

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, May 15, 2019
2:00 p.m.

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

Cynthia Connors
Mayor

Noel Hatch
Mayor Pro Tem

Shari L. Horne
Councilmember



Carol Moore
Councilmember

Joe Rainey
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

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

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

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

REGULAR MEETING SCHEDULE

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

AGENDA POSTING AND AVAILABILITY

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

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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. 17-30, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.



YOLIE TRIPPY, Deputy City Clerk

5-10-19

Date

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Drowning Prevention Awareness Period – May-October 2019

Recommendation: Approve and present the proclamation.

4.2 Asian American and Pacific Islander Heritage Month – May 2019

Recommendation: Approve and present the proclamation.

4.3 Stroke Awareness Month – May 2019

Recommendation: Approve and present the proclamation.

4.4 Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for the City’s Fiscal Year 2017-18 Comprehensive Annual Financial Report

Recommendation: Receive and file.

V. PUBLIC COMMENTS

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

VI. CONSENT CALENDAR

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

6.1 City Council Minutes

Recommendation: Approve the City Council meeting minutes for the regular meeting on April 17, 2019 and the adjourned regular meeting on April 24, 2019.

6.2 City Treasurer's Report

Recommendation: Receive and file the City Treasurer's Report for the month of April 2019.

6.3 Warrant Register

Recommendation: Approve the warrant register dated May 15, 2019 in the amount of \$525,823.55.

6.4 Building Inspection, Permit Counter, and Building Official Services

Recommendation: Approve an extension and amendment of the agreement with CivilSource, Inc. for building inspection, permit counter, and building official services and authorize the Mayor to execute the extension and amendment, subject to approval as to form by the City Attorney.

6.5 As Needed Financial Consulting Services

Recommendation:

1. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding.

AND

2. Approve an extension of the agreement with Irwin B. Bornstein for as needed financial consulting services and authorize the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.6 Law Enforcement Services

Recommendation: Approve an agreement with the County of Orange for law enforcement services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.7 City Hall Refurbishment and Safety Project: Phase 1

Recommendation:

1. Approve the “City Hall Refurbishment and Safety Project: Phase 1” design plans and specifications as prepared by the project architect.

AND

2. Award a contract agreement to New Millennium Construction Services, Inc. for the construction of the “City Hall Refurbishment and Safety Project: Phase 1”, in the amount of \$54,512, plus authorized change orders not to exceed 15% 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.

VII. PUBLIC HEARINGS

VIII. CITY COUNCIL BUSINESS

- 8.1 Fiscal Years 2019-21 Budget and Work Plan & Fiscal Years 2019-30 Capital Improvement Program Development

Recommendation: Discuss and provide direction to staff.

IX. CITY COUNCIL REPORTS AND COMMENTS

About City Council Comments and Reports: This is the time and place for members of the City Council to provide reports on meetings attended including, but not limited to, meetings of regional boards and entities to which they have been appointed to represent the City and meetings attended at

the expense of the City pursuant to California Government Code Section 53232.3. Members of the City Council may also make other comments and announcements.

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

X. CLOSED SESSION

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Regular Meeting: Wednesday, June 19, 2019 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

4.1

**PROCLAMATION –
DROWNING PREVENTION
AWARENESS PERIOD –
MAY-OCTOBER 2019**

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Proclamation
City of Laguna Woods
Drowning Prevention Awareness Period
May – October 2019

WHEREAS, drowning is the leading cause of death and disability in California for children under five years of age, and in 2018 there were five fatal drownings and 31 non-fatal incidents involving children in Orange County; and

WHEREAS, drowning is also a major problem for adults age 50 and over, and in 2018 there were 29 fatal drownings and nine non-fatal incidents involving adults in Orange County; and

WHEREAS, fatal and non-fatal drowning is a silent event that can occur in as little as two inches of water, including swimming pools, spas, lakes, the ocean, and any other body of water; and

WHEREAS, the Orange County Fire Authority’s 24-week water safety campaign began in May and will continue through October; and

WHEREAS, the themes of this year’s water safety campaign are “Always Watch Your Child Around Water” and “Never Swim Alone.”

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim May – October 2019 as a “Drowning Prevention Awareness Period” in the City of Laguna Woods and encourages residents and businesses to increase their knowledge of proper safety measures to prevent drowning.

Dated this 15th day of May, 2019

Cynthia Conners
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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4.2
**PROCLAMATION –
ASIAN AMERICAN AND
PACIFIC ISLANDER HERITAGE MONTH –
MAY 2019**

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**Proclamation
City of Laguna Woods
Asian American and Pacific Islander
Heritage Month
May 2019**

WHEREAS, Asian Americans and Pacific Islanders have played a critical role in the social, economic, and political development of the United States; and

WHEREAS, Asian Americans and Pacific Islanders are one of the fastest growing ethnic populations in the state of California; and

WHEREAS, Asian Americans and Pacific Islanders represent more than 11 percent of the population of Laguna Woods; and

WHEREAS, Asian American and Pacific Islander clubs and communities throughout Laguna Woods actively promote cultural heritage and understanding; and

WHEREAS, Asian Americans and Pacific Islanders have a proud legacy of service and dedication to our community, state, and country.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim May 2019 as “Asian American and Pacific Islander Heritage Month” in the City of Laguna Woods and encourages reflection on the accomplishments that Asian Americans and Pacific Islanders have made throughout history.

Dated this 15th day of May, 2019

Cynthia Conners
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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**4.3
PROCLAMATION –
STROKE AWARENESS MONTH –
MAY 2019**

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**Proclamation
City of Laguna Woods
Stroke Awareness Month
May 2019**

WHEREAS, stroke is the number five cause of death and the leading cause of disability in the United States; and

WHEREAS, high blood pressure is the leading cause of stroke and the most significant controllable risk factor; and

WHEREAS, other controllable risk factors for stroke include smoking, diabetes, diet, physical inactivity, obesity, and high blood cholesterol; and

WHEREAS, the F.A.S.T. warning signs and symptoms of stroke include face drooping, arm weakness, and, speech difficulty; and beyond F.A.S.T., additional stroke warning signs and symptoms include sudden numbness or weakness of the face, arm or leg, especially on one side of the body; sudden confusion, trouble speaking or understanding; sudden trouble seeing in one or both eyes; sudden trouble walking, dizziness, loss of balance or coordination; and, sudden severe headache with no known cause; and

WHEREAS, recognizing stroke warning signs and symptoms, and acting immediately to get medical attention, can save lives and limit disabilities.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim May 2019 as “Stroke Awareness Month” in the City of Laguna Woods and encourages residents to learn stroke warning signs and symptoms.

Dated this 15th day of May, 2019

Cynthia Conners
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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4.4

**CERTIFICATE OF ACHIEVEMENT FOR
EXCELLENCE IN FINANCIAL REPORTING
FROM THE GOVERNMENT FINANCE OFFICERS
ASSOCIATION FOR THE CITY'S FISCAL YEAR
2017-18 COMPREHENSIVE ANNUAL
FINANCIAL REPORT**

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Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Laguna Woods
California**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2018

Christopher P. Morrill

Executive Director/CEO

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GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

04/11/2019

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Laguna Woods** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of over 20,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.

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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: May 15, 2019 Regular Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the May 15, 2019 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 May 15, 2019 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on April 17, 2019 (Attachment A) and the adjourned regular meeting on April 24, 2019 (Attachment B).
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of April 2019.
- 6.3 Approval of the warrant register dated May 15, 2019 in the amount of \$525,823.55. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at or from City Hall.

- 6.4 Approval of an extension and amendment of the agreement with CivilSource, Inc. for building inspection, permit counter, and building official services and authorization for the Mayor to execute the extension and amendment, subject to approval as to form by the City Attorney. The proposed extension and amendment is for a one-year period through June 30, 2020, and includes a 5% increase for building inspector and permit counter specialist rates, as allowed by the existing agreement.
- 6.5 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding. The City's procurement regulations generally require competitive bidding when the estimated cost of services is \$25,000 or more over the term of the agreement, but allow for the waiver of those provisions at the discretion of the City Council. Mr. Bornstein is a highly qualified finance professional and Certified Public Accountant. He earned a Master of Business Administration degree from Stanford University and has worked in management roles for the cities of Anaheim, Whittier, and Mission Viejo, where he retired in 2011 as Assistant City Manager/Administrative Services Director. Mr. Bornstein has provided as needed financial services to the City for several years, and also provides or has provided similar services to the cities of Laguna Niguel, Placentia, San Marino, Stanton, Westminster, and others. Due to the continuing need for the services provided by Mr. Bornstein and Mr. Bornstein's qualifications and performance to-date, staff recommends waiving competitive bidding requirements for the proposed extension.

AND

- [2] Approval of an extension of the agreement with Irwin B. Bornstein for as needed financial consulting services and authorization for the Mayor to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a one-year period through June 30, 2020, as allowed by the existing agreement.
- 6.6 Approval of an extension of the agreement with WM Curbside, LLC for household hazardous, Sharps, and medicine waste handling services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The proposed extension is for a two-year period through June 30, 2021, as allowed by the existing agreement.

- 6.7 Approval of an agreement with the County of Orange for law enforcement services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The proposed agreement is for Fiscal Year 2019-20 and includes a comparable level of service as the current fiscal year, at an annual cost of \$2,765,274 (an increase of approximately 0.32% from the current fiscal year). Notably absent from the proposed Fiscal Year 2019-20 cost are salary and wage increases; the County of Orange has not provided projections for either due to the expiration of all bargaining unit memorandums of understanding by June 30, 2019. After the Orange County Board of Supervisors approves new bargaining unit memorandums of understanding (likely during Fiscal Year 2019-20), increased costs will be charged to the City. Projections continue to show that law enforcement services costs are increasing at an unsustainable rate in excess of the City's General Fund operating revenue primarily due to labor agreements approved by the Orange County Board of Supervisors, operational decisions made by the Orange County Sheriff's Department, and unfunded pension liabilities associated with the Orange County Employees Retirement System.
- 6.8 [1] Approval of the "City Hall Refurbishment and Safety Project: Phase 1" design plans and specifications as prepared by the project architect (available at or from City Hall). The subject project is included in the Fiscal Years 2017-28 Capital Improvement Program and consists of the replacement of parking lot light poles and interior stair handrails, as well as the replacement of certain Council Chambers windows with a wall and exit door.

AND

[2] Award of a contract agreement to New Millennium Construction Services for the construction of the "City Hall Refurbishment and Safety Project: Phase 1", in the amount of \$54,512, plus authorized change orders not to exceed 15% 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. Bids to construct the subject project were solicited from April 4, 2019 to April 26, 2019. Only one bid (New Millennium Construction Services) was received.

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6.1
CITY COUNCIL MINUTES

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
April 17, 2019
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

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

III. PLEDGE OF ALLEGIANCE

Councilmember Horne led the pledge of allegiance.

II. ROLL CALL

COUNCILMEMBER: PRESENT: Horne, Moore, Rainey, Connors
 ABSENT: Hatch (not present during roll call)

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

Mayor Connors requested that Item No. 8.1 be moved to immediately follow the consent calendar. There were no objections.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Moment of Silence – Holocaust Remembrance – April 2019

Rabbi Jill Zimmerman made comments.

Councilmembers made comments.

Mayor Connors called for a moment of silence.

A moment of silence was observed.

4.2 Moment of Silence – Armenian Genocide Remembrance Day – April 24, 2019

Councilmembers made comments.

Mayor Connors called for a moment of silence to also include remembrance of the Rwandan Genocide at Councilmember Rainey’s request.

A moment of silence was observed.

4.3 Donate Life Month – April 2019

Joy Bradley, OneLegacy, made comments.

Councilmembers made comments.

Moved by Councilmember Moore, seconded by Councilmember Horne, and carried unanimously on a 4-0 vote, with Mayor Pro Tem Hatch absent, to approve and present the proclamation.

4.4 Environmental Awareness Day Week – April 22-28, 2019

Dan Daley, Alzheimer’s Orange County, made comments.

Councilmembers made comments.

Moved by Councilmember Moore, seconded by Councilmember Rainey, and carried unanimously on a 4-0 vote, with Mayor Pro Tem Hatch absent, to approve and present the proclamation.

Mayor Connors called for a brief recess.

The meeting was called back to order at 2:39 p.m.

V. PUBLIC COMMENT

Dan Daly, Alzheimer’s Orange County, invited the City Council and the community to the Alzheimer’s Orange County annual meeting.

VI. CONSENT CALENDAR

Moved by Councilmember Horne, seconded by Councilmember Moore, and carried unanimously on a 4-0 vote, with Mayor Pro Tem Hatch absent, to approve Consent Calendar items 6.1 – 6.13.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on March 20, 2019 and the special meeting on April 5, 2019.

6.2 City Treasurer’s Report

Received and filed the City Treasurer’s Report for the month of March 2019.

6.3 Warrant Register

Approved the warrant register dated April 17, 2019 in the amount of \$792,291.81.

6.4 Local Agency Investment Fund

Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 15-08, AUTHORIZING THE INVESTMENT OF MONIES IN THE STATE OF CALIFORNIA’S LOCAL AGENCY INVESTMENT FUND, AND MAKING RELATED TRANSACTIONAL AUTHORIZATIONS

6.5 Building Official and Inspection Services

1. Waived the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding.

AND

2. Approved an extension of the agreement with Willdan Engineering for building official and inspection services and authorized the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.6 Catch Basin Maintenance Services

Approved an extension of the agreement with PV Maintenance, Inc. for catch basin maintenance services and authorized the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.7 Certified Access Specialist (CASp) and Building Plan Review Services

Approved an extension of the agreement with CSG Consultants, Inc. for Certified Access Specialist (CASp) and building plan review services and authorized the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.8 City Engineering and Traffic Operations Services

Approved an extension of the agreement with CivilSource, Inc. for city engineering and traffic operations services and authorized the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.9 City Hall Janitorial Services

Approved an extension of the agreement with Team One Management for City Hall janitorial services and authorized the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.10 Senior Mobility Transportation Services

Approved an extension of the agreement with Cabco Yellow, Inc. doing business as California Yellow Cab for senior mobility transportation services and authorized the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.11 Street Sweeping Services

1. Waived the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding.

AND

2. Approved an extension of the agreement with Sunset Property Services for street sweeping services and authorized the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.12 As Needed Waste Management Consulting Services

1. Waived the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding.

AND

2. Approved an extension of the agreement with Michael Balliet for as needed waste management consulting services and authorized the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.13 Road Repair and Accountability Act of 2017 Project List

Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A LIST OF FISCAL YEAR 2019-20 PROJECTS PROPOSED TO RECEIVE FUNDING FROM THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017'S LOCAL STREETS AND ROADS FUNDING PROGRAM (ROAD MAINTENANCE AND REHABILITATION ACCOUNT), AS REQUIRED BY CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 2034(A)(1), AND MAKING RELATED AUTHORIZATIONS

VIII. CITY COUNCIL BUSINESS

8.1 I-5/El Toro Road Interchange Project – California Department of Transportation and Orange County Transportation Authority

Constantino Stamation, California Department of Transportation (Caltrans), made a presentation.

Mayor Pro Tem Hatch entered the meeting at 2:56 p.m.

Councilmembers discussed the item and Mr. Stamation answered related questions.

Kathryn Freshley, resident, expressed concerns regarding the proposed I-5/El Toro Road Interchange Project, felt the best approach would be Alternative 4, and encouraged the community to attend Caltrans' public hearing.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Rainey, seconded by Councilmember Horne, and carried unanimously on a 5-0 vote, to:

1. Receive and file a presentation from the California Department of Transportation regarding the proposed I-5/El Toro Road Interchange Project.

AND

2. Strongly oppose Alternative 2 as presented in the current I-5/El Toro Road Interchange Project environmental documents due to environmental concerns including green house gas emissions, air quality, aesthetics, noise, and traffic.

AND

3. Indicate a preference for Alternative 4 as presented in the current I-5/El Toro Road Interchange Project environmental documents if a no-build alternative is not viable, provided that environmental concerns can be adequately mitigated.

AND

4. Authorize and direct the Mayor to submit comments to the California Department of Transportation and the Orange County Transportation Authority, on behalf of the City, regarding the proposed I-5/El Toro Road Interchange Project.

VII. PUBLIC HEARINGS

7.1 Building, Planning, and Encroachment Permit Fees

City Manager Macon and Terry Madsen, ClearSource Financial, made a presentation.

Councilmembers discussed the item and staff answered related questions.

Mayor Connors opened the public hearing.

There being no requests to speak, the public hearing was closed.

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

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

Mayor Pro Tem Hatch left the meeting at 4:34 p.m.

VIII. CITY COUNCIL BUSINESS

8.2 Southern California Association of Governments' 2019 General Assembly Delegate and Alternate Delegate

Mayor Connors introduced the item.

Councilmembers discussed the item.

Moved by Councilmember Moore, seconded by Councilmember Rainey, and carried unanimously on a 4-0 vote, with Mayor Pro Tem Hatch absent, to appoint Councilmember Horne to serve as the delegate at the Southern California Association of Governments' 2019 General Assembly.

8.3 Accessory Dwelling Unit Regulations

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Moore, seconded by Councilmember Rainey, and carried unanimously on a 4-0 vote, with Mayor Pro Tem Hatch absent, to approve the 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 SECTIONS 13.06.010 AND 13.08.010 OF THE LAGUNA WOODS MUNICIPAL CODE, AND ADDING SECTION 13.26.230 TO THE LAGUNA WOODS MUNICIPAL CODE, RELATED TO ACCESSORY DWELLING UNITS

8.4 Golf Cart and Low-Speed Vehicle Regulations

City Manager Macon made a presentation.

Moved by Councilmember Moore, seconded by Councilmember Horne, and carried unanimously on a 4-0 vote, with Mayor Pro Tem Hatch absent, to approve the 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 CHAPTER 8.18 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO GOLF CARTS AND LOW-SPEED VEHICLES

8.5 Water Quality Regulations

City Manager Macon made a presentation.

Moved by Councilmember Horne, seconded by Councilmember Rainey, and carried unanimously on a 4-0 vote, with Mayor Pro Tem Hatch absent, to approve the 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, REPEALING ORDINANCE NO. 19-01 AND AMENDING CHAPTER 4.14 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO WATER QUALITY

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

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

9.2 Orange County Fire Authority

Mayor Pro Tem Hatch was not present to provide a report.

9.3 Orange County Library Advisory Board

Councilmember Moore commented on her “A Taste of Nature” garden tour fundraising efforts to support the Laguna Woods Civic Support Fund.

9.4 Orange County Mosquito and Vector Control District

Councilmember Horne provided a report.

9.5 San Joaquin Hills Transportation Corridor Agency

Mayor Conners provided a report.

9.6 South Orange County Watershed Management Area

Councilmember Moore provided a report.

9.7 Other Comments and Reports

Councilmember Rainey provided an update on the Senior Citizen Advisory Council's Housing and Transportation Committee.

Councilmember Horne provided an update on a recent Senior Citizens Advisory Council Legislative Committee meeting.

Councilmember Horne encouraged the community to attend the South County Senior Summit.

At Councilmember Moore's request, City Manager Macon provided an update on construction of the Dog Park Relocation Project and answered related questions.

X. CLOSED SESSION – None

XI. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned at 4:46 p.m. The next adjourned regular meeting will be at 2:00 p.m. on Wednesday, April 24, 2019, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637. The next regular meeting will be at 2:00 p.m. on Wednesday, May 15, 2019, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, Deputy City Clerk

Approved: May 15, 2019

CYNTHIA CONNERS, Mayor

**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
ADJOURNED REGULAR MEETING
April 24, 2019
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

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

II. ROLL CALL

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

STAFF PRESENT: City Manager Macon, Assistant City Attorney Patterson, Deputy
 City Clerk Trippy

III. PLEDGE OF ALLEGIANCE

Councilmember Horne led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS – None

V. PUBLIC COMMENT

Kathryn Freshley, resident, asked for clarification regarding Laguna Woods’ unsheltered count from the 2019 Point in Time count.

City Manager Macon noted that the five unsheltered individuals were located in Laguna Woods when contacted for the 2019 Point in Time count and that the City has requested further details from the County. It is the City’s understanding that several of the unsheltered individuals were living in cars.

David Cohen, resident, complimented the progress of the Dog Park Relocation Project and commented on a television walkthrough that he would like a member of the City Council and staff to participate in. He also commented on the “Next Step Service Dogs” program and suggested that they be able to use the existing dog park for training once the new dog park opens.

City Councilmembers briefly responded to Mr. Cohen’s comments and Mr. Cohen answered related questions.

Mayor Connors asked staff to look into Mr. Cohen’s request.

Charlie Prater, resident, commented on the “Next Step Service Dogs” program and supported their being able to use a portion of the existing dog park for training.

Mayor Connors stated that the request was worth looking into.

VI. CONSENT CALENDAR

Moved by Mayor Pro Tem Hatch, seconded by Councilmember Horne, and carried unanimously on a 3-0 vote, with Councilmembers Moore and Rainey absent, to approve Consent Calendar Item 6.1.

6.1 “A Place for Paws” Dog Park

Approved a memorandum of understanding with the Golden Rain Foundation of Laguna Woods related to the City’s operation and maintenance of a dog park along Ridge Route Drive and authorized the Mayor to execute the memorandum of understanding, subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS – None

VIII. CITY COUNCIL BUSINESS

8.1 Fiscal Years 2019-21 Budget and Work Plan & Fiscal Years 2019-30 Capital Improvement Program Development

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

The City Council, with Councilmembers Moore and Rainey absent, reached consensus for staff to return to the City Council with information regarding potential ways to intensify and increase diversity within the sales tax base and to counterbalance revenue loss of goods-to-service conversion.

City Manager Macon stated that staff will also prepare a future significant operating expenditure reduction plan.

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

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

9.2 Orange County Fire Authority

Mayor Pro Tem Hatch provided a report.

9.3 Orange County Library Advisory Board

Councilmember Moore was not present to provide a report.

9.4 Orange County Mosquito and Vector Control District

Councilmember Horne provided a report.

9.5 San Joaquin Hills Transportation Corridor Agency

Mayor Connors that there had been no meeting since the last meeting.

9.6 South Orange County Watershed Management Area

Councilmember Moore was not present to provide a report.

9.7 Other Comments and Reports – None

X. CLOSED SESSION – None

XI. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned at 3:47 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, May 15, 2019, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, Deputy City Clerk

Approved: May 15, 2019

CYNTHIA CONNERS, Mayor

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6.2
CITY TREASURER'S REPORT

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City of Laguna Woods
City Treasurer's Report
 For the Month Ended April 30, 2019

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 3/31/19	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 4/30/19	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	\$ 1,138,020	\$ 817,763	\$ (729,957)	\$ -	\$ 1,225,826	11.43%	
Cash Balances, Multi-Bank Securities (MBS) Account (Note 4)	\$ 251,516	\$ 1,904	\$ (6,516)	\$ (245,000)	\$ 1,904	0.02%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 11,528	\$ 5,813	\$ (1,904)	\$ -	\$ 15,437	0.14%	
Petty Cash	\$ 1,835	\$ 485	\$ (579)	\$ -	\$ 1,740	0.02%	
Total Cash and Cash Equivalents	\$ 1,402,898	\$ 825,965	\$ (738,956)	\$ (245,000)	\$ 1,244,908	11.60%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF) (Notes 2 and 3)	\$ 4,870,806	\$ 30,558	\$ -	\$ -	\$ 4,901,365	45.68%	
Orange County Investment Pool (OCIP) (Notes 2 and 3)	\$ 2,085,970	\$ -	\$ -	\$ -	\$ 2,085,970	19.44%	
Total Pooled Money Investment Accounts	\$ 6,956,776	\$ 30,558	\$ -	\$ -	\$ 6,987,335	65.12%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit (book value) (Note 2 and 4)	\$ 2,252,003	\$ -	\$ -	\$ 245,000	\$ 2,497,003	23.27%	
Total Investments - Interest and Income Bearing	\$ 2,252,003	\$ -	\$ -	\$ 245,000	\$ 2,497,003	23.27%	30.00%
TOTAL	\$ 10,611,678	\$ 856,523	\$ (738,956)	\$ -	\$ 10,729,245	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (188,539)	\$ 1,414,365	\$ 1,225,826
Cash Balances, MBS Account	\$ 1,904	\$ -	\$ 1,904
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 15,437	\$ -	\$ 15,437
Petty Cash	\$ 1,740	\$ -	\$ 1,740
LAIF	\$ 4,901,365	\$ -	\$ 4,901,365
OCIP	\$ 2,085,970	\$ -	\$ 2,085,970
Certificates of Deposit	\$ 2,497,003	\$ -	\$ 2,497,003
Totals	\$ 9,314,881	\$ 1,414,365	\$ 10,729,245

(See NOTES on Page 3 of 3)



City of Laguna Woods
City Treasurer's Report
For the Month Ended April 30, 2019

ITEM 6.2

CASH AND INVESTMENTS

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 4)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
Money Funds and Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)														
33148PTD9	2017-6	GOLDMAN SACHS BANK USA	36 months	11/16/17	11/22/17	245,000	243,461	245,000	2.050	Semi-Annual	05/22/18	Green*	2.050	11/23/20
61747ML58	2018-1	MORGAN STANLEY BK N A SALT LAKE	36 months	02/14/18	02/22/18	100,000	100,234	100,000	2.800	Semi-Annual	08/22/18	Green***	2.600	02/22/21
101120DW0	2018-2	BOSTON PRIVATE BANK & TR	21 months	03/09/18	03/23/18	245,000	244,829	245,000	2.300	Monthly	04/23/18	Green***	2.300	12/23/19
649447RJO	2018-3	NEW YORK COMMUNITY BANK	24 months	03/23/18	03/28/18	100,000	100,007	100,000	2.450	Semi-Annual	09/28/18	Green***	2.450	03/27/20
05580AMD3	2018-4	BMW BANK NORTH AMERICA	36 months	03/23/18	03/29/18	245,000	246,056	245,000	3.000	Semi-Annual	09/29/18	Green***	2.700	03/29/21
254673RS7	2018-5	DISCOVER BANK (#5649)	36 months	07/11/18	07/18/18	245,000	247,617	245,000	3.000	Semi-Annual	01/18/19	Green***	3.000	07/19/21
90348JEA4	2018-6	UBS BANK USA	48 months	10/01/18	10/05/18	245,000	249,591	245,000	3.250	Monthly	11/05/18	Green***	3.250	10/05/22
61760ARV3	2018-7	MORGAN STANLEY PRIVATE BK NATL	60 months	11/06/18	11/15/18	245,000	252,803	245,000	3.550	Semi-Annual	05/15/19	Green***	3.550	11/15/23
87164YQG2	2018-8	SYNCHRONY BANK RETAIL/MORGAN	60 months	05/19/17	05/19/17	100,000	99,350	97,003	2.470	Semi-Annual	11/19/17	Green***	2.400	05/19/22
02589AA28	2018-9	AMERICAN EXPRES NATL	60 months	12/04/18	12/04/18	240,000	247,690	240,000	3.550	Semi-Annual	09/04/19	Green***	3.550	12/04/23
33715LCZ1	2018-10	FIRST TECHNOLOGY FED CU MTN VIEW	60 months	12/07/18	12/12/18	245,000	253,443	245,000	3.600	Monthly	01/12/19	Green***	3.600	12/12/23
949763ZA7	2019-1	WELLS FARGO BK N A	60 months	04/09/19	04/10/19	245,000	245,115	245,000	2.850	Monthly	05/10/19	Green*	2.850	04/10/24
						Accrued Interest - Month End	15,437							
						Total CDs	2,500,000	2,545,633	2,497,003					

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

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

IDC Rank	Group Meaning	Veribanc Rank	Color Meaning
200-300	Superior	Green	Highest rating, exceeds qualifications in equity and income tests
165-199	Excellent	Yellow	Merits attention, meets minimal qualifications in equity and income tests
125-164	Average	Red	Merits close attention, does not meet minimal qualifications for equity and has incurred significant losses
75-124	Below Average		
2-74	Lowest Ratios		
1	Highest Probability of Failure		

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

Government Pooled Money Investment Accounts (Notes 2 and 3)	Veribanc Rank	Color Meaning
N/A	N/A	N/A
N/A	Local Agency Investment Fund (LAIF)	N/A
N/A	Orange County Investment Pool (OCIP)	N/A
Total PIMA	6,987,335	6,987,335

(See NOTES on Page 3 of 3)



City of Laguna Woods
City Treasurer's Report
 For the Month Ended April 30, 2019

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 3/31/19	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 4/30/19
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (CERBT holds all assets and administers the OPEB Trust)	\$ 97,945	\$ -	(7)	\$ 698	\$ 98,636
Total Other Funds - Held in Trust	\$ 97,945	\$ -	(7)	\$ 698	\$ 98,636

Notes:

Note 1 - Analyzed Checking Account / Monthly activity reported does not reflect April 2019 vendor invoicing processed after the date of this report.

Note 2 - During April 2019, transaction activity in pooled money investment accounts, investment accounts and fiduciary trusts included:

LAIIF / The City made no deposits to or withdrawals from the LAIF account.

OCIP / The City made no deposits to or withdrawals from the OCIP account.

Investments - Interest and Income Bearing / \$245,000 principal amount received in March, upon maturity of the Lake City Bank Certificate of Deposit, was re-invested in a Wells Fargo Bank N A Certificate of Deposit for a 60 month term at a 2.850% yield rate.

OPEB Trust / The City made no contributions to the OPEB Trust in April 2019. The Trust experienced a net gain of \$691.13 in April 2019.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported March 2019 net of related fees were:

Pool	Earnings Post Quarterly	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month / Quarter Gross Yield	Current Month Earnings Will Post	Notes
LAIIF	Quarterly	\$30,558	January 1, 2019 thru March 31, 2019	2.55%	July 2019	Total pool interest for April 2019 was 2.445% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
OCIP	Monthly	\$3,727	January 2019	See Notes	See Notes	The OCIP April 2019 statement had not been received at the time of this report, balance reported is as of March 31, 2019. Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at March 31, 2019 was \$11,240.59. March interest was 2.170% and fees were 0.059%.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$1,903.95 and transferred out \$6,515.64 in cash balances to the City's checking account in April 2019. Cash balances to be invested or paid out are classified separately on page 1 of 3. The City's portfolio also has \$15,437.13 in accrued interest, not yet vested.

City Treasurer's Certification

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

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

Elizabeth Torres, Interim City Treasurer

5/9/19
 Date

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6.3 WARRANT REGISTER

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CITY OF LAGUNA WOODS
WARRANT REGISTER
05/15/2019

ITEM 6.3

This Report Covers the Period 04/09/2019 through 05/06/2019

Date	Vendor Name	Description	Amount
		Automatic Bank Debits:	
Debit	BUSINESS PLANS	Employee Benefit Program / March 2019	0.05
Debit	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 03/29/2019	303.52
Debit	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 04/12/2019	13,465.12
Debit	ADP TAX	Payroll Taxes / Pay Period Ended 04/12/2019	6,266.19
Debit	BUSINESS PLANS	Employee Benefit Program / April 2019	416.62
Debit	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 04/12/2019	159.28
Debit	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 04/26/2019	15,177.12
Debit	ADP TAX	Payroll Taxes / Pay Period Ended 04/26/2019	7,184.79
Debit	CALPERS - RETIREMENT	Retirement Contributions / Pay Periods Ended 3/29/19 & 04/12/2019	5,343.10
Debit	CALPERS - RETIREMENT	Retirement Contributions / Pay Periods Ended 3/29/19 & 04/12/2019	1,771.06
		Warrants:	
Check	360 BUSINESS CONSULTING	Website Hosting / March 2019	200.00
2915	ACCOUNTTEMPS	Temporary Accountant Services / Week Ending March 29, 2019	2,887.50
2916	ANAHEIM COMMUNITY PUBLISHING	Graphic Design / October 2018 - March 2019	606.00
2917	AT&T	White Pages / April 2019	4.48
2918	BALLIET, MICHAEL	Waste Management Consulting Services / March 2019	1,166.25
2919	CAA	Water Quality Services / March 2019	2,046.00
2920	COMPUTER SERVICE COMPANY	Traffic Signal Maintenance / March 2019	868.00
2921	EDYTHE GUZIK	Taxi Voucher Refund	506.80
2922	EL TORO WATER DISTRICT	Water Service / February 2019	1,500.09
2923	FOREST PRINTING & COPYING INC	Printing Services	226.28
2924	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / March 2019	2,113.75
2925	KONE INC.	City Hall Elevator Maintenance / April 2019	267.64
2926	MARC DONOHUE	Administrative Services / March 2019	325.00
2927	MICHAEL BAKER INTERNATIONAL	Planning Services / February 2019	8,163.75
2928	OFFICE DEPOT	Office Supplies / March 2019	422.06
2929	PV MAINTENANCE INC	Streets, City Hall & Park Maintenance / March 2019	18,997.34
2930	RED HAWK FIRE & SECURITY, LLC	Fire & Security System Maintenance / March 2019	950.05
2931	SOUTHERN CALIFORNIA EDISON	Electric Services / March 2019	2,602.96
2932	STAPLES	Office & Janitorial Services / March 2019	215.64
2933	SUNSET PROPERTY SERVICES	Street Sweeping Services / March 2019	2,832.00
2934	TALIMAR SYSTEMS, INC	Office Furniture	715.16
2935	THE GAS COMPANY	Gas Service - City Hall / March 2019	77.31
2936	WILLDAN ENGINEERING	Code Enforcement Services / February 2019	2,262.00
2937	WILLDAN ENGINEERING	Building Official Services / February 2019	12,000.00
2937	WILLDAN ENGINEERING	Building Inspection Services / February 2019	2,880.00
2937	WILLDAN ENGINEERING	HHW, Medicine & Sharps Program / March 2019	3,148.00
2938	WM CURBSIDE, LLC	Employee Benefit Program / Pay Period Ended April 12, 2019	384.61
2939	ICMA / MFRS AND TRADERS TRUST	Temporary Accountant Services / Week Ending April 5, 2019	2,887.50
2940	ACCOUNTTEMPS	Reimbursement / Mileage	7.88
2941	ANGELQUE FLANAGAN	Telephone / 581-3974 / March 2019	45.18
2942	AT&T	Telephone / 583-1105 / March 2019	20.72
2943	AT&T	Landscaping Maintenance / February - March 2019	28,230.00
2944	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Signage for Dog Park	306.52
2945	CALIBER SIGNS & IMAGING INC	Signage for Shredding Event	1,930.30

CITY OF LAGUNA WOODS
WARRANT REGISTER
05/15/2019

ITEM 6.3

This Report Covers the Period 04/09/2019 through 05/06/2019

Date	Vendor Name	Description	Amount
2946	CALIFORNIA YELLOW CAB	Taxi Voucher Services / March 2019	4,570.00
2947	COUNTY OF ORANGE	Automated Fingerprint ID System / April 2019	658.00
2948	HSW RR, INC	City Hall Maintenance	1,380.89
2949	ICMA RETIREMENT CORPORATION	Plan Fee / 4th Quarter Fiscal Year 2018-19	125.00
2950	KFORCE INC	Temporary Accountant Services / Week Ending March 22, 2019	1,120.16
2951	MAUREEN KANE & ASSOCIATES, INC	City Clerks Association of California Training / Trippy	1,550.00
2952	MUNICIPAL CODE CORP	Municipal Code Hosting / April 2019 - March 2020	500.00
2953	NATIONAL CONSTRUCTION RENTALS, INC.	Fence Rental for Dog Park / April 2019	38.16
2954	NEW MILLENNIUM CONSTRUCTION SERVICES, INC.	City Hall Restroom Repair & Improvement Project	16,142.37
2955	NOTARY SUPER STORE	Office Supplies	71.70
2956	RICOH USA, INC.	Copier Usage / March 2019	286.15
2957	TONY'S LOCKSMITH & SAFE SERV.	City Hall Maintenance	225.00
2958	UNITED STATES FIRE INSURANCE COMPANY	Dog Park Relocation Project / March 2019	20,883.87
2959	PETTY CASH	Replenish Petty Cash	0.00
2960	COUNTY OF ORANGE	Law Enforcement Services / April 2019	229,526.49
2961	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended April 26, 2019	384.61
2962	APRIL BAUMGARTEN	Replacement for Check #2606 dated December 3, 2018	47.68
2963	ACCOMTEMS	Temporary Accountant Services / Week Ending April 12, 2019	2,887.50
2964	AMERICAN ROYAL CROWN	Waste Diversion Deposit Refund	250.00
2965	BUSINESS PLANS, INCORPORATED	125 Cafeteria Plan Administration / April 2019	100.00
2966	CALIFORNIA BLDG STANDARDS COMM	Building Permit Fee Assessment / January - March 2019	223.00
2967	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / March 2019	8,884.00
2968	CIVIL SOURCE	Building Inspection & Counter Services / March 2019	34,880.25
2969	COMPUTER SERVICE COMPANY	Traffic Maintenance / March 2019	4,949.89
2969	COMPUTER SERVICE COMPANY	Traffic Maintenance / July 2017	280.00
2969	COMPUTER SERVICE COMPANY	Traffic Maintenance / July 2018	280.00
2970	COUNTY OF ORANGE	City Boundary Review Services	2,774.00
2971	CSG CONSULTANTS INC	Building Plan Review Services / March 2019	2,507.50
2972	DEPARTMENT OF CONSERVATION	Strong Motion Instrumentation & Seismic Hazard Mapping Fee / January - March 2019	866.21
2973	FIRST AMERICAN TITLE COMPANY	City Boundary Review Services	1,200.00
2974	FOREST PRINTING & COPYING INC	Printing Services	64.65
2975	KI'D. KIM	Waste Diversion Deposit Refund	250.00
2976	MACEACHERN COMPANY	Waste Diversion Deposit Refund	500.00
2977	MANAGED HEALTH NETWORK	Employee Benefits Program / May 2019	12.54
2978	MICHAEL BAKER INTERNATIONAL	Planning Services / March 2019	10,160.00
2979	MR. VIDEO	Office Supplies	95.40
2980	ORANGE COUNTY REGISTER-NOTICES	Public Notices / March 2019	1,221.00
2981	RICHARD J MAERTZ	Waste Diversion Deposit Refund	250.00
2982	RICOH USA, INC.	Copier Lease / May 2019	214.20
2983	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 3)	618.81
2984	VAN DYKE LANDSCAPE ARCHITECTS	Landscape Architectural Services / March 2019	6,290.00
2985	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / May 2019	122.28
2986	WILLDAN ENGINEERING	Code Enforcement Services / March 2019	2,784.00
2986	WILLDAN ENGINEERING	Building Official Services / March 2019	13,080.00
2987	Y & Y CONSTRUCTION	Waste Diversion Deposit Refund	250.00

Total Bank Debits and Warrants: \$ 525,388.93

CITY OF LAGUNA WOODS
WARRANT REGISTER
05/15/2019

This Report Covers the Period 04/09/2019 through 05/06/2019

Date	Vendor Name	Description	Amount
	Petty Cash Expenditures Paid Out (See Note 2)		
	FedEx Office	Binding Services	\$29.58
	USPS	Postage	\$25.50
	Orange County Civic Center	Parking	\$11.00
	Home Depot	Office Supplies	\$86.18
	Home Depot	Dog Park Supplies	\$4.60
	J&M Trophies	Dog Park Supplies	\$85.05
	Kwikeys Lock & Security Services	Office Supplies	\$29.22
	SiteOne Landscape Supply	Dog Park Relocation Project	\$163.49
		Total Petty Cash:	\$434.62
		TOTAL \$	525,823.55

NOTES:

Note 1 - City Councilmembers are eligible to receive either a salary or vehicle reimbursement allowance in the amount of \$300 per month (\$3,600 per year). Such compensation is included in the City's regular payroll (see "ADP Payroll Services" under "Automatic Bank Debits"), unless waived by the Councilmember. For the month of April 2019, the following Councilmembers received compensation in the amount of \$300: Connors, Hatch, Horne, and Rainey.

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

Note 3 - The table below summarizes credit card expenditures paid via Check #2983 to U.S. Bank totaling \$618.81:

FedEx	Postage	\$130.97
Tomo Sushi	Volunteer Appreciation Luncheon	\$156.49
USPS	Postage	\$51.00
Stater Bros.	Volunteer Appreciation Luncheon	\$37.77
American Planning Association	Meeting Registration / Pennington	\$15.00
Fast Signs	City Hall Restroom Repair & Improvement Project	\$227.58
	Total Credit Card Reimbursement:	\$618.81

Administrative Services Director/City Treasurer's Certification

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

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


Elizabeth Torres, Interim Administrative Services Director/City Treasurer

5/9/19
Dated

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6.4
**BUILDING INSPECTION, PERMIT COUNTER,
AND BUILDING OFFICIAL SERVICES**

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**EXTENSION AND AMENDMENT OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
CIVILSOURCE, INC.
FOR BUILDING INSPECTION, PERMIT COUNTER,
AND BUILDING OFFICIAL SERVICES**

This EXTENSION and AMENDMENT of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on September 17, 2014 by and among the City of Laguna Woods, a California municipal corporation ("CITY") and CivilSource, Inc. ("CONSULTANT"), is made and entered into this 15th day of May 2019 by and among CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between October 1, 2014 and 11:59 p.m. on June 30, 2016; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT for any applicable mutually agreeable period through a maximum of 11:59 p.m. on June 30, 2020; and

WHEREAS, the term of the AGREEMENT was previously extended for periods through 11:59 p.m. on June 30, 2019.

NOW THEREFORE, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2019 and ending at 11:59 p.m. on June 30, 2020 with no changes to the terms and conditions of the AGREEMENT.

2. CITY and CONSULTANT hereby agree to an AMENDMENT of EXHIBIT "B" of the AGREEMENT to modify the rates of compensation for "Building Inspector" from "\$70 per hour¹" to "\$73.50 per hour¹" and for "Permit Counter Specialist" from "\$65 per hour¹" to "\$68.25 per hour¹".

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

CITY OF LAGUNA WOODS:

By _____
Cynthia Conners, Mayor

CONSULTANT:

By _____
Jeffrey M. Cooper, PE, Director of Infrastructure

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

6.5
AS NEEDED FINANCIAL CONSULTING
SERVICES

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**EXTENSION OF THE
CONSULTANT SERVICES AGREEMENT
BETWEEN THE
CITY OF LAGUNA WOODS
AND
IRWIN B. BORNSTEIN
FOR AS NEEDED FINANCIAL CONSULTING SERVICES**

This EXTENSION of the CONSULTANT SERVICES AGREEMENT ("AGREEMENT") that was entered into on July 1, 2017, by and among the City of Laguna Woods, a general law city of the State of California ("CITY") and Irwin B. Bornstein, an individual ("CONSULTANT"), is made and entered into this 15th day of May 2019 by and among CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between July 1, 2017 and 11:59 p.m. on June 30, 2018; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT for any applicable mutually agreeable period; and

WHEREAS, the term of the AGREEMENT was previously extended for the period through 11:59 p.m. on June 30, 2019.

NOW THEREFORE, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2019 and ending at 11:59 p.m. on June 30, 2020 with no changes to the terms and conditions of the AGREEMENT.

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

CITY OF LAGUNA WOODS:

By _____
Cynthia Conners, Mayor

CONSULTANT:

By _____
Irwin B. Bornstein

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

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6.6
LAW ENFORCEMENT SERVICES

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TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. TERM.....	3
B. OPTIONAL TERMINATION OR EXTENSION.....	3
C. REGULAR SERVICES BY COUNTY	3
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY	6
E. PATROL VIDEO SYSTEMS.....	9
F. LICENSING SERVICES BY CITY	10
G. PAYMENT	11
H. NOTICES.....	14
I. STATUS OF COUNTY	15
J. STATE AUDIT	15
K. ALTERATION OF TERMS.....	15
L. INDEMNIFICATION.....	16
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM.....	17
N. MOBILE DATA COMPUTERS.....	20
SIGNATURE PAGE.....	22

- Attachment A: Regular Services by County
- Attachment B: City Ordinances
- Attachment C: Payment
- Attachment D: County Billing Policy
- Attachment E: Forfeited and Seized Asset Policy
- Attachment F: TVAP Resolution
- Attachment G: TVAP Form

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A. TERM:

The term of this Agreement shall commence July 1, 2019 and terminate June 30, 2020 unless earlier terminated by either party or extended in the manner set forth herein.

B. OPTIONAL TERMINATION OR EXTENSION:

1. COUNTY or CITY may terminate this Agreement, without cause, upon one-hundred and eighty (180) days written notice to the other party.
2. If COUNTY and CITY have not entered into a written agreement by June 30, 2020 for COUNTY to provide to CITY, during all or part of the period between July 1, 2020 and June 30, 2021, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, 2020 and August 31, 2020 and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, 2019 through June 30, 2020. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

C. REGULAR SERVICES BY COUNTY:

1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as "SHERIFF", shall render to CITY law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of CITY other than licensing ordinances.

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C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY's Council.
3. The level of service, other than for licensing, to be provided by COUNTY for the period July 1, 2019 through June 30, 2020, is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A in this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to staff the CITY's Emergency Operations Center (EOC) with a Lieutenant or Sergeant to assist the CITY with the operations of the EOC. Such services may be considered supplemental to the contract and chargeable to the CITY

C. REGULAR SERVICES BY COUNTY: (Continued)

on a time and material basis to the extent the services provided are at a level greater than that specified in Attachment A of this Agreement.

7. With respect to the licensing ordinances of CITY listed in Attachment B hereto, which is incorporated herein by this reference, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and complete investigations relating to such applications. Such investigations shall be forwarded to CITY Manager. COUNTY shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. COUNTY shall not provide any administrative or investigatory services related to the licensing ordinances listed in Attachment B hereto, except the investigations relating to initial applications for which this subsection provides.

In the event, CITY amends Attachment B, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended Attachment B hereto, as long as said Amendment to this Agreement does not materially change any other provision of this Agreement.

8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment A, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Attachment C and incorporated herein by this reference, and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and CITY Manager shall

C. REGULAR SERVICES BY COUNTY: (Continued)

file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2.

Prior approval by COUNTY's Board of Supervisors and CITY's Council is required before execution of any amendment that brings the aggregate total of changes in costs payable by CITY to more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2 of this Agreement.

9. SHERIFF shall consider input from the CITY Manager regarding the selection and assignment of a Lieutenant to provide services to CITY.

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

1. Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing the normal and regular ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between COUNTY and the bargaining unit(s) representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.
4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of SHERIFF at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.

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D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment C and in the Maximum Obligation set forth in Subsection G-2 has been established without written notification to the CITY.

E. PATROL VIDEO SYSTEMS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called "PVS") that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.
2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of PVS that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or

E. PATROL VIDEO SYSTEMS: (Continued)

replacement/upgrade of said PVS during the period July 1, 2019 through June 30, 2020.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
5. COUNTY will replace and/or upgrade PVS as needed. The costs of replacing/upgrading PVS shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade PVS.

F. LICENSING SERVICES BY CITY:

Upon receipt from COUNTY of investigations of applications for licenses referred to in Subsection C-7 of this Agreement, CITY Manager shall determine whether to grant or deny the licenses and will issue the licenses or notify the applicants of denial. CITY shall provide all attorney services related to the granting, denial, revocation and administration of said licenses and the enforcement of CITY ordinances pertaining to said licenses.

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G. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
2. Unless the level of service set forth in Attachment A is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by COUNTY for the period July 1, 2019 through June 30, 2020 shall be \$2,765,274 as set forth in Attachment C.
The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY's Maximum Obligation.
3. COUNTY shall invoice CITY monthly. During the period of July 1, 2019 through June 30, 2020, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2019 and June 30, 2020.

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G. PAYMENT: (Continued)

4a. At the time this Agreement is executed, there are unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 2019-20 cost set forth in Attachment C nor in the Fiscal Year 2019-20 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2019, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 2019 and June 30, 2020 remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 2019 through June 30, 2020, and CITY's Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 2019 and June 30, 2020 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

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G. PAYMENT: (Continued)

- 4b. If CITY is required to pay for increases as set forth in Subsection G-4a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY, as set forth in Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 2019 through June 30, 2020 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-2 for said period at the time this Agreement originally was executed. The purpose of such adjustment of service levels will be to give CITY the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by CITY. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF with the approval of CITY.
5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, which is attached hereto as Attachment D and incorporated herein by this reference.
6. COUNTY shall charge CITY late payment penalties in accordance with the County Billing Policy.
7. As payment for the Licensing Services described in Subsection C-7 of this Agreement, COUNTY shall retain all fees paid by applicants for licenses pursuant to CITY ordinances listed in Attachment B hereto. Retention of said fees by COUNTY shall constitute payment in full to COUNTY for costs incurred by COUNTY in performing the functions related to licensing described in Subsection C-7; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference

G. PAYMENT: (Continued)

between the amount of fees retained by COUNTY and the fees that were set forth in the ordinances listed in Attachment B at the time this Agreement was executed. If CITY increases the fee schedule for the licensing ordinances set forth in Attachment B, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.

8. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY-established rates and will be credited to CITY on an annual basis.
9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto, which is incorporated herein by this reference.

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

CITY: ATTN: CITY MANAGER
24264 EL TORO ROAD
LAGUNA WOODS, CA 92653

COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
320 NORTH FLOWER STREET, SUITE 108
SANTA ANA, CA 92703

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF COUNTY:

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.

J. STATE AUDIT:

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period until final resolution of said audit, claim or litigation.

K. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of CITY and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

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L. INDEMNIFICATION:

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent

L. INDEMNIFICATION: (Continued)

active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, and with counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

1. COUNTY has established a Traffic Violator Apprehension Program [“the Program”], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF’s law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program,

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the amount and under the terms and conditions set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter called a "TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY's participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new TVAP resolution for Attachment F hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement.

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.
3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:
 - Ten one hundredths of one (0.10) Sergeant
(8 hours per two-week pay period)
 - One (1) Staff Specialist
(80 hours per two-week pay period)
 - One (1) Office Specialist
(80 hours per two-week pay period)

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M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase. In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY's TVAP resolution in effect at the time of purchase.
5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY's share of Program services rendered. In the event of a reduction in level of Program service,

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

N. MOBILE DATA COMPUTERS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, mobile data computers (hereinafter called "MDCs") that are or will be mounted in patrol vehicles and motorcycles designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said MDCs for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2019 through June 30, 2020.

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N. MOBILE DATA COMPUTERS: (Continued)

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars designated for use in the CITY, or for CITY's Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are

in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
5. COUNTY will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade MDCs.

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**ORANGE COUNTY SHERIFF-CORONER
FY 2019-20 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA WOODS
"REGULAR SERVICES BY COUNTY"
(Subsection C-3)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
INVESTIGATION SERVICES:			
Investigator		0.50	40 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Sergeant	Patrol/Traffic	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol/Traffic	0.34	27.20 hrs./per two wk. pay period
Deputy Sheriff II	Patrol/Traffic	6.00	each, 80 hrs./ per two wk. pay period
TOTAL		7.84	

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	1.61%
Deputy Sheriff II	Traffic	4.00	1.61%
Investigative Assistant	Traffic	2.00	1.61%
Office Specialist	Traffic	1.00	1.61%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	1.02%
Investigator	Auto Theft	2.00	1.02%
Investigative Assistant	Auto Theft	1.00	1.02%
Office Specialist	Auto Theft	1.00	1.02%
DIRECT ENFORCEMENT:			
Sergeant	DET	1.00	0.17%
Investigator	DET	1.00	0.17%
SUBPOENA:			
Office Specialist	Subpoena	1.00	1.92%
COURTS:			
Investigative Assistant	Courts	2.00	1.84%
TOTAL		16.90	

**CITY OF LAGUNA WOODS
LICENSING ORDINANCES**

BINGO GAME
BINGO OFFICIAL
CANVASSER/SOLICITOR
COIN DEALER
COMMERCIAL FORTUNETELLER
DANCE INSTRUCTOR (NUDE)
DANCE STUDIO (NUDE)
ESCORT
ESCORT BUREAU
FIGURE MODEL (NUDE)
FIGURE MODEL STUDIO (NUDE)
GUN DEALER
INTERLOCUTRIX (NUDE)
INTRODUCTORY SERVICE
JUNK COLLECTOR
JUNK DEALER
MEDICAL MARIJUANA DISPENSARY
PEDDLER
POOL ROOM
PUBLIC DANCE
RAP SESSION (NUDE)
SECONDHAND DEALER (Pawnbroker)
TAXICAB STAND

**ORANGE COUNTY SHERIFF-CORONER
FY 2019-20 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA WOODS**

**"PAYMENT"
(Subsection G-2)**

COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
INVESTIGATION SERVICES:				
Investigator		0.50	\$ 326,458	\$ 163,229
PATROL AND TRAFFIC SERVICES:				
Sergeant	Patrol/Traffic	1.00	\$ 333,284	\$ 333,284
Sergeant	Patrol/Traffic	0.34	\$ 333,284	\$ 113,317
Deputy Sheriff II	Traffic	6.00	\$ 277,657	\$ 1,665,943
TOTAL POSITIONS		7.84		\$ 2,275,773

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	1.61%	\$ 3,510
Deputy Sheriff II	Traffic	4.00	1.61%	\$ 19,178
Investigative Assistant	Traffic	2.00	1.61%	\$ 4,561
Office Specialist	Traffic	1.00	1.61%	\$ 1,685
AUTO THEFT:				
Sergeant	Auto Theft	0.30	1.02%	\$ 1,112
Investigator	Auto Theft	2.00	1.02%	\$ 6,391
Investigative Assistant	Auto Theft	1.00	1.02%	\$ 1,333
Office Specialist	Auto Theft	1.00	1.02%	\$ 1,081
DIRECT ENFORCEMENT:				
Sergeant	DET	1.00	0.17%	\$ 789
Investigator	DET	1.00	0.17%	\$ 719
SUBPOENA:				
Office Specialist	Subpoena	1.00	1.92%	\$ 1,845
COURTS:				
Investigative Assistant	Courts	2.00	1.84%	\$ 4,611
TOTAL REGIONAL/SHARED		16.90		\$ 46,815

OTHER CHARGES AND CREDITS (Subsection G-2):

OTHER CHARGES:

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff, education incentive pay and on-call; contract administration; data line charges; direct services and supplies; enhanced helicopter response services; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for five and thirty-four hundredths (5.34) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for four and thirty-four hundredths (4.34) units; and transportation charges.

CREDITS:

Credits include: Estimated vacancy credits; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2019-20.

TOTAL OTHER CHARGES AND CREDITS	\$ 442,686
TOTAL COST OF SERVICES (Subsection G-2)	\$ 2,765,274

ATTACHMENT D

COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
 - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS**BACKGROUND**

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

1. NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel other than RNSP personnel, and subsequently forfeited to COUNTY, the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to approval by the forfeiting agency (U.S. Attorney or State) of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, SHERIFF shall apply to the forfeiting agency for the return of a share of the assets to COUNTY. In his application, SHERIFF shall specify the percentage of shared assets returned to COUNTY that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by non-RNSP personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by non-RNSP SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which non-RNSP SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)

Assets (cash or property) that are returned to COUNTY by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and COUNTY only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and COUNTY shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

Subject to conditions imposed by the forfeiting agency and to the requirement that forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash, or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations.

2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS

Assets forfeited as a result of activities conducted by contracted RNSP officers will be used to augment CITY's law enforcement services. Because activities of this type result from the efforts of both contracted officers and other RNSP officers, the percentage of sharing will be determined pursuant to the RNSP Memorandum of Understanding in effect at the time of the seizure. Said Memorandum of Understanding provides that assets are distributed according to percentage amounts based on the number of sworn personnel participating in the RNSP at the time of the seizure. The number of personnel in RNSP, as well as the number of participating agencies in RNSP, may fluctuate during the course of a contract year, thereby affecting the percentage amounts distributed to participating agencies. The percentage amounts distributed to participating agencies may also be affected by action taken by the RNSP Executive Board.

CITY will use RNSP forfeited assets only to augment CITY's law enforcement services. If the forfeiting agency or applicable RNSP Memorandum of Understanding attaches any additional or more specific conditions on the use of said assets, CITY shall abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding.

Subject to conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding and to the requirement that RNSP forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations and the RNSP Memorandum of Understanding.

RESOLUTION N0.01-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ESTABLISHING A TRAFFIC VIOLATOR APPREHENSION PROGRAM AND SETTING FEES FOR THE IMPOUND OF VEHICLES

WHEREAS, the Orange County Sheriff-Coroner (hereinafter "the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

WHEREAS, the Sheriff operates said Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the cities in Orange County that contract for the Sheriff's law enforcement services, including this city; and

WHEREAS, the operation of the Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the cities in Orange County that contract for the Sheriff's law enforcement services, including this city; and

WHEREAS, the operation of the Traffic Violator Apprehension Program on an area-wide basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of Laguna Woods because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, the Orange County Board of Supervisors already has adopted fees for the unincorporated areas of the County that are identical to those described therein; and

WHEREAS, the Orange County Board of Supervisors has directed the establishment in the County Treasury of an interest-earning, budgeted special revenue fund, called "the Traffic Violator Fund" and designated as Fund No. 13B, to be controlled by the Sheriff; and

WHEREAS, the Orange County Board of Supervisors has directed that the proceeds of the County fees that are identical to the fees described herein be deposited in the Traffic Violator Fund; and

WHEREAS, the Orange County Board of Supervisors has directed that the Traffic Violator Fund be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities that contract for the Sheriff's law enforcement services; and

WHEREAS, the Orange County Board of Supervisors has directed that permissible expenditures from the Traffic Violator Fund include, but are not limited to, the costs of personnel

who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program; and

WHEREAS, the Orange County Board of Supervisors has directed that until further order of that Board, the balance remaining in the Traffic Violator Fund at the close of any fiscal year shall be carried forward and accumulated in said Fund for the above-described purposes; and

WHEREAS, the Sheriff has advised this Council of his plans to seek adoption, by the city councils of each of the other cities that contract for the Sheriffs law enforcement services, of fees identical to those described herein, to be used for the Traffic Violator Apprehension Program; and

WHEREAS, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in this city during the normal course of duty; and

WHEREAS, the Sheriff impounds said vehicles pursuant to his authority under the California Vehicle Code as follows:

Vehicle Code Section and Impound Ground

14602.6	Suspended, revoked or unlicensed driver/30-day hold
2 651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h) (1)	Driver arrested
22651 (h) (2)	Order of suspension or revocation pursuant to section 13388
22651 (i) (1)	Multiple parking citations
22651 (j)	Lack of vehicle registration
22651 (k)	Parking over seventy-two hours
22651 (l)	Parking in a construction zone
22651 (m)	Violation of special events restrictions
22651 (n)	No parking zone
22651 (o) (1)	Delinquent vehicle registration
22651 (p)	Drive unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights
22655.3	Removal for investigation (fleeing in violation of Section 2800.1 or 2800.2)
22655.5 (b)	Vehicle is evidence of crime
22669	Abandoned vehicle;

WHEREAS, Vehicle Code section 22850.5 authorizes this Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage or release of properly impounded vehicles; and

WHEREAS, the Sheriff is proposing adoption of the following fees pursuant to Vehicle Code section 22850.5:

- (a) \$152.00 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code section 14602.6, which relates to the licensing status of the driver, and
- (b) \$50.00 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above;

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violation of Vehicle Code section 14602.6 exceed \$152.00 per impound; and

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violation of the other Vehicle Code provisions listed above exceed \$50.00 per impound; and

WHEREAS, the above-described difference in costs is attributable to the additional costs of ascertaining the licensing status of the driver and complying with the complex requirements of Vehicle Code section 14602.6; and

WHEREAS, persons whose vehicles are impounded, rather than the public as a whole, should bear the administrative costs of processing such impounds; and

WHEREAS, Vehicle Code section 22850.5 imposes the following restrictions on the imposition of an administrative fee:

- (a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs; and
- (b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and

WHEREAS, it also is unfair to impose the administrative fee authorized by Vehicle Code section 22850.5 in the following circumstances: (1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from a location where it is not permitted, (2) when the vehicle was stolen, (3) when the

vehicle was left by an ill or injured driver, and (4) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a notice of public hearing with respect to the proposed new fees was given according to law; and

WHEREAS, a public hearing pertaining to said proposed new fees was held on April 18, 2001;

NOW, THEREFORE, BE IT RESOLVED that this Council finds, in accordance with California Public Resources Code section 21080 (b) (8), that the charges listed herein below are only for the purposes of meeting operating expenses and are, therefore, exempt from compliance with the Californian Environmental Quality Act.

BE IT FURTHER RESOLVED that on July 1, 2000, the administrative fees indicated below shall become effective for the removal, impound, storage or release of vehicles properly impounded after removal from locations in this city in accordance with or on account of violation of the provisions of the Vehicle Code listed below.

- (a) A fee of \$152.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section 14602.6, and
- (b) A fee of \$50.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section

22651 (a),
22651 (d),
22651 (e),
22651 (f),
22651 (h)(1),
22651 (h)(2),
22651 (i)(1),
22651 (j),
22651 (k),
22651 (l),
22651 (m),
22651 (n),
22651 (o)(1),
22651 (p),
22651 (r),
22651 (t),
22655.3,
22655.5 (b), or
22669.

BE IT FURTHER RESOLVED that the Sheriff is authorized to collect said fees, on behalf of this city, at the time of release of vehicles that are subject to the fees.

BE IT FURTHER RESOLVED that said fees shall be imposed on the registered owner or the agent of the owner of the impounded vehicle and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs.

BE IT FURTHER RESOLVED that said fees shall not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered legal owner of the vehicle or an agent of that registered or legal owner, and such fees, if otherwise applicable, shall be imposed only upon the person requesting that hearing or appeal.

BE IT FURTHER RESOLVED that said fees shall not be imposed in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the owner made good faith attempts promptly to remove the vehicle from a location where it was not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; or (d) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

BE IT FURTHER RESOLVED that at Sheriff headquarters or at any Sheriff substation, a registered owner or an agent of a registered owner who believes he/she/it is exempt from either of said fees in accordance with any of the above-listed criteria may apply in writing for a waiver of the fee and shall present such supporting information or documentation as the Sheriff may request.

BE IT FURTHER RESOLVED that upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall determine promptly whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.

BE IT FURTHER RESOLVED that until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the county Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in the unincorporated areas of Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.

BE IT FURTHER RESOLVED that expenditure of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program.

BE IT FURTHER RESOLVED that until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any

balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.

Robert Bouer
ROBERT BOUER, Mayor

ATTEST:

Margaret R. Monahan
MARGARET R. MONAHAN, City Clerk

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

I, MARGARET R. MONAHAN, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing Resolution No. 01-11 was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the 18th day of April 2001, by the following vote:

AYES: COUNCIL MEMBERS: Thorpe, Ross, Hack, McLaughlin, Bouer
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None

Margaret R. Monahan
MARGARET R. MONAHAN, City Clerk

The foregoing instrument is a correct copy of the original on file in this office:
Attest this 24th day of April, 2001
City Clerk of the City Laguna Woods, County of Orange, State of California.

By: Margaret R. Monahan

**ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM**

ITEM 6.6

REQUEST	CONTRACT CITY			
	Participating City Request to Purchase From the TVA in FY	Date		
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILITY TO TVA PROGRAM</u>	<u>ESTIMATED COST</u>
CERTIFICATION	<p>THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM</p> <p>CITY MANAGER REQUEST:</p> <p>Printed Name _____</p> <p>Signature: _____ DATE _____</p>			
	ORANGE COUNTY SHERIFF-CORONER DEPARTMENT			
APPROVALS				
	<p>Recommended For Approval CITY POLICE SERVICES CHIEF</p>	<p>MANAGER – TVA PROGRAM</p>		

6.7

**CITY HALL REFURBISHMENT AND SAFETY
PROJECT: PHASE 1 (*NO REPORT*)**

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8.1

**FISCAL YEARS 2019-21 BUDGET AND WORK
PLAN & FISCAL YEARS 2019-30 CAPITAL
IMPROVEMENT PROGRAM DEVELOPMENT**

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: May 15, 2019 Regular Meeting

SUBJECT: Fiscal Years 2019-21 Budget and Work Plan & Fiscal Years 2019-30 Capital Improvement Program Development

Recommendation

Discuss and provide direction to staff.

Discussion

Today's meeting is one of several opportunities for the City Council to receive public input and provide direction to staff on the development of the Fiscal Years 2019-21 Budget and Work Plan (July 1, 2019 through June 30, 2021) & Fiscal Years 2019-30 Capital Improvement Program (July 1, 2019 through June 30, 2030).

Fiscal Years 2019-21 Budget and Work Plan & Fiscal Years 2019-30 Capital Improvement Program Meeting Schedule (tentative and subject to change)	
Wednesday, March 20, 2019 at 2 p.m.	<i>kick-off workshop,</i> <i>discussion and development</i> ✓
Wednesday, April 24, 2019 at 2 p.m.	<i>discussion and development</i> ✓
Wednesday, May 15, 2019 at 2 p.m.	– <i>discussion and development</i>
Wednesday, June 19, 2019 at 2 p.m.	– <i>discussion and development</i>
Wednesday, June 26, 2019 at 2 p.m.	– <i>consideration of adoption</i>

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