required to assign one of their DSII Patrol deputies to the DET team and are charged their pro rata share of one DET Sergeant and one DET Investigator. Calculate the total cost of the DET program and evaluate its effectiveness and determine if the program justifies the assignment of a DSII Patrol Deputy as opposed to reassigning the DSII Patrol Deputy to the normal patrol complement.

11. As an alternative to the current DET program structure, determine if Deputy staffing of the DET team should fall under the regional/shared staffing approach and if this could achieve operational and staffing efficiencies and cost savings.
12. Under the current contract model, Investigators are direct purchase positions and each city is required to purchase Investigators. The number of Investigators purchased by each city varies. Supervision of Investigators is not included in the regional/shared staff, but is instead allocated under Division Overhead. As an alternative to the current structure, determine if a regional/shared staffing approach could achieve operational and staffing efficiencies and cost savings.
13. Provide samples of various County Contract models for consideration by the group. Provide comments for discussion if other models value review and potential for consideration.

The successful respondent shall be required to retain all working papers and related supporting documents, including records of professional time spent, for a period of five years after delivery of the required reports, unless notified in writing by City of Mission Viejo of the need to extend the retention period. The Proposer further agrees to allow City of Mission Viejo staff to review such documents upon written request at any time during the retention period.

(END OF SCOPE OF WORK)

Orange County Sheriff-Coroner Department's Contract Law Enforcement Cost and Efficiency Study

Cost Allocation Summary

Estimated Costs: \$ 300,000

City	Population*	Population %	Pro-Rata Cost Share
Aliso Viejo	50,312	7.81%	\$ 23,417.59
Dana Point	33,699	5.23%	\$ 15,685.12
Laguna Hills	31,544	4.89%	\$ 14,682.08
Laguna Niguel	66,689	10.35%	\$ 31,040.23
Laguna Woods	16,319	2.53%	\$ 7,595.64
Lake Forest	84,931	13.18%	\$ 39,530.92
Mission Viejo	96,763	15.01%	\$ 45,038.10
Rancho Santa Margarita	48,602	7.54%	\$ 22,621.68
San Clemente	65,975	10.24%	\$ 30,707.90
San Juan Capistrano	36,262	5.63%	\$ 16,878.06
Stanton	39,611	6.15%	\$ 18,436.84
Villa Park	5,944	0.92%	\$ 2,766.62
Yorba Linda	67,890	10.53%	\$ 31,599.23
Totals	644,541	100.00%	\$ 300,000.00

* - CA DOF Population Estimates as of 01/01/2017

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8.2
SMOKING AND TOBACCO SALES
REGULATIONS

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City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
FOR: September 20, 2017 Regular Meeting
SUBJECT: Smoking and Tobacco Sales Regulations

Recommendation

Provide input to the Ad Hoc Smoking & Tobacco Sales Regulations Update Committee (Mayor Horne and Councilmember Rainey) and staff regarding the Smoking and Tobacco Sales Regulations Update significant work plan item.

Background

The Fiscal Years 2017-19 Budget & Work Plan includes the following significant work plan item:

- **Smoking and Tobacco Sales Regulations Update** – Review and update the City’s smoking and tobacco sales regulations in order to protect public health, safety, and welfare, as well as to promote clarity and administration.

On August 1, 2017, the City Council appointed Mayor Horne and Councilmember Rainey to an Ad Hoc Smoking & Tobacco Sales Regulations Update Committee beginning immediately through December 31, 2017 to work with staff on the Smoking and Tobacco Sales Regulations Update significant work plan item.

Discussion

Today’s meeting is an opportunity for the City Council and public to provide input to the Ad Hoc Smoking & Tobacco Sales Regulations Committee and staff prior to their making recommendations to the City Council. At this point, no decisions

have been made regarding those recommendations and, ultimately, City Council action would be required prior to implementing any such recommendations. The City Council will not be asked to take any formal action at today's meeting.

The following preliminary discussion questions have been formulated based on issues that have been raised locally, as well as a review of trends and best practices articulated by the American Lung Association. The questions are intended to help start today's discussion, but in no way limit potential topics or inquiries.

Smoking

In residential areas, the City's existing smoking regulations generally prohibit smoking in common areas, within 20 feet of windows and doors, and on unenclosed patios and balconies (smoking is permitted on patios and balconies only if they are fully enclosed with all windows and doors closed). Individuals can smoke inside of single- and multi-family homes with windows and doors open or closed.

Note: Private property owners and homeowners' associations may have additional rules and regulations that apply to properties under their control. Those rules and regulations are separate from the City's, which apply citywide.

The City's existing smoking regulations define "smoking" as the act of "inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, weed, plant, or other combustible substance in any manner or in any form." Since the adoption of that definition, e-cigarettes and other electronic smoking devices have increased in popularity, including flameless devices that heat liquids. While state law prohibits the use of e-cigarettes in all of the same locations where smoking combustible cigarettes is prohibited by state law (e.g., at places of employment; in public buildings or within 20 feet of a main exit, entrance, or operable window of a public building; in foster and group homes; in health facilities; on public transportation systems; and, within 25 feet of playgrounds and 250 feet of youth sports events), the City's regulations do not explicitly prohibit the use of e-cigarettes in locations where smoking is prohibited only by local ordinance (e.g., in residential and commercial areas – within 20 feet of windows and doors; in residential areas – in common areas and on unenclosed patios and balconies).

- Should the City's smoking regulations prohibit the use of e-cigarettes and other electronic smoking devices in all of the same locations where smoking combustible cigarettes is prohibited?