

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, March 17, 2021
2:00 p.m.

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

Shari L. Horne
Mayor

Carol Moore
Mayor Pro Tem

Cynthia Conners
Councilmember



Noel Hatch
Councilmember

Ed H. Tao
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, 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, CMC, City Clerk



Date

NOVEL CORONAVIRUS (COVID-19) NOTICE

Please consider participating in this City Council meeting remotely. Written public comments may be submitted via email (cityhall@cityoflagunawoods.org) or by mail (Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637), provided that they are received by the City prior to 2 p.m. on the day of the meeting. Written public comments may be read or summarized to the City Council at the meeting, and parties submitting comments should be aware that their email addresses and any information submitted may be disclosed or become a matter of public record. No party should expect privacy of such information.

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

V. PUBLIC COMMENTS

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

VI. CONSENT CALENDAR

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

6.1 City Council Minutes

Recommendation: Approve the City Council meeting minutes for the regular meeting on January 20, 2021.

6.2 City Treasurer's Report

Recommendation: Receive and file the City Treasurer's Report for the month of February 2021.

6.3 Warrant Register

Recommendation: Approve the warrant register dated March 17, 2021 in the amount of \$831,513.15.

6.4 Fiscal Years 2019-21 Budget Adjustments

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2019-21 BUDGET AND WORK PLAN FOR FISCAL YEAR 2019-20 COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATED TO ADJUSTMENTS OF PEG/CABLE TELEVISION FUND APPROPRIATIONS FOR THE CITY HALL TELEVISION BROADCAST IMPROVEMENT PROJECT, AND FEDERAL GRANTS FUND APPROPRIATIONS FOR THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT

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 Information Technology 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 Practical Data Solutions for information technology services and authorize the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.7 Landscape Maintenance Services

Recommendation: Approve an extension of the agreement with BrightView Landscape Services for landscape maintenance services and authorize the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.8 Traffic Signal, Street Light, and City Hall Lighting Maintenance Services

Recommendation: Approve an extension of the agreement with Siemens Mobility, Inc. for traffic signal, street light, and City Hall lighting maintenance services and authorize the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.9 As Needed Waste Management 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 Michael Balliet for as needed waste management consulting services and authorize the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.10 Solid Waste Handling Services Franchise Agreement

Recommendation: Approve a third amendment to the agreement between City of Laguna Woods and Waste Management Collection and Recycling, Inc. for solid waste handling services and authorize the Mayor to execute the amendment, subject to approval as to form by the City Attorney.

6.11 Tree Pruning and Removal Services

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

6.12 General Plan Annual Report

Recommendation: Receive and file the General Plan Annual Report for the 2021 calendar year.

6.13 Road Repair and Accountability Act of 2017 Project List

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A LIST OF FISCAL YEAR 2021-22 PROJECTS PROPOSED TO RECEIVE FUNDING FROM THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017'S LOCAL STREETS

AND ROADS FUNDING PROGRAM (ROAD MAINTENANCE AND REHABILITATION ACCOUNT), AS REQUIRED BY CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 2034(A)(1), AND MAKING RELATED AUTHORIZATIONS

6.14 Rejection of Claim

Recommendation: Reject the following claim: Richard Foley vs. City of Laguna Woods, Claimant: Richard Foley.

6.15 Laguna Woods Civic Support Fund

Recommendation: Appoint James Tung to the Board of Directors for the Laguna Woods Civic Support Fund as a resident member.

VII. PUBLIC HEARINGS

VIII. CITY COUNCIL BUSINESS

8.1 California Public Employees' Retirement System Contract

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

8.2 Southern California Association of Governments' 2021 General Assembly Delegate and Alternate Delegate

Recommendation: Appoint members of the City Council to serve as a delegate and alternate at the Southern California Association of Governments' 2021 General Assembly.

8.3 Senior Mobility Program

Recommendation: Due to the impacts of COVID-19, waive the Senior Mobility Program's annual enrollment fee of \$10 per person for Fiscal Year 2021-22.

8.4 Temporary Sign Permit and Special Event Permit Fees (agendized by Mayor Horne)

Recommendation: Due to the impacts of COVID-19, waive the temporary sign permit fee of \$76 and the special event permit fee of \$304 through June 30, 2021.

8.5 Local Control of Zoning and Housing Issues (agendized by Mayor Pro Tem Moore)

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES

8.6 City Council Meeting Schedule

Recommendation: Schedule an adjourned regular City Council meeting to occur prior to April 9, 2021 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

IX. CITY COUNCIL REPORTS AND COMMENTS

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

9.1 Coastal Greenbelt Authority Councilmember Connors; Alternate: Councilmember Tao

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

X. CLOSED SESSION

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Adjourned Regular Meeting: Wednesday, May 5, 2021 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

Next Regular Meeting: Wednesday, May 19, 2021 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

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6.0
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: March 17, 2021 Regular Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the March 17, 2021 Consent Calendar by single motion and City Council action.

Background

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

Summary

The March 17, 2021 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on January 20, 2021.
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of February 2021.
- 6.3 Approval of the warrant register dated March 17, 2021 in the amount of \$831,513.15. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at or from City Hall.

- 6.4 Adoption of a resolution amending and adopting the Fiscal Years 2019-21 Budget and Work Plan for Fiscal Year 2019-20 commencing July 1, 2019 and ending June 30, 2020, and Fiscal Year 2020-21 commencing July 1, 2020 and ending June 30, 2021, related to adjustments of PEG/Cable Television Fund appropriations for the City Hall Television Broadcast Improvement Project, and Federal Grants Fund appropriations for the Coronavirus Aid, Relief, and Economic Security Act. The proposed resolution would increase Fiscal Year 2021-22 appropriations for the PEG/Cable Television Fund by \$2,668 and the Federal Grants Fund by \$1,411.
- 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 consulting 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, 2022 with no increase in rates or other changes to terms and conditions.
- 6.6 [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. Practical Data Solutions is the City's current information technology services vendor and has provided those services continuously since mid-2014 with additional service for numerous years preceding mid-2012. With the continuing need for the services provided by Practical Data Solutions and in the interest of maintaining continuity and systems knowledge, staff recommends waiving competitive bidding requirements for the proposed extension.

AND

- [2] Approval of an extension of the agreement with Practical Data Solutions for information technology 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, 2022 with no increase in rates or other changes to terms and conditions.
- 6.7 Approval of an extension of the agreement with BrightView Landscape Services for landscape maintenance 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 two-year period through June 30, 2023, as allowed by the existing agreement.
- 6.8 Approval of an extension of the agreement with Siemens Mobility, Inc. for traffic signal, street light, and City Hall lighting maintenance 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 two-year period through June 30, 2023, as allowed by the existing agreement.
- 6.9 [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. Michael Balliet is a highly qualified waste management professional who has provided as needed waste management consulting services to the City for many years. Mr. Balliet provides or has provided similar services to the cities of Irvine, Costa Mesa, Newport Beach, Placentia, and Yorba Linda. Due to the continuing need for the services provided by Mr. Balliet, Mr. Balliet's performance to-date, and the value of maintaining continuity of

contract service providers as the City continues to work to comply with the State of California's waste-related mandates, staff recommends waiving competitive bidding requirements for the proposed extension.

AND

[2] Approval of an extension of the agreement with Michael Balliet for as needed waste management 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, 2022 with no increase in rates or other changes to terms and conditions.

- 6.10 Approval of a third amendment to the agreement between City of Laguna Woods and Waste Management Collection and Recycling, Inc. for solid waste handling services and authorization for the Mayor to execute the amendment, subject to approval as to form by the City Attorney. The proposed amendment would extend Waste Management's deadline to opt out of a four-year extension of the agreement from March 31, 2021 to May 15, 2021. The deadline was previously extended from January 1, 2021 to March 31, 2021. Staff is presently engaged in discussion with Waste Management regarding a potential extension of the agreement and does not expect that discussion to be complete by March 31, 2021.
- 6.11 Approval of an agreement with West Coast Arborists, Inc. for tree pruning and removal services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The Request for Proposals ("RFP") for tree pruning and removal services was released on February 4, 2020 with proposals due by February 26, 2020. Three proposals were received (Cornerstone Landscape Care, Great Scott Tree Service, and West Coast Arborists). After reviewing all proposals, staff recommends that the City Council award the agreement to West Coast Arborists due to factors including, but not limited to, cost, experience, and qualifications. West Coast Arborists provided tree pruning and removal services to the City from March 1, 2017 to February 28, 2018, and provides or has provided similar services for the cities of Anaheim, Fullerton, Huntington Beach, Laguna Hills, Santa Ana, and Tustin, as well as the County of Orange.
- 6.12 Approval of a motion to receive and file the General Plan Annual Report for the 2021 calendar year. The City is required to file a report describing the

status of the implementation of the General Plan with the City Council, the State of California's Office of Planning and Research, and the State of California's Department of Housing and Community Development no later than April 1 of each year [California Government Code Section 65400(a)(2)].

- 6.13 Adoption of a resolution adopting a list of Fiscal Year 2021-22 projects proposed to receive funding from the Road Repair and Accountability Act of 2017's Local Streets and Roads Funding Program (Road Maintenance and Rehabilitation Account), as required by California Streets and Highways Code Section 2034(A)(1), and making related authorizations. Consistent with the Fiscal Years 2019-30 Capital Improvement Program, the proposed resolution identifies the "Pavement Management Plan Project (Southbound Moulton Parkway between Via Campo Verde and Calle Cortez)" as the Fiscal Year 2021-22 project proposed to receive the specified funding.
- 6.14 Rejection of the following claim: Richard Foley vs. City of Laguna Woods, Claimant: Richard Foley. Carl Warren & Company, the City's third-party claims administrator, recommends that the City reject this claim. Additional information is available at or from City Hall.
- 6.15 Appointment of James Tung to the Board of Directors for the Laguna Woods Civic Support Fund as a resident member. Mr. Tung is a current board member of the Laguna Woods Village Chinese American Club and has relevant experience. This action is recommended by the Laguna Woods Civic Support Fund Board of Directors.

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6.1
CITY COUNCIL MINUTES

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
January 20, 2021
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Horne called the Regular Meeting of the City Council of the City of Laguna Woods to order at 2:03 p.m.

II. ROLL CALL

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

All Councilmembers participated via teleconference as permitted by Governor Newsom's Executive Order N-29-20 (dated March 17, 2020).

STAFF PRESENT: City Manager Macon, City Clerk Trippy

City Manager Macon and City Clerk Trippy participated in-person at the meeting location.

III. PLEDGE OF ALLEGIANCE

Councilmember Tao led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

**4.1 COVID-19 Remembrance
(agendized by Mayor Horne)**

Mayor Horne made comments and called for a moment of silence.

A moment of silence was observed.

Councilmembers made comments.

V. PUBLIC COMMENT

Mark Monin, resident, commented on the El Toro Water District.

Mayor Horne and Councilmember Conners briefly responded to Mr. Monin’s comments.

VI. CONSENT CALENDAR

Moved by Councilmember Conners, seconded by Mayor Pro Tem Moore, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 6.1 – 6.4. This vote was conducted by roll call.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on November 18, 2020 and the regular meeting on December 16, 2020.

6.2 City Treasurer’s Report

Received and filed the City Treasurer’s Report for the month of December 2020.

6.3 Warrant Register

Approved the warrant register dated January 20, 2021 in the amount of \$963,247.63.

6.4 Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 4

1. Approved final record plans and specifications reflecting completion of the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 4”.

AND

2. Accepted project completion of the contract agreement with CT&T Concrete Paving, Inc. for the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 4”.

AND

3. Release contract retention in the amount of \$5,847.40 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange, provided no Stop Notices are on file with the City preventing the release of the contract retention.

AND

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

VII. PUBLIC HEARINGS

- 7.1 Conditional Use Permit CUP-1453 to allow for the establishment of a day care nursery use at 2442 Moulton Parkway, Laguna Woods, CA 92637

City Manager Macon made a presentation.

City Attorney Cosgrove joined the meeting via teleconference.

Mayor Horne opened the public hearing.

With no one requesting to speak, Mayor Horne closed the public hearing.

Councilmembers discussed the item. Staff and Marian Marigliano, on behalf of the applicant (Nigel Children's Center), answered related questions.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Conners, 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, APPROVING CONDITIONAL USE PERMIT CUP-1453 TO ALLOW FOR A DAY CARE NURSERY USE AT 2442 MOULTON PARKWAY, LAGUNA WOODS, CA 92637 AND DETERMINING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTIONS 15301 AND 15332 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

This vote was conducted by roll call.

- 7.2 Community Development Block Grant (CDBG) Public Facilities & Improvements Project Proposal

City Manager Macon made a presentation.

Mayor Horne opened the public hearing.

With no one requesting to speak, Mayor Horne closed the public hearing.

Councilmembers discussed the item.

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

1. Ratify the City Manager's submittal of a proposal to the County of Orange requesting

\$150,000 in Community Development Block Grant (CDBG) funds under the Fiscal year 2021-22 Public Facilities & Improvements grant program (County of Orange RFP No. 012-202301) to support the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5”, which generally consists of pedestrian path-of-travel improvements to sidewalks located on Santa Maria Avenue.

AND

2. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RATIFYING THE SUBMITTAL OF A PROPOSAL TO THE COUNTY OF ORANGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, PROSPECTIVELY ACCEPTING THE AWARD OF SUCH CDBG FUNDS, AND MAKING RELATED AUTHORIZATIONS RELATED TO THE FISCAL YEAR 2021-22 PUBLIC FACILITIES & IMPROVEMENTS GRANT PROGRAM (COUNTY OF ORANGE RFP NO. 012-202301)

This vote was conducted by roll call.

7.3 Automated External Defibrillator Regulations

City Manager Macon made a presentation.

Mayor Horne opened the public hearing.

Mark Monin, resident, expressed his support for the recommended action.

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

City Manager Macon responded to a question from Councilmember Conners.

Moved by Councilmember Hatch, seconded by Councilmember Conners, and carried unanimously on a 5-0 vote, to approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADDING CHAPTER 10.05 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO AUTOMATED EXTERNAL DEFIBRILLATORS

This vote was conducted by roll call.

VIII. CITY COUNCIL BUSINESS

8.1 Temporary Sign Permit and Special Event Permit Fees
(agendized by Mayor Horne)

Mayor Horne made comments.

Moved by Councilmember Hatch, seconded by Councilmember Conners, and carried unanimously on a 5-0 vote, to, due to the impacts of COVID-19, waive the temporary sign permit fee of \$76 and the special event permit fee of \$304 through March 31, 2021. This vote was conducted by roll call.

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

Councilmember Conners provided a report.

9.2 Orange County Fire Authority

Councilmember Hatch provided a report.

9.3 Orange County Library Advisory Board

Mayor Pro Tem Moore stated that there had been no meeting since the last meeting and commented on COVID-19.

9.4 Orange County Mosquito and Vector Control District

Mayor Horne provided a report.

9.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Conners provided a report.

9.6 South Orange County Watershed Management Area

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

9.7 Other Comments and Reports

Mayor Horne commented on meetings with other Orange County officials on COVID-19.

Councilmember Conners commented on COVID-19.

Mayor Horne briefly responded to Councilmember Conners' comments and commented on vaccination efforts for Laguna Woods Village residents.

X. CLOSED SESSION – None

XI. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned at 3:15 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, February 17, 2021 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Adopted: March 17, 2021

SHARI L. HORNE, Mayor

6.2
CITY TREASURER'S REPORT

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City of Laguna Woods
City Treasurer's Report
 For the Month Ended February 28, 2021

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 1/31/21	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 2/28/21	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	\$ 891,009	\$ 419,060	\$ (831,740)	\$ 100,000	\$ 578,329	5.13%	
Cash Balances, Multi-Bank Securities (MBS) Account (Note 2 and 4)	\$ 5,724	\$ 5,643	\$ (5,876)	\$ -	\$ 5,490	0.05%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 10,905	\$ 5,023	\$ (5,643)	\$ -	\$ 10,284	0.09%	
Petty Cash	\$ 1,500	\$ 227	\$ (250)	\$ -	\$ 1,477	0.01%	
Total Cash and Cash Equivalents	\$ 909,137	\$ 429,953	\$ (843,509)	\$ 100,000	\$ 595,581	5.29%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF) (Notes 2 and 3)	\$ 6,210,022	\$ -	\$ -	\$ -	\$ 6,210,022	55.13%	
Orange County Investment Pool (OCIP) (Notes 2 and 3)	\$ 2,176,946	\$ 1,596	\$ (108)	\$ -	\$ 2,178,434	19.34%	
Total Pooled Money Investment Accounts	\$ 8,386,968	\$ 1,596	\$ (108)	\$ -	\$ 8,388,455	74.47%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit (fair value) (Note 2)	\$ 2,386,224	\$ -	\$ -	\$ (105,646)	\$ 2,280,579	20.25%	
Total Investments - Interest and Income Bearing	\$ 2,386,224	\$ -	\$ -	\$ (105,646)	\$ 2,280,579	20.25%	30.00%
TOTAL	\$ 11,682,330	\$ 431,549	\$ (843,618)	\$ (5,646)	\$ 11,264,615	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (1,194,070)	\$ 1,772,399	\$ 578,329
Cash Balances, MBS Account	\$ 5,490	\$ -	\$ 5,490
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 10,284	\$ -	\$ 10,284
Petty Cash	\$ 1,477	\$ -	\$ 1,477
LAIF	\$ 6,210,022	\$ -	\$ 6,210,022
OCIP	\$ 2,178,434	\$ -	\$ 2,178,434
Certificates of Deposit	\$ 2,280,579	\$ -	\$ 2,280,579
Totals	\$ 9,492,215	\$ 1,772,399	\$ 11,264,615

(See NOTES on Page 3 of 3)



City of Laguna Woods
City Treasurer's Report
For the Month Ended February 28, 2021

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)														
05580AMD3	2018-4	BMW BANK NORTH AMERICA	36 months	03/23/18	03/29/18	245,000	245,561	245,000	2.700	Semi-Annual	09/29/18	Green***	2.700	03/29/21
254673RS7	2018-5	DISCOVER BANK (#5649)	36 months	07/11/18	07/18/18	245,000	247,874	245,000	3.000	Semi-Annual	01/18/19	Green***	3.000	07/19/21
87164YQG2	2018-8	SYNCHRONY BANK RETAIL/MORGAN	60 months	05/19/17	05/19/17	100,000	102,856	98,716	2.470	Semi-Annual	11/19/17	Green***	2.400	05/19/22
90348JEA4	2018-6	UBS BANK USA	48 months	10/01/18	10/05/18	245,000	257,316	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	267,324	245,000	3.550	Semi-Annual	05/15/19	Green***	3.550	11/15/23
02589AA28	2018-9	AMERICAN EXPRESS NATL	60 months	12/04/18	12/04/18	240,000	262,296	240,000	3.550	Semi-Annual	06/04/19	Green***	3.550	12/04/23
33715LCZ1	2018-10	FIRST TECHNOLOGY FED CU MTN VIEW	60 months	12/07/18	12/12/18	245,000	268,238	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	264,786	245,000	2.850	Monthly	05/10/19	Green*	2.850	04/10/24
75472RBB6	2020-1	RAYMOND JAMES BK NATL ASSN	60 months	02/06/20	02/14/20	245,000	258,539	245,000	1.750	Semi-Annual	08/14/20	Green***	1.750	02/14/25
59013KGJ9	2020-2	MERRICK BANK	60 months	03/24/20	03/31/20	100,000	105,788	100,000	1.800	Monthly	05/01/20	Green***	1.800	03/31/25
Accrued Interest - Month End							10,284							
Total CDs						2,155,000	2,290,863	2,153,716						

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

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

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

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

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

Government Pooled Money Investment Accounts (PMIA) (Notes 2 and 3)

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	6,210,022	6,210,022	6,210,022	Pending	N/A	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	2,178,434	2,178,434	2,178,434	Pending	N/A	N/A	N/A	N/A	N/A
Total PMIA						8,388,455	8,388,455	8,388,455						

(See NOTES on Page 3 of 3)



City of Laguna Woods
City Treasurer's Report
 For the Month Ended February 28, 2021

CASH AND INVESTMENTS

	Beginning Balances As of 1/31/21	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 2/28/21
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) <small>(CERBT holds all assets and administers the OPEB Trust)</small>	\$ 137,454	\$ -	\$ (9)	\$ (235)	\$ 137,210
Total Other Funds - Held in Trust	<u>\$ 137,454</u>	<u>\$ -</u>	<u>\$ (9)</u>	<u>\$ (235)</u>	<u>\$ 137,210</u>

Notes:

Note 1 - Analyzed Checking Account / Monthly activity reported does not reflect February 2021 vendor invoicing processed after the date of this report.

Note 2 - During February 2021, transaction activity in pooled money investment accounts, investment accounts and fiduciary trusts included:

LAIF / The City made no deposits to or withdrawals from the LAIF account. The balance includes an adjustment in the amount of \$31,363.52 to reflect the fair market value of the investment at June 30, 2020.

OCIP / The City made no deposits to or withdrawals from the OCIP account. The balance includes an adjustment in the amount of \$18,013.41 to reflect the fair market value of the investment at June 30, 2020.

Investments / The City withdrew \$100,000 upon maturity of Morgan Stanley Bank Certificate of Deposit. The amount was transferred to the City's checking account. Investments were adjusted in the amount of (\$5,645.65) to report balances at fair market value as of February 28, 2021.

OPEB Trust / The City made no contributions to or withdrawals from the OPEB Trust. The OPEB Trust experienced a net loss of \$244.19 in February 2021.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported February 2021 net of related fees were:

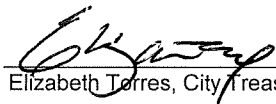
Pool	Earnings Post	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month / Quarter Gross Yield	Current Month / Quarter Earnings Will Post	Notes
LAIF	Quarterly	\$0	N/A	See Notes	April 2021	Total pool interest yield for February 2021 was 0.407% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
OCIP	Monthly	\$1,596	November 2020	See Notes	See Notes	Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at February 28, 2021 was \$4,014.97. February 2021 interest rate was 0.803% 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 \$5,643.33 and transferred out \$5,876.49 in cash balances to the City's checking account in February 2021. Cash balances to be invested or paid out are classified separately on page 1 of 3. The City's portfolio also has \$10,284.26 in accrued interest, not yet vested.

City Treasurer's Certification

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

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


 Elizabeth Torres, City Treasurer

3/11/21
 Date

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6.3 WARRANT REGISTER

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CITY OF LAGUNA WOODS
WARRANT REGISTER
March 17, 2021

ITEM 6.3

This Report Covers the Period 02/01/2021 through 02/28/2021

Date	Vendor Name	Description	Amount
Debit			
<i>Automatic Bank Debits:</i>			
02/02/2021	GLOBAL PAYMENTS / OPEN EDGE	Credit Card Processing Fees / January 2021	624.54
02/02/2021	AUTHORIZE.NET	Online Credit Card Processing Fees / January 2021	12.00
02/02/2021	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/01/2021	2,993.56
02/02/2021	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/01/2021	1,796.62
02/02/2021	BUSINESS PLANS	Employee Benefit Program / January 2021	67.87
02/04/2021	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 01/29/2021	19,821.64
02/04/2021	ADP TAX	Payroll Taxes / Pay Period Ended 01/29/2021	9,124.28
02/05/2021	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Periods Ended 1/1/2021 and 1/15/2021	368.72
02/10/2021	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 01/29/2021	1,488.46
02/10/2021	BUSINESS PLANS	Employee Benefit Program / February 2021	6.60
02/11/2021	CALPERS - HEALTH	Employee Benefit Program / February 2021	6,671.20
02/12/2021	COUNTY OF ORANGE - SHERIFF	Law Enforcement Services / February 2021	241,139.80
02/12/2021	U.S. BANK	Bank Service Charges / January 2021	112.37
02/16/2021	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 1/15/2021	1,959.36
02/16/2021	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 1/15/2021	2,993.56
02/17/2021	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 02/12/2021	18,759.73
02/18/2021	ADP TAX	Payroll Taxes / Pay Period Ended 02/12/2021	8,662.38
02/19/2021	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 02/12/2021	1,488.46
02/23/2021	BUSINESS PLANS	Employee Benefit Program / January 2021	27.41
02/05/2021	ADP PAYROLL SERVICES	Payroll Processing Fees / Quarterly and Year End Processing	98.25
Check			
<i>Warrants:</i>			
4590	02/04/2021	BOUTWELL FAY LLP	510.00
4591	02/04/2021	BRIGHTVIEW LANDSCAPE SERVICES, INC.	15,237.11
4592	02/04/2021	BUREAU VERITAS NORTH AMERICA INC	3,851.25
4593	02/04/2021	CAPTIONING UNLIMITED	200.00
4594	02/04/2021	HINDERLITER DE LLAMAS & ASSOCIATES	750.00
4595	02/04/2021	MANAGED HEALTH NETWORK	18.81
4596	02/04/2021	MICHAEL BAKER INTERNATIONAL	7,539.00
4597	02/04/2021	NAVIA BENEFIT SOLUTIONS, INC	100.00
4598	02/04/2021	PV MAINTENANCE INC	33,666.51
4599	02/04/2021	RICOH USA, INC.	214.20
4600	02/04/2021	RUTAN & TUCKER, LLP	247.50
4601	02/04/2021	TALIMAR SYSTEMS, INC	4,104.20
4601	02/04/2021	TALIMAR SYSTEMS, INC	684.48
4602	02/04/2021	THE LIFETRENDS GROUP	110.91
4603	02/04/2021	VISION SERVICE PLAN OF AMERICA	83.95
4604	02/09/2021	SOUTHERN CALIFORNIA EDISON	1,859.85
4605	02/09/2021	MATRIX IMAGING PRODUCTS, INC	10,750.89
4606	02/12/2021	360 BUSINESS CONSULTING	200.00
4607	02/12/2021	AT&T	4.53
4608	02/12/2021	AT&T	2,012.72

CITY OF LAGUNA WOODS

ITEM 6.3

WARRANT REGISTER

March 17, 2021

This Report Covers the Period 02/01/2021 through 02/28/2021

Date	Vendor Name	Description	Amount
4609	02/12/2021 AT&T	Telephone / 639-0500 / January 2021	120.15
4610	02/12/2021 AT&T	Telephone / 458-3487 / January 2021	45.59
4611	02/12/2021 BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / December 2020	1,840.10
4612	02/12/2021 BUREAU VERITAS NORTH AMERICA INC	Building Plan Review Services / December 2020	4,252.50
4613	02/12/2021 CALIFORNIA CHAMBER OF COMMERCE	Office Supplies	143.24
4614	02/12/2021 COUNTY OF ORANGE	800 MHz Communication Charges / October - December 2020	264.00
4615	02/12/2021 COUNTY OF ORANGE	Automated Fingerprint ID System / February 2021	726.00
4616	02/12/2021 COUNTY OF ORANGE	800 MHz Communication Charges / January - March 2021	869.00
4617	02/12/2021 HARDY & HARPER, INC	Pavement Management Plan Project	182,658.40
4618	02/12/2021 IRWIN B BORNSTEIN, CPA	Financial Consulting Services / January 2021	213.75
4619	02/12/2021 ITERIS, INC	Traffic Engineering / January 2021	6,100.00
4620	02/12/2021 KONE INC.	City Hall Elevator Maintenance / February 2021	225.00
4621	02/12/2021 NEW MILLENNIUM CONSTRUCTION SERVICES, INC.	City Hall Refurbishment & Safety Project: Phase 2	31,258.56
4622	02/12/2021 OBR ARCHITECTURE, INC.	City Hall/Public Library Project	3,160.00
4623	02/12/2021 ORANGE COUNTY CLERK-RECORDER	Document Recording Fee	194.00
4624	02/12/2021 ORANGE COUNTY REGISTER-NOTICES	Public Notices / January 2021	1,227.00
4625	02/12/2021 PARK CONSULTING GROUP, INC	Software Implementation Services / January 2021	6,831.25
4626	02/12/2021 PETTY CASH	Replenish Petty Cash / January 2021	-
4627	02/12/2021 PRACTICAL DATA SOLUTIONS	IT Support Services / January 2021	3,051.64
4627	02/12/2021 PRACTICAL DATA SOLUTIONS	Remote Access Software Fees / February 2021 - January 2022	1,447.94
4628	02/12/2021 PV MAINTENANCE INC	Streets, City Hall & Park Maintenance / January 2021	13,817.10
4629	02/12/2021 RECREATION BRANDING SERVICES	Graphic Design / July 2020 - December 2020	552.00
4630	02/12/2021 RICOH USA, INC.	Copier Usage / November 2020 - January 2021	147.85
4631	02/12/2021 SOUTHERN CALIFORNIA EDISON	Electric Services / January 2021	6,694.85
4632	02/12/2021 SUNSET PROPERTY SERVICES	Street Sweeping Services / January 2021	2,832.00
4633	02/12/2021 THALES CONSULTING INC.	State Controller's Report / Fiscal Year 2019-20	1,060.00
4634	02/12/2021 THE GAS COMPANY	Gas Service - City Hall / January 2021	129.93
4635	02/12/2021 WILLDAN ENGINEERING	Code Enforcement Services / January 2021	2,987.00
4635	02/12/2021 WILLDAN ENGINEERING	Building Official, Permit Counter & Inspection Services / January 2021	44,255.00
4636	02/12/2021 WM CURBSIDE, LLC	HHW, Medicine & Sharps Program / January 2021	2,526.50
4637	02/18/2021 AT&T	Telephone / 583-1105 / January 2021	23.86
4638	02/18/2021 AT&T	Telephone / 581-9821 / January 2021	107.08
4639	02/18/2021 CALIFORNIA YELLOW CAB	Taxi Voucher Services / January 2021	1,006.00
4640	02/18/2021 CITY OF LAGUNA BEACH	Animal Control & Shelter Services / January 2021	9,087.17
4641	02/18/2021 COUNTY OF ORANGE	General Election Services / November 2020	20,183.78
4642	02/18/2021 DC PLUMBING, HEATING AND AIR CONDITIONING	City Hall Maintenance / January 2021	6,195.00
4643	02/18/2021 EL TORO WATER DISTRICT	Water Service / December 2020	3,633.10
4644	02/18/2021 ICMA RETIREMENT CORPORATION	Plan Fee / 3rd Quarter Fiscal Year 2020-21	125.00
4645	02/18/2021 NEW MILLENNIUM CONSTRUCTION SERVICES, INC.	City Hall Refurbishment & Safety Project: Phase 2	57,095.18
4646	02/18/2021 OMNI ENTERPRISE INC	Janitorial Services / January 2021	3,980.00
4647	02/18/2021 ORANGE COUNTY CLERK-RECORDER	Document Recording Fee	50.00
4648	02/18/2021 WLC ARCHITECTS	City Hall Refurbishment & Safety Project: Phase 2	1,000.00
4649	02/18/2021 IE, INC	Replacement for Check #3711 dated February 14, 2020	89.00
4650	02/26/2021 BUREAU VERITAS NORTH AMERICA INC	Building Plan Review Services / January 2021	3,421.25

**CITY OF LAGUNA WOODS
WARRANT REGISTER
March 17, 2021**

This Report Covers the Period 02/01/2021 through 02/28/2021

Date	Vendor Name	Description	Amount	
4651	02/26/2021	CALIFORNIA DEPT. OF TAX & FEE ADMINISTRATION	2020 Use Tax Filing	707.00
4652	02/26/2021	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / January 2021	2,258.00
4653	02/26/2021	CAPTIONING UNLIMITED	Closed Captioning / February 2021	200.00
4654	02/26/2021	FOREST PRINTING & COPYING INC	Printing Services	743.48
4655	02/26/2021	MANAGED HEALTH NETWORK	Employee Benefits Program / March 2021	18.81
4656	02/26/2021	NAVIA BENEFIT SOLUTIONS, INC	125 Cafeteria Plan Administration / February 2021	100.00
4657	02/26/2021	RICOH USA, INC.	Copier Lease / March 2021	214.20
4658	02/26/2021	STAPLES	Office and Janitorial Supplies	382.33
4659	02/26/2021	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 3)	899.84
			Total Bank Debits and Warrants:	\$ 831,513.15

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 February 2021, the following Councilmembers received compensation in the amount of \$300: Conners, Hatch, Horne and Tao.

Note 2 - Petty cash is reported as cash is paid out, not when the fund is replenished. No petty cash transactions were paid during this time period. The petty cash replenishment on February 12, 2021 was to replenish the overdrawn cash drawers for taxi voucher refunds.

Note 3 - The table below summarizes credit card expenditures paid via Check #4659 to U.S. Bank totaling \$899.84:

Amazon	Office Supplies (COVID-19)	\$86.88
Thomas Bai Studio	Office Supplies	\$68.00
Wayfair	Office Supplies	(\$90.00)
Adobe	Office Supplies	\$78.50
Authorize.net	Online Credit Card Processing Fees / December 2020	\$18.97
Zoom	Video Conferencing	\$14.99
Microsoft	Office 365 Subscription	\$262.50
Government Finance Officers Association	Comprehensive Annual Financial Report Review Fee	\$460.00
		Total Credit Card Reimbursement:
		\$899.84

Administrative Services Director/City Treasurer's Certification

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

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


Elizabeth Torres, Administrative Services Director/City Treasurer

3/11/21
Dated

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6.4
FISCAL YEARS 2019-21 BUDGET
ADJUSTMENTS

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RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2019-21 BUDGET AND WORK PLAN FOR FISCAL YEAR 2019-20 COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATED TO ADJUSTMENTS OF PEG/CABLE TELEVISION FUND APPROPRIATIONS FOR THE CITY HALL TELEVISION BROADCAST IMPROVEMENT PROJECT, AND FEDERAL GRANTS FUND APPROPRIATIONS FOR THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT

WHEREAS, the Fiscal Years 2019-21 Budget (“Budget”) was adopted by the City Council on June 26, 2019; and

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

WHEREAS, the “City Hall Television Broadcast Improvement Project” is included in the Capital Improvement Program; and

WHEREAS, with implementation of the City Hall Television Broadcast Improvement Project substantially complete, it is necessary to increase Fiscal Year 2021-22 appropriations for the PEG/Cable Television Fund in the amount of \$2,668, with the appropriations drawn from the unassigned PEG/Cable Television Fund balance, to offset unanticipated additional expenditures that were necessary to achieve desired system functionality and operability; and

WHEREAS, due to the accrual of interest earnings on revenue received as a result of the Coronavirus Aid, Relief, and Economic Security Act, it is necessary to increase Fiscal Year 2021-22 appropriations for the Federal Grants Fund in the amount of \$1,411, with the appropriations drawn from the unassigned Federal Grants Fund balance, to enable the expenditure of such interest earnings.

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

SECTION 1. Section 2 of Resolution No. 19-13, as previously amended by Resolution nos. 19-22, 19-23, 20-05, 20-08, 20-12, 20-13, 20-14, 20-23, 20-30, and 20-33, 20-35, 20-40, 20-47, 20-48, and 20-54 is hereby amended, in its entirety, to read as follows:

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

Fiscal Year 2019-20

	<i>Fiscal Year 2019-20 Adopted Budget</i>	<i>Fiscal Year 2019-20 Carryover Appropriations</i>	<i>Fiscal Year 2019-20 Approved Budget Amendments</i>	<i>Fiscal Year 2019-20 Amended Budget</i>
<i>General Fund Group (all appropriations drawn from the General Fund)</i>				
General Fund	\$5,957,243	-	\$120,603 ^{A,G, J}	\$6,077,846
General Fund (Interfund Transfers to Capital Projects Fund)	\$411,161	-	\$170,719 ^O	\$581,880
Capital Projects Fund	\$411,161	\$111,030 ¹	\$170,719 ^{B, D, K, L}	\$692,910
<i>Special Revenue Funds^E</i>				
Fuel Tax	\$677,769	\$35,319 ²	\$59,046 ^{H, I}	\$772,134
Road Maintenance & Rehabilitation Program	\$275,000	-	-	\$275,000
Measure M2 (OC Go)	\$260,270	-	-	\$260,270
Supplemental Law Enforcement Services	\$154,100	-	-	\$154,100
Mobile Source Reduction	\$7,500	-	\$1,581 ^P	\$9,081
Mobile Source Reduction - Local Government Partnership	-	-	-	-
PEG/Cable Television	\$5,000	-	-	\$5,000
Senior Mobility	\$175,000	-	-	\$175,000
Community Development Block Grant (CDBG)	\$145,700	-	-	\$145,700
Proposition 68 (2018) Per Capita	\$118,884	-	-	\$118,884
Federal Grants ^M	-	-	\$147,095 ^N	\$147,095
State of California Grants ^{C, F}	-	-	-	-
Laguna Woods Civic Support Fund	\$12,025	-	-	\$12,025
TOTAL	\$8,610,813	\$146,349	\$669,763	\$9,426,925*

* Includes \$581,880 in interfund transfers from the General Fund to the Capital Projects Fund.

- ^A Fund Budget Adjustment CC-19/20-01: CalPERS Lump Sum Payments, +\$101,092 (R 19-22)
^B Fund Budget Adjustment CC-19/20-02: Capital Improvements, +\$180,000 (R 19-23)
^C Fund Budget Adjustment CC-19/20-03: Establish New Fund, +\$0 (R 19-23)
^D Fund Budget Adjustment CC-19/20-04: Capital Improvements, +\$7,925 (R 20-05)
^E Revision of Special Revenue Funds Classifications (R 20-05)
^F Revision of Fund Name (R 20-05)
^G Fund Budget Adjustment CC-19/20-05: Traffic Cabinets, +\$33,307 (R 20-08)
^H Fund Budget Adjustment CC-19/20-06: Traffic Cabinets, +\$19,558 (R 20-08)
^I Fund Budget Adjustment CC-19/20-07: Capital Improvement, +\$39,488 (R 20-12)
^J Fund Budget Adjustment CC-19/20-08: Non-Operating Project, -\$13,796 (R 20-13)
^K Fund Budget Adjustment CC-19/20-09: Capital Improvement, +\$27,978 (R 20-13)
^L Fund Budget Adjustment CC-19/20-10: Capital Improvement, -\$45,184 (R 20-13)
^M Fund Budget Adjustment CC-19/20-11: Establish New Fund, +\$0 (R 20-14)
^N Fund Budget Adjustment CC-19/20-12: CARES Act, +\$147,095 (R 20-14)
^O Fund Budget Adjustment CC-19/20-13: Correction to Account for Previously Approved Interfund Transfers from the General Fund to the Capital Projects Fund, +\$170,719 (R 20-23)
^P Fund Budget Adjustment CC-19/20-14: Telecommuting, +\$1,581 (R 20-33)
¹ General Fund Carryover Appropriations: “A Place for Paws” Dog Park Relocation Project, \$26,200. City Hall Refurbishment & Safety Project: Phase 1 (Construction), \$84,830.
² Fuel Tax Fund Carryover Appropriations: Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection) and Various Median and Sidewalk Reconstruction, \$31,151. Water Efficient Median Improvement Project (El Toro Road between Calle Sonora and Moulton Parkway, Moulton Parkway between South City Limit and Calle Aragon, Santa Maria Avenue Shared Median) (Design), \$4,168.

Fiscal Year 2020-21

	<i>Fiscal Year 2020-21 Adopted Budget</i>	<i>Fiscal Year 2020-21 Carryover Appropriations</i>	<i>Fiscal Year 2020-21 Approved Budget Amendments</i>	<i>Fiscal Year 2020-21 Amended Budget</i>
<i>General Fund Group (all appropriations drawn from the General Fund)</i>				
General Fund	\$5,885,157	-	(\$83,767) ^{II, MM, OO}	\$5,801,390
General Fund (Interfund Transfers to Capital Projects Fund)	\$210,280	-	\$210,000 ^{HH, II}	\$420,280
Capital Projects Fund	\$210,280	-	\$210,000 ^{AA, II}	\$420,280
<i>Special Revenue Funds^{DD}</i>				
Fuel Tax	\$350,974	-	-	\$350,974
Road Maintenance & Rehabilitation Program	\$275,000	-	-	\$275,000
Measure M2 (OC Go)	\$204,988	-	\$31,641 ^{NN}	\$236,629
Supplemental Law Enforcement Services	\$158,100	-	-	\$158,100

Continued from page 3	<i>Fiscal Year 2020-21 Adopted Budget</i>	<i>Fiscal Year 2020-21 Carryover Appropriations</i>	<i>Fiscal Year 2020-21 Approved Budget Amendments</i>	<i>Fiscal Year 2020-21 Amended Budget</i>
Mobile Source Reduction	\$42,500	-	\$50,000 ^{JJ}	\$92,500
Mobile Source Reduction - Local Government Partnership	\$50,000	-	(\$50,000) ^{JJ}	Fund Closed
PEG/Cable Television	\$77,000	-	\$26,668 ^{LL, PP}	\$103,668
Senior Mobility	\$175,000	-	-	\$175,000
Community Development Block Grant (CDBG)	\$150,000	-	\$33,713 ^{II}	\$183,713
Proposition 68 (2018) Per Capita	\$81,116	-	(\$81,116) ^{II}	Fund Closed
Federal Grants ^{GG}	-	-	\$201,965 ^{KK, QQ}	\$201,965
State of California Grants ^{BB, EE}	-	-	\$925,000 ^{CC, FF, II}	\$925,000
Laguna Woods Civic Support Fund	-	-	\$24,408 ^{II}	\$24,408
TOTAL	\$7,870,395	-	\$1,498,512	\$9,368,907*

* Includes \$210,000 in interfund transfers from the General Fund to the Capital Projects Fund.

^{AA} Fund Budget Adjustment CC-20/21-01: Capital Improvements, +\$235,000 (R 19-23)

^{BB} New Fund Established in Prior Fiscal Year per Fund Budget Adjustment CC-19/20-03 (R 19-23)

^{CC} Fund Budget Adjustment CC-20/21-02: Capital Improvements, +\$500,000 (R 19-23)

^{DD} Revision of Special Revenue Funds Classifications in Prior Fiscal Year (R 20-05)

^{EE} Revision of Fund Name in Prior Fiscal Year (R 20-05)

^{FF} Fund Budget Adjustment CC-20/21-03: SB 2 Planning Grants Program, +\$160,000 (R 20-05)

^{GG} New Fund Established in Prior Fiscal Year per Fund Budget Adjustment CC-19/20-11 (R 20-14)

^{HH} Fund Budget Adjustment CC-20/21-04: Correction to Account for Previously Approved Interfund Transfers from the General Fund to the Capital Projects Fund, +\$235,000 (R 20-23)

^{II} Fund Budget Adjustment CC-20/21-05: Mid-Term/COVID-19 Adjustment Plan (R 20-23)

General Fund, -\$138,737

Capital Projects Fund, -\$25,000 (with interfund transfer from General Fund)

Community Development Block Grant (CDBG) Fund, +\$33,713

Proposition 68 (2018) Per Capita Fund, -\$81,116, Fund Closed

State of California Grants Fund, +\$265,000

Laguna Woods Civic Support Fund, +\$24,408

^{JJ} Fund Budget Adjustment CC-20/21-07: Fund Closure and Rebudgeting (R 20-30)

Mobile Source Reduction Fund, +\$50,000

Mobile Source Reduction - Local Government Partnership Fund, -\$50,000, Fund Closed

^{KK} Fund Budget Adjustment CC-20/21-08: CARES Act, +\$200,554 (R 20-35)

^{LL} Fund Budget Adjustment CC-20/21-09: Television Broadcast Improvement, +\$24,000 (R 20-40)

^{MM} Fund Budget Adjustment CC-20/21-10: CalPERS Lump Sum Payments, +\$29,970 (R 20-47)

^{NN} Fund Budget Adjustment CC-20/21-11: Capital Improvements, +\$31,641 (R 20-48)

^{OO} Fund Budget Adjustment CC-20/21-12: IT & Cyber Security Account, +\$25,000 (R 20-54)

^{PP} Fund Budget Adjustment CC-20/21-14: Television Broadcast Improvement, +\$2,668 (R 21-XX)

^{QQ} Fund Budget Adjustment CC-20/21-13: CARES Act, +\$1,411 (R 21-XX)

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

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2021.

SHARI L. HORNE, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 21-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2021, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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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 SERVICES**

This EXTENSION of the CONSULTANT SERVICES AGREEMENT FOR AS NEEDED FINANCIAL SERVICES ("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 17th day of March 2021 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 by mutual written agreement; and

WHEREAS, the term of the AGREEMENT was previously extended for periods through 11:59 p.m. on June 30, 2021.

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, 2021 and ending at 11:59 p.m. on June 30, 2022 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 _____
Shari L. Horne, Mayor

CONSULTANT:

By _____
Irwin B. Bornstein

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

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6.6
INFORMATION TECHNOLOGY SERVICES

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**EXTENSION OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
PRACTICAL DATA SOLUTIONS
FOR INFORMATION TECHNOLOGY SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on June 28, 2017, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Practical Data Solutions ("CONSULTANT"), is made and entered into this 17th day of March 2021 by and among the 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, 2019; 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 periods through 11:59 p.m. on June 30, 2021.

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, 2021 and ending at 11:59 p.m. on June 30, 2022 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 _____
Shari L. Horne, Mayor

CONSULTANT:

By _____
John McDermott, Owner

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

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6.7
LANDSCAPE MAINTENANCE SERVICES

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**EXTENSION OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
BRIGHTVIEW LANDSCAPE SERVICES
FOR LANDSCAPE MAINTENANCE SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on November 19, 2018 by and among the City of Laguna Woods, a California municipal corporation ("CITY") and BrightView Landscape Services ("CONSULTANT"), is made and entered into this 17th day of March 2021 by and among CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between December 20, 2018 and 11:59 p.m. on June 30, 2021; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT through a maximum of 11:59 p.m. on June 30, 2023.

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, 2021 and ending at 11:59 p.m. on June 30, 2023 with no changes to the terms and conditions of the AGREEMENT except as specified herein.

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 _____
Shari L. Home, Mayor

CONSULTANT:

By _____
PO Chen, Vice President General Manager

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

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6.8
TRAFFIC SIGNAL, STREET LIGHT, AND CITY
HALL LIGHTING MAINTENANCE SERVICES

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**EXTENSION OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
SIEMENS MOBILITY, INC.
FOR TRAFFIC SIGNAL, STREET LIGHT, AND CITY HALL LIGHTING
MAINTENANCE SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on June 19, 2019 by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Siemens Mobility, Inc. ("CONSULTANT"), is made and entered into this 17th day of March 2021 by and among CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between July 1, 2019 and 11:59 p.m. on June 30, 2021; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT through a maximum of 11:59 p.m. on June 30, 2023.

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, 2021 and ending at 11:59 p.m. on June 30, 2023 with no changes to the terms and conditions of the AGREEMENT except as specified herein.

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 _____
Shari L. Horne, Mayor

CONSULTANT:

By _____
[CONSULTANT's signatory name and title to be inserted here]

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

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6.9
AS NEEDED WASTE MANAGEMENT
CONSULTING SERVICES

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**EXTENSION OF THE
CONSULTANT SERVICES AGREEMENT
BETWEEN THE
CITY OF LAGUNA WOODS
AND
MICHAEL BALLIET
FOR AS NEEDED WASTE MANAGEMENT SERVICES**

This EXTENSION of the CONSULTANT SERVICES AGREEMENT FOR AS NEEDED WASTE MANAGEMENT SERVICES ("AGREEMENT") that was approved by the City Council on June 24, 2015 by and among the City of Laguna Woods, a general law city of the State of California ("CITY") and Michael Balliet, an individual ("CONSULTANT"), is made and entered into this 17th day of March 2021 by and among CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between July 1, 2015 and 11:59 p.m. on June 30, 2016; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended by mutual written agreement; and

WHEREAS, the term of the AGREEMENT was previously extended for periods through 11:59 p.m. on June 30, 2021.

NOW THEREFORE, the parties agree as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2021 and ending at 11:59 p.m. on June 30, 2022 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 _____
Shari L. Horne, Mayor

CONSULTANT:

By _____
Michael Balliet

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

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6.10
SOLID WASTE HANDLING SERVICES
FRANCHISE AGREEMENT

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THIRD AMENDMENT TO THE AGREEMENT BETWEEN CITY OF LAGUNA WOODS AND WASTE MANAGEMENT COLLECTION AND RECYCLING, INC. FOR SOLID WASTE HANDLING SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT BETWEEN CITY OF LAGUNA WOODS AND WASTE MANAGEMENT COLLECTION AND RECYCLING, INC. FOR SOLID WASTE HANDLING SERVICES ("Amendment No. 3") is made and entered into as of the _____ day of March, 2021 ("Effective Date"), by and between the CITY OF LAGUNA WOODS ("City"), and WASTE MANAGEMENT COLLECTION AND RECYCLING, INC. ("Contractor").

RECITALS

A. On or about January 1, 2016, City and Contractor entered into that certain Agreement Between City of Laguna Woods and Waste Management Collection and Recycling, Inc. for Solid Waste Handling Services ("Agreement"), pursuant to which City agreed to provide to Contractor an exclusive franchise for Solid Waste Handling Services within the City of Laguna Woods.

B. Pursuant to Section 6 of the Agreement, Contractor was required to provide City with a written notice on or before January 1, 2021 if it desired to opt out of a potential four (4) year extension of the term of the Agreement.

C. City and Contractor previously amended Section 6 of the Agreement to extend the deadline described in Recital B above from January 1, 2021 to March 31, 2021.

D. City and Contractor now desire to amend the Agreement to extend the deadline described in Recital B above in order to allow for additional discussion and consideration.

AMENDMENT

In consideration of the foregoing Recitals, which are incorporated herein by this reference, and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. Term. The Agreement is hereby amended to modify Section 6, as noted below (additions shown with underlining and deletions shown with ~~strike-through~~):

**SECTION 6.
TERM**

The term of this Agreement (the "Term") shall be for an approximate period of seven (7) years commencing on the Effective Date. The Solid Waste Collection services provided to Customers shall commence on January 1, 2016 ("Service Commencement Date"). The Term of this Agreement shall end at midnight on December 31, 2022, unless this Agreement is terminated sooner pursuant to Section 18 hereof, or otherwise. Unless

Contractor provides written notice to City on or before ~~March 31~~ May 15, 2021 that it desires to opt out of the City's right to unilaterally extend this Agreement as provided herein, the City Council shall have the option to exercise one (1) four (4) year extension to the Term of this Agreement such that if the one (1) four (4) year extension option is exercised, the Term of this Agreement expires at midnight on December 31, 2026. Prior to exercising its extension option, the City Council may, at its discretion, require the City Manager to conduct a performance review during fiscal year 2020-2021 after receiving an advance deposit from Contractor to cover the cost of such review, in an amount subject to the City Manager's reasonable determination, and said performance review will be separate from and in addition to the performance review set forth in Section 17. This performance review may include, but is not limited to, an assessment of opportunities for Contractor to reduce vehicle miles traveled based on data acquired by Contractor pursuant to Section 9.3(Q), as well as an assessment of the greenhouse gas emissions generated by Contractor during Contractor's performance of this Agreement.

If the City Council does not exercise the option to extend the Term as set forth above, as evidenced by a formal action of the City Council taken in a duly noticed open meeting, on or before September 30, 2022, said option shall expire and this Agreement shall automatically terminate at 11:59 p.m. on December 31, 2022. The decision to exercise said option shall be subject to the City Council's sole, absolute and unfettered discretion.

2. Effect of Amendment. Except as expressly provided in this Amendment No. 3, all of the terms, conditions, and provisions set forth in the Agreement shall remain in full force and effect.

3. Effective Date. The effective date of this Amendment No. 3 shall be the later of the dates set forth next to the signatures of the parties hereto, after both parties hereto have signed this Amendment No. 3, which date shall be inserted into the preamble to this Amendment No. 3.

4. Representations. The persons executing this Amendment No. 3 on behalf of each party hereto warrant that (a) they are duly authorized to execute this Amendment on behalf of the party for whom they sign, and (b) by so executing this Amendment No. 3, the party for whom they sign is formally bound to the provisions of this Amendment No. 3.

5. Counterparts. This Amendment No. 3 may be executed in counterparts, each of which, when both parties hereto have signed this Amendment No. 3, shall be deemed an original.

[END – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, City and Contractor have caused this instrument to be executed on their behalf by their respective officers or agents herein duly authorized as of the date first written above.

“City”

CITY OF LAGUNA WOODS

Dated: _____

By: _____
Shari L. Horne, Mayor

ATTEST:

By: _____
Yolie Trippy, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
David B. Cosgrove, City Attorney

“Contractor”

WASTE MANAGEMENT COLLECTION
AND RECYCLING, INC.

Dated: _____

By: _____
Doug Corcoran, Vice President

[END OF SIGNATURES]

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6.11
TREE PRUNING AND REMOVAL SERVICES

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

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 1st day of April 2021 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and West Coast Arborists, Inc. ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on April 1, 2021 and ending at 11:59 p.m. on March 31, 2022. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

ITEM 6.11

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

ITEM 6.11

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

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

SECTION 11. NONDISCRIMINATION.

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

SECTION 12. UNAUTHORIZED ALIENS.

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

SECTION 13. CONFLICTS OF INTEREST.

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

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

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

SECTION 15. INDEMNIFICATION.

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

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

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

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

SECTION 16. INSURANCE.

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

SECTION 17. ASSIGNMENT.

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

SECTION 18. CONTINUITY OF PERSONNEL.

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

SECTION 19. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 20. DEFAULT.

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

SECTION 21. EXCUSABLE DELAYS.

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

SECTION 22. COOPERATION BY CITY.

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

SECTION 23. NOTICES.

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

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

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

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

SECTION 24. AUTHORITY TO EXECUTE.

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

SECTION 25. BINDING EFFECT.

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

SECTION 26. MODIFICATION OF AGREEMENT.

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

SECTION 27. WAIVER.

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

SECTION 28. LAW TO GOVERN; VENUE.

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

SECTION 29. ATTORNEYS FEES, COSTS, AND EXPENSES.

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

SECTION 30. ENTIRE AGREEMENT.

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

SECTION 31. SEVERABILITY.

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

SECTION 32. NO THIRD-PARTY BENEFICIARIES.

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

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

CITY OF LAGUNA WOODS:

By _____
Shari L. Horne, Mayor

CONSULTANT:

By _____
[CONSULTANT's signatory name and title to be inserted here]

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

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

Prevailing Wage

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

California Department of Industrial Relations

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

Firm Licensure

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

Standards for Personnel

2. CONSULTANT shall designate a project manager who shall be responsible for overseeing all work performed under this AGREEMENT and coordinating the same with CITY. He or she shall be an International Society of Arboriculture (ISA) Certified Arborist and fluent in the English language. Experience managing municipal contracts is highly desirable.
3. CONSULTANT shall have available a minimum of one (1) Tree Care Industry Association (TCIA) Certified Treecare Safety Professional (CTSP). The CTSP shall be familiar with this Scope of Services and fluent in the English language. Site-specific safety meetings shall occur on a regular basis by the CTSP or an authorized representative of CONSULTANT. The CTSP shall oversee incident investigation by CONSULTANT (see Number 52 herein).

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

Standards of Practice

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

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

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

General Tree Pruning Standards

22. Tree pruning shall be provided on an annual basis and as-needed. Within sixty (60) days from the effective date of this AGREEMENT (April 1, 2021), CONSULTANT shall prune trees in accordance with appendices B and E of the Request for Proposals (RFP) that was released by CITY for Tree Pruning and Removal Services on February 4, 2021. Within thirty (30) days of the completion of such annual tree pruning, CONSULTANT's ISA Certified Arborist shall notify CITY in writing of any additional tree pruning that he or she expects will be necessary during the term of this AGREEMENT for consideration by CITY. Apart from the aforementioned annual tree pruning, CONSULTANT shall only provide tree pruning services as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as-needed tree pruning.
23. CONSULTANT shall prune trees in accordance with CITY specifications and to accomplish CITY's pruning objectives. Pruning objectives may include, but are not limited to, one or more of the following:
 - a. Risk Reduction
 - b. Clearance
 - c. Structural Improvement

- d. Health Management
- e. Restoration

24. CITY's desire is for all trees to retain a natural look according to their species.
- a. CONSULTANT shall prune all trees to retain and develop their natural structure, as defined in the most current version of *ISA Best Management Practices-Tree Pruning*, as may change from time-to-time. Any deviations must be approved in writing by CITY prior to such work. CITY shall exercise its sole discretion, and be under no obligation as to timing, in acting to either approve, conditionally approve, or deny requested deviations. CITY may also rescind previous approvals, at any time and for any reason. CITY shall issue all approvals of requested deviations in writing.
 - b. Unless specific circumstances warrant, no more than twenty-five percent (25%) of a live tree crown shall be removed in any one growing season.
 - c. "Topping" and "lion's tailing" are prohibited.
 - d. The use of climbing spurs/gaffs in the act of tree pruning is prohibited.
25. CONSULTANT's tree pruning shall consist of one or more of the following types to achieve the pruning objective(s):
- a. **Crown Cleaning:** Crown Cleaning is the removal of dead, diseased, crowded, crossing, weakly attached, and low-vigor branches and water sprouts from the entirety of the tree crown. It is the preferred pruning type to retain the natural structure of the tree. Competing stems and branches should be subordinated. This type may also be used in combination with Crown Restoration, Reduction, and Raising pruning.
 - b. **Crown Thinning:** Crown Thinning includes Crown Cleaning and the selective removal of branches to increase light penetration and air movement into and through the tree crown. Crown Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Consideration shall be given to the ability of the tree to tolerate this type of pruning. Care shall be used to avoid stripping branches of all foliage at the interior of the crown. That practice, known as "lion's tailing," disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds. Crown Thinning can emphasize the structural beauty of trunks and branches, as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than 25% of the live foliage be removed. This type may also be used in combination with Crown Restoration, Reduction, and Raising pruning.
 - c. **Crown Raising:** Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles, signs, lights, and pedestrians. Consideration shall be given to the ability of the tree to tolerate this type of pruning. CONSULTANT shall maintain street clearance to a safe distance above the public right-of-way at a minimum of

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

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

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

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

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

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

26. CONSULTANT shall prune trees to prevent branch and foliage interference with safe public passage. This activity shall be included with each pruning type set forth in Number 25 herein, as necessary. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, CONSULTANT shall not prune the tree until such time as direction is obtained from CITY. CONSULTANT shall maintain street clearance to a safe distance above the public right-of-way at a minimum of eight (8) feet above the surface of a public sidewalk or pedestrian way and fourteen (14) feet above the surface of a public street.
27. CONSULTANT shall remove and control all tree limbs in a manner that causes no damage to other parts of the tree, or to other plants or property.

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28. CONSULTANT shall remove all broken, dead, dying, or loose branches and branch stubs. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed; the live collar should remain intact and uninjured.
29. CONSULTANT shall subordinate or remove branches that are developing in a manner as to become larger than the limbs they originate from.
30. When encountering limbs that are weighted with more foliage than the limb is likely to support, CONSULTANT shall selectively prune branches toward the end of the limb in order to reduce end weight and, thus, decrease the likelihood of limb failure.
31. CONSULTANT shall selectively prune branches that create sight line conflicts with traffic control signs, traffic control devices, and/or wayfinding signs.
32. CONSULTANT shall selectively prune branches that are within five (5) feet of a structure.
33. CONSULTANT shall clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
34. CONSULTANT shall prune trees to maintain a balanced appearance when viewed from the side of the street immediately opposite the tree, unless authorized, in writing, by CITY to do otherwise.
35. CONSULTANT shall remove all vines (including ivy and mistletoe) that are entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
36. CONSULTANT shall immediately notify CITY of all observed infestations of termites, bees, hornets, wasps, or rats.
37. CONSULTANT shall prune all trees six (6) inches in diameter or less with hand saws, pole pruners, or other hand tools only.
38. CONSULTANT shall remove any extraneous and unnecessary metal, wire, rubber, or other material interfering with tree growth whenever possible.
39. CONSULTANT shall immediately notify CITY if any cable or guy wire installed for a tree is found to be broken, excessively loose, or girdling the stem.

Tree Removal Standards

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

ITEM 6.11

41. Tree removal consists of the removal of the entirety of a tree, including the removal of the associated stump (unless located on a slope and required for soil stability) and root system.
42. CONSULTANT shall identify the location of all utilities and public and private property landscape irrigation components prior to tree removal. CONSULTANT shall notify CITY, in writing, of any condition that prevents the removal of a tree. CONSULTANT shall be held responsible for any damage that occurs once the process of removing a tree and/or associated grinding begins.
43. CONSULTANT shall not remove any tree without first field verifying with CITY that the tree being considered is indeed the tree to be removed.
44. CONSULTANT shall grind stumps, including the root flare, to a depth of not less than eighteen (18) inches or until stump material is removed. Surface roots shall be traced and ground to a depth of not less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.
45. While loading and handling debris, CONSULTANT shall maintain control at all times so as not to result in damage to public or private property. In addition, CONSULTANT shall not drop brush, limbs, logs, or other debris so as to create undue noise or shock impact related damage to public or private property.
46. CONSULTANT shall be responsible for the repair of any damaged public or private property, including any irrigation system components damaged during tree removal. Repairs shall be made using components matching those that were damaged.

Clean-up and Waste Disposal

47. CONSULTANT shall rake all lawn areas and sweep all streets and sidewalks at the end of each day before the work is completed. The use of blowers of any kind is prohibited in all areas except parking lots where CONSULTANT may use electric-powered blowers only when pedestrians are not present. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of work.
48. CONSULTANT shall promptly and lawfully remove brush, limbs, logs, and any other debris resulting from any tree pruning or removal within one (1) hour following completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean-up personnel or equipment ceases to function or becomes otherwise unavailable. Under no circumstance shall debris be allowed to create a hazardous condition.
49. CONSULTANT shall not permit any personnel or member of the public to collect, salvage, or remove any brush, limbs, logs, or other debris resulting from tree pruning or removal.

ITEM 6.11

50. CONSULTANT shall divert at least sixty-five percent (65%) of the debris resulting from any tree pruning or removal from landfills and transformation facilities. If CONSULTANT chooses to utilize a third-party to haul debris, it shall be a requirement to use Waste Management of Orange County (Waste Management Collection and Recycling, Inc.).
51. CONSULTANT shall provide CITY with documentation of the tonnage and composition of debris disposed of, and the manner and location of disposition, before any compensation is provided for services rendered.

Injury or Death Incident Reporting

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

Property Damage Reporting and Repair

53. Should any structure or property be damaged during CONSULTANT'S work, CONSULTANT shall notify the property owners and CITY within one (1) hour of occurrence. CONSULTANT shall make all arrangements for repairs to damaged property within forty-eight (48) hours of occurrence, except utility lines, which shall be repaired within twenty-four (24) hours of occurrence. CONSULTANT shall be solely responsible for contacting all utilities, property owners, and contractors required to complete such repairs. Repairs shall be made in accordance with the appropriate building codes under permits issued by CITY (CITY will not waive fees) and other laws and regulations, as applicable. Repairs shall be made using components matching those that were damaged.
54. CONSULTANT shall pay special attention to existing irrigation systems, plant material, landscape features, lights, and utility boxes on CITY property in order to avoid damage. Any damage that occurs to those areas shall be repaired on the same day that the damage occurs, unless otherwise authorized by CITY.

EXHIBIT "B"
COMPENSATION

*Table I-1: Compensation Schedule – Tree Pruning Services in accordance with appendices B and E of the Request for Proposals (RFP) that was released by CITY for Tree Pruning and Removal Services on February 4, 2021; quantifies modified thereafter**

A	B	C	D	E	F
Botanical Name	Common Name	Number of Trees	Scope (refer to Number 25 in Section 1.4 of this RFP)	Rate per Tree	Total Rate by Botanical Name (Column C x E)
Afrocarpus gracilior	Podocarpus	2	Crown Cleaning & Crown Thinning	\$64	\$128
Arbutus cv. Marina	Marina strawberry tree	4	Crown Cleaning & Crown Thinning	\$64	\$256
Cassia leptophylla	Gold medallion tree	2	Crown Cleaning & Crown Thinning	\$64	\$128
Cercis canadensis	Eastern redbud	31	Structural Pruning of Small/Young Trees	\$64	\$1,984
Cercis occidentalis	Western redbud	6	Structural Pruning of Small/Young Trees	\$64	\$384
Chilopsis linearis	Desert willow	2	Crown Cleaning & Crown Thinning	\$64	\$128
Corymbia citriodora	Lemon-scented gum	7	Crown Cleaning & Crown Thinning	\$64	\$448
Cupaniopsis anacardioides	Carrotwood	6	Crown Cleaning & Crown Thinning	\$64	\$384
Eucalyptus spp.	Eucalyptus species	37	Crown Cleaning & Crown Thinning	\$64	\$2,368
Ficus spp.	Ficus species	10	Crown Cleaning & Crown Thinning	\$64	\$640
Fraxinus uhdei	Shamel ash	7	Crown Cleaning & Crown Thinning	\$64	\$448
Geijera parviflora	Australian willow	110	Crown Cleaning & Crown Thinning	\$64	\$7,040
Jacaranda mimosifolia	Jacaranda	1	Crown Cleaning & Crown Thinning	\$64	\$64
Koelreuteria bipinnata	Chinese flame tree	1	Crown Cleaning & Crown Thinning	\$64	\$64
Lagerstroemia indica	Crape myrtle	59	Crown Cleaning & Crown Thinning	\$64	\$3,776
Liriodendron tulipifera	Tulip tree	22	Structural Pruning of Small/Young Trees	\$64	\$1,408
Magnolia grandiflora	Southern magnolia	147	Crown Cleaning & Crown Thinning	\$64	\$9,408
Olea europaea	Olive tree	58	Crown Cleaning & Crown Thinning	\$64	\$3,712
Pinus canariensis	Canary Island pine	31	Crown Cleaning & Crown Thinning	\$64	\$1,984
Pinus halepensis	Aleppo Pine	3	Crown Cleaning & Crown Thinning	\$64	\$192
Platanus racemosa	California sycamore	106	Crown Cleaning & Crown Thinning	\$64	\$6,784
Schinus molle	California Pepper	1	Crown Cleaning & Crown Thinning	\$64	\$64
Schinus terebinthifolius	Brazilian pepper tree	58	Crown Cleaning & Crown Thinning	\$64	\$3,712
Searsia lancea	African sumac	91	Crown Cleaning & Crown Thinning	\$64	\$5,824
Syagrus romanzoffiana	Queen palm	17	Palm Pruning	\$64	\$1,088
Ulmus parvifolia	Chinese elm	4	Crown Cleaning & Crown Thinning	\$64	\$256
Washingtonia robusta	Mexican Fan Palm	3	Palm Pruning	\$64	\$192
Xylosma congestum	Shiny Xylosma	14	Crown Cleaning & Crown Thinning	\$64	\$896
TOTAL		840		GRAND TOTAL	\$53,760

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

released by CITY for Tree Pruning and Removal Services on February 4, 2021, such modifications shall be made at the “Rate per Tree” contained in Column E.

As-Needed Services

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

DESCRIPTION	RATE
SERVICE REQUEST TREE PRUNING SERVICES	\$94 per person/per hour
TREE AND STUMP REMOVAL – Caliper of trees to be measured at approximately four feet above soil level. Stumps to be ground to a depth of 18 inches. Special projects that are difficult to access with equipment, or require the need for a crane or 95-foot tower, would be subject to “CREW RENTAL” rates.	\$48 per diameter inch
TREE ONLY REMOVAL – Caliper of trees to be measured at four feet above soil level. Special projects that are difficult to access with equipment, or require the need for a crane or 95-foot tower, would be subject to “CREW RENTAL” rates.	\$38 per diameter inch
STUMP ONLY REMOVAL – Stumps to be measured at six inches above ground level. Stumps to be ground to a depth of 18 inches.	\$18 per inch
CREW RENTAL – CONSULTANT’s crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or pruning specific trees requiring immediate attention prior to their scheduled pruning (Service Request Tree Pruning Services).	\$94 per person hour
EMERGENCY CREW RENTAL – CONSULTANT shall respond to emergency calls on a 24-hour basis. Emergency work shall begin on-site within 90 minutes from the time of notification from CITY. CONSULTANT’s standard crew is three persons, one chipper truck, one chipper, one aerial tower, and all necessary hand tools. The crew and equipment can be modified to complete any type of tree-related emergency. CONSULTANT’s crew shall do what is necessary to render the hazardous tree or tree-related condition safe. No minimum call-out time is required.	\$128 per person hour
ARBORIST SERVICES – Includes site visit, tree evaluation, and/or report writing upon request.	\$168 per hour

Other Notes

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

EXHIBIT "C"
INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

ITEM 6.11

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

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

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

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6.12
GENERAL PLAN ANNUAL REPORT

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City of Laguna Woods

**General Plan Annual Report
2020**

Planning & Environmental Services Department



**City of Laguna Woods
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**Prepared by:
Rebecca M. Pennington
Development Programs Analyst
rpennington@cityoflagunawoods.org**

March 17, 2021

2020 General Plan Annual Report

Period of this Annual Report

This General Plan Annual Report is for the 2020 calendar year (January – December 2020).

Purpose of this Annual Report

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

- (A) The status of the City's General Plan and progress in its implementation.
- (B) The progress in meeting the City's share of regional housing needs determined pursuant to California Government Code Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to California Government Code Section 65583(3)(c).
- (C) The number of housing development applications received by the City in the prior year.
- (D) The number of units included in all development applications to the City in the prior year.
- (E) The number of units approved and disapproved by the City in the prior year.
- (F) The degree to which the City's approved General Plan complies with the guidelines developed and adopted pursuant to California Government Code Section 65040.2 and the date of the last revision to the City's General Plan.
- (G) A listing of sites rezoned to accommodate that portion of the City's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory required by California Government Code sections 65583(1)(c) and 65584.09. The listing of sites must also include any additional sites that may have been required to be identified by California Government Code Section 65863.
- (H) The number of net new units of housing, including both rental housing and for-sale housing, that have been issued a completed entitlement, a building permit, or a certificate of occupancy by the City, thus far in the housing element cycle, and the income category, by area median income category, that each unit of housing satisfies. This production report must, for each income category, distinguish between the number of rental housing units and the number of for-sale units that satisfy each income category. This production report must include, for each entitlement, building permit, or certificate of occupancy, a unique site identifier which must include the assessor's parcel number, but may include street address, or other identifiers.
- (I) The number of applications submitted to the City pursuant to California Government Code Section 65913.4(a), the location and the total number of developments approved by the City pursuant to California Government Code Section 65913.4(b), the total number of building permits issued by the City pursuant to California Government Code Section 65913.4(b), the total number of

2020 General Plan Annual Report

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

As required by California Government Code Section 65400, the housing element portion of the annual report must be prepared through the use of standards, forms, and definitions adopted by HCD, and be considered at a public meeting before the City Council where members of the public must be allowed to provide oral testimony and written comments. The public meeting for this 2020 General Plan Annual Report was held concurrent with the City Council’s regular meeting on March 17, 2021. A final copy of the report will be submitted via email to OPR and HCD after the March 17, 2021 meeting.

General Plan Background and Amendments

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

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

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

Table 1 – Adopted General Plan Amendments

Date of Amendment	Title of Amendment	Description of Amendment
October 2005	General Plan Amendment (GPA 05-01)	General Plan Amendment to change a property from Commercial to High Density Residential

Table continued on page four.

2020 General Plan Annual Report

Table continued from page three.

Date of Amendment	Title of Amendment	Description of Amendment
July 2007	General Plan Amendment (GPA 07-01)	General Plan Amendment for the annexation of 170 acres of land for Open Space
January 2009	General Plan Housing Element Update	Housing Element Update
December 2010	General Plan Land Use Element and Map Amendment	General Plan Amendment incorporating new “Residential Community” and “Community Facilities” land use designation and reflecting a private community name change from “Leisure World” to “Laguna Woods Village”
June 2013	General Plan Circulation Element Update	Addition of a road definition and updates to ensure consistency with the Master Plan of Arterial Highways (MPAH)
February 2014	General Plan Housing Element Update	Housing Element Update (streamlined option)
April 2014	General Plan Safety Element Update	Comprehensive update of the Safety Element
July 2015	General Plan Conservation Element Update	Comprehensive update of the Conservation Element
July 2015	General Plan Amendment (GPA 15-19)	General Plan Amendment to change the land use designation for eight parcels from “Urban Activities Center” to “Open Space”
August 2017	General Plan Land Use Element Amendment (GPA/ZC-1169)	General Plan Amendment related to Urban Activities Center (UAC) properties, including changes in land use designations for six parcels and deletion of the UAC land use designation

Status of General Plan Update

A General Plan update is currently underway. In addition to addressing emerging issues and community priorities, the General Plan will be updated to ensure compliance with state law and revise implementing policy frameworks (goals, policy objectives, implementation actions). The update is primarily focused on circulation (mobility), land use, and noise, with the expectation that housing and related updates will

2020 General Plan Annual Report

follow as required in connection with the “6th cycle” Regional Housing Needs Assessment process. A 25-year planning horizon will allow for a long-term approach to critical issues.

At this point, staff anticipates that the updated General Plan and accompanying Environmental Impact Report will be presented to the City Council for consideration during the 2021 calendar year.

City’s Responsibility

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

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

Status of General Plan Implementation Actions

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

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

Housing Element Annual Progress Report

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

Table 2 is located on page six.

2020 General Plan Annual Report*Table 2 – City’s RHNA Allocation*

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

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

Attached:

Start Here (1 page)

Table A – Housing Development Applications Submitted (2 pages)

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

Table B – Regional Housing Needs Allocation Progress – Permitted Units Issued by Affordability (1 page)

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

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

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

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

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

Table H – Locally Owned Surplus Sites (1 page)

Summary (1 page)

Local Early Action Planning (LEAP) Reporting (2 pages)

Please Start Here

General Information	
Jurisdiction Name	Laguna Woods
Reporting Calendar Year	2020
Contact Information	
First Name	Rebecca
Last Name	Pennington
Title	Development Programs Analyst
Email	rpennington@cityoflagunawoods.org
Phone	9496390500
Mailing Address	
Street Address	24264 El Toro Road
City	Laguna Woods
Zipcode	92637

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

v 3_8_21

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

Jurisdiction	Laguna Woods	
Reporting Year	2020	(Jan. 1 - Dec. 31)

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

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1											1
	Non-Deed Restricted												
Low	Deed Restricted	1											1
	Non-Deed Restricted												
Moderate	Deed Restricted												
Above Moderate	Non-Deed Restricted												
Total RHNA		2											
Total Units													2

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

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Laguna Woods		
Reporting Year	2020	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1.A.1: Provide a progress report on the 2014-2021 Housing Element programs and quantified objectives as part of the annual General Plan status reports to the State.	Maintain and improve residential neighborhoods and support quality housing for all residents.	Ongoing 2014-2021 starting in 2015	Ongoing: This is the City's normal practice.
1.B.1: Continue to promote on-going building maintenance activities. To promote building maintenance, the City will: <ul style="list-style-type: none"> • Identify available funds for building maintenance activities and energy efficiency upgrades. • Disseminate public information on available housing programs, such as the energy efficient equipment retrofit program (CDBG) at public counters and the City's website. • Assist property owners and property managers in their efforts to identify and mitigate housing maintenance issues. 	Maintain and improve residential neighborhoods and support quality housing for all residents.	Ongoing 2014-2021; Identify available funds on an annual basis; Disseminate information: Ongoing 2014-2021	Ongoing: In 2010, the City obtained a California Energy Commission grant using federal funds to retrofit City Hall with dual-pane, low-E windows and energy efficient lighting and heating, ventilation, and air conditioning equipment. The project modeled energy efficiency retrofits to property owners and property managers. Through June 2017, the City offered a CDBG funded Residential Energy Efficiency Improvement Program. The City provides resources and assistance, daily, regarding housing maintenance, at the building counter and via building inspections.
2.A.1: Work with property owners in the development of Specific Plans to guide the development of Urban Activities Center parcels to include residential development.	Promote and encourage the development of housing opportunities to accommodate current and projected housing need.	Specific Plan adoption before 2015	Abandoned: In 2017, after receiving an application from the property owner, the City amended the Land Use Element of the City's General Plan to delete the Urban Activities Center land use designation. All properties formerly designated as Urban Activities Center have been re-designated and rezoned.
2.A.2: Work with commercial property owners to establish residential/commercial mixed use development standards for the City's Commercial land use district.	Promote and encourage the development of housing opportunities to accommodate current and projected housing need.	Amend municipal code before 2015	Not yet Implemented: Sufficient housing opportunities to accommodate the City's RHNA allocation exist without the establishment of mixed use development standards.

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

<p>3.A.1: Encourage and facilitate the development of affordable housing by:</p> <ul style="list-style-type: none"> • Supporting non-profit organizations that address housing issues. • Serving as an intermediary between non-profit organizations and interested residential developers. • Assisting in application preparation and other efforts to secure funding sources for development of housing for extremely low-, very low-, low- and moderate-income residents. • Making available regional and local housing program information to residents, and assisting residents in contacting housing assistance organizations. • Inform interested developers about the range of housing allowed in areas outside of Laguna Woods Village, including housing for families. • Inform interested developers about the State density bonus program incentives available for development of affordable housing. 	<p>Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.</p>	<p>2014-2021</p>	<p>Ongoing: The City encourages the development of affordable housing as required by state law. Resources, information, and assistance for developers and other interested parties are available from City Hall. 17 specifically-designated affordable housing units are located in Laguna Woods. In 2020, the City received no applications for new affordable housing developments.</p>
<p>3.A.2: Continue to encourage and facilitate the use of the City's density bonus provisions to provide affordable housing opportunities. Revise the density bonus provisions as necessary in the City's Municipal Code to be consistent with State density bonus law.</p>	<p>Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.</p>	<p>Municipal Code Amendment: As required; ongoing for use of the provisions</p>	<p>Ongoing: Section 13.26.040 of the Laguna Woods Municipal Code, adopted in 2013. Laguna Woods Municipal Code amended in 2018, see Ordinance No. 18-03 and in 2020, see Ordinance No. 20-02.</p>

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

ITEM 6.12

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

Jurisdiction	Laguna Woods	
Reporting Period	2020	(Jan. 1 - Dec. 31)

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

Note: "+" indicates an optional field
 Cells in grey contain auto-calculation formulas

Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									
N/A									

Jurisdiction	Laguna Woods
Reporting Period	2020 (Jan. 1 - Dec. 31)

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

Note: "+" indicates an optional field
 Cells in grey contain auto-calculation formulas

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

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

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

Jurisdiction	Laguna Woods
Reporting Period	2020 (Jan. 1 - Dec. 31)

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

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

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

Table G						
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of						
Project Identifier						
1				2	3	4
APN	Street Address	Project Name⁺	Local Jurisdiction Tracking ID⁺	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						
N/A						

Jurisdiction	Laguna Woods	
Reporting Period	2020	(Jan. 1 - Dec. 31)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

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

Table H						
Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
N/A						

Jurisdiction	Laguna Woods	
Reporting Year	2020	(Jan. 1 - Dec. 31)

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

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

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

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

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

Cells in grey contain auto-calculation formulas

Jurisdiction	Laguna Woods	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT					
Local Early Action Planning (LEAP) Reporting					
(CCR Title 25 §6202)					
Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.					
Total Award Amount	\$	65,000.00	Total award amount is auto-populated based on amounts entered in rows 15-26.		
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Housing Needs Assessment	\$12,500.00	\$0.00	In Progress	None	Necessary for implementing - Updated Housing Needs Assessment
Housing Constraints Analysis	\$18,750.00	\$0.00	In Progress	None	Necessary for implementing - Updated Housing Constraints Analysis
Technical Assistance	\$18,750.00	\$0.00	In Progress	None	Necessary for implementing - As-needed consultant support
California Environmental Quality Act (CEQA)	\$15,000.00	\$0.00	In Progress	None	Necessary for implementing - Environmental review

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Building Permits Issued by Affordability Summary		
Income Level		Current Year

Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

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6.13
ROAD REPAIR AND ACCOUNTABILITY ACT OF
2017 PROJECT LIST

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RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A LIST OF FISCAL YEAR 2021-22 PROJECTS PROPOSED TO RECEIVE FUNDING FROM THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017'S LOCAL STREETS AND ROADS FUNDING PROGRAM (ROAD MAINTENANCE AND REHABILITATION ACCOUNT), AS REQUIRED BY CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 2034(A)(1), AND MAKING RELATED AUTHORIZATIONS

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

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

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

WHEREAS, the Fiscal Years 2019-30 Capital Improvement Program identifies the "Pavement Management Plan Project (Southbound Moulton Parkway between Via Campo Verde and Calle Cortez)" as the Fiscal Year 2021-22 project proposed to receive funding from the Road Repair and Accountability Act of 2017's Local Streets and Roads Funding Program (Road Maintenance and Rehabilitation Account).

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

SECTION 1. The Project List attached hereto as Exhibit A is hereby adopted for Fiscal Year 2021-22.

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

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2021.

SHARI L. HORNE, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 21-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2021, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

EXHIBIT A

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

General Info for Project List Submittal:

- Agency Name: City of Laguna Woods
- Fiscal Year: 2021-22
- Project Title: Pavement Management Plan Project (Southbound Moulton Parkway between Via Campo Verde and Calle Cortez)

Specific Proposed Project Information Description:

- Project Description: This project involves the rehabilitation of approximately 2,200 linear feet of pavement on southbound Moulton Parkway between Via Campo Verde and Calle Cortez, including asphalt concrete pavement cold milling and repaving.

Location:

- Southbound Moulton Parkway between Via Campo Verde and Calle Cortez, in Laguna Woods, CA 92637

Legislative Districts:

- State Senate District: 37
- State Assembly District: 74

Proposed Schedule for Completion:

- Month and year that pre-construction is anticipated to be complete: 11/2021
- Month and year that construction is anticipated to be complete: 6/2022

Estimated Useful Life:

- Minimum: 15 years
- Maximum: 15 years

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6.14
REJECTION OF CLAIM
(NO REPORT)

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6.15
LAGUNA WOODS CIVIC SUPPORT FUND
(NO REPORT)

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8.1
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT
SYSTEM CONTRACT

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: March 17, 2021 Regular Meeting

SUBJECT: California Public Employees' Retirement System Contract

Recommendation

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Background

The California Public Employees' Retirement Law permits the participation of public agencies and their employees in the California Public Employees' Retirement System ("CalPERS") by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to the California Public Employees' Retirement Law.

Assembly Bill 2967 (Public Employees' Retirement System: contracting agencies: exclusion from membership.) was approved by Governor Newsom and chaptered into law on September 28, 2020. Assembly Bill 2967 generally prohibits cities and other public agencies from excluding groups of employees from membership in CalPERS. Prior to the effectiveness of Assembly Bill 2967, staff initiated a process to obtain approval for what would be the final exclusions possible under the City's

contract with Board of Administration of CalPERS, absent a future change in law. Under the City's existing contract with the Board of Administration of CalPERS, safety employees (e.g., police and fire personnel, if the City were ever to employ such personnel) and members of the City Council are excluded from membership.

On February 17, 2021, a public hearing was held and the City Council introduced and approved the first reading of an ordinance (Attachment A) which, if adopted, would amend the City's contract with the Board of Administration of CalPERS to exclude the following positions from membership in CalPERS, prospectively from the effective date of the amendment to the contract:

- Student Intern;
- File Clerk;
- Receptionist;
- Cashier;
- Street Sweeping Operator;
- Waste Collection Worker;
- Crossing Guard; and
- Security Guard.

On February 17, 2021, the City Council also:

- Adopted a resolution of intention to approve an amendment to the City's contract with the Board of Administration of CalPERS; and
- Received and filed job classifications containing representative definitions and essential duties for the groups of employees proposed to be excluded from membership in the CalPERS.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on a proposed amendment to the City's contract with the Board of Administration of CalPERS (Attachment A). Staff recommends that the City Council adopt the proposed ordinance in order to make it possible to retain limited types of non-career employees without long-term retirement liabilities that might otherwise make such employment infeasible. Such action would support the economical conduct of City business.

The City does not presently employ on a full- or part-time basis any of the groups of employees for which exclusion from CalPERS is sought. Rather, the list was formulated to include groups of employees that may be required by the City over time, but in something less than a career-path type of employment situation.

On December 8, 2020, CalPERS approved the exclusion of the proposed groups of employees, finding that they meet the criteria of California Government Code Section 20502 of the California Public Employees' Retirement Law, and the Board of Administration of CalPERS' exclusion guidelines. Such approval was based, in part, on consideration of both the City's justification and the job classifications that staff prepared to describe each group of employees.

If the City Council takes the recommended action at today's meeting, the amendment to the contract is expected to become effective on April 17, 2021.

Fiscal Impact

The recommended action would impact the City's finances if and when any of the groups of employees for which exclusion is sought are hired in the future. At that time, rather than being required to enroll those employees in both CalPERS and Social Security (both of which result in employer and employee costs), enrollment would only be required in Social Security.

The City Council would retain the ability to amend the City's contract with the Board of Administration of CalPERS to return excluded groups of employees to membership at some point in the future (thus reversing the recommended action). If that were to occur, the City's costs would be greater by again being required to pay employer costs associated with both CalPERS and Social Security.

Attachment: A – Proposed Ordinance
Exhibit A – Proposed Amendment to Contract

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ORDINANCE NO. 21-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. That an amendment to the contract between the City Council of the City of Laguna Woods and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit A, and by such reference made a part hereof as though herein set out in full.

SECTION 2. The Mayor of the City Council of the City of Laguna Woods is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the *Laguna Woods Globe*, a newspaper of general circulation, published and circulated in the city of Laguna Woods and thenceforth and thereafter the same shall be in full force and effect.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity of effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 5. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

SECTION 6. All of the above-referenced documents and information have been and are on file with the City Clerk of the City.

PASSED, APPROVED AND ADOPTED this XX day of XX 2021.

SHARI L. HORNE, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

APPROVED AS TO FORM:

DAVID B. COSGROVE, City Attorney

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 21-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2021, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2021 by the following vote to wit:

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

YOLIE TRIPPY, CMC, City Clerk




EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Laguna Woods



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 17, 2000, and witnessed June 30, 2000, and as amended effective November 15, 2003 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective November 15, 2003, and hereby replaced by the following paragraphs numbered 1 through 12 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members and age 62 for new local miscellaneous members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after July 17, 2000 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **SAFETY EMPLOYEES;**
 - b. **MEMBERS OF THE GOVERNING BODY; AND**
 - c. **STUDENT INTERN, FILE CLERK, RECEPTIONIST, CASHIER, STREET SWEEPING OPERATOR, WASTE COLLECTION WORKER, CROSSING GUARD, AND SECURITY GUARD PROSPECTIVELY FROM THE EFFECTIVE DATE OF THIS AMENDMENT TO CONTRACT.**

ITEM 8.1 - Exhibit A to Attachment A
PLEASE DO NOT SIGN "EXHIBIT ONLY"

6. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Supplemental to Federal Social Security).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
8. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for classic members only.
 - b. Section 20965 (Credit for Unused Sick Leave).
 - c. Section 21118 (Partial Service Retirement).
 - d. Section 21151 (Industrial Disability Retirement For Local Miscellaneous Members).
 - e. Section 21427 (Improved Nonindustrial Disability Allowance).
 - f. Section 21428 (Increased Industrial Disability Allowance to 75% of Final Compensation).
9. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
10. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
11. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

- 12. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF LAGUNA WOODS

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

8.2

**SOUTHERN CALIFORNIA ASSOCIATION OF
GOVERNMENTS' 2021 GENERAL ASSEMBLY
DELEGATE AND ALTERNATE DELEGATE**

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: March 17, 2021 Regular Meeting

SUBJECT: Southern California Association of Governments' 2021 General Assembly Delegate and Alternate Delegate

Recommendation

Appoint members of the City Council to serve as a delegate and alternate at the Southern California Association of Governments' 2021 General Assembly.

Background

The Southern California Association of Governments ("SCAG") will host its annual General Assembly on May 6, 2021 via Zoom. Each year, member cities appoint a delegate and alternate to propose and vote on policy matters on their behalf at the General Assembly.

Discussion

SCAG has requested that the City Council appoint a delegate and alternate for the 2021 General Assembly.

Fiscal Impact

Sufficient funds to support this effort are included in the City's budget.

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8.3
SENIOR MOBILITY PROGRAM
(NO REPORT)

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8.4
TEMPORARY SIGN PERMIT
AND SPECIAL EVENT PERMIT FEES
(AGENDIZED BY MAYOR HORNE)
(NO REPORT)

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8.5
LOCAL CONTROL OF ZONING
AND HOUSING ISSUES
(AGENDIZED BY MAYOR PRO TEM MOORE)

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RESOLUTION NO. 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES

WHEREAS, the legislature of the State of California each year proposes, passes, and has signed into law a number of bills addressing a range of housing issues; and

WHEREAS, the legislature of the State of California does not allow sufficient time between each legislative cycle to determine if the legislation is successful in bringing about the change for the State of California's housing issues; and

WHEREAS, the majority of these bills usurp the authority of local jurisdictions to determine for themselves the land use policies and practices that best suit each city and its residents and instead impose mandates that do not take into account the needs and differences of jurisdictions throughout the State of California; and

WHEREAS, the ability of local jurisdictions to determine for themselves which projects require review beyond a ministerial approval; what parking requirements are appropriate for various neighborhoods within their jurisdiction; what plans and programs are suitable and practical for each community rather than having these decisions imposed upon cities without regard to the circumstances of each individual city; and, what zoning should be allowed for residential properties is a matter of great import to the City among other items related to local zoning and housing issues; and

WHEREAS, the City Council feels strongly that our local government is best able to assess the needs of our community and objects to the proliferation of state legislation that deprives us of that ability.

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

SECTION 1. The City is opposed to the current practice of the legislature of the State of California of continually proposing and passing multitudes of bills that directly impact and interfere with the ability of cities to control their own destiny through use of the zoning authority that has been granted to them.

SECTION 2. The City will explore various ways to protect the ability of cities to retain local control over zoning as each individual city within the State of California is best suited to determine how the zoning in their city should be allocated in order to meet the housing needs of the community.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2021.

SHARI L. HORNE, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 21-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2021, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

8.6
CITY COUNCIL MEETING SCHEDULE
(NO REPORT)

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