

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, June 15, 2022
2:00 p.m.

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

Carol Moore
Mayor

Cynthia Conners
Mayor Pro Tem

Noel Hatch
Councilmember



Shari L. Horne
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.

Special and Emergency Meetings: Agenda posting and availability for special and emergency meetings is conducted pursuant to all applicable provisions of California Government Code (Ralph M. Brown Act).

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FOR ADDITIONAL INFORMATION

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

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 exercise caution when attending City Council meetings. If you attend this meeting, please abide by all applicable state and local public health orders.

OPTIONS FOR PUBLIC COMMENTS

1. Attend the meeting in-person.

2. Submit public comments in writing. 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 2:00 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.

3. Make public comments by telephone. Dial (669) 900-6833. When prompted enter the following meeting ID: 898 4628 1244 followed by pound (#) and the following meeting passcode: 587176 followed by pound (#). When an item you wish to comment on is discussed, press *9 on your telephone to raise your hand. When it is your turn, you will be unmuted and able to speak. Please note that your telephone number will be visible to the City. No party should expect privacy of such information.

4. Make public comments by computer.

- Visit www.zoom.us
- Click on “Join a Meeting” toward the top right of the webpage
- Enter the following meeting ID: 898 4628 1244
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 587176
- Enter a name and email address as required by Zoom

When an item you wish to comment on is discussed, click on “Raise Hand.” When it is your turn, you will be unmuted and able to speak. Please note that information you enter into Zoom will be visible to the City. No party should expect privacy of such information.

I. CALL TO ORDER

Introductory Note: Members of the public wishing to address the City Council on items appearing on this agenda are advised to indicate their interest in doing so at the time an item is considered by notifying City staff if present in-person, pressing *9 on their telephone if participating by telephone, or clicking on “Raise Hand” if participating by computer via Zoom. Members of the public wishing to address the City Council on items *not* appearing on this agenda may do so during Item V.

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Elder Abuse Awareness Month – June 2022

Recommendation: Approve the proclamation.

4.2 Gun Violence Awareness Month – June 2022

Recommendation: Approve the proclamation.

4.3 Pride Month – June 2022

Recommendation: Approve the proclamation.

4.4 City Hall/Public Library Project Update

Recommendation: Receive and file

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

About Public Comments on Non-Agenda Items: This is the time and place for members of the public to address the City Council on items *not* appearing on this agenda. To indicate interest, please notify City staff if present in-person, press *9 on your telephone if participating by telephone, or click on “Raise Hand” if participating by computer via Zoom. 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 member of the public requests that specific items be removed from the Consent Calendar for separate discussion and consideration of action.

6.1 City Council Minutes

Recommendation: Approve the City Council meeting minutes for the regular meeting on April 20, 2022.

6.2 City Treasurer's Report

Recommendation: Receive and file the City Treasurer's Report for the month of May 2022.

6.3 Warrant Register

Recommendation: Approve the warrant register dated June 15, 2022 in the amount of \$474,668.22.

6.4 Teleconferencing for Meetings

Recommendation: Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ALLOWING FOR THE CONTINUED USE OF TELECONFERENCING FOR MEETINGS DURING THE COVID-19 STATE OF EMERGENCY, PURSUANT TO CALIFORNIA ASSEMBLY BILL 361 (2021-2022)

6.5 Administrative Services for Employee Benefit Plans

Recommendation: Approve an agreement with Navia Benefit Solutions, Inc. for administrative services for certain employee benefit plans maintained by the City and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.6 Arborist and Tree Risk Assessment Services

Recommendation: Approve an extension of the agreement with Monarch Environmental Services for arborist and tree risk assessment services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

6.7 City Engineering and Traffic Operations 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 CivilSource, Inc. for city engineering and traffic operations services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

6.8 City Hall/Public Library Project Architectural 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 and amendment of the agreement with obrARCHITECTURE, Inc. for City Hall/Public Library Project architectural services and authorize the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney.

6.9 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 and amendment of the agreement with Irwin B. Bornstein for as needed financial consulting services and authorize the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney.

6.10 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 City Manager to execute the extension, subject to approval as to form by the City Attorney.

6.11 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 and amendment of the agreement with Michael Balliet for as needed waste management consulting services and authorize the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney.

6.12 Senior Mobility Program

Recommendation: Waive the Senior Mobility Program's annual enrollment fee of \$10 per person for Fiscal Year 2022-23.

6.13 Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5

Recommendation:

1. Approve final record plans and specifications reflecting completion of the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5".

AND

2. Accept project completion of the contract agreement with Kalban, Inc. for the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5".

AND

3. Release contract retention in the amount of \$15,165.58 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.

6.14 Laguna Woods Civic Support Fund

Recommendation: Appoint German Cuenca with Sodexo Senior Living to the Board of Directors for the Laguna Woods Civic Support Fund as a business member.

VII. PUBLIC HEARINGS – None

VIII. CITY COUNCIL BUSINESS

8.1 Fiscal Years 2022-32 Pavement Management Plan

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM

8.2 Fiscal Years 2021-23 Budget and Work Plan & Fiscal Years 2021-32 Capital Improvement Program

Recommendation:

1. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A NEW 11-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2021-22 THROUGH 2031-32, IN CONFORMANCE WITH MEASURE M2 (OC GO) REQUIREMENTS AND APPLICABLE CITY POLICIES AND DISCRETION

AND

2. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2021-23 BUDGET AND WORK PLAN FOR FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, RELATED TO ADJUSTMENTS

OF ROAD MAINTENANCE & REHABILITATION PROGRAM FUND APPROPRIATIONS FOR THE FISCAL YEAR 2022-23 PAVEMENT MANAGEMENT PLAN PROJECT (NORTHBOUND MOULTON PARKWAY BETWEEN CALLE CORTEZ AND VIA CAMPO VERDE), AND ALLOCATION OF EXISTING FEDERAL GRANTS FUND (AMERICAN RESCUE PLAN ACT (CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS)) APPROPRIATIONS TO SPECIFIC USES

AND

3. Increase the City Manager's authorization to approve change orders for the contract agreement with iBuild Spectrum, Inc. for the construction of the "City Hall/Public Library Project" by \$157,371 to accommodate door and window replacements and relocations at the existing City Hall building.

AND

4. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING THE ANNUAL APPROPRIATIONS LIMIT (GANN LIMIT) FOR FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA STATE CONSTITUTION

8.3 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, REPEALING RESOLUTION NO. 22-14 AND ADOPTING A LIST OF FISCAL YEAR 2022-23 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

8.4 Employee Positions, Compensation, and Benefits

Recommendation:

1. Repeal the existing job classifications for the following City employee positions: Administrative Coordinator and Customer Service Representative.

AND

2. Approve a job classification for the following City employee position: Receptionist.

AND

3. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAGUNA WOODS, CALIFORNIA, REPEALING
RESOLUTION NO. 22-30, AND ESTABLISHING A
COMPENSATION SCHEDULE AND BENEFITS FOR CITY
EMPLOYEES

AND

4. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAGUNA WOODS, CALIFORNIA, AMENDING THE
AUTHORIZED CITY EMPLOYEE POSITIONS FOR
FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND
ENDING JUNE 30, 2022, AND FISCAL YEAR 2022-23

COMMENCING JULY 1, 2022 AND ENDING JUNE 30,
2023

8.5 Ad Hoc Anti-Hate Advisory Council Committee
(agendized by Councilmember Horne)

Recommendation: Appoint two members of the City Council to an Ad Hoc Anti-Hate Advisory Council Committee beginning immediately through September 30, 2022 to make recommendations to the City Council regarding the potential establishment of a City committee focused on countering hate and normalizing inclusivity and togetherness.

8.6 Compensation Equity
(agendized by Mayor Moore)

Recommendation: Discuss the item.

8.7 Transparency of City of Laguna Woods
(agendized by Mayor Moore)

Recommendation: Discuss and approve a policy.

IX. CITY COUNCIL REPORTS AND COMMENTS

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

9.1 Coastal Greenbelt Authority
Mayor Pro Tem Conners; Alternate: Councilmember Tao

9.2 Orange County Fire Authority
Councilmember Hatch

9.3 Orange County Library Advisory Board
Mayor Moore; Alternate: Councilmember Tao

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

X. CLOSED SESSION

Prior to convening in closed session, the City Council will hear public comments on items appearing on the closed session agenda.

- 10.1 The City Council will meet in closed session under the authority of California Government Code Section 54957(b)(1) to consider the following: Public Employee Performance Evaluation – City Manager.

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Regular Meeting:	Wednesday, July 20, 2022 at 2 p.m. Laguna Woods City Hall 24264 El Toro Road, Laguna Woods, California 92637
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4.1
ELDER ABUSE AWARENESS MONTH
– JUNE 2022

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**Proclamation
City of Laguna Woods
Elder Abuse Awareness Month
June 2022**

WHEREAS, Laguna Woods is a community comprised mainly of older adults; and

WHEREAS, Elder Abuse Awareness Month is an international opportunity to bring attention to the all too prevalent maltreatment of older adults at home; and

WHEREAS, elder abuse is a problem that crosses all socio-economic boundaries and affects older adults regardless of gender, race, ethnicity, education, or location; and

WHEREAS, elder abuse manifests itself in a variety of forms, including physical, emotional, and financial abuse in homes and long-term care facilities; and

WHEREAS, elder abuse can cause lasting harm, financial ruin, and death; and

WHEREAS, there are physical, behavioral, and isolation warning signs that can be identified and acted upon to prevent or end instances of elder abuse; and

WHEREAS, ending instances of elder abuse often requires reporting by loved ones or other concerned parties, as well as professional intervention.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim June 2022 as “Elder Abuse Awareness Month” in the City of Laguna Woods and encourages residents and businesses to learn the warning signs of elder abuse and report all instances of known or suspected elder abuse.

Dated this 15th day of June, 2022

Carol Moore
Mayor

Attest: Yolie Trippy, CMC
City Clerk

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4.2
GUN VIOLENCE AWARENESS MONTH
– JUNE 2022

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Proclamation
City of Laguna Woods
Gun Violence Awareness Month
June 2022

WHEREAS, every year, an average of approximately 41,000 people from across the country – or approximately 110 people per day – succumb to fatal injuries caused either intentionally or unintentionally by guns; and

WHEREAS, most gun deaths are suicides, more than one-third of all gun deaths are homicides, and less than 1.5% of all gun deaths are unintentional; and

WHEREAS, guns are the leading cause of death for children under the age of 18, outpacing motor vehicle crashes and medical conditions; and

WHEREAS, more than half of all women murdered by spouses or other intimate partners are the result of gun violence.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim June 2022 as “Gun Violence Awareness Month” in the City of Laguna Woods and encourages safe and responsible gun ownership.

Dated this 15th day of June, 2022

Carol Moore
Mayor

Attest: Yolie Trippy, CMC
City Clerk

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4.3
PRIDE MONTH
– JUNE 2022

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Proclamation City of Laguna Woods Pride Month June 2022

WHEREAS, Laguna Woods draws strength and vitality from the diversity of those who live, work, visit, and otherwise contribute to our community; and

WHEREAS, diversity, reason, and respect are hallmarks of a civilized society and vital to maintaining the extraordinary character of our community; and

WHEREAS, there are residents, members of the business community, and others who are a part of the lesbian, gay, bisexual, and transgender community; and

WHEREAS, Pride Month is an opportunity to reflect on the ways that we can all come together with a commitment to mutual respect and consideration; and

WHEREAS, the City of Laguna Woods opposes discrimination in all its forms and supports the fair and equitable treatment of all people.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim June 2022 as “Pride Month” in the City of Laguna Woods and encourages individuals to support understanding, to fight prejudice and discrimination in their own lives, and to treat others with dignity and respect.

Dated this 15th day of June, 2022

Carol Moore
Mayor

Attest: Yolie Trippy, CMC
City Clerk

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4.4

CITY HALL/PUBLIC LIBRARY PROJECT UPDATE
(NO REPORT)

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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: June 15, 2022 Regular Meeting
SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the June 15, 2022 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 June 15, 2022 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on April 20, 2022.
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of May 2022.
- 6.3 Approval of the warrant register dated June 15, 2022 in the amount of \$474,668.22. 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 allowing for the continued use of teleconferencing for meetings during the COVID-19 State of Emergency, pursuant to California Assembly Bill 361 (2021-2022). The proposed resolution includes the findings required by California Government Code Section 54953(e)(3) for meetings to continue to be held via teleconferencing.
- 6.5 Approval of an agreement with Navia Benefit Solutions, Inc. for administrative services for certain employee benefit plans maintained by the City and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. BusinessPlans, Incorporated – myCafeteriaPlan has assisted with the administration of the City’s cafeteria plan since 2016. BusinessPlans has partnered with Navia Benefit Solutions and is transitioning to doing all business under that name.
- 6.6 Approval of an extension of the agreement with Monarch Environmental Services for arborist and tree risk assessment services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a one-month period through July 31, 2022 with no increase in rates or other changes to terms and conditions. Staff is currently evaluating proposals received in response to a recent Request for Proposals (“RFP”) for arborist and tree risk assessment services, and anticipates making a recommendation to the City Council at the regular meeting on July 20, 2022.
- 6.7 [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. CivilSource has provided city engineering and traffic operations services to the City since May 7, 2012 and is currently providing those services under an agreement that ends on June 30, 2022. For the entirety of that time, Akram Hindiyeh has served as City Engineer. CivilSource has offered to continue existing pricing with no increase in rates through December 31, 2022, subject to the City’s agreement. Due to CivilSource’s qualifications, performance, and ability to maintain continuity of personnel to-date, as well as the proposed stability in pricing, staff recommends waiving competitive bidding requirements for the proposed extension.

AND

[2] Approval of an extension of the agreement with CivilSource, Inc. for city engineering and traffic operations services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a six-month period through December 31, 2022 with no increase in rates or other changes to terms and conditions.

- 6.8 [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. obrARCHITECTURE, Inc. is the principal architect for the City Hall/Public Library Project. With construction expected to be completed after the end of the existing agreement with obrARCHITECTURE, and the continuing need for obrARCHITECTURE's services, staff recommends waiving competitive bidding requirements for the proposed extension.

AND

[2] Approval of an extension and amendment of the agreement with obrARCHITECTURE, Inc. for City Hall/Public Library Project architectural services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a four-month period through October 31, 2022, which is expected to encompass the completion of construction and final record drawings. The proposed amendment is for an additional \$8,000 for the extended services.

- 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. 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 and amendment of the agreement with Irwin B. Bornstein for as needed financial consulting services and authorization for the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney. The proposed extension is for a one-year period through June 30, 2022. The proposed amendment is for the first rate increase since the agreement was first entered into in 2017.

- 6.10 [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 City Manager 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.

- 6.11 [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 and Mr. Balliet's performance to-date, staff recommends waiving competitive bidding requirements for the proposed extension.

AND

[2] Approval of an extension and amendment of the agreement with Michael Balliet for as needed waste management consulting services and authorization for the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney. The proposed extension is for a one-year period through June 30, 2022. The proposed amendment is for the first rate increase since the agreement was first entered into in 2015.

- 6.12 Waiver of the Senior Mobility Program's annual enrollment fee of \$10 per person for Fiscal Year 2022-23. Staff has determined that sufficient funds are available to offer the Senior Mobility Program in Fiscal Year 2022-23 without charging the annual enrollment fee. The City Council previously waived the annual enrollment fee for fiscal years 2020-21 and 2021-22.
- 6.13 [1] Approval of final record plans and specifications reflecting completion of the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5" (available for review at City Hall); [2] acceptance of project completion of the contract agreement with Kalban, Inc. for the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5"; [3] release of contract retention in the amount of \$15,165.58 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] exoneration of project posted bonds 35 days following recordation of the Notice of Completion with the County of Orange. The "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5" is

included in the Fiscal Years 2021-32 Capital Improvement Program.

- 6.14 Appointment of German Cuenca with Sodexo Senior Living to the Board of Directors for the Laguna Woods Civic Support Fund as a business member. Mr. Cuenca is a General Manager with Sodexo Senior Living, a company that provides dining and hospitality services to The Towers at Laguna Woods Village. On June 7, 2022, the Laguna Woods Civic Support Fund Board of Directors voted unanimously to recommend Mr. Cuenca's appointment.

6.1
CITY COUNCIL MINUTES

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
April 20, 2022
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Moore 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: Hatch, Horne, Tao, Conners, Moore
 ABSENT: -

Mayor Moore and Councilmembers Hatch, Horne, and Tao participated in-person at the meeting location.

Mayor Pro Tem Conners participated via teleconference.

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

All staff participated in-person at the meeting location.

III. PLEDGE OF ALLEGIANCE

Joy Bradley, OneLegacy, led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Holocaust Remembrance Day – April 28, 2022

Rabbi Joseph Mendelsohn, Reform Temple of Laguna Woods, made comments.

Rabbi Peter Levy made comments.

Rabbi Dennis Linson, Temple Judea, made comments.

Councilmembers made comments.

Mayor Moore called for a moment of silence.

A moment of silence was observed.

4.2 Donate Life Month – April 2022

Joy Bradley, OneLegacy, made comments.

Councilmembers made comments.

Moved by Councilmember Horne, seconded by Councilmember Hatch, and carried unanimously on a 5-0 vote, to approve the proclamation. This vote was conducted by roll call.

4.3 Foundation of Laguna Woods Village – 25th Anniversary

Marcy Sheinwold, Laguna Woods Village Foundation, made comments.

Councilmembers made comments.

Moved by Councilmember Hatch, seconded by Councilmember Horne, and carried unanimously on a 5-0 vote, to approve the commendation. This vote was conducted by roll call.

Mayor Moore called for a brief recess.

The meeting was called back to order at 3:16 p.m.

4.4 Recent Financial Accomplishments

City Clerk Trippy read a press release regarding the City's recent financial accomplishments.

City Manager Macon made comments.

Councilmembers discussed the item and staff answered related questions.

4.5 City Hall/Public Library Project Update

City Manager Macon provided an update and answered related questions.

Councilmembers made comments.

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS – None

VI. CONSENT CALENDAR

Moved by Mayor Pro Tem Conners, seconded by Councilmember Horne, and carried

unanimously on a 5-0 vote, to approve Consent Calendar items 6.1 – 6.5. This vote was conducted by roll call.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on March 16, 2022 and the adjourned regular meeting on April 4, 2022.

6.2 City Treasurer's Report

Received and filed the City Treasurer's Report for the month of March 2022.

6.3 Warrant Register

Approved the warrant register dated April 20, 2022 in the amount of \$884,801.58.

6.4 Teleconferencing for Meetings

Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ALLOWING FOR THE CONTINUED USE OF TELECONFERENCING FOR MEETINGS DURING THE COVID-19 STATE OF EMERGENCY, PURSUANT TO CALIFORNIA ASSEMBLY BILL 361 (2021-2022)

6.5 Street Sweeping Services

Approved an assignment agreement assigning the existing agreement with Jonset Corporation DBA Sunset Property Services for street sweeping services to Sweeping Corporation of America and authorized the City Manager to execute the assignment agreement, subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS – None

VIII. CITY COUNCIL BUSINESS

8.1 Cannabis Business Tax

City Manager Macon made a presentation.

Kathryn Freshley, resident, spoke in opposition to the proposed ordinance.

Councilmembers discussed the item and staff answered related questions.

There was a motion by Mayor Moore to not approve the introduction and first reading of

the proposed ordinance. Due to lack of a second, the motion died.

Moved by Councilmember Horne, seconded by Mayor Pro Tem Conners, and carried on a 4-1 vote with Mayor Moore voting no, to approve the introduction and first reading of an ordinance – read by title with further reading waived - entitled:

AN ORDINANCE OF THE PEOPLE OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADDING CHAPTER 3.18 TO TITLE 3 OF THE LAGUNA WOODS MUNICIPAL CODE ESTABLISHING A TAX ON CANNABIS BUSINESSES ENGAGED IN BUSINESS IN THE CITY OF LAGUNA WOODS

This vote was conducted by roll call.

8.2 California Assembly Bill 2246 (Petrie-Norris) (2021-2022)
(agendized by Mayor Moore)

Claire Conlon, Assemblymember Petrie-Norris' Office, made a presentation.

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

Moved by Councilmember Hatch, seconded by Mayor Pro Tem Conners, and carried on a 4-1 vote with Councilmember Horne voting no, to adopt a position in support of California Assembly Bill 2246 (Petrie-Norris) (201-2022) (Controlled substances fentanyl) and authorize the Mayor to sign related correspondence. This vote was conducted by roll call.

8.3 City Council Meeting Schedule

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Tao, seconded by Councilmember Horne, and carried unanimously on a 5-0 vote, to schedule an adjourned regular meeting of the City Council for Thursday, May 26, 2022 at 3:00 p.m. to be held at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637. This vote was conducted by roll call.

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

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

Mayor Pro Tem Conners left the meeting at 4:52 p.m.

9.2 Orange County Fire Authority

Councilmember Hatch stated that there had been no meeting since the last meeting and commented on Orange County Fire Authority matters.

9.3 Orange County Library Advisory Board

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

9.4 Orange County Mosquito and Vector Control District

Councilmember Horne provided a report.

9.5 San Joaquin Hills Transportation Corridor Agency

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

9.6 South Orange County Watershed Management Area

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

9.7 Other Comments and Reports

Councilmember Horne commented on an upcoming March Against Hate Rally.

X. CLOSED SESSION

Prior to convening in closed session, an opportunity was provided for public comments on items appearing on the closed session agenda. No such public comments were received.

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

XI. CLOSED SESSION REPORT

The City Council reconvened in open session at 5:32 p.m. City Attorney Patterson stated that there was no reportable action.

XII. ADJOURNMENT

The meeting was adjourned at 5:33 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, May 18, 2022 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: June 15, 2022

CAROL MOORE, Mayor

6.2 CITY TREASURER'S REPORT

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City of Laguna Woods
City Treasurer's Report
For the Month Ended May 31, 2022

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 4/30/22	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 5/31/22	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	\$ 419,336	\$ 1,788,545	\$ (475,100)	\$ (145,000)	\$ 1,587,781	11.45%	
Cash Balances, Multi-Bank Securities (MBS) Account (Note 2 and 4)	\$ 2,018	\$ 7,604	\$ (2,166)	\$ -	\$ 7,456	0.05%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 10,839	\$ 4,248	\$ (7,604)	\$ -	\$ 7,482	0.05%	
Petty Cash	\$ 1,369	\$ 131	\$ (501)	\$ -	\$ 999	0.01%	
Total Cash and Cash Equivalents	\$ 433,563	\$ 1,800,527	\$ (485,371)	\$ (145,000)	\$ 1,603,719	11.56%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF) (Notes 2 and 3)	\$ 941,652	\$ -	\$ -	\$ -	\$ 941,652	6.79%	
Orange County Investment Pool (OCIP) (Notes 2 and 3)	\$ 9,510,801	\$ -	\$ -	\$ -	\$ 9,510,801	68.58%	
Total Pooled Money Investment Accounts	\$ 10,452,453	\$ -	\$ -	\$ -	\$ 10,452,453	75.37%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit (fair value) (Note 2)	\$ 1,671,690	\$ -	\$ -	\$ 141,156	\$ 1,812,846	13.07%	
Total Investments - Interest and Income Bearing	\$ 1,671,690	\$ -	\$ -	\$ 141,156	\$ 1,812,846	13.07%	30.00%
TOTAL	\$ 12,557,706	\$ 1,800,527	\$ (485,371)	\$ (3,844)	\$ 13,869,018	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (1,418,524)	\$ 3,006,304	\$ 1,587,781
Cash Balances, MBS Account	\$ 7,456	\$ -	\$ 7,456
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 7,482	\$ -	\$ 7,482
Petty Cash	\$ 999	\$ -	\$ 999
LAIF	\$ 941,652	\$ -	\$ 941,652
OCIP	\$ 9,510,801	\$ -	\$ 9,510,801
Certificates of Deposit	\$ 1,812,846	\$ -	\$ 1,812,846
Totals	\$ 10,862,714	\$ 3,006,304	\$ 13,869,018

(See **NOTES** on Page 4 of 4)



City of Laguna Woods

City Treasurer's Report

For the Month Ended May 31, 2022

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)														
90348JEA4	2018-6	UBS BANK USA	48 months	10/01/18	10/05/18	245,000	246,749	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	248,827	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	243,727	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	249,003	245,000	3.600	Monthly	01/12/19	Green***	3.600	12/12/23
949763ZA7	2019-1	WELLS FARGO BK N A	60 months	04/09/19	04/10/19	245,000	245,448	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	237,104	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	96,679	100,000	1.800	Monthly	05/01/20	Green***	1.800	03/31/25
14042TGG6	2022-1	CAPITAL ONE BK USA NATL ASSN	36 months	05/24/22	05/25/22	245,000	245,309	245,000	3.100	Semi-Annual	11/25/22	Green*	3.100	05/27/25
Accrued Interest - Month End							7,482							
Total CDs						1,810,000	1,820,329	1,810,000						

(*) 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 beginning in 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)

N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	941,429	941,652	941,429	Note 3	Quarterly	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	9,495,755	9,510,801	9,495,755	Note 3	Monthly	N/A	N/A	N/A	N/A
Total PMIA						10,437,184	10,452,453	10,437,184						

(See **NOTES** on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
For the Month Ended May 31, 2022

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 4/30/22	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 5/31/22
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (Note 2) (CERBT holds all assets and administers the OPEB Trust)	\$ 134,728	\$ -	\$ (10)	\$ (156)	\$ 134,563
Employer Pension Contributions Trust					
CalPERS California Employers' Pension Prefunding Trust (CEPPT) (Note 2) (CEPPT holds all assets and administers the Employer Pension Contributions Trust)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Funds - Held in Trust	\$ 134,728	\$ -	\$ (10)	\$ (156)	\$ 134,563

(See **NOTES** on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
For the Month Ended May 31, 2022

ITEM 6.2

CASH AND INVESTMENTS

Notes:

Note 1 - Analyzed Checking Account / Monthly activity reported does not reflect May 2022 vendor invoicing processed after the date of this report.

Note 2 - During May 2022, 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 \$222.79 to reflect the fair market value of the investment at June 30, 2021.

OCIP / The City made no deposits to or withdrawals from the OCIP account. The balance includes an adjustment in the amount of \$15,046.16 to reflect the fair market value of the investment at June 30, 2021.

Investments / The City withdrew \$100,000 upon maturity of Synchrony Bank Retail Certificate of Deposit, the amount was transferred to the City's checking account. The City invested \$245,000 cash balance in a Capital One Bank USA Certificate of Deposit for a 36 month term at a 3.100% yield rate. Investments were adjusted in the amount of (\$3,843.55) to report balances at fair market value as of May 31, 2022.

OPEB Trust / The City made no contributions to or withdrawals from the OPEB Trust. The OPEB Trust experienced a net loss of (\$165.47) in May 2022.

Employer Pension Contributions Trust / In April 2021, the City elected to participate in the CEPPT. The City has not yet made contributions to the CEPPT.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported in May 2022 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	See Notes	See Notes	July 2022	Total pool interest yield for May 2022 was 0.684% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
OCIP	Monthly	\$3,082	January 2022	See Notes	See Notes	The OCIP May 2022 statement had not been received at the time of this report; balance reported is as of April 30, 2022. Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at April 30, 2022 was \$11,196.55. April 2022 interest rate was 0.547% and fees were 0.058%.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$7,604.39 and transferred out \$2,166.35 in cash balances to the City's checking account in May 2022. Cash balances to be invested or paid out are classified separately on page 1 of 4. The City's portfolio also has \$7,482.20 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.

Digitally signed by
Elizabeth Torres
Date: 2022.06.09
19:07:34 -07'00'

Elizabeth Torres, City Treasurer

Date

6.3 WARRANT REGISTER

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CITY OF LAGUNA WOODS

WARRANT REGISTER

June 15, 2022

ITEM 6.3

This Report Covers the Period 05/01/2022 through 05/31/2022

		Date	Vendor Name	Description	Amount
Debit			Automatic Bank Debits:		
Debit	05/02/2022	GLOBAL PAYMENTS / OPEN EDGE		Credit Card Processing Fees / April 2022	773.39
Debit	05/03/2022	BUSINESS PLANS		Employee Benefit Program / April 2022	40.00
Debit	05/03/2022	AUTHORIZE.NET		Online Credit Card Processing Fees / April 2022	12.00
Debit	05/04/2022	BUSINESS PLANS		Employee Benefit Program / May 2022	567.86
Debit	05/06/2022	ADP PAYROLL SERVICES		Payroll Processing Fees / Pay Periods Ended 04/08/2022 & 04/22/2022	379.14
Debit	05/10/2022	BUSINESS PLANS		Employee Benefit Program / May 2022	280.40
Debit	05/10/2022	CALPERS - RETIREMENT		Retirement Contributions / Pay Period Ended 04/08/2022	3,039.75
Debit	05/10/2022	CALPERS - RETIREMENT		Retirement Contributions / Pay Period Ended 04/08/2022	1,909.67
Debit	05/11/2022	BUSINESS PLANS		Employee Benefit Program / May 2022	416.67
Debit	05/11/2022	CALPERS - HEALTH		Employee Benefit Program / May 2022	7,501.35
Debit	05/12/2022	ADP TAX		Payroll Taxes / Pay Period Ended 05/06/2022	8,599.05
Debit	05/12/2022	ADP WAGE PAY		Payroll Transfer / Pay Period Ended 05/06/2022	17,010.60
Debit	05/12/2022	ICMA / MFRS AND TRADERS TRUST		Employee Benefit Program / Pay Period Ended 05/06/2022	2,795.00
Debit	05/13/2022	COUNTY OF ORANGE - SHERIFF		Law Enforcement Services / May 2022	255,071.73
Debit	05/13/2022	U.S. BANK		Bank Service Charges / April 2022	90.83
Debit	05/18/2022	BUSINESS PLANS		Employee Benefit Program / May 2022	42.90
Debit	05/24/2022	BUSINESS PLANS		Employee Benefit Program / May 2022	91.46
Debit	05/24/2022	CALPERS - RETIREMENT		Retirement Contributions / Pay Period Ended 04/22/2022	3,023.83
Debit	05/24/2022	CALPERS - RETIREMENT		Retirement Contributions / Pay Period Ended 04/22/2022	1,932.34
Debit	05/25/2022	ADP TAX		Payroll Taxes / Pay Period Ended 05/20/2022	8,047.57
Debit	05/25/2022	ADP WAGE PAY		Payroll Transfer / Pay Period Ended 05/20/2022	16,557.36
Debit	05/26/2022	ICMA / MFRS AND TRADERS TRUST		Employee Benefit Program / Pay Period Ended 05/20/2022	2,795.00
Check Number			Warrants:		
5708	05/13/2022	CALEB CONSTRUCTION		Building Plan Review Refund	232.50
5709	05/13/2022	EDIFY CONSTRUCTION		Building Plan Review Refund	77.50
5710	05/13/2022	ELEGANT HOME IMPROVEMENT		Building Plan Review Refund	77.50
5711	05/13/2022	FHI CONSTRUCTION		Building Plan Review Refund	77.50
5712	05/13/2022	LAGUNA GENERAL CONSTRUCTION, INC.		Building Plan Review Refund	155.00
5713	05/13/2022	LUCKY CONSTRUCTION		Building Plan Review Refund	77.50
5714	05/13/2022	MARIA NICHOLSON		Building Plan Review Refund	77.50
5715	05/13/2022	MYKATON CONSTRUCTION		Building Plan Review Refund	232.50
5716	05/13/2022	T & K BUILDERS		Building Plan Review Refund	77.50
5717	05/13/2022	360CIVIC		Website Hosting / April 2022	200.00
5718	05/13/2022	AESCO		City Hall/Public Library Project	1,700.00
5719	05/13/2022	ALL AMERICAN ASPHALT		Pavement Management Plan Project	7,649.72
5720	05/13/2022	AT&T		Telephone / 452-0600 / April 2022	2,401.26
5721	05/13/2022	AT&T		Telephone / 458-3487 / April 2022	43.10
5722	05/13/2022	AT&T		White Pages / May 2022	4.62
5723	05/13/2022	AT&T		Telephone / 639-0500 / April 2022	220.34
5724	05/13/2022	BOUTWELL FAY LLP		Legal Services / April 2022	170.00
5725	05/13/2022	BRIGHTVIEW LANDSCAPE SERVICES, INC.		Landscape Maintenance / April 2022	15,877.40
5726	05/13/2022	BROAD SKY NETWORKS		City Hall Internet Service / May 2022	320.46

CITY OF LAGUNA WOODS
WARRANT REGISTER
June 15, 2022

ITEM 6.3

This Report Covers the Period 05/01/2022 through 05/31/2022

	Date	Vendor Name	Description	Amount
5727	05/13/2022	EL TORO WATER DISTRICT	Water Service / February 2022	2,287.92
5728	05/13/2022	FUSCOE ENGINEERING, INC.	Engineering Services	200.00
5729	05/13/2022	KONE INC.	City Hall Elevator Maintenance / May 2022	225.00
5730	05/13/2022	OBR ARCHITECTURE, INC.	City Hall/Public Library Project	2,237.50
5731	05/13/2022	ORANGE COUNTY REGISTER-NOTICES	Public Notices / April 2022	1,353.24
5732	05/13/2022	ORKIN	Pest Control Services	650.00
5733	05/13/2022	PARK CONSULTING GROUP, INC	Software Consulting Services / March - April 2022	10,668.75
5734	05/13/2022	PASCO DOORS	City Hall Maintenance	330.00
5735	05/13/2022	PETTY CASH	Replenish Petty Cash / April 2022	-
5736	05/13/2022	PV MAINTENANCE INC	Street, City Hall & Park Maintenance Services / April 2022	20,433.67
5737	05/13/2022	RICOH USA, INC.	Copier Usage / April 2022	202.70
5738	05/13/2022	SOUTHERN CALIFORNIA EDISON	Electric Services / March - April 2022	9,090.37
5739	05/13/2022	SOUTHERN CALIFORNIA GAS COMPANY	Gas Service - City Hall / April 2022	28.56
5740	05/13/2022	SOUTHERN CALIFORNIA SHREDDING	Shredding Service / April 2022	435.00
5741	05/13/2022	STAPLES	Office & Janitorial Supplies	661.52
5742	05/13/2022	SWEEPING CORPORATION OF AMERICA	Street Sweeping Services / April 2022	3,480.00
5743	05/13/2022	TONY'S LOCKSMITH & SAFE SERV.	City Hall Maintenance	323.36
5744	05/13/2022	WM CURBSIDE, LLC	HHW, Medicine & Sharps Program / April 2022	3,804.50
5745	05/24/2022	APRIL BAUMGARTEN	Reimbursement - City Hall Maintenance	223.02
5746	05/24/2022	AT&T	Telephone / 581-9821 / April 2022	147.44
5747	05/24/2022	AT&T	Telephone / 583-1105 / April 2022	22.34
5748	05/24/2022	CALIFORNIA YELLOW CAB	Taxi Voucher Services / April 2022	992.00
5748	05/24/2022	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / April 2022	16.00
5749	05/24/2022	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / April 2022	9,264.00
5750	05/24/2022	COUNTY OF ORANGE	Automated Fingerprint ID System / May 2022	636.00
5751	05/24/2022	EL TORO WATER DISTRICT	Water Service / March 2022	3,768.15
5752	05/24/2022	MISSION SQUARE RETIREMENT	Quarterly Plan Fee / 4th Quarter Fiscal Year 2021-22	125.00
5753	05/24/2022	OFFICE TEAM	Temporary Administrative Services / Week Ending May 6, 2022	1,165.22
5754	05/24/2022	PROTELESIS	Telephone System Maintenance	419.25
5755	05/24/2022	RJM DESIGN GROUP	City Hall/Public Library Project	1,077.50
5756	05/24/2022	VERIZON WIRELESS	Building iPad Data Plans / April 2022	120.03
5757	05/24/2022	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	Replacement for Check #5403 dated January 14, 2022	921.50
5758	05/27/2022	ACM CONSTRUCTION, BUILDER GROUP	Building Plan Review Refund	155.00
5759	05/27/2022	CALEB CONSTRUCTION	Building Plan Review Refund	77.50
5760	05/27/2022	ELEGANT HOME IMPROVEMENT	Building Plan Review Refund	77.50
5761	05/27/2022	HONEYCUTT CONSTRUCTION	Building Plan Review Refund	77.50
5762	05/27/2022	J. LIN REMODELING SERVICES, INC	Building Plan Review Refund	77.50
5763	05/27/2022	JACKIE KURTH	Building Plan Review Refund	77.50
5764	05/27/2022	MIRPUR LLC	Building Plan Review Refund	77.50
5765	05/27/2022	VERTEX CONSTRUCTION	Building Plan Review Refund	77.50
5766	05/27/2022	WEST COAST REMODEL	Building Plan Review Refund	77.50
5767	05/27/2022	ADT COMMERCIAL	City Hall Maintenance	475.00
5768	05/27/2022	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / April 2022	2,752.14
5769	05/27/2022	CSMFO	Training Seminar / June 2022	75.00
5770	05/27/2022	MANAGED HEALTH NETWORK	Employee Benefit Program / June 2022	16.72

CITY OF LAGUNA WOODS

ITEM 6.3

WARRANT REGISTER

June 15, 2022

This Report Covers the Period 05/01/2022 through 05/31/2022

	Date	Vendor Name	Description	Amount
5771	05/27/2022	MARC DONOHUE	Administrative Services / April 2022	300.00
5772	05/27/2022	MICHAEL BAKER INTERNATIONAL	Planning Services / April 2022	1,141.00
5773	05/27/2022	MONARCH ENVIRONMENTAL COMPANIES, INC.	Arborist Services / April 2022	632.00
5774	05/27/2022	NAVIA BENEFIT SOLUTIONS, INC	125 Cafeteria Plan Administration / May 2022	100.00
5775	05/27/2022	OMNI ENTERPRISE INC	Janitorial Services / April 2022	2,320.00
5776	05/27/2022	PRACTICAL DATA SOLUTIONS	IT Support Services / March - April 2022	11,963.88
5777	05/27/2022	SIEMENS MOBILITY, INC.	Traffic Signal Maintenance / April 2022	1,665.00
5778	05/27/2022	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / April 2022	2,079.22
5779	05/27/2022	TYLER TECHNOLOGIES, INC.	EnerGov Annual Maintenance Fees / June 2021 - May 2022	4,698.58
5779	05/27/2022	TYLER TECHNOLOGIES, INC.	EnerGov Annual Maintenance Fees / June 2022 - May 2023	4,709.00
5780	05/27/2022	VIDIFLO, LLC	City Hall Television Broadcast Improvements	2,215.97
5781	05/27/2022	WEST COAST ARBORISTS, INC	Tree Pruning Services / April 2022	2,680.00

Total Bank Debits and Warrants: \$ **474,557.85**

Petty Cash Expenditures Paid Out (See Note 2)

Stater Brothers	City Hall Maintenance	\$16.23
Green Thumb	City Hall Maintenance	\$10.42
MyDoorSign	Office Supplies	\$83.72
Total Petty Cash:		\$110.37

TOTAL \$ 474,668.22

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 May 2022, 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.

Note 3 - No credit card transactions were paid during this time period.

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.

Digitally signed by
Elizabeth Torres
Date: 2022.06.09 19:10:43
-07'00'

Elizabeth Torres, Administrative Services Director/City Treasurer

Dated

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6.4 TELECONFERENCING FOR MEETINGS

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RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ALLOWING FOR THE CONTINUED USE OF TELECONFERENCING FOR MEETINGS DURING THE COVID-19 STATE OF EMERGENCY, PURSUANT TO CALIFORNIA ASSEMBLY BILL 361 (2021-2022)

WHEREAS, on February 26, 2020, the County of Orange Health Officer declared a Local Health Emergency and the Chairwoman of the Board of Supervisors, acting as the Chair of Emergency Management Council, proclaimed a Local Emergency finding that the imminent and proximate threat to public health from the introduction of COVID-19 created conditions of extreme peril to the safety of persons and property within the territorial limits of Orange County; and

WHEREAS, on March 2, 2020, the Orange County Board of Supervisors adopted resolutions No. 20-011 and 20-012 ratifying the Local Health Emergency and Local Emergency, referenced above; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in response to COVID-19, pursuant to Section 8625 of the California Emergency Services Act (Article 1 [commencing with Section 8550] of Chapter 7 of Division 1 of Title 2); and

WHEREAS, on March 11, 2020 the World Health Organization publicly characterized COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the spread and the effects of COVID-19; and

WHEREAS, the State of California (California Department of Industrial Relation's Division of Occupational Safety and Health's Revised COVID-19 Prevention Emergency Temporary Standards effective January 14, 2022) and County of Orange Health Officer (Orders and Strong Recommendations revised March 24, 2022) continue to impose or recommend measures to promote social distancing; and

WHEREAS, on March 17, 2020, the Governor of the State of California issued Executive Order N-29-20 that, in an effort to confront and contain COVID-19, suspended certain provisions of the Ralph M. Brown Act providing local

agencies with greater flexibility to hold meetings via teleconferencing; and

WHEREAS, on September 16, 2021, the Governor of the State of California signed Assembly Bill 361 (2020-2022) (“AB 361”) amending the Ralph M. Brown Act providing local agencies with greater flexibility to hold meetings via teleconferencing during a proclaimed state of emergency when: (1) state or local officials have imposed or recommended measures to promote social distancing and/or (2) the legislative body of the local agency has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees (California Government Code Section 54953(e)(1)); and

WHEREAS, AB 361 was chaptered into law as an urgency statute with its effectiveness waived until October 1, 2021, subject to the Governor of the State of California’s Executive Order N-15-21 dated September 20, 2021; and

WHEREAS, in order to continue holding meetings via teleconferencing, AB 361 requires the legislative body of a local agency to periodically make the findings set forth in California Government Code Section 54953(e)(3).

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council does hereby find the following:

(A) A state of emergency has been proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 [commencing with Section 8550] of Chapter 7 of Division 1 of Title 2); and

(B) The City Council has reconsidered the circumstances of the state of emergency; and

(C) The state of emergency continues to directly impact the ability of the members of the City Council to meet safely in person; and

(D) State and local officials continue to impose or recommend measures to promote social distancing.

SECTION 3. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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6.5 ADMINISTRATIVE SERVICES FOR EMPLOYEE BENEFIT PLANS

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NAVIA BENEFIT SOLUTIONS ADMINISTRATIVE SERVICES AGREEMENT

CONTRACT INFORMATION PAGE

This NAVIA ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Navia Benefit Solutions, Inc. ("Navia"), a Washington Corporation, and the below-named Employer ("Employer").

Name of Employer:	City of Laguna Woods
Effective Date:	6/24/2022
Notices Sent to Employer:	24264 El Toro Rd Laguna Woods, CA 92637
Notices Sent to Navia	600 Naches Ave SW Renton, WA 98057

IN WITNESS WHEREOF, Employer and Navia have reviewed the forgoing Agreement in its entirety and have caused their undersigned Representative(s) to execute this Agreement, the same being duly authorized to do so.

EMPLOYER

NAVIA BENEFIT SOLUTIONS, INC.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: HILARIE AITKEN

TITLE: _____

TITLE: CEO

DATE: _____

DATE: _____

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NAVIA ADMINISTRATIVE SERVICE AGREEMENT

Employer has asked Navia to provide administrative services for certain employee Benefit Plans maintained by Employer as described in this Agreement. In consideration of the mutual promises contained in this Agreement, Employer and Navia agree as follows:

GENERAL TERMS AND CONDITIONS

ARTICLE I: DEFINITIONS

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections or Schedules of this Agreement in which they are defined.

1.1 AFFILIATE

“Affiliate” means a business entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

1.2 AGREEMENT

“Agreement” means the following: the Contract Information Page, the General Terms and Conditions, the Schedules and the Exhibits that are specifically incorporated by the Parties into this Agreement by reference.

1.3 BENEFIT PLANS

“Benefit Plan(s)” means one or more employee benefits plans, 132 Transportation benefits, COBRA Administration, or Direct Billing Administration established and maintained by Employer for the benefit of its employees and their eligible dependents for which Navia provides Services in accordance with this Agreement.

1.4 BUSINESS DAY

“Business Day” means Monday through Friday, excluding days deemed to be federal holidays.

1.5 CARD RECIPIENT

“Card Recipient” means the individual to whom Card Services Provider issues an Electronic Payment Card in accordance with this Agreement.

1.6 CARD SERVICES PROVIDER

“Card Services Provider” means the third party chosen by Navia to issue Electronic Payment Cards in accordance with this Agreement and/or process electronic payment card transactions.

1.7 CARRIER

“Carrier” means the insurance Carrier or other benefit provider designated by the Employer.

1.8 CLAIMS ADMINISTRATOR

“Claims Administrator” means Navia.

1.9 COBRA ELECTION NOTICE

“COBRA Election Notice” means the election form included in the Specific Rights Notice.

1.10 CODE

“Code” means the Internal Revenue Code of 1986 and the regulations thereunder, as amended from time to time.

1.11 COVERED DEPENDENT

“Covered Dependent” means any person other than the Covered Employee who is covered under a Benefit Plan by virtue of his relationship to the Covered Employee.

1.12 COVERED EMPLOYEE

“Covered Employee” means any of Employer’s employees or former employees who are enrolled in a Benefit Plan or who have established a Health Savings Account as defined in Code Section 223.

1.13 COVERED INDIVIDUAL

“Covered Individual” means a Covered Employee or a Covered Dependent.

1.14 DISBURSEMENT REPORT

“Disbursement Report” means a file or report created by Navia, posted to the Website that details the benefit disbursements.

1.15 ELIGIBILITY AND PAYROLL DEDUCTION REPORT (“EDR”)

“Eligibility and Payroll Deduction Report” means a file or report created by Navia, posted to the Website, and verified by the Employer against payroll deductions for each processing date.

1.16 ELECTRONIC PAYMENT CARD

“Electronic Payment Card” means a debit card or store value card used to pay for eligible expenses under the Benefit Plan(s).

1.17 ELIGIBLE EMPLOYEE

“Eligible Employee” means an employee that is eligible for the Benefit Plan(s) as determined by the Employer.

1.18 EXHIBIT

“Exhibit” means the document or documents specifically incorporated by the Parties into this Agreement by reference that describe the specific rights, duties, and obligations of the Parties.

1.19 FEES

“Fees” means the amount that must be paid as indicated in each Schedule.

1.20 GRACE PERIOD

“Grace Period” means the 2.5-month period after the end of the Plan Year during which eligible expenses incurred during that time may be applied toward the previous Plan Year.

1.21 INTELLECTUAL PROPERTY RIGHTS

“Intellectual Property Rights” means all intellectual property rights throughout the world, including copyrights, patents, mask works, trademarks, service marks, trade secrets, inventions (whether or not patentable), know how, authors’ rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights.

1.22 PARTY OR PARTIES

“Party” means Employer or Navia collectively, and Employer and Navia shall be referred to as “Parties”.

1.23 PLAN ADMINISTRATOR

“Plan Administrator” means Employer.

1.24 PLAN APPLICATION

“Plan Application” means the online or form questionnaire provided by Navia to Employer used to gather Employer and Plan design information.

1.25 PLAN DOCUMENT

“Plan Document” means a document that describes the Plan’s terms and conditions related to the operation and administration of the plan.

1.26 PLAN YEAR

“Plan Year” means a period of time determined by the Employer no longer than 12 months.

1.27 REPRESENTATIVE

“Representative” means an officer, director, or individual with authority to bind the Party.

1.28 RUN-OUT-PERIOD

“Run-out Period” means the period of time after the end of the Plan Year during which Covered Individuals can submit claims.

1.29 SCHEDULE(S)

“Schedule(s)” means the document or documents specifically incorporated by the Parties into this Agreement by reference that describe the specific Services and the specific rights and obligations of the Parties with respect to such Services.

1.30 SERVICES

“Services” means Benefit Plan related administrative services as described specifically in the Schedules, together with any materials, supplies, tangible items or other goods Navia furnishes in connection with the Services.

1.31 SPECIFIC RIGHTS NOTICE

“Specific Rights Notice” means the notice that must be provided to each qualified beneficiary in connection with a COBRA qualifying event.

1.32 SUBCONTRACTOR

“Subcontractor” means a third-party to whom a Party has delegated or subcontracted any portion of its obligations set forth herein.

1.33 WE OR US

“We” or “Us” means Navia.

1.34 YOU OR YOUR

“You” or “your” means Employer.

1.35 YEAR-TO-DATE REPORT

“Year-to-Date Report” means a file or report created by Navia, posted to the Website that details contributions, disbursements, and benefit election, if applicable.

ARTICLE II. RELATIONSHIP AND TERM

2.1 RELATIONSHIP OF THE PARTIES

Navia is an independent contractor. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties, their Affiliates, or any of their Subcontractors or Representatives. Employer acknowledges that Navia is not an accounting or law firm. No Services, and no written or oral communications made by Navia during the course of providing Services, are or should be construed by Employer as tax or legal advice.

2.2 TERM OF THE AGREEMENT

This Agreement shall be in effect from Effective Date set forth on the Contract Information Page and will continue until such time as the Agreement is terminated as set forth herein (“Term”). Each Schedule may have a later effective date than this Agreement to the extent that Employer and Navia agree to the terms set forth in the Schedule after this Agreement has already become effective. If the Employer uses the Services of Navia, this Agreement will be deemed to be in effect as of the date Navia begins providing such Services even if a copy of this Agreement has not been signed and returned by the Employer—all fees and monthly charges will be due and payable as set forth herein.

2.3 TERMINATION WITHOUT CAUSE

Either Party may terminate this Agreement for convenience, without cause, at any time without further charge or expense with at least sixty (60) calendar days prior written notice to the other Party.

2.4 TERMINATION FOR CAUSE

In addition to any other remedies available to a Party, a Party may immediately terminate this Agreement upon the occurrence of a Termination Event by the other Party by providing written notice of termination to the other Party.

The following events constitute a Termination Event:

- (a) Employer fails to pay the applicable Fees or satisfy the applicable funding requirements as set forth herein;
- (b) Failure of a Party to cure a material breach (to the extent curable) within thirty (30) calendar days after written notice of the breach and intent to terminate is provided by the non-breaching Party;
- (c) Employer files for bankruptcy, becomes or is declared insolvent (generally unable to pay its debts as they become due), is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer, makes an assignment for the benefit of all or substantially all of its creditors, takes any corporate action for its winding-up, dissolution or administration, enters into an Agreement for the extension or readjustment of substantially all of its obligations, or recklessly or intentionally makes any material misstatement as to its financial condition. In the interest of risk reduction for both Parties, Navia may immediately suspend Benefit Plan processing (including debit cards) without notice upon the occurrence of any of the circumstances described in this section (c). Upon written notice to Employer, Navia may terminate services for a Covered Employee for persistent abusive, offensive, or similar behavior toward Navia employees.

2.5 POST TERMINATION OBLIGATIONS

- (a) If Employer terminates this Agreement, Navia shall reasonably cooperate with Employer to transition information to Employer or a new third party pursuant to the reasonable instructions of

Employer, in accordance with the terms of this Agreement, as necessary to enable the new service provider to perform services without disruption to Covered Individuals. Employer is obligated to reimburse all reasonable costs and expenses incurred by Navia for continued administration during the transition process (including administration Fees during the claims run-out period) and transitioning any necessary information as set forth herein. Covered Individual claims submitted to Navia after termination of the Agreement or expiration of the claims run-out period, whichever is later, will be denied and Participants will be redirected to the Employer and Navia will have no further responsibility with respect to Covered Individual claims received after such time.

- (b) The rights and obligations of the Parties that by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes include, without limitation, Section 5.1 through Section 5.5, Article VI, Section 7.7, and the Business Associate Agreement Exhibit.
- (c) Termination of this Agreement shall not terminate the rights or obligations of either Party arising prior to the effective date of such termination. Notwithstanding anything to the contrary herein upon termination of this Agreement, all Fees, funding, and other amounts owed will become immediately due and payable.

ARTICLE III. FEES

3.1 FEES FOR SERVICES

The Fees that Employer must pay Navia for Services are set forth in the Fee section of each Schedule. To the extent that Navia sends a monthly invoice, all Fees are due upon receipt of the monthly invoice; however, there is a thirty (30) day period after which 1.5% interest per month will accrue with respect to any unpaid Fees to the extent Navia does not terminate the Agreement in accordance with Article III herein. If the invoice is mailed by Navia, the recipient is deemed to have received the invoice within three (3) Business Days after Navia mails the invoice. Failure to timely and completely pay such Fees may also result in suspension of all or part of the Services provided or, in Navia's discretion, termination of the Agreement. In addition to the Fees outlined in this Section 3 and the Schedule(s), Navia may, in connection with the Services provided, receive interest, investment income, transaction fees, including transaction fees charged to a merchant bank, or similar payments from third parties. Employer acknowledges that Navia will retain such payment as additional consideration for the Services Navia provides hereunder.

3.2 FEES FOR ADDITIONAL SERVICES

Additional Fees for additional Services not listed in the Schedules shall be as mutually agreed in writing between Employer and Navia prior to performance. Such Fees may result from Employer's specific requests for legal guidance provided by an outside firm, development time, or third-party audit Fees.

3.3 FEE TERMS AND CHANGES IN FEES

- (a) Fees are effective beginning with the Effective Date unless otherwise provided herein.
- (b) Navia may change Fees to the extent that (i) changes are made in applicable law that materially affect the rights and obligations of Navia set forth herein, (ii) Employer amends the Benefit Plan in a manner that materially impacts the Services provided herein; or (iii) Navia provides written notice of a proposed Fee change to Employer. If Employer does not affirmatively reject any proposed Fee changes in writing within thirty (30) days of receiving written notice of the proposed Fee changes from Navia, such proposed Fees will become effective the first day of the month following the end of the thirty-day response period. If Employer does not agree with such

proposed Fee changes, Employer may terminate the Agreement with no less than thirty (30) days prior written notice from the date that Navia notified Employer of the Fee changes.

ARTICLE IV. WARRANTIES AND REPRESENTATIONS

4.1 MUTUAL WARRANTIES AND REPRESENTATIONS

Each Party represents and warrants the following:

- (a) the Party's execution, delivery and performance of this Agreement: (i) have been authorized by all necessary corporate action, (ii) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject and (iii) are not subject to the consent or approval of any third party;
- (b) This Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms;
- (c) Such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder; and
- (d) Both Parties will perform their respective obligations under this Agreement in compliance with all laws, rules, regulations, and other legal requirements applicable to the Party.

4.2 NAVIA'S WARRANTIES AND REPRESENTATIONS

- (a) Navia represents and warrants that the Services shall reasonably conform to the Schedules described herein.
- (b) Other than as specifically set forth herein, Navia makes no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaims all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

4.3 EMPLOYER'S WARRANTIES AND REPRESENTATIONS

Employer represents and warrants they are not subject to any pending or threatened litigation, governmental action, or investigation from the IRS, DOL, HHS, or otherwise with respect to any Benefit Plans. If Employer is subject to any litigation, action, or investigation, or becomes subject while this Agreement is in effect, Employer shall promptly notify Navia in writing in advance of the Effective Date of this agreement, or within 10 days of Employer becoming aware of such litigation, action, or investigation.

ARTICLE V: INFORMATION AND RECORDS

5.1 RECORDS GENERALLY

Employer and Navia shall retain records and supporting documentation sufficient to document its satisfaction of its obligations under this Agreement in accordance with laws and generally accepted accounting principles for at least eight (8) years from the date such record or documentation is created.

5.2 CONFIDENTIAL AND PROPRIETARY INFORMATION - GENERALLY

- (a) The term "Confidential Information" shall mean this Agreement and all non-public data, trade secrets, business information and other information of any kind whatsoever that a Party

(“Discloser”) discloses, in writing, orally, visually or in any other medium, to the other Party (“Recipient”) or to which Recipient obtains access and that relates to Discloser or, in the case of Navia, its customers. A “writing” shall include an electronic transfer of information by e-mail, over the Internet or otherwise. Confidential Information shall not include Benefit Plan information (i.e. card swipe data, Benefit Plan reports, claims, explanation of benefits and other Protected Health Information). Such information will be protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Health Information Technology for Economic and Clinical Health Act (HITECH”), and/or other applicable privacy and security laws.

- (b) Each of the Parties, as Recipient, hereby agrees that it will not, and will cause its Representatives, Affiliates, vendors, Subcontractors, and third-parties not to disclose Confidential Information of the other Party, during or after the Term of this Agreement, other than on a “need to know” basis and then only: (a) for the purposes of providing, enhancing, optimizing, or auditing the Services or to satisfy a legal or contractual requirement; (b) provided that any Representatives, Affiliates, vendors, Subcontractors, and third-parties who receive Confidential Information are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section.
- (c) Recipient shall not use or disclose Confidential Information of the other Party for any purpose other than to carry out its obligations set forth herein.
- (d) Recipient shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish, or disseminate, but not less than a reasonable level of care.
- (e) Upon the Discloser’s written request following expiration or termination of this Agreement for any reason, the Recipient shall promptly return or destroy all Confidential Information in the possession of Recipient or Recipient’s Representatives, Affiliates, vendors, Subcontractors, and third-parties, provided that either Party may retain copies of such files as needed to administer the Benefit Plan(s) or to protect its interests. If it is determined that returning or destroying all Confidential Information of Employer is infeasible Navia shall extend the protections of this Agreement to such Confidential Information.
- (f) The obligations of confidentiality in this Section shall not apply to any information that (i) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (ii) Recipient independently develops without access to Discloser’s Confidential Information; (iii) is or becomes known to the public other than by breach of this Section or (iv) is rightfully received by Recipient from a third party without the obligation of confidentiality. Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.
- (g) A Party’s Confidential Information and any results of processing Confidential Information or derived in any way therefrom shall at all times remain the property of that Party.

5.3 MEDIA RELEASES AND PUBLIC ANNOUNCEMENTS

Employer may not issue any media releases, public announcements and public disclosures, relating to this Agreement or use the name or logo of Navia, including, without limitation, in promotional or marketing material or on a list of vendors, provided that nothing in this paragraph shall restrict any disclosure

required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing Party.

5.4 PROTECTED HEALTH INFORMATION

Protected Health Information (“PHI”), as defined by 45 C.F.R. 160.103, if any, that is used or disclosed by the Parties in accordance with this Agreement, will be governed by the terms and conditions set forth in the Business Associate Agreement between the Parties. Employer agrees that Navia may communicate confidential, PHI or otherwise sensitive information to Employer and hold Navia harmless in the event Employer misroutes or improperly uses or discloses such information where such information was used or disclosed by Navia for purposes of administration of the Benefit Plan(s) or used or disclosed for the purposes of carrying out Navia’s duties and responsibilities under this Agreement.

5.5 INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all rights in and/or title to its respective Intellectual Property Rights. Other than as expressly provided in this Agreement, (a) nothing contained herein shall be construed as granting a Party any license, right, title, or interest in or to any of other Party’s Intellectual Property Rights and (b) neither Party is developing any work product for the other.

5.6 ONLINE SERVICES

- (a) Navia may provide access to a password-protected website maintained by Navia or Navia’s Subcontractor(s) in connection with the Services (the “Website”). Navia may unilaterally make reasonable adjustments and improvements to the Website at any time and without prior notice. Neither Navia nor Navia’s Subcontractor is under any obligation to make any adjustments to the Website that are requested by Employer or any other third party.
- (b) The Website may include information related to Navia’s other services and/or links to other websites to the extent permitted by law. Navia neither grants a license for nor is responsible for any external links to third party websites provided on the Website.
- (c) Employer acknowledges that Employer and the Covered Individuals are solely responsible for maintaining the hardware and/or software necessary to access the Website. Individuals shall be directed to Navia’s online Privacy Policy, Privacy Notice, and Terms and Conditions regarding consent for collection, use, retention, disclosure, and disposal of information.

ARTICLE VI: LIABILITY AND INDEMNIFICATION

6.1 LIMITATION ON LIABILITY

- (a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER UNDER ANY THEORY OF LIABILITY EVEN IF SUCH PARTY ALLEGED TO BE LIABLE HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED, HOWEVER, THAT THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO OR IN ANY WAY LIMIT THE OBLIGATIONS OF THE SECTIONS ENTITLED “INDEMNITY,” AND “CONFIDENTIALITY AND PROPRIETARY INFORMATION”. IF NAVIA IS FOUND LIABLE TO EMPLOYER FOR ANY DIRECT DAMAGES, SUCH DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO ACTUAL DAMAGES OR THE FEES PAID FOR SERVICES GIVING RISE TO THE CLAIM WITHIN THE THIRTY-SIX (36) MONTHS PRECEDING THE CLAIM, WHICHEVER IS LESS.

- (b) Navia is not liable for the acts or omissions of a prior administrator or the acts or omissions of Employer if prior administration was conducted by Employer.
- (c) Navia shall not be liable for any action, conduct, or activity taken by Navia, or any failure to act, at the request of Employer.
- (d) Neither party will be liable for and will be excused from any failure or delay in satisfying its obligations set forth herein if such failure or delay is caused by circumstances beyond its control, including but not limited to any natural disaster (such as earthquakes, hurricanes or floods), emergency conditions (such as war, riot, fire, theft, severe inclement weather, or labor dispute), outages, legal constraint or governmental action or inaction, breakdown or failure of equipment not due directly to the negligence of the Party maintaining the equipment, or the act, omission, negligence or fault of the other party. This section does not excuse Employer from its obligations to pay any of the Fees or to fund the Benefit Plans as provided herein.

Navia neither assumes nor underwrites any liability of Employer under the Benefit Plans, and acts only as provider of the services specifically described herein. Navia shall not be responsible for any over disbursed benefits, including but not limited to over disbursements due to insurance claim adjustments after benefits have been reimbursed. The Services performed shall be ministerial in nature and shall be performed in accordance with the direction, guidance, framework, and interpretation of the Benefit Plan(s) established and communicated by Employer. Navia shall have no discretionary authority or control over the Benefit Plan(s), funds, and Covered Individuals. Specifically, the Employer has the absolute authority with respect to the control, management, investment, or disposition and utilization of all plan assets, if any; and Navia shall neither have nor be deemed to exercise any discretion, control, or authority with respect to the disposition of any plan assets.

6.2 INDEMNITY

- (a) Each Party (“Indemnitor”) shall indemnify, defend, and hold harmless the other Party, its Representatives, successors and permitted assigns (collectively, the “Indemnitee”) from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' Fees and expenses incurred in investigation or defense (“Damages”), to the extent such Damages arise out of or relate to the following:
 - i. Any negligent act or omission or willful misconduct by an Indemnitor, its Representatives or its Subcontractor; or
 - ii. Any material breach in a representation, covenant, or obligation of the Indemnitor contained in this Agreement.
- (b) Indemnitee shall give Indemnitor reasonably prompt notice of, and the Parties shall cooperate in, the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, provided that Indemnitee must approve the terms of any settlement or compromise that may impose any un-indemnified or nonmonetary liability on Indemnitee.

6.3 REMEDIES

The remedies under this Agreement shall be cumulative and are not exclusive. Election of one remedy shall not preclude pursuit of other remedies available under this Agreement or at law or in equity.

6.4 STATUTE OF LIMITATIONS

The Parties agree that no legal action may be brought by a Party ("Plaintiff") against the other more than four (4) years after the date the claim giving rise to such action became known by the Plaintiff or, exercising reasonable diligence should have been known by the Plaintiff.

ARTICLE VII: MISCELLANEOUS

7.1 SECTION HEADINGS

Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

7.2 WAIVER OF RIGHTS

No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.

7.3 INVALID/ILLEGAL/UNENFORCEABLE PROVISIONS

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

7.4 AMENDMENT

Except as otherwise set forth herein, no amendments of any provision of this Agreement shall be valid unless made by an instrument in writing signed by both Parties specifically referencing this Agreement.

7.5 AGREEMENT

- (a) This Agreement, the Schedules, and any Exhibits reflect the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions contemplated hereby.
- (b) This Agreement may be executed by the Parties in one or more counterparts, and each of which when so executed shall be an original but all such counterparts shall constitute one and the same instrument. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction
- (c) Notwithstanding the general rules of construction, both Employer and Navia acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.
- (d) This Agreement shall be governed by the applicable laws of Washington without regard to any of its conflict of law principles and any dispute arising out of this Agreement will be settled in any court of competent jurisdiction in King County, Washington.

7.6 NOTICES

- (a) All legal notices required to be sent by one Party to the other Party under this Agreement shall be given to the Parties in writing to the addresses identified on the Contract Information Page or to

such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows:

- i. By first class, registered or certified United States mail, return receipt requested and postage prepaid,
 - ii. Over-night express courier,
 - iii. By hand delivery to such addresses, or
 - iv. Electronic mail with return receipt.
- (b) Such notices shall be deemed to have been duly given (i) five (5) Business Days after the date of mailing as described above, (ii) one (1) Business Day after being received by an express courier during business hours, or (iii) the same day if by hand delivery or by email

7.7 CONSENT

Wherever this Agreement requires either Party's approval or consent such approval or consent shall not be unreasonably withheld or delayed.

7.8 THIRD PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, including but not limited to Covered Individuals and Eligible Employees, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such other third party, against either of the Parties hereto.

7.9 RESERVED

7.10 INSURANCE

Navia agrees throughout the term of the Agreement to maintain in full force and effect commercial general liability, umbrella liability, error and omissions liability, and professional liability insurance coverage in a reasonable amount, and workers' compensation insurance in the amount required by law, at its own expense. Upon request, Navia shall furnish to Employer a certificate of insurance evidencing the same.

BENEFIT PLAN SERVICE SCHEDULE(S) AND FEES

Employer has established one or more of the following Benefit Plans (the “Plan” or “Plans”) for purposes of providing benefits administration and/or reimbursement of certain eligible expenses incurred by Covered Individuals:

- Cafeteria Plan Document and Forms
- Health and Dependent Care Flexible Spending Arrangements
- Health Reimbursement Arrangements
- Section 132 Transportation and Parking Plan
- Code Section 223 Health Savings Account

In addition, Employer may offer one or more of the following other Plans for purposes of complying with applicable laws or providing additional benefits.

- Wellness Plan
- Federal COBRA Administration
- Direct Billing or Direct Billing Administration

Employer has asked Navia to assist it with its administrative obligations under one or more of the Plans identified above. The specific Plan-related Services are described in each Schedule. Only those Services chosen by Employer pursuant to an Application and for which the applicable Fee is paid as set forth in the Fee section of each Schedule (or, as set forth below with respect to additional requested Services), will be provided by Navia.

ARTICLE I. STANDARD BENEFIT PLAN SERVICES

- 1.1. Employer is solely responsible for the operation and maintenance of the Plans. It is Employer’s sole responsibility and duty to ensure that each Plan complies with the applicable laws and regulations, and Navia’s provision of Services under this Agreement does not relieve Employer of this obligation.
- 1.2. If applicable to the particular Plan, Navia will provide Navia’s standard plan document, summary plan description, and forms to be used by Employer as a template for creating the governing documents for the Plan(s). Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and Employer’s Plans. Consequently, Navia makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Plan(s). Navia is not responsible for making any changes or amending the documents. It is Employer’s responsibility to review the documents and ensure they conform to the facts and circumstances specific to Employer and the Plans, and ensure the documents comply with applicable laws. Employer shall also make such documents available to Covered Individuals as required by law.
- 1.3. Employer will provide to Navia timely, accurate and complete information relating to the Covered Individuals and the Plans as is necessary for Navia to satisfy its obligations hereunder. Employer shall provide information in the format and method approved by Navia (consolidated spec file) In the event such information (i.e. data reports and files) requires manual processing or requires a method not in Navia’s business process, such processing shall be subject to Fees (Noncompliant File Processing Fee) as provided in the applicable Schedule. In the event that the

information is not timely reported or verified, and in the event that there are disbursements made by Navia that would not have been made if the occurrence had been reported on the same day of each such occurrence, then Employer shall be responsible for such disbursements and shall reimburse Navia therefore upon request by Navia. Employer shall be responsible for accurate Participant payroll deductions, reporting of deductions, and W-2 reporting and shall ensure that any terminated employer contacts (human resources, payroll, broker contacts, or other Employer contacts with access to the Website) are immediately reported to Navia on the same day of the occurrence. Employer shall be responsible for any consequences of failing to report such terminations on the same day of the occurrence, including but not limited to the unauthorized disclosure of information to former Employer contacts. Navia is not “a person” who is responsible for administering or providing benefits under the COBRA benefit within the meaning of Internal Revenue Code section 4980B (e)(1)(B). Navia is not responsible for the payment of excise taxes imposed under Internal Revenue Code section 4980B and is not responsible for the preparation or filing of Internal Revenue Service Form 8928. Navia shall provide such information as Employer reasonably requests in order to calculate excise taxes imposed under Internal Revenue Code section 4980B or to prepare IRS Form 8928. With respect to COBRA services, Navia is merely a collection agent for the employer and any amounts collected belong to the Employer. Employer agrees to reimburse Navia for any taxes, or other similar charges, in connection with COBRA administration, assessed against Navia. Employer understands and agrees that Navia may rely on all information provided to it by Covered Individuals and/or Employer in accordance with this Agreement as true and accurate without further verification or investigation by Navia. Navia shall not be responsible and shall be held harmless for the receipt of inaccurate and/or incomplete information or data files. Navia shall not be responsible for any delays in providing services under this Agreement and any financial or adverse consequences due to the receipt of the inaccurate and/or incomplete information or data files or for Employer’s failure to send data files.

- 1.4 If applicable to the Plan(s), Navia will send education and engagement materials in the form of electronic mail campaigns direct to Employees and make enrollment kits (describing the benefit), enrollment forms, online enrollment specification files, and claim forms available on the Website and/or to Employer for distribution to Covered Individuals. Navia is only obligated to process claims submitted to Navia in accordance with the instructions set forth on Navia’s claim forms. Navia will process claims in accordance with applicable law, its standard operating procedures, and the terms of the Plan to the extent that such terms are provided to Navia and are consistent with Navia’s standard operating procedures. Navia may also provide claims submission capabilities via online and through a smart phone application for certain Plans. If Navia denies a request for reimbursement, Navia will review the 1st level appeal. If the Plan provides for 2 levels of appeal Employer will be responsible for the final determination. Employer shall be the fiduciary and Plan Administrator of the Benefits Plans and shall be responsible for interpreting the Plans, its provisions, terms and conditions and make any and all determinations as to eligibility, appeal, and change in status events, as applicable.
- 1.5 In the event that a Covered Employee is reimbursed less than is otherwise required by the Plans, Navia will promptly adjust the underpayment to the extent that Employer has satisfied its funding obligations as set forth herein. If it is discovered that a Covered Employee was overpaid, or the Covered Employee fails to substantiate an Electronic Payment Card Transaction as required by applicable rules and regulations, Navia will make reasonable attempts to request repayment of overpaid or unsubstantiated Electronic Payment Card claims or offset the ineligible payment against any claims for future eligible expenses in accordance with applicable rules and regulations. If the Covered Employee fails to repay or offset, Navia will notify Employer upon Employer’s written request for such report or data. Employer is responsible for taking any

additional action permitted or required by law (e.g., including such amounts in income or garnishing wages consistent with applicable laws). Navia shall have no obligation to request repayment or offset to the extent such overpayment is a result of Employer's acts or omissions, such payments were authorized by Employer or Employer has failed to satisfy its funding obligations.

- 1.6 The specific funding requirements are set forth in each Schedule. Generally, Employer shall make sufficient employer funds from its general assets available to pay benefits under the Plan(s). These employer funds shall not be deemed employee salary reductions or plan assets. Employer shall grant Navia withdrawal authority over the account sufficient to enable it to pay benefits. If at any time the amount of benefits payable under the Plan exceeds the amount received Employer shall transfer an amount necessary to fulfill its funding obligations under the applicable Plan(s). Navia will deposit these Employer funds into a separate account to facilitate the payment of claims. Any interest generated by Employer funds deposited into a separate account shall belong to Navia as reasonable compensation under this Agreement. Navia may use such compensation for any legal purpose including, but not limited to, to offset any fees of the financial institution with respect to such account. To the extent that such interest (after deducting applicable fees) is not in excess of The US Prime Rate plus 2-percent, Navia shall be entitled to retain such interest. Navia will deliver interest in excess of these permissible amounts to the Employer and the Employer agrees that it will use such amounts in accordance with applicable laws, including but not limited to ERISA when applicable.

Navia may suspend processing all benefit payments, electronic payment cards, and any other reimbursements, and distributions in the event Employer fails make sufficient funds available to pay benefits under the Plan(s) and/or fails to fund the Plan(s) according to the relevant Schedule. Navia shall not be responsible or liable for the funding of claims for benefits under any Plan. If at any time Navia has paid out more in benefits than received in funding (based upon either individual Covered Employee accounts or the Plan(s) aggregate balance) Employer shall deliver to Navia an amount equal to that deficit upon Navia's written request. If such funding is not received within two (2) days Navia may suspend all Services including but not limited to suspension of Electronic Payment Cards and benefit reimbursements.

- 1.7 If relevant to the Plan(s), Navia shall provide on-site enrollment meetings and attendance at benefits fairs, as reasonably requested by Employer, for the Fee and costs set forth in the Schedule.
- 1.8 Navia shall provide customer support weekdays, 5 a.m. to 5 p.m. Pacific Time, excluding holidays.
- 1.9 Navia will conduct Nondiscrimination Testing ("NDT") required under the Code for the attached Schedules. Navia will provide Employer with a Request for Information ("RFI") form requesting the data necessary to complete the NDT or provide an online version of the RFI. Within a reasonable amount of time after receipt of the requested information, Navia will provide test results, which will be based solely on the information provided by Employer and/or information maintained by Navia in accordance with the Schedule. Such test results are not intended as legal or tax advice and shall not be relied upon as legal or tax advice. Navia is under no obligation to advise Employer regarding specific corrective measures beyond providing the test results.
- 1.10 Employer may review reports summarizing the Plan via the Website. Employer is responsible for reviewing the reports submitted by Navia and notifying Navia of any errors of which it is aware within a reasonable period of time after reviewing them.

ARTICLE II. ELECTRONIC PAYMENT CARD SERVICES

- 2.1. If applicable to the Plan(s) selected in the attached Schedule(s), at Employer's request and payment of all applicable Fees, the Card Services Provider may make an Electronic Payment Card available to Covered Individuals through which eligible expenses may be paid in accordance with the following terms:
- 2.2. Covered Employees or Employer shall provide to Navia a valid email address for each Covered Employee requesting an Electronic Payment Card.
 - 2.2.1. The Card Services Provider will issue an Electronic Payment Card to each Card Recipient within thirty (30) days of Navia's receipt of the Covered Employee's enrollment data or the Covered Employee's online, electronic mail or form request. Employer understands and acknowledges that the Card Services Provider issues Electronic Payment Cards based solely on the information provided by Employer. Navia and the Card Services Provider have no obligation to verify or confirm that Card Recipients are Covered Individuals.
 - 2.2.2. Card Recipients must agree to use the Electronic Payment Card in accordance with the terms of the Cardholder Agreement that accompanies the Electronic Payment Card. The Electronic Payment Card will be deactivated if the Covered Individual fails to use the Electronic Payment Card in accordance with the Cardholder Agreement or as otherwise required by applicable law.
 - 2.2.3. The Electronic Payment Card may be used by Card Recipients to pay for eligible expenses (as defined by applicable law and the applicable Plan to the extent consistent with Navia's standard operating procedures) in accordance with the applicable rules and regulations.
 - 2.2.4. Navia will require substantiation of expenses paid with the Electronic Payment Card in accordance with the requirements set forth in the Code and/or other applicable guidance. The Electronic Payment Card will be deactivated if the Card Recipient fails to provide the requested substantiation in a timely manner as determined by Navia in accordance with Federal guidelines.
 - 2.2.5. All Cards will be deactivated on the date this Agreement is terminated, the date that Employer fails to satisfy its funding obligations as set forth herein, the date Employer files for bankruptcy and/or as necessary to prevent fraud or abuse (as determined by Navia).

CAFETERIA PLAN SERVICE SCHEDULE

Employer has established a Code Section 125 Plan to allow eligible employees to pay for their share of certain Benefit Plan coverage with pre-tax salary reductions (including but not limited to Employer contributions).

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

ARTICLE I. STANDARD SERVICES

1. Navia will provide a sample Code Section 125 plan document, summary plan description, and forms for review by Employer and Employer's legal counsel. Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and the Benefit Plans. Consequently, Navia makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Benefit Plans. Navia is not responsible for making changes or amending the documents.

2. All Benefit Plan elections and changes to elections will be processed as instructed by Employer and in accordance with the terms of the sample plan document referenced in 1.1 above and applicable law. Employer will provide Eligible Employees with election and change of election forms provided by Navia. If necessary, for Navia to administer the other Services provided under this Agreement, Employer will collect and submit the completed election forms and/or change of election forms to Navia as soon as possible after receipt of such forms but no later than the effective date of such elections or change of elections. Employer is responsible for determining who is eligible for the Benefit Plan and who has satisfied the requirements to become a Covered Individual in the Benefit Plan. In addition, Employer is ultimately responsible for determining whether a requested change in election is permitted.

**HEALTH FLEXIBLE SPENDING ARRANGEMENT (“HEALTH FSA”) AND DEPENDENT
CARE FLEXIBLE SPENDING ARRANGEMENT (“DAY CARE FSA”) SCHEDULE
BENEFIT PLAN SERVICE SCHEDULE(S) AND FEES**

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement. As part of the Services, Employer has asked Navia to assist it with Flexible Spending Arrangement (“FSA”) administration as more particularly described in this Schedule below.

1. RESPONSIBILITIES OF NAVIA

1.1. IMPLEMENTATION

Navia shall implement the Plan subject to the Plan Application and the direction and approval of Employer.

1.2. PLAN PROCESSING AND ADMINISTRATION Navia shall:

1.2.1. Provide claim reimbursements by check or direct deposit. Such claim reimbursements will be issued within two (2) Business Days after the later of: (1) the scheduled processing date; (2) the date Employer reconciles the Eligibility and Payroll Deduction Report (“EDR”) or submits an approved payroll report; or (3) the receipt of funds as required in the funding section.

1.2.2. Provide notification of online availability of the EDR, Disbursement, and Year-to-Date report.

1.2.3. Provide annual year-end report within ninety (90) days after the claims Run-Out Period has expired.

1.2.4. Perform claims adjudication, including verification of date, service, and cost of service.

1.3. PLAN DESIGN OPTIONS

1.3.1. If Employer provides for the Grace Period under IRS Notice 2005-42 (the “Grace Period”) Navia shall process claims against the prior Plan Year for services incurred through the 15th day of the third month following the end of the Plan Year. If applicable, apply any residual balance of Grace Period claims against the current Plan Year benefit.

1.3.2. If Employer provides for Carryover Administration under IRS Notice 2013-71 (the “Carryover”) Navia shall:

1.3.2.1. Carry over the lesser of the balance in the Health FSA as of the Carryover Date or the maximum carryover amount set by the Plan, from the previous year into the immediately following Health FSA Plan Year. The “Carryover Date” shall mean the date on or about the 25th day after the last day of the Plan Year. The “Balance” shall

mean Health FSA Plan Year election less disbursements of the Health FSA.

- 1.3.2.2. Reduce the prior year Health FSA election according to the amount of the Carryover.
- 1.3.2.3. Establish a Health FSA election for Covered Employees with Carryover amounts that failed to enroll in the Health FSA in the immediately following Health FSA Plan Year. Monthly participant Fees shall apply as of the Carryover Date.
- 1.3.2.4. Adjudicate and process claims against the carryover amount after the Carryover Date. Upon request, Navia shall apply claims incurred in the immediately following year against unused amounts in the prior year before the Carryover Date. Such adjustments shall be subject to a Fee of \$65.00 per adjustment.

2. RESPONSIBILITIES OF EMPLOYER

2.1. IMPLEMENTATION

Employer shall timely provide the Plan Application and any other information reasonably necessary for Navia to satisfy its obligations hereunder.

2.2. REPORTING

Employer shall submit an approved payroll file or reconcile the EDR against payroll deductions for each processing date through the Website. If Employer cannot or does not perform this responsibility, Navia may charge \$65.00 per reconciled report. If Employer fails to provide the approved payroll file or reconcile the EDR for more than forty-five (45) days from the pay date deduction Navia may suspend claim processing.

2.3. FUNDING

For the initial term, Navia shall invoice Employer within sixty (60) days after the commencement of the Plan Year an Employer deposit equal to five percent (5%) of the projected annual elections for the Plan (the "Deposit") or \$1,000 whichever is greater. Employer shall pay the Deposit within thirty (30) days of receipt of the invoice. In the event the direct debit authorization is not received, or the direct debit fails the Deposit shall be adjusted from 5% to 10%. At the beginning of each subsequent Plan Year Navia reserves the right to recalculate the Deposit for that Plan Year to be paid by Employer within 30 days after the commencement of such Plan Year. Said sum, or the portion thereof not utilized, shall then be reimbursed to Employer one-hundred and eighty days (180) after the end of the final Plan Year. Employers using disbursement funding shall authorize Navia to direct debit for Employer dollars equal to Covered Individual claim reimbursements. Navia shall direct debit Employer's checking or savings account within two (2) Business Days of Employer's receipt of the Disbursement Report. In the event funding is not received within ten (10) days of the scheduled reimbursement date Navia may suspend claim processing.

3. FEES

3.1. Monthly Processing and Administration Fees:

\$6.33 per month per FSA Covered Employee (\$100/month minimum)

- 3.2. California Assembly Bill No. 1554 Notice (only provided upon Employer's written request): \$3.50 per paper notice mailed.
- 3.3. Enrollment form processing: \$4.00 per enrollment form received and processed.
- 3.4. Summary Plan Description Fee: \$3.50 per Summary Plan description printed and mailed to Employer or Covered Employees. Provided only upon Employer request.
- 3.5. Electronic Funds Transfer: \$10.00 per returned item, from attempted deposit in Covered Employee account.
- 3.6. Electronic Funds Transfer: \$10.00 per failed direct debit from Employer account.
- 3.7. Enrollment Meetings and Benefit Fairs: For on-site enrollment meetings and attendance at benefit fairs by Navia:
 - 3.7.1. Employer shall pay to Navia \$75.00 per hour, or \$300.00 per eight-hour day, whichever is less;
 - 3.7.2. Air travel and lodging expenses shall be charged to Employer at Navia's cost;
 - 3.7.3. Automobile mileage is charged at \$.36/mile, plus \$37.50/hour driving travel time.
 - 3.7.4. Air travel time is charged as a full day cost, of \$300.00 per day.
- 3.8. Plan Document Amendment and Restatement Fee: In the event that Employer wishes to make changes to the Plan, Employer shall pay to Navia the following Fees:
 - 3.8.1. \$150 per amendment provided by Navia.
 - 3.8.2. \$300 per Restatement requested.
- 3.9. Ad Hoc Reporting: \$75 per hour for manual reports not part of the Navia reporting suite.
- 3.10. Noncompliant File Processing Fee: \$150 per month

EXHIBIT A BUSINESS ASSOCIATE AGREEMENT

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls. This Exhibit is intended to comply with the Business Associate Agreement provisions set forth in 45 CFR §§ 164.314 and 164.504(e), and any other applicable provisions of 45 CFR parts 160 and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ('ARRA'), (collectively "HIPAA").

Navia recognizes that in the performance of Services under the Agreement it may have access to, create, and/or receive from the Benefit Plan(s) or on its behalf Protected Health Information ("PHI"). For purposes herein, PHI shall have the meaning given to such term in 45 CFR § 164.103, limited to the information created or received from the Benefit Plan(s) or on its behalf by Navia. Whenever used in this Exhibit A other capitalized terms shall have the respective meaning set forth below or in the Agreement, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Exhibit A but not defined herein or in the Agreement, shall have the same meaning as those terms are defined under HIPAA. This Exhibit shall be automatically amended to incorporate changes by Congressional act or by regulations of the Secretary that affect Business Associate or Covered Entity's obligations under this Exhibit.

1. Definitions.

- 1.1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR 164.402.
- 1.2. Business Associate. "Business Associate" shall mean Navia Benefit Solutions, Inc. ("Navia").
- 1.3. Covered Entity. "Covered Entity" shall mean the Benefit Plan(s).
- 1.4. Electronic Protected Health Information. "Electronic Protected Health Information" ("ePHI") shall have the same meaning as the term "electronic Protected Health Information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- 1.5. HHS. "HHS" shall mean the Department of Health and Human Services.
- 1.6. HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.
- 1.7. HITECH. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act.
- 1.8. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.9. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 1.10. Protected Health Information. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- 1.11. Required by Law. "Required by Law" shall have the same meaning as the term "Required by Law" in 45 CFR 164.103.

- 1.12. Secretary. “Secretary” shall mean the U.S. Secretary of the Department of Health and Human Services or his or her designee.
- 1.13. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR 164.304.
- 1.14. Security Rule. “Security Rule” shall mean the Security Standards and Implementation Specifications at 45 CFR Part 160 and Part 164, subparts A and C.
- 1.15. Standards for Electronic Transactions Rule. “Standards for Electronic Transactions Rule” means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, 45 CFR Part 160 and Part 162.
- 1.16. Subcontractor. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 CFR 160.103.
- 1.17. Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning given the term “unsecured protected health information” in 45 CFR 164.402.

2. Obligations and Activities of Business Associate

- 2.1. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- 2.2. Business Associate agrees to take reasonable efforts to limit its use and disclosure of, and requests for, PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. The foregoing minimum necessary standard does not apply to: 1) disclosures or requests by a health care provider for treatment purposes; (2) disclosures to the Individual who is the subject of the information; (3) uses or disclosures made pursuant to an Individual’s authorization; (4) uses or disclosures required for compliance with HIPAA; (5) disclosures to HHS when disclosure of information is required under the Privacy Rule for enforcement purposes; (6) uses or disclosures that are required by other law.
- 2.3. Business Associate agrees to develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI and comply with applicable requirements under the Security Rule.
- 2.4. Business Associate shall notify Covered Entity of any Breach of Unsecured PHI of which it becomes aware. Such notice shall include, to the extent possible, the information listed in Section 2.6. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the individual committing the Breach, who is an employee, officer, or other agent of Business Associate.
- 2.5. Notice shall be made without unreasonable delay and in no case later than sixty (60) calendar days after the discovery of a Breach by Business Associate.
- 2.6. Notice of a Breach shall include, to the extent possible the following:
 - 2.6.1. Identification of each individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed as a result of the breach.
 - 2.6.2. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.
 - 2.6.3. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, or account number).
 - 2.6.4. The steps Individuals should take to protect themselves from potential harm resulting from the Breach.

- 2.6.5. A brief description of any action taken to investigate the Breach, mitigate losses, and to protect against any further Breaches.
- 2.6.6. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- 2.7. If a law enforcement official determines that a notification or notice would impede a criminal investigation or cause damage to national security, such notification, notice or posting shall be delayed in accordance with 45 CFR 164.412.
 Upon Covered Entity's request, Business Associate will provide notice of Breach to the Individual(s) affected and such notice shall include, to the extent possible, the information listed in 2.6., unless, upon occurrence of a Breach, Covered Entity requests to disseminate or Business Associate and Covered Entity agree that Covered Entity will disseminate the notice(s). Any notice provided by Covered Entity to the Individual(s) shall comply with the content requirements listed in section 2.6., as well as any requirements provided under HIPAA, HITECH, and other applicable government guidance. Any notice required to be provided to HHS will be provided by Covered Entity. Business Associate agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Exhibit and/or any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given. For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by the Employer by any means Business Associate selects, including through e-mail. Business Associate's obligation to report under this Section is not and will not be construed as an acknowledgement by Business Associate of any fault or liability with respect to any Use, Disclosure, or Security Incident.
- 2.8. Business Associate shall require each of its subcontractors, agents, or brokers, that creates, receives, maintains, or transmits PHI on behalf of Covered Entity to enter into a written agreement with Business Associate that provides satisfactory assurances that the subcontractor will appropriately safeguard that information, including without limitation the subcontractor's agreement to be bound by the same restrictions and conditions that apply to Business Associate with respect to such information.
- 2.9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI available to the Secretary, within ten (10) Business Days after receipt of written request or otherwise as designated by the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule
- 2.10. Business Associate agrees to document disclosures of PHI and information related to such disclosures as required for Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate will not be obligated to record disclosures of PHI or otherwise account for disclosures of PHI if neither Covered Entity nor Business Associate is required to account for such disclosures pursuant to the Privacy Rule.
- 2.11. Business Associate agrees to provide to Covered Entity or, upon Covered Entity's request, to an Individual, within ten (10) Business Days after receipt of written request, information collected in accordance with Section 2.10 of this Exhibit, in order

- to permit Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- 2.12. Business Associate agrees to provide access, at the request of Covered Entity and within ten (10) Business Days after receipt of written request, to PHI in the custody and control of Business Associate in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. If PHI is maintained in a Designated Record Set electronically, and an electronic copy of such PHI is requested, Business Associate will provide an electronic copy in the form and format requested if it is readily producible in such form and format. If it is not readily producible in such format, Business Associate will work with the Covered Entity or, at the Covered Entity's request, the individual to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR 164.524.
 - 2.13. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set in the custody or control of Business Associate within ten (10) Business Days after receiving written request from the Covered Entity or, upon Covered Entity's request, as requested in writing by an Individual pursuant to 45 CFR 164.526.
 - 2.14. In the event that Business Associate transmits or receives any Covered Electronic Transaction on behalf of the Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any subcontractors or agents that assist Business Associate in conducting Covered Electronic Transactions on behalf of the Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.
 - 2.15. Business Associate shall not directly or indirectly receive payment in exchange for any PHI of an Individual unless Covered Entity or Business Associate received a valid authorization from the Individual, in accordance with 45 CFR 164.508, unless permitted under the HIPAA rules.
 - 2.16. Business Associate shall not use PHI for marketing purposes without a valid authorization from the affected Individuals, unless such communication is permitted under the HIPAA rules
 - 2.17. Business Associate shall not use or disclose genetic information for underwriting purposes in violation of the HIPAA rules.
3. **Permitted Uses and Disclosures by Business Associate**
 - 3.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity related to the Administrative Services Agreement between Business Associate and Covered Entity.
 - 3.2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that such disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instance of which it is aware in which the confidentiality of the information has been Breached.
 - 3.3. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

- 3.4. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- 3.5. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 164.502(j)(1).
- 3.6. Except as expressly permitted by this Agreement, Business Associate shall not use or disclose PHI in any manner that would violate the requirements of the Privacy Rule if done by Covered Entity.

4. Obligations of Covered Entity and Employer

- 4.1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 4.4. Employer acknowledges and agrees that Business Associate may disclose PHI in its possession to Employer's workforce as necessary to administer the Plan(s). Employer shall timely notify Business Associate in writing of any terminations or changes of such employees. Employer shall indemnify and hold harmless Business Associate and its employees for any and all liability Business Associate may incur as a result of any improper use or disclosure of PHI by or caused the Plan, Employer, or Employer's Workforce.

5. Permissible Requests by Covered Entity

- 5.1. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except for uses or disclosures for the purposes of data aggregation, management, and administrative activities of Business Associate.

6. Miscellaneous

- 6.1. It is agreed that due to the manner in which PHI is retained and the retention requirements of the Internal Revenue Service, returning or destroying all of the PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, is infeasible. Therefore, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

EXHIBIT B EMPLOYER CERTIFICATION

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls.

Employer sponsors a Benefit Plan or Benefit Plans where certain members of Employer's workforce perform services in connection with administration of the Benefit Plan(s). Employer acknowledges and agrees that the Standards for Privacy of Individually Identified Health Information (45 CFR Part 164, the "Privacy Standards"), prohibit the Benefit Plan(s) or its Business Associates from disclosing Protected Health Information (as defined in Section 164.501 of the Privacy Standards) to members of Employer's workforce unless Employer agrees to the conditions and restrictions set out below. To induce the Benefit Plan(s) to disclose Protected Health Information to members of Employer's workforce as necessary for them to perform administrative functions for the Benefit Plan(s), Employer hereby accepts these conditions and restrictions and certifies that the Benefit Plan(s) documents have been amended to reflect these conditions and restrictions. Employer agrees to:

1. Not use or further disclose the information other than as permitted or required by the Plan Document or as required by law;
2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Benefit Plan(s), agrees to the same restrictions and conditions that apply to Employer with respect to such information;
3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee Benefit Plan of Employer;
4. Report to the Benefit Plan(s) any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by the Benefit Plan(s) or required by law;
5. Make available Protected Health Information to individuals in accordance with Section 164.524 of the Privacy Standards;
6. Make available Protected Health Information for amendment by Covered Individuals and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
7. Make available the Protected Health Information required to provide an accounting of disclosures to Covered Individuals in accordance with Section 164.528 of the Privacy Standards;
8. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Benefit Plan(s) available to the Department of Health and Human Services for purposes of determining compliance by the Benefit Plan(s) with the Privacy Standards;
9. If feasible, return or destroy all Protected Health Information received from the Benefit Plan(s) that Employer still maintains in any form, and retain no copies of such Information when no longer needed for the purpose for which disclosure was made, except that, if such return or

destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

10. Ensure the adequate separation between the Benefit Plan(s) and members of Employer's workforce, as required by law.

6.6
ARBORIST AND TREE RISK ASSESSMENT
SERVICES

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**EXTENSION OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
MONARCH ENVIRONMENTAL SERVICES
FOR ARBORIST AND TREE RISK ASSESSMENT SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on December 16, 2020, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Monarch Environmental Services ("CONSULTANT"), is made and entered into this _____ by and among the CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between December 16, 2020 and 11:59 p.m. on June 30, 2022; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT.

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, 2022 and ending at 11:59 p.m. on July 31, 2022 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 _____
Christopher Macon, City Manager

CONSULTANT:

By _____
Matt Davenport, President

APPROVED AS TO FORM:

Alisha Patterson, City Attorney

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6.7
CITY ENGINEERING AND TRAFFIC
OPERATIONS SERVICES

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**EXTENSION OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
CIVILSOURCE, INC.
FOR CITY ENGINEERING AND TRAFFIC OPERATIONS SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on June 17, 2015, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and CivilSource, Inc. ("CONSULTANT"), is made and entered into this _____ 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, 2017; and

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

WHEREAS, the term of the AGREEMENT was previously extended for periods through 11:59 p.m. on June 30, 2022; and

WHEREAS, CITY has requested that CONSULTANT continue to provide services for an additional six-month period.

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, 2022 and ending at 11:59 p.m. on December 31, 2022 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 _____
Christopher Macon, City Manager

CONSULTANT:

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

APPROVED AS TO FORM:

Alisha Patterson, City Attorney

6.8

**CITY HALL/PUBLIC LIBRARY PROJECT
ARCHITECTURAL SERVICES**

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**EXTENSION AND AMENDMENT OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
OBRARCHITECTURE, INC.
FOR CITY HALL/PUBLIC LIBRARY PROJECT ARCHITECTURAL SERVICES**

This EXTENSION AND AMENDMENT of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on November 20, 2019, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and obrARCHITECTURE, Inc. ("CONSULTANT"), is made and entered into this _____ by and among CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between November 20, 2019 and 11:59 p.m. on June 30, 2022; and

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

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, 2022 and ending at 11:59 p.m. on October 31, 2022 with no changes to the terms and conditions of the AGREEMENT except as specified herein.

2. CITY and CONSULTANT hereby agree to an AMENDMENT of the AGREEMENT consisting of an increase in compensation of \$8,000 for work to be completed during the extended period specified in paragraph 1 above.

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

CONSULTANT:

By _____
Anney Rosenthal-Hall, Principal

APPROVED AS TO FORM:

Alisha Patterson, City Attorney

6.9
AS NEEDED FINANCIAL CONSULTING
SERVICES

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

This EXTENSION AND AMENDMENT 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 _____ 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, 2022.

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, 2022 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.

2. CITY and CONSULTANT hereby agree to an AMENDMENT of the AGREEMENT consisting of an increase in compensation from the rate of Ninety-Five Dollars (\$95.00) hourly to One Hundred Dollars (\$100.00) hourly, effective July 1, 2022.

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

CONSULTANT:

By _____
Irwin B. Bornstein

APPROVED AS TO FORM:

Alisha Patterson, City Attorney

6.10 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 _____ 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, 2022.

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, 2022 and ending at 11:59 p.m. on June 30, 2023 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 _____
Christopher Macon, City Manager

CONSULTANT:

By _____
John McDermott, Owner

APPROVED AS TO FORM:

Alisha Patterson, City Attorney

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6.11
AS NEEDED WASTE MANAGEMENT
CONSULTING SERVICES

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

This EXTENSION AND AMENDMENT 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 _____ 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, 2022.

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, 2022 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.

2. CITY and CONSULTANT hereby agree to an AMENDMENT of the AGREEMENT consisting of an increase in compensation from the rate of Eighty-Five Dollars (\$85.00) hourly to One Hundred and Twenty-Five Dollars (\$125.00) hourly, effective July 1, 2022.

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

CONSULTANT:

By _____
Michael Balliet

APPROVED AS TO FORM:

Alisha Patterson, City Attorney

6.12
SENIOR MOBILITY PROGRAM
(NO REPORT)

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6.13

**AMERICANS WITH DISABILITIES ACT (ADA)
PEDESTRIAN ACCESSIBILITY IMPROVEMENT
PROJECT: PHASE 5
(NO REPORT)**

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6.14

LAGUNA WOODS CIVIC SUPPORT FUND
(NO REPORT)

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8.1 PAVEMENT MANAGEMENT PLAN

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: June 15, 2022 Regular Meeting

SUBJECT: Fiscal Years 2022-32 Pavement Management Plan

Recommendation

Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM

Background

The City maintains approximately 2,106,948 square feet of pavement on public streets in Laguna Woods (El Toro Road, Moulton Parkway, Ridge Route Drive, and Santa Maria Avenue).

Cities are required to adopt and update a pavement management plan at least every two years in order to remain eligible to receive Measure M2 (OC Go) funds. The format and process required to be used in the preparation of pavement management plans is established by the Orange County Transportation Authority ("OCTA").

The City Council last adopted a pavement management plan on June 17, 2020.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input,

on the proposed Fiscal Years 2022-32 Pavement Management Plan (Attachment A). Staff recommends that the City Council adopt the proposed Fiscal Years 2022-32 Pavement Management Plan to comply with Measure M2 (OC Go) requirements and assist with the strategic development of capital improvement projects.

The proposed Pavement Management Plan was prepared by Bucknam Infrastructure Group, Inc. Bucknam Infrastructure Group provides or has provided similar services for the cities of Brea, Costa Mesa, Fountain Valley, Fullerton, Huntington Beach, La Habra, La Palma, Laguna Beach, Laguna Hills, Orange, Rancho Santa Margarita, San Juan Capistrano, Santa Ana, Seal Beach, Tustin, and Westminster. In 2021, Bucknam Infrastructure Group was also selected to perform a 10-year, countywide analysis of pavement management plans for OCTA.

Following field inspections conducted in November 2021, the City's pavement was found to be in "very good" condition, overall, with an average Pavement Condition Index ("PCI") of 86.60 of 100, which is slightly higher than the previous PCI measurement of 86.17 of 100 in February 2020.

While not required by the Orange County Transportation Authority, the proposed Pavement Management Plan addresses a 10-fiscal-year, instead of seven-fiscal-year, period. That planning horizon assists with budgeting and long-range planning.

The proposed Pavement Management Plan would maintain the City's streets in "good" condition or above for each of the 10 fiscal years analyzed. Please note that each year's estimated PCI is based on greater projections and assumptions than the year prior. On a biennial basis, actual conditions are assessed via field inspection. Accordingly, the average PCIs that are most relevant are those for the entire street network over the current and next two fiscal years. Those average PCIs show "very good" and "good" conditions ranging from 87.6 to 86.6 of 100.

The following tables summarize changes in the proposed Pavement Management Plan that could affect the current and next two-year budgets:

Fiscal Year	Current Project	Proposed Project
<i>Current Two-Year Budget</i>		
2022-23	Southbound Moulton Parkway between Calle Cortez and South City Limit. Budget: \$309,800	Northbound Moulton Parkway between Calle Cortez and Via Campo Verde. Budget: \$334,243
Net Fiscal Impact:		Anticipated Increase of \$24,443

Fiscal Year	Current Project	Proposed Project
<i>Next Two-Year Budget</i>		
2023-24	Northbound Moulton Parkway between Calle Cortez and South City Limit. Budget: \$309,800	Westbound El Toro Road between Canyon Wren and Tanager. Budget: \$325,821
Net Fiscal Impact:		Anticipated Increase of \$16,021
Fiscal Year	Current Project	Proposed Project
2024-25	Northbound Moulton Parkway between Calle Cortez and Via Campo Verde. Budget: \$270,600	Westbound El Toro Road between Tanager and Calle Corta. Budget: \$195,795
Net Fiscal Impact:		Anticipated Savings of \$74,805

Net Fiscal Impact (Over Three Fiscal Years): Anticipated Savings of \$34,341

Fiscal Impact

Pavement management plans are planning documents and do not directly result in actual or committed expenditures. Funding for projects recommended in pavement management plans is considered as part of the budget development process.

At present, all funding for pavement management plan projects is drawn from the Road Maintenance & Rehabilitation Program Fund, which contains revenue raised through the Road Repair and Accountability Act of 2017 (“Senate Bill 1”). Even with the budget changes recommended in the proposed Pavement Management Plan, staff anticipates that the Road Maintenance & Rehabilitation Program Fund would have sufficient monies to fund all contemplated projects.

Item 8.2 includes a recommended budget adjustment to increase Fiscal Year 2022-23 appropriations for the Road Maintenance & Rehabilitation Program Fund by \$24,443 to fund the proposed Fiscal Year 2022-23 project.

The City has been awarded \$200,000 in one-time, federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funding through the Orange County Transportation Authority’s 2021 Pavement Management Relief Funding Program, which staff anticipates recommending be used to support the proposed Fiscal Year 2023-24 project.

Attachment: A – Proposed Resolution
Exhibit A – Proposed Pavement Management Plan

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RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM

WHEREAS, the City is required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (“OCTA”) in order to remain eligible to receive Measure M2 funds; and

WHEREAS, the City is required to adopt and update a Pavement Management Plan, using the required format, regarding the status of road pavement conditions and implementation of the Pavement Management Plan on a biennial basis; and

WHEREAS, the City is required to provide a Pavement Management Plan that manages the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved roads; and

WHEREAS, the Pavement Management Plan must be updated and adopted by June 30, 2022 for the City to remain eligible to receive Measure M2 funds; and

WHEREAS, the Pavement Management Plan has been updated as required by the OCTA, and staff recommends that the City Council adopt the same to comply with Measure M2 requirements and assist with the strategic development of capital improvement projects.

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

SECTION 1. The City Council does hereby inform the OCTA that:

- a) The Pavement Management Plan is in conformance with the Pavement Management Plan Submittal Template provided in the Countywide Pavement Management Plan Guidelines.
- b) The City hereby adopts a Pavement Management Plan and will provide an

updated Pavement Management Plan report, using the required format, to the OCTA by June 30, 2022. The updated Pavement Management Plan is attached hereto as Exhibit A.

- c) The City Engineer or their designee is authorized to sign the Pavement Management Plan certification form.

SECTION 2. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

FINAL REPORT

***UPDATED CITYWIDE
PAVEMENT MANAGEMENT PLAN***

***OC Go
2022***



Submitted to:

***City of Laguna Woods, CA
June 6, 2022***



2022 Citywide Pavement Management Plan – OCTA Submittal
Final Report – June 6, 2022

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CITY OF LAGUNA WOODS PAVEMENT MANAGEMENT PLAN

- part of -

**COUNTYWIDE PAVEMENT MANAGEMENT PLAN GUIDELINES
(OCTA Guideline – April 2020)**

Prepared by: Bucknam Infrastructure Group, Inc.



2022 Citywide Pavement Management Plan – OCTA Submittal
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I. Pavement Management Plan Certification

The City of Laguna Woods, CA certifies that it has a Pavement Management Plan in conformance with the criteria stated in the Orange County Transportation Authority Ordinance No. 3. This ordinance requires that a Pavement Management Plan be in place and maintained to qualify for allocation of revenues generated from renewed Measure M (M2).

The plan was developed by Bucknam Infrastructure Group, Inc. using MicroPAVER, a pavement management system conforming to American Society for Testing and Materials (ASTM) Standard D6433-20, and contains, at a minimum, the following elements:

- Inventory of MPAH routes reviewed and updated biennially. The last update of the inventory was completed on November, 2021 for the Arterial (MPAH);
- Assessment of the pavement condition for all routes in the system, updated biennially. The last field review of the pavement condition was completed in November, 2021;
- Percentage of all section of pavement needing:
 - Preventive Maintenance = 23.2%;
 - Rehabilitation = 9.5%;
 - Reconstruction = 0.0%
- Budget needs for preventive maintenance, rehabilitation and/or reconstruction of deficient sections of pavement for:
 - Current biennial period \$756,100;
 - Following biennial period \$630,900
- Funds budgeted or available for Preventive Maintenance, Rehabilitation and/or Reconstruction.
 - Current biennial period \$619,600;
 - Following biennial period \$514,800
- Backlog by year of unfunded rehabilitation, restoration and reconstruction needs (See page 9);
- The Pavement Management Plan is consistent with countywide pavement condition assessment standards as described in the OCTA Countywide Pavement Management Plan Guidelines adopted by the OCTA Board of Directors.

*An electronic copy of the Pavement Management Plan (with MicroPAVER or StreetSaver compatible files) has been or will be submitted with the certification statement. A copy of this certification is being provided to the Orange County Transportation Authority.

Submitted by:

 Mr. Akram Hindiyyeh
 Name (Print)

 City of Laguna Woods
 Jurisdiction

 Signed

 Date

 City Engineer
 Title



**2022 Citywide Pavement Management Plan – OCTA Submittal
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II. EXECUTIVE SUMMARY**2022 UPDATE OF PAVEMENT MANAGEMENT PLAN (PMP)**

As the City of Laguna Woods' infrastructure continues to mature, arterial street overlay rehabilitation and proactive preventative maintenance are key projects. With the City mostly built-out, wear and tear on the infrastructure will occur at an ever-increasing rate. Pavement aging through annual weathering, dynamic and static vehicle loading, and increased usage, compounded with the increased cost of performing maintenance and rehabilitation, add to the yearly operational budget of the pavement network. System sustainability can only be achieved through proactive scheduling and the implementation of cost-efficient pavement applications.

In the upcoming years as the City continues to build upon this study through future inspections and maintenance work history, Laguna Woods pavement data will continue to provide reliable data. This will enhance the PMP through detailed Orange County Transportation Authority (OCTA) OC Go funding analysis, City specific budgetary reporting and level of service reporting.

This PMP has been developed to assist the City by providing current data on the City's street network and to develop cost-effective maintenance strategies to maintain a desirable level of pavement performance on a network scale, while optimizing the expenditure of limited fiscal resources. The work undertaken to prepare this PMP included analyzing the City's 2019 dataset for quality and usability, as well as reviewing the City's previous maintenance efforts and 2021-22 street improvements for pertinent information. We were tasked to generate an updated Capital Improvement Program (CIP) report that identified recommendations and deficiencies in the current operating and maintenance efforts put forth by the City.

We surveyed all designated arterial, collector (MPAH) routes in November 2021 to assist the City in being compliant with OCTA – OC Go April 2020 guidelines. Additionally, we updated the City's unique Pavement Management – GIS layer that will continue to assist the City in analyzing pavement conditions and other attribute information through the use of ESRI ArcMap.

2022 Citywide Pavement Management Plan – OCTA Submittal
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III. BACKGROUND (LAGUNA WOODS PMP)

In late 1990, voters throughout Orange County approved a ½-cent sales tax for transportation improvements known as OC Go, formerly known as Measure M2. Funding for streets and roads are included within the sales tax and are distributed to local agencies through both formula and competitive method. In late 2006, the renewal of OC Go was approved by voters to continue the ½-cent sales tax for thirty additional years, starting in 2011.

The primary goal of this report is to comply with established guidelines from OCTA to ensure that field data collection and reporting efforts performed by outside consultants or local agency staff are consistent. This is required in order that funding allocations can be reviewed and based on agency comparable pavement conditions. Specifically, our findings and recommendations provide public works administrators, managers and field personnel with:

- * *PMP report consistent with OCTA OC Go guidelines*
- * *the present condition status of the pavement network (arterial, collector, residential and industrial streets), as a whole and of any grouping or individual component within the City;*
- * *a ranked list of all streets, or segments of streets, by condition within the network;*
- * *rehabilitation/maintenance needs of each street segment by year;*
- * *an optimized priority maintenance and rehabilitation program based on cost/benefit analysis and various levels of funding;*
- * *optimum annual pavement expenditure levels for pavement maintenance for the next 10 years;*
- * *prediction of the life-cycle performance of the City's pavement network and each individual street section; and*
- * *pavement condition data and analysis presented in GIS through ESRI ArcMap*

Pavement is a dynamic structure where deterioration is constantly occurring; thus, the pavement management system needs to be updated on a regular basis to reflect these changes in pavement conditions, pavement maintenance histories, and maintenance strategies based upon budgetary constraints. In our approach to develop the City's forecasted maintenance recommendations we worked with City staff in identifying unit costs for all maintenance practices used on an annual basis. Currently, based upon the City's maintenance practices and their associated unit costs, the total replacement value of the Laguna Woods pavement network is \$22,123,000. This value clearly indicates that the City's pavement network is the most valuable and essential asset to Laguna Woods.

**2022 Citywide Pavement Management Plan – OCTA Submittal
Final Report – June 6, 2022**

FINDINGS AND RECOMMENDATIONS

Through our assessment of historical maintenance performed within Laguna Woods and through our discussions with City staff the conditional data found across the network clearly shows that the City has applied strong, preventative maintenance strategies over the past decade.

Our study has shown that key overlay projects will be needed over the next ten years to maintain the network's high level of condition (86.6). Currently, the City's one major street network (Arterial-MPAH) holds a high weighted PCI value of 86.6; it is our recommendation that a proactive, common sense overlay program be scheduled over the next several fiscal years. This will ensure that the citywide weighted PCI will be maintained and allow for routine preventative maintenance to continue.

We have found and recommend the following detailed items which should be reviewed and considered for a proactive approach to the future management of the PMP:

ARTERIAL / COLLECTOR (MPAH) FINDINGS AND RECOMMENDATIONS

The actual workload requirements identified indicate that the Arterial (MPAH) street network is currently in "Very Good" condition. To maintain this condition, it is critical that preventive maintenance and overlay activities are funded at least at the levels identified on page 7 to maintain a "Very Good" network weighted average PCI value. Our MPAH findings for conditional data and recommendations for revenue expenditures are shown below:

- The MPAH network has a weighted PCI of 86.6
- The MPAH network consists of 9.8 miles and 2,106,948 SF of pavement;
- Currently, 23.2% of the MPAH network (2.3 miles) qualify for (at a minimum) slurry seal/stop gap maintenance; 9.5% of the Arterial network (0.9 miles) qualify for rehabilitation/reconstruction maintenance;
- At a minimum, MPAH maintenance projects should focus on the maintaining the current weighted average PCI between 82 and 84 over the next 7 years;
- Develop a proactive fiscal and planned approach to identify MPAH overlay projects based on the deterioration modeling within MicroPAVER;
- Appropriate MPAH revenues at an average of \$300k/yr for the term of the 10-year CIP to generate the results identified on page 6 (V. Projected Pavement Conditions (PCI) – Current Funding); and
- Perform pavement inspections on the MPAH network every two years to build a solid planning model within MicroPAVER to track PCI deterioration; also follows new OCTA guidelines for OC Go.

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IV. CURRENT PAVEMENT CONDITIONS (PCI)

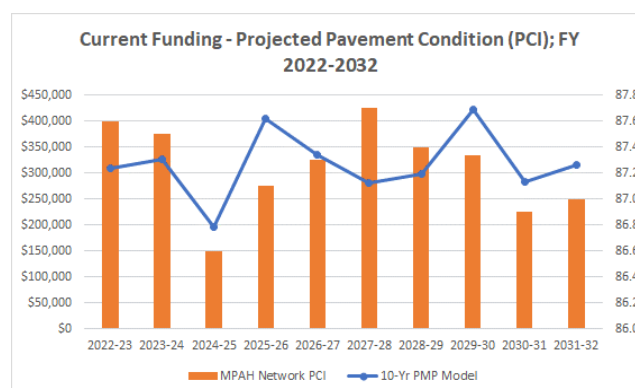
Rank	Fiscal Year	
Arterials	2020	2022
Citywide W. PCI	86.2	86.6

Condition	PCI Range	Art/Coll (MPAH)	Total Mi.	% of Network
Very Good	(86-100)	6.6	6.6	67.3%
Good	(75-85)	2.3	2.3	23.2%
Fair	(60-74)	0.9	0.9	9.5%
Poor	(41-59)	0.0	0.0	0.0%
Very Poor	(0-40)	0.0	0.0	0.0%
		9.8	9.8	

V. PROJECTED PAVEMENT CONDITIONS (PCI) – CURRENT FUNDING

10-YEAR \$3.2 MILLION BUDGET – A \$3.2 Million/10-yr budget was generated for the City to demonstrate how its existing budget allocation would perform against the current citywide conditions. City PMP funding may be provided through the General Fund, SB1, Measure M2 Fair Share, and Gas Tax:

FY	10-Yr PMP Model	MPAH Network PCI
Today	~	86.6
2022-23	\$309,800	87.6
2023-24	\$325,821	87.5
2024-25	\$195,795	86.6
2025-26	\$405,799	87.1
2026-27	\$335,818	87.3
2027-28	\$279,766	87.7
2028-29	\$299,229	87.4
2029-30	\$421,551	87.3
2030-31	\$283,157	86.9
2031-32	\$314,562	87.0
	\$3,171,298	



**2022 Citywide Pavement Management Plan – OCTA Submittal
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VI. ALTERNATIVE FUNDING LEVELS

Maintain Existing Average Network PCI

FY	Maintain Funding	Entire Network PCI
Today	~	86.6
2022-23	\$132,600	86.3
2023-24	\$131,600	86.4
2024-25	\$132,600	85.6
2025-26	\$140,400	85.7
2026-27	\$141,200	85.9
2027-28	\$141,300	86.1
2028-29	\$138,800	86.3
	\$958,500	

Improve Average Network PCI

FY	10-Yr PMP Model	MPAH Network PCI
Today	~	86.6
2022-23	\$309,800	87.6
2023-24	\$325,821	87.5
2024-25	\$195,795	86.6
2025-26	\$405,799	87.1
2026-27	\$335,818	87.3
2027-28	\$279,766	87.7
2028-29	\$299,229	87.4
2029-30	\$421,551	87.3
2030-31	\$283,157	86.9
2031-32	\$314,562	87.0
	\$3,171,298	

The “Improve Average Network PCI table is identical to the “Current Funding” table due to the fact that it meets the OCTA’s standard of improving the overall PCI after seven years of funding.

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VII. CURRENT AND PROJECTED BACKLOG BY YEAR OF PAVEMENT MAINTENANCE NEEDS

Fiscal Year	Current Funding Backlog	Maintain Funding Backlog	Increase PCI Backlog
Current	\$79,300	\$79,300	\$79,300
2022-23	\$0	\$304,100	\$0
2023-24	\$0	\$381,800	\$0
2024-25	\$25,700	\$470,800	\$25,700
2025-26	\$32,500	\$572,900	\$32,500
2026-27	\$50,700	\$650,200	\$50,700
2027-28	\$72,500	\$727,600	\$72,500
2028-29	\$91,000	\$979,900	\$91,000
2029-30	\$0	\$981,300	\$0
2030-31	\$55,100	\$1,056,800	\$55,100
2031-32	\$67,200	\$1,111,400	\$67,200

DEFERRED MAINTENANCE

Delaying repairs on streets where pavement conditions indicate a need generates deferred maintenance or “backlog”. Deferred maintenance is work that is postponed to a future budget cycle, or until funds are available. As maintenance is deferred, the opportunity to apply preventive, life extending pavement treatments is forfeited and the ultimate cost of rehabilitation multiplies (i.e. slurry seal costs to overlay costs). By using the City’s pavement maintenance applications and their associated unit costs, when a budgetary model is exercised within the PMP software the amount of deferred maintenance is calculated. Based upon the available budget applied to the model, deferred maintenance will increase or decrease.

As maintenance is deferred, the opportunity to apply life extending preventive pavement applications is lost and the ultimate cost of rehabilitation multiples.

In the case of Laguna Woods, the City’s current 10-year budget will continue to sustain the amount of deferred maintenance on the Arterial network at a manageable level.

VIII. CENTERLINE MILEAGE

Rank	Ctr. Miles	SF	Weighted PCI
Arterials	9.8	2,106,948	86.6

IX. PERCENTAGE OF NETWORK IN EACH OF FIVE CONDITION CATEGORIES BASED ON CENTERLINE MILES

Condition	PCI Range	Network	Percent Area of Total Pavement	Area of Pavement (SF)	Percent Centerline Mi. of Network	Centerline Mileage of Network
Very Good	(86-100)	MPAH	65.2%	1,373,519	67.3%	6.6
		Local	N/A	N/A	N/A	N/A
Good	(75-85)	MPAH	24.6%	519,020	23.2%	2.3
		Local	N/A	N/A	N/A	N/A
Fair	(60-74)	MPAH	10.2%	214,409	9.5%	0.9
		Local	N/A	N/A	N/A	N/A
Poor	(41-59)	MPAH	0.0%	0	0.0%	0.0
		Local	N/A	N/A	N/A	N/A
Very Poor	(0-40)	MPAH	0.0%	0	0.0%	0.0
		Local	N/A	N/A	N/A	N/A
				2,106,948		9.8

X. REDUCTION IN M2 LOCAL MATCH

A local agency match reduction of 10% of the eligible cost for projects submitted for consideration of funding through the M2 Comprehensive Transportation Funding Programs (CTFP) call for projects is available if the local agency either:

- Shows measurable improvement of paved road conditions during the previous reporting period defined as an overall weighted (by area) average system improvement of one Pavement Condition Index (PCI) point with no reduction in the overall weighted (by area) average PCI in the Master Plan of Arterial Highways (MPAH) or local categories:

or

- Have road pavement conditions during the previous reporting period, within the highest 20% of the scale for road pavement conditions in conformance with OCTA Ordinance No. 3, defined as a PCI of 75 or higher, otherwise defined as in “good condition”.

Road conditions found through preparation of this PMP show that the City is eligible for Local Match Reduction based on the current network weighted PCI of 86.6. Additionally, the City has demonstrated on page 5 (V. Projected Pavement Conditions (PCI) – Current Funding) that the City’s weighted average PCI (by area) remains above a PCI of 75 after the seven years.

**XI. APPENDIX A – 10-YEAR ROAD MAINTENANCE AND REHABILITATION PLAN
BASED ON CURRENT OR EXPECTED FUNDING LEVEL**

FY	Section ID	Name	From	To	Rank	MPAH	Type	Lanes	L	W	Area	PCI	Pred. PCI	PCI % Climate	PCI % Load	PCI % Other	Maint. Type	Total \$
		MPAH																
2022-23	15999 N	MOULTON PARKWAY	CALLE CORTEZ	VIA CAMPO VERDE	B	Major	AAC	3	2,235	40	95,498	71	69	21	71	8	Grind-Overlay	\$334,243
																		\$334,243
2023-24	14250 W	EL TORO ROAD	CANYON WREN LN	TANAGER LN	B	Major	AAC	3	2,105	42	90,255	74	72	15	85	0	Grind-Overlay	\$325,821
																		\$325,821
2024-25	14248 W	EL TORO ROAD	TANAGER LN	CALLE CORTA	B	Major	AAC	3	1,175	42	52,775	77	74	29	68	3	Grind-Overlay	\$195,795
																		\$195,795
2025-26	15995 N	MOULTON PARKWAY	CITY LIMITS 738' S/CALLE ARAGON	CALLE ARAGON	B	Major	AAC	3	755	40	29,808	80	77	16	65	19	Grind-Overlay	\$113,867
2025-26	15997 N	MOULTON PARKWAY	CALLE ARAGON	VIA IGLESIA	B	Major	AAC	3	575	40	25,808	80	78	39	61	0	Grind-Overlay	\$98,587
2025-26	15993 N	MOULTON PARKWAY	VIA IGLESIA	CALLE CORTEZ	B	Major	AAC	3	1,210	39	50,614	77	75	19	80	1	Grind-Overlay	\$193,345
																		\$405,799
2026-27	15043 W	EL TORO ROAD	CALLE CORTA	ALISO CREEK RD	B	Major	AAC	3	1,315	42	56,577	86	82	85	15	0	Grind-Overlay	\$222,913
2026-27	12246 W	EL TORO ROAD	ALISO CREEK RD	528' SW/ALISO CREEK	B	Major	AAC	3	590	42	28,656	74	70	100	0	0	Grind-Overlay	\$112,905
																		\$335,818
2027-28	14251 E	EL TORO ROAD	CANYON WREN LANE	CALLE SONORA	B	Major	AAC	3	1,545	42	68,908	82	78	30	70	0	Grind-Overlay	\$279,766
																		\$279,766
2028-29	16005 N	MOULTON PARKWAY	VIA CAMPO VERDE	EL TORO RD	B	Major	AAC	3	710	40	38,896	83	68	87	13	0	Grind-Overlay	\$162,585
2028-29	16006 S	MOULTON PARKWAY	EL TORO RD	VIA CAMPO VERDE	B	Major	AAC	3	720	40	32,690	84	74	58	13	29	Grind-Overlay	\$136,644
																		\$299,229
2029-30	14256 W	EL TORO ROAD	MOULTON PKWY	HOME DEPOT/TOWN CENTRE	B	Major	AAC	3	1,495	38	64,885	84	72	62	12	26	Grind-Overlay	\$279,006
2029-30	14254 W	EL TORO ROAD	HOME DEPOT / TOWN CENTRE	CALLE SONORA	B	Major	AAC	3	750	42	33,150	86	76	76	0	24	Grind-Overlay	\$142,545
																		\$421,551
2030-31	14259 E	EL TORO ROAD	AVENIDA SEVILLA	PASEO DE VALENCIA	B	Major	AAC	3	1,585	34	63,918	85	81	39	61	0	Grind-Overlay	\$283,157
																		\$283,157
2031-32	14252 W	EL TORO ROAD	CALLE SONORA	CANYON WREN LN	B	Major	AAC	3	1,560	42	68,832	87	80	31	67	2	Grind-Overlay	\$314,562
																		\$314,562
																	10-Year Total \$	\$3,195,741

XII. APPENDIX B – COMPLETE STREET LISTING CURRENT CONDITIONS

ITEM 8.1 - Exhibit A to Attachment A

City of Laguna Woods, CA Pavement Condition Index (PCI) Report - All Streets

Sorted by Name Order (A-Z)

Branch ID	Section ID	Name	From	To	Rank	MPAH	Type	Lanes	Length	Width	Area	Insp Date	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other
	MPAH															
C080001	12246 W	EL TORO ROAD	ALISO CREEK RD	528' SW/ALISO CREEK	B	Major	AAC	3	590	42	28,656	11/9/21	74	100	0	0
C080001	14245 E	EL TORO ROAD	584' W / ALISO CREEK ROAD	ALISO CREEK ROAD	B	Major	AAC	3	580	42	25,368	11/9/21	86	60	14	26
C080001	14247 E	EL TORO ROAD	CALLE CORTA	TANAGER LANE	B	Major	AAC	3	1,172	42	48,532	11/9/21	92	66	32	2
C080001	14248 W	EL TORO ROAD	TANAGER LN	CALLE CORTA	B	Major	AAC	3	1,175	42	52,775	11/9/21	77	29	68	3
C080001	14249 E	EL TORO ROAD	TANAGER LANE	CANYON WREN LANE	B	Major	AAC	3	2,085	42	87,728	11/9/21	91	47	17	36
C080001	14250 W	EL TORO ROAD	CANYON WREN LN	TANAGER LN	B	Major	AAC	3	2,105	42	90,255	11/9/21	74	15	85	0
C080001	14251 E	EL TORO ROAD	CANYON WREN LANE	CALLE SONORA	B	Major	AAC	3	1,545	42	68,908	11/9/21	82	30	70	0
C080001	14252 W	EL TORO ROAD	CALLE SONORA	CANYON WREN LN	B	Major	AAC	3	1,560	42	68,832	11/9/21	87	31	67	2
C080001	14253 E	EL TORO ROAD	CALLE SONORA	HOME DEPOT / TOWN CENTRE	B	Major	AAC	3	750	42	36,091	11/9/21	89	26	63	11
C080001	14254 W	EL TORO ROAD	HOME DEPOT / TOWN CENTRE	CALLE SONORA	B	Major	AAC	3	750	42	33,150	11/9/21	86	76	0	24
C080001	14255 E	EL TORO ROAD	HOME DEPOT/TOWN CENTRE	MOULTON PKWY	B	Major	AAC	3	1,515	39	76,409	11/9/21	89	73	27	0
C080001	14256 W	EL TORO ROAD	MOULTON PKWY	HOME DEPOT/TOWN CENTRE	B	Major	AAC	3	1,495	38	64,885	11/9/21	84	62	12	26
C080001	14257 E	EL TORO ROAD	MOULTON PKWY	WILLOW TREE CENTER	B	Major	AAC	3	580	35	20,795	11/9/21	100	100	0	0
C080001	14258 W	EL TORO ROAD	WILLOW TREE CENTER	MOULTON PKWY	B	Major	AAC	3	580	34	28,230	11/9/21	100	21	79	0
C080001	14259 E	EL TORO ROAD	AVENIDA SEVILLA	PASEO DE VALENCIA	B	Major	AAC	3	1,585	34	63,918	11/9/21	85	39	61	0
C080001	14260 W	EL TORO ROAD	PASEO DE VALENCIA	AVENIDA SEVILLA	B	Major	AAC	3	1,585	34	57,258	11/9/21	90	59	22	19
C080001	14261 E	EL TORO ROAD	WILLOW TREE CENTER	CHURCHES INTERSECTION	B	Major	AAC	3	580	33	21,692	11/9/21	100	51	41	8
C080001	14262 W	EL TORO ROAD	CHURCHES INTERSECTION	WILLOW TREE CENTER	B	Major	AAC	3	580	34	20,430	11/9/21	99	100	0	0
C080001	14263 E	EL TORO ROAD	CHURCHES INTERSECTION	AVENIDA SEVILLA	B	Major	AAC	3	1,175	34	45,915	11/9/21	97	100	0	0
C080001	14264 W	EL TORO ROAD	AVENIDA SEVILLA	CHURCHES INTERSECTION	B	Major	AAC	3	1,185	34	42,896	11/9/21	97	100	0	0
C080001	14383 E	EL TORO ROAD	ALISO CREEK ROAD	CALLE CORTA	B	Major	AAC	3	1,310	42	57,924	11/9/21	92	100	0	0
C080001	15043 W	EL TORO ROAD	CALLE CORTA	ALISO CREEK RD	B	Major	AAC	3	1,315	42	56,577	11/9/21	86	85	15	0
C080002	15993 N	MOULTON PARKWAY	VIA IGLESIA	CALLE CORTEZ	B	Major	AAC	3	1,210	39	50,614	11/11/21	77	19	80	1
C080002	15994 S	MOULTON PARKWAY	VIA IGLESIA	CALLE ARAGON	B	Major	AAC	3	555	40	25,063	11/11/21	90	60	0	40
C080002	15995 N	MOULTON PARKWAY	CITY LIMITS 738' S/CALLE ARAGON	CALLE ARAGON	B	Major	AAC	3	755	40	29,808	11/11/21	80	16	65	19
C080002	15996 S	MOULTON PARKWAY	CALLE ARAGON	CITY LIMITS 738' S/CALLE ARAGON	B	Major	AAC	3	735	40	29,786	11/11/21	94	100	0	0
C080002	15997 N	MOULTON PARKWAY	CALLE ARAGON	VIA IGLESIA	B	Major	AAC	3	575	40	25,808	11/11/21	80	39	61	0
C080002	15998 S	MOULTON PARKWAY	CALLEZ CORTEZ	VIA IGLESIA	B	Major	AAC	3	1,205	40	48,200	11/11/21	93	56	36	8
C080002	15999 N	MOULTON PARKWAY	CALLE CORTEZ	VIA CAMPO VERDE	B	Major	AAC	3	2,235	40	95,498	11/11/21	71	21	71	8
C080002	16000 S	MOULTON PARKWAY	VIA CAMPO VERDE	CALLE CORTEZ	B	Major	AAC	3	2,215	40	90,718	11/11/21	85	61	23	16
C080002	16001 N	MOULTON PARKWAY	EL TORO RD	GATE NO.12	B	Major	AAC	3	1,518	40	67,802	11/11/21	86	53	19	28
C080002	16002 S	MOULTON PARKWAY	GATE NO.12	EL TORO RD	B	Major	AAC	3	1,515	40	72,426	11/11/21	87	58	17	25
C080002	16003 N	MOULTON PARKWAY	GATE NO.12	SANTA MARIA	B	Major	AAC	3	1,960	40	83,222	11/11/21	87	43	13	44
C080002	16004 S	MOULTON PARKWAY	SANTA MARIA	GATE NO.12	B	Major	AAC	3	1,995	40	83,152	11/11/21	88	79	0	21
C080002	16005 N	MOULTON PARKWAY	VIA CAMPO VERDE	EL TORO RD	B	Major	AAC	3	710	40	38,896	11/11/21	83	87	13	0
C080002	16006 S	MOULTON PARKWAY	EL TORO RD	VIA CAMPO VERDE	B	Major	AAC	3	720	40	32,690	11/11/21	84	58	13	29
C080003	22338 E	RIDGE ROUTE DRIVE	MOULTON PARKWAY	350' E / MOULTON PARKWAY	B	Primary	AAC	1	425	36	16,040	11/9/21	95	100	0	0
C080004	22673 E	SANTA MARIA AVENUE	WEST OF VIA VISTA / LH CITY LIMIT	SAN REMO DRIVE	B	Secondary	AAC	2	552	25	16,240	11/9/21	90	82	0	18
C080004	22674 W	SANTA MARIA AVENUE	SAN REMO DRIVE	WEST OF VIA VISTA / LH CITY LIMITS	B	Secondary	AAC	2	552	30	19,704	11/9/21	90	100	0	0
C080004	22675 E	SANTA MARIA AVENUE	SAN REMO DRIVE	MOULTON PARKWAY	B	Secondary	AAC	2	1,712	25	48,180	11/9/21	89	84	16	0

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City of Laguna Woods, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Name Order (A-Z)

Branch ID	Section ID	Name	From	To	Rank	MPAH	Type	Lanes	Length	Width	Area	Insp Date	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other
C080004	22676 W	SANTA MARIA AVENUE	MOULTON PARKWAY	SAN REMO DRIVE	B	Secondary	AAC	2	1,732	30	49,952	11/9/21	92	70	0	30
C080004	24036 W	SANTA MARIA AVENUE	WESTERN LAGUNA HILLS CITY LIMIT	SANTA VITTORIA	B	Secondary	AAC	2	772	25	18,621	11/9/21	88	100	0	0
C080004	24037 E	SANTA MARIA AVENUE	BC OF AVENIDA SOSIEGA	SANTA VITTORIA	B	Secondary	AAC	2	815	25	24,390	11/9/21	94	100	0	0
C080004	24038 W	SANTA MARIA AVENUE	SANTA VITTORIA	BC OF AVENIDA SOSIEGA	B	Secondary	AAC	2	812	25	23,832	11/9/21	87	100	0	0
C080004	24039 E	SANTA MARIA AVENUE	SANTA VITTORIA	WESTERN LAGUNA HILLS CITY LIMIT	B	Secondary	AAC	2	756	25	19,082	11/9/21	92	100	0	0
									9.8		2,106,948					

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City of Laguna Woods, CA Pavement Condition Index (PCI) Report - All Streets

Sorted by PCI Order (0-100)

Branch ID	Section ID	Name	From	To	Rank	MPAH	Type	Lanes	Length	Width	Area	Insp Date	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other
	MPAH															
C080002	15999 N	MOULTON PARKWAY	CALLE CORTEZ	VIA CAMPO VERDE	B	Major	AAC	3	2,235	40	95,498	11/11/21	71	21	71	8
C080001	12246 W	EL TORO ROAD	ALISO CREEK RD	528' SW/ALISO CREEK	B	Major	AAC	3	590	42	28,656	11/9/21	74	100	0	0
C080001	14250 W	EL TORO ROAD	CANYON WREN LN	TANAGER LN	B	Major	AAC	3	2,105	42	90,255	11/9/21	74	15	85	0
C080001	14248 W	EL TORO ROAD	TANAGER LN	CALLE CORTA	B	Major	AAC	3	1,175	42	52,775	11/9/21	77	29	68	3
C080002	15993 N	MOULTON PARKWAY	VIA IGLESIA	CALLE CORTEZ	B	Major	AAC	3	1,210	39	50,614	11/11/21	77	19	80	1
C080002	15995 N	MOULTON PARKWAY	CITY LIMITS 738' S/CALLE ARAGON	CALLE ARAGON	B	Major	AAC	3	755	40	29,808	11/11/21	80	16	65	19
C080002	15997 N	MOULTON PARKWAY	CALLE ARAGON	VIA IGLESIA	B	Major	AAC	3	575	40	25,808	11/11/21	80	39	61	0
C080001	14251 E	EL TORO ROAD	CANYON WREN LANE	CALLE SONORA	B	Major	AAC	3	1,545	42	68,908	11/9/21	82	30	70	0
C080002	16005 N	MOULTON PARKWAY	VIA CAMPO VERDE	EL TORO RD	B	Major	AAC	3	710	40	38,896	11/11/21	83	87	13	0
C080001	14256 W	EL TORO ROAD	MOULTON PKWY	HOME DEPOT/TOWN CENTER	B	Major	AAC	3	1,495	38	64,885	11/9/21	84	62	12	26
C080002	16006 S	MOULTON PARKWAY	EL TORO RD	VIA CAMPO VERDE	B	Major	AAC	3	720	40	32,690	11/11/21	84	58	13	29
C080001	14259 E	EL TORO ROAD	AVENIDA SEVILLA	PASEO DE VALENCIA	B	Major	AAC	3	1,585	34	63,918	11/9/21	85	39	61	0
C080002	16000 S	MOULTON PARKWAY	VIA CAMPO VERDE	CALLE CORTEZ	B	Major	AAC	3	2,215	40	90,718	11/11/21	85	61	23	16
C080001	14245 E	EL TORO ROAD	584' W / ALISO CREEK ROAD	ALISO CREEK ROAD	B	Major	AAC	3	580	42	25,368	11/9/21	86	60	14	26
C080001	14254 W	EL TORO ROAD	HOME DEPOT / TOWN CENTER	CALLE SONORA	B	Major	AAC	3	750	42	33,150	11/9/21	86	76	0	24
C080001	15043 W	EL TORO ROAD	CALLE CORTA	ALISO CREEK RD	B	Major	AAC	3	1,315	42	56,577	11/9/21	86	85	15	0
C080002	16001 N	MOULTON PARKWAY	EL TORO RD	GATE NO.12	B	Major	AAC	3	1,518	40	67,802	11/11/21	86	53	19	28
C080001	14252 W	EL TORO ROAD	CALLE SONORA	CANYON WREN LN	B	Major	AAC	3	1,560	42	68,832	11/9/21	87	31	67	2
C080002	16002 S	MOULTON PARKWAY	GATE NO.12	EL TORO RD	B	Major	AAC	3	1,515	40	72,426	11/11/21	87	58	17	25
C080002	16003 N	MOULTON PARKWAY	GATE NO.12	SANTA MARIA	B	Major	AAC	3	1,960	40	83,222	11/11/21	87	43	13	44
C080004	24038 W	SANTA MARIA AVENUE	SANTA VITTORIA	BC OF AVENIDA SOSIEGA	B	Secondary	AAC	2	812	25	23,832	11/9/21	87	100	0	0
C080002	16004 S	MOULTON PARKWAY	SANTA MARIA	GATE NO.12	B	Major	AAC	3	1,995	40	83,152	11/11/21	88	79	0	21
C080004	24036 W	SANTA MARIA AVENUE	WESTERN LAGUNA HILLS CITY LIMIT	SANTA VITTORIA	B	Secondary	AAC	2	772	25	18,621	11/9/21	88	100	0	0
C080001	14253 E	EL TORO ROAD	CALLE SONORA	HOME DEPOT / TOWN CENTER	B	Major	AAC	3	750	42	36,091	11/9/21	89	26	63	11
C080001	14255 E	EL TORO ROAD	HOME DEPOT/TOWN CENTER	MOULTON PKWY	B	Major	AAC	3	1,515	39	76,409	11/9/21	89	73	27	0
C080004	22675 E	SANTA MARIA AVENUE	SAN REMO DRIVE	MOULTON PARKWAY	B	Secondary	AAC	2	1,712	25	48,180	11/9/21	89	84	16	0
C080001	14260 W	EL TORO ROAD	PASEO DE VALENCIA	AVENIDA SEVILLA	B	Major	AAC	3	1,585	34	57,258	11/9/21	90	59	22	19
C080002	15994 S	MOULTON PARKWAY	VIA IGLESIA	CALLE ARAGON	B	Major	AAC	3	555	40	25,063	11/11/21	90	60	0	40
C080004	22673 E	SANTA MARIA AVENUE	WEST OF VIA VISTA / LH CITY LIMIT	SAN REMO DRIVE	B	Secondary	AAC	2	552	25	16,240	11/9/21	90	82	0	18
C080004	22674 W	SANTA MARIA AVENUE	SAN REMO DRIVE	WEST OF VIA VISTA / LH CITY LIMITS	B	Secondary	AAC	2	552	30	19,704	11/9/21	90	100	0	0
C080001	14249 E	EL TORO ROAD	TANAGER LANE	CANYON WREN LANE	B	Major	AAC	3	2,085	42	87,728	11/9/21	91	47	17	36
C080001	14247 E	EL TORO ROAD	CALLE CORTA	TANAGER LANE	B	Major	AAC	3	1,172	42	48,532	11/9/21	92	66	32	2
C080001	14383 E	EL TORO ROAD	ALISO CREEK ROAD	CALLE CORTA	B	Major	AAC	3	1,310	42	57,924	11/9/21	92	100	0	0
C080004	22676 W	SANTA MARIA AVENUE	MOULTON PARKWAY	SAN REMO DRIVE	B	Secondary	AAC	2	1,732	30	49,952	11/9/21	92	70	0	30
C080004	24039 E	SANTA MARIA AVENUE	SANTA VITTORIA	WESTERN LAGUNA HILLS CITY LIMIT	B	Secondary	AAC	2	756	25	19,082	11/9/21	92	100	0	0
C080002	15998 S	MOULTON PARKWAY	CALLEZ CORTEZ	VIA IGLESIA	B	Major	AAC	3	1,205	40	48,200	11/11/21	93	56	36	8
C080002	15996 S	MOULTON PARKWAY	CALLE ARAGON	CITY LIMITS 738' S/CALLE ARAGON	B	Major	AAC	3	735	40	29,786	11/11/21	94	100	0	0
C080004	24037 E	SANTA MARIA AVENUE	BC OF AVENIDA SOSIEGA	SANTA VITTORIA	B	Secondary	AAC	2	815	25	24,390	11/9/21	94	100	0	0
C080003	22338 E	RIDGE ROUTE DRIVE	MOULTON PARKWAY	350' E / MOULTON PARKWAY	B	Primary	AAC	1	425	36	16,040	11/9/21	95	100	0	0
C080001	14263 E	EL TORO ROAD	CHURCHES INTERSECTION	AVENIDA SEVILLA	B	Major	AAC	3	1,175	34	45,915	11/9/21	97	100	0	0
C080001	14264 W	EL TORO ROAD	AVENIDA SEVILLA	CHURCHES INTERSECTION	B	Major	AAC	3	1,185	34	42,896	11/9/21	97	100	0	0
C080001	14262 W	EL TORO ROAD	CHURCHES INTERSECTION	WILLOW CENTER	B	Major	AAC	3	580	34	20,430	11/9/21	99	100	0	0

ITEM 8.1 - Exhibit A to Attachment A

City of Laguna Woods, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by PCI Order (0-100)

Branch ID	Section ID	Name	From	To	Rank	MPAH	Type	Lanes	Length	Width	Area	Insp Date	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other
C080001	14257 E	EL TORO ROAD	MOULTON PKWY	WILLOW CENTER	B	Major	AAC	3	580	35	20,795	11/9/21	100	100	0	0
C080001	14258 W	EL TORO ROAD	WILLOW CENTER	MOULTON PKWY	B	Major	AAC	3	580	34	28,230	11/9/21	100	21	79	0
C080001	14261 E	EL TORO ROAD	WILLOW CENTER	CHURCHES INTERSECTION	B	Major	AAC	3	580	33	21,692	11/9/21	100	51	41	8
									9.8		2,106,948					

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XIII. APPENDIX C – GIS DIGITAL DATA

Introduction

The OCTA GIS Section maintains a spatial inventory of transportation infrastructure which mostly consists of major arterial streets, roads, and highways. A key component of road information is pavement condition. Maintaining an inventory of pavement condition will enhance OCTA's GIS visualization and analysis capabilities and assist in understanding the transportation investment needs throughout the region. Therefore, a GIS dataset in digital format should be included in this report.

Structure of GIS Data

The GIS dataset must consist of linear geographic features that represent road/street segments. All segments that are part of the report should be included in the GIS dataset. The attribute information of each segment should generally follow the format of the Complete Listing of Current Street Conditions in Appendix B above.

The GIS data requirements are discussed below. Most commercial and open-source GIS software provide industry-standard tools to manage GIS data to meet these requirements.

GIS Digital Data Format

The GIS data must be submitted in either one of the following formats:

- Esri Shapefile, or
- Esri File Geodatabase

Metadata

The GIS data are required to have associated metadata. The minimum metadata items required are:

- Title of Dataset
- Tags (A set of words that can be used by GIS to search for the resource. For example: "pavement", "transportation", "roads")
- Summary (A brief purpose statement of the dataset)
- Description (A brief narrative of the dataset's content)
- Credits (A recognition of those who created or contributed to the resource)

Spatial Geometry Type

The spatial geometry of the segment features must be lines that represent the roadway centerline as accurately as possible.

Projection

The GIS data must have spatial reference information and have its coordinate system identified and embedded in or associated with the data file(s). All GIS data submitted to OCTA should be in the following projected coordinate system:

- NAD 1983 State Plane California VI FIPS 0406 (US Feet) - More information about this system can be found at: <https://spatialreference.org/ref/epsg/nad83-california-zone-6-ftus/>

GIS Feature Attributes

The required segment attributes are:

- Street name
- Unique segment identifier (Segment ID from original source if available)

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- Name of intersecting road at the beginning of a segment
- Name of intersecting road at the end of the segment
- Current pavement condition index (PCI)
- Current PCI inspection date
- Length of road segment in feet
- Width of road segment in feet
- Paved area of road segment in square feet or square yards
- Projected PCI at end of Seven-Year Road Maintenance and Rehabilitation Plan

Additional attributes such as number of through travel lanes, direction of travel and pavement surface type may be provided.

XIV. APPENDIX D – QUALITY ASSURANCE / QUALITY CONTROL PLAN

Introduction

When performing data collection in any field, the need for quality control is paramount as it is essential for accurate planning, analysis and design. This is particularly true for collecting pavement distress data for a pavement management program.

The Quality Assurance / Quality Control (QA/QC) Plan establishes minimum quality standards for performance and procedures for update of the pavement management program.

Objectives

This document constitutes a formal QA/QC Plan for the City of Laguna Woods. It was prepared on January, 2022 and last revised in January, 2022.

Specifically, it is intended for the 2022 Pavement Management Plan Update. The focus is on the collection of network-level pavement distress data (defined by National Cooperative Highway Research Program (NCHRP) Synthesis 401 Quality Management of Pavement Data Collection, as “Network-level data collection involves collection of large quantities of pavement condition data, which is often converted to individual condition indices or aggregated into composite condition indices”).

This document also addresses the QA/QC plan requirements of the Orange County Transportation Authority (OCTA)’s “Countywide Pavement Management Plan Guidelines” (Section 2.4), adopted in April, 2020.

Structure of QA/QC Plan

The following components are addressed in this QA/QC Plan:

- Condition survey procedures used;
- Accuracy required for data collection;
- Inspector qualifications and experience; and
- Safety.

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Condition Survey Procedures

The governing document in performing condition surveys for the City of Laguna Woods is ASTM D6433-20 “Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys.” Both asphalt concrete (AC) and Portland cement concrete (PCC) pavements are included in this protocol. The following distresses are collected for each pavement type:

Asphalt Concrete	Portland Cement Concrete (Jointed)
1. Alligator (fatigue) cracking	1. Blow-up/Buckling
2. Bleeding	2. Corner Breaks
3. Block Cracking	3. Divided Slab
4. Bumps and sags	4. Durability ("D") Cracking
5. Corrugation	5. Faulting
6. Depression	6. Joint Seal damage
7. Edge Cracking	7. Lane/Shoulder Drop-off
8. Joint Reflection Cracking	8. Linear Cracking
9. Lane/Shoulder Drop-off	9. Patching (large) and Utility Cuts
10. Longitudinal & Transverse Cracking	10. Patching (small)
11. Patching and Utility Cut Patching	11. Polished Aggregate
12. Polished aggregate	12. Popouts
13. Potholes	13. Pumping
14. Railroad Crossing	14. Punchout
15. Rutting	15. Railroad Crossing
16. Shoving	16. Scaling, map cracking and crazing
17. Slippage Cracking	17. Shrinkage Cracks
18. Swell	18. Spalling (corner)
19. Weathering	19. Spalling (joint)
20. Raveling	

As required by the Orange County Transportation Authority (OCTA), the City of Laguna Woods must prepare and implement a quality assurance / quality control (QA/QC) plan regarding pavement management inspection as they pertain to MicroPAVER. For the purposes of this report, Bucknam has demonstrated how our project team implemented QA/QC procedures during the project.

Our QA/QC plan focuses on the how each pavement inspection is performed, what distresses are collected and ensures that it complies with the OCTA guidelines defined within the “Countywide Pavement Management Plan Guidelines (CPMPG)”.

As shown within the OCTA CPMPG, our staff followed and delivered on the requirements stated within Chapter 2, page 2-5 which require specific QA/QC data (Items A through G). Additionally, Chapter 3 requires numerous data/deliverables from local agencies for OC Go eligibility. All general PCI budgetary report submittals will follow the Chapter 3 guidelines.

In conjunction with the outlined items within the CPMPG Section 2 we have summarized our QA/QC procedures below:

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- a. **Descriptions of condition survey** - Our staff follows the required Condition Survey Protocols (CPMPG, Chapter 2); our staff assesses each pavement section for the minimum distresses outlined within Chapter 2, page 2-1. Additionally, based on the pavement conditions found, we collect all MicroPAVER/StreetSaver Army Corps of Engineers (ACOE) distresses, if found within the sample sections; for example, if slippage cracking, potholes, etc. are found our survey technicians record the proper information.
- b. **How data was collected** - Our surveys follow the OCTA accepted walking requirements. All sections that our staff surveys are performed through the walking method, approximately 10% of all sections surveyed were complemented with windshield surveys based on unique conditions found. Our staff physically measures the width of every section as well as measure for any square footage adjustment that need to be added or taken away from a sections “true area” (i.e. cul-de-sac, bus pads, street width variances, etc.). Samples taken always include a minimum of 2,500 SF coverage unless specific section limits prohibit this. Arterial section samples utilize a 3,500 SF sample size due to the larger section area (this is within the ASTM D6433-20 sample size calculation. Field crews typically include one individual for residential pavement sections while Arterial (MPAH) routes utilize a two-person crew for safety, traffic control and increases quality control.
- c. **Accuracy required for data collection** - We use a statistical sampling approach for measuring the quality of our field technician’s work. In this manner, 10 percent of the original surveys are re-surveyed by a different survey crew than the original, supervised by a field supervisor, and the results are compared to the original surveys. Our QC process involves checking the field crews’ work in a “blind study” fashion. Quality control checks are performed at the end of each survey week. This ensures that all field personnel are properly collecting section samples, distress types and distress severities for all street segments.
 - ❖ When QA/QC issues are found, our staff documents the issues within MicroPAVER’s user interface. If distress types found are not within the 97% accuracy our QA/QC is expanded beyond our minimum 10% resurvey to 20% of the original survey
- d. **Random and Systematic Re-Inspections** – As described above our staff re-inspects, as a minimum, 10% of the original survey (OCTA only requires 5%). Per the agencies requests, our staff will submit PCI reports to the agency as project status reports for their review. Agencies will typically review specific pavement sections for PCI accuracy based on recent overlay or slurry seal maintenance; this serves as an initial accuracy check on our surveys (outside Bucknam QC efforts). Additionally, our staff performs “ride-a-long” surveys with local agency staff to build consensus on how our MicroPAVER ACOE surveys are performed, recorded and reported on.

Random re-inspections will include a representative selection across the following categories:

- Functional classed (i.e. MPAH);
- Surface types (e.g. AC or PCC);
- Pavement conditions (e.g. good, fair, poor);
- Inspectors;
- Geographical areas, if applicable.



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For systematic re-inspections, this could be due to noticed trends such as specific treatment types (e.g. open-graded mixed), a specific inspector or geographical area. In these cases Bucknam continues to utilize a 10% re-inspection policy.

- e. **PCI Comparison with Past Surveys** - if previous inspection data is available, new PCI's calculated through the most recent inspections will be compared to previous PCI's. If the variance in PCI is greater than +/- 10 PCI points, these sections will be flagged for further investigation and/or re-inspection (In the cases that a PCI increases or decreases by 10 points follows the established CPMPG guidelines; Appendix A, page A-18).
- f. **Schedule of data submittal** – Pending on the City's last major PMP submittal, Bucknam will assist the agency in submitting the following:
 - ❖ Master Plan of Arterial Highways (MPAH) routes will be surveyed and reported on at least once every two years
 - ❖ Local streets will be surveyed and reported on every six years
 - ❖ Corresponding MPAH and local PCI reporting and budgetary reporting will be submitted every two years
- g. **Experience of Inspectors** – Bucknam staff have been trained on the use of MicroPAVER and the ACOE MicroPAVER segment calibration and inspection practices. Mr. Peter Bucknam (Project Manager) and essential staff have completed the MicroPAVER Certification of Professional Development courses. All Bucknam field technicians are trained using the ACOE survey methodologies and have passed OCTA's prequalification testing (see below).

Inspector Name	Date of ASTM D6433 Training	Training Conducted by
Shaun Russo	2/21/21	OCTA
Aaron Cohadas	2/20/20	OCTA
Josh Logsdon	2/20/20	OCTA
Cade Bucknam	2/20/20	OCTA

Bucknam Infrastructure Group inspectors have attended formal training on pavement condition distress surveys. This training was conducted prior to performing any work using the ASTM D6433-20 protocols, consistent with OCTA's requirements.

- h. **Field data collection safety procedures** – Bucknam field survey techniques utilize the following procedures:
 - a. All vehicles are properly marked or flagged with appropriate sign markings indicating that a "PAVEMENT SURVEY IS IN PROGRESS"
 - b. All vehicles have the proper flashing amber light beacons placed on the top of the vehicle to allow for proper visibility and line-of-site warning
 - c. Large MPAH routes are surveyed using two field technicians to increase traffic control warning and safety
 - d. While parking or stopping along the survey route, vehicles legally park within the right-of-way or use a parking lot
 - e. All field technicians wear ANSI – 105 Class II safety vests

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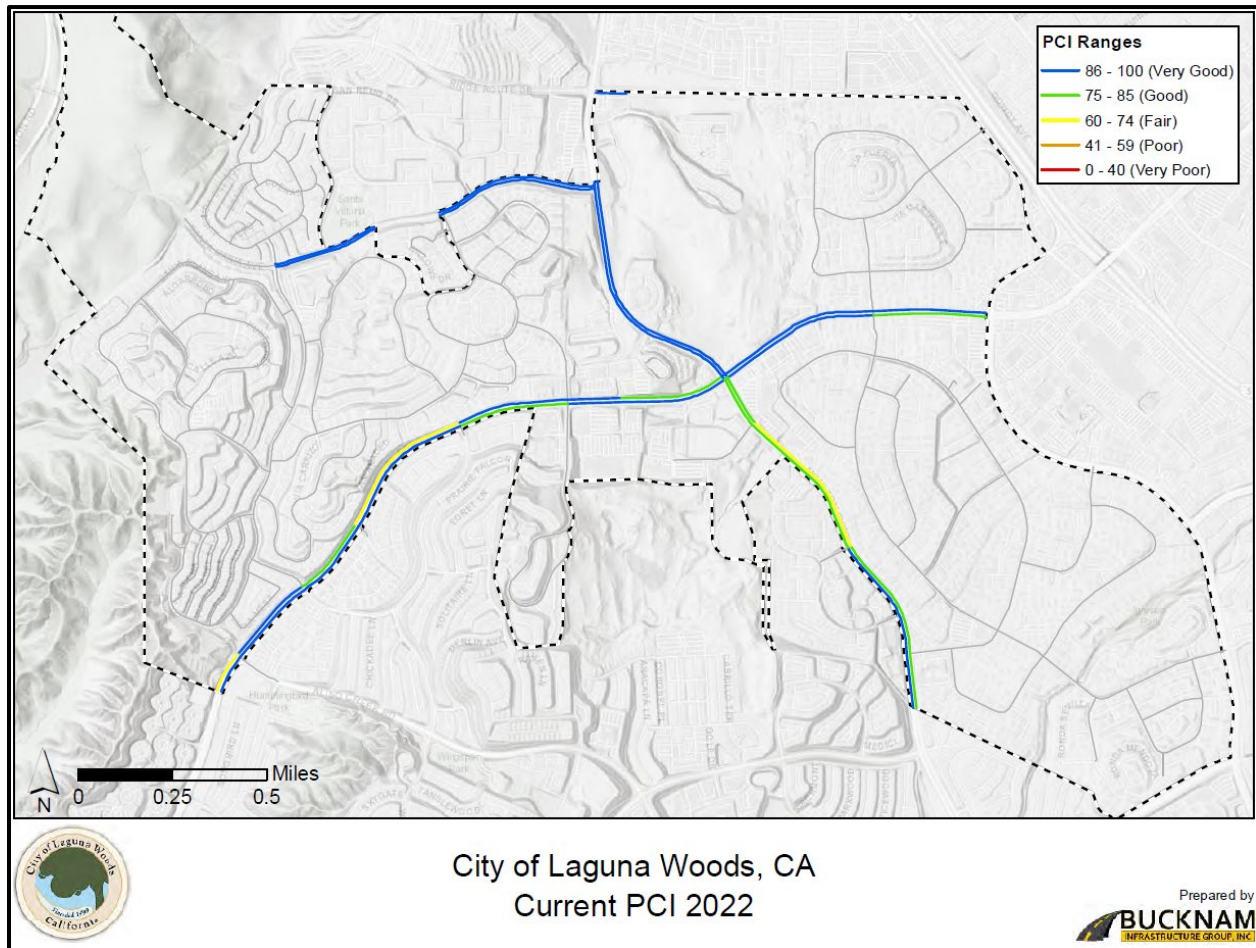
XV. APPENDIX E – PAVEMENT MANAGEMENT DATA FILES

The City of Laguna Woods MicroPAVER database (.e70 file) has been enclosed for City and OCTA use. This data and the associated reporting data includes:

- Street names and limits for the City's public streets
- Street identifiers (Branch ID, Section ID)
- Direction
- Begin and end of section
- Length, width and true areas
- Functional Classification (MPAH)
- Number of travel lanes
- Pavement Condition Index (PCI) and date of inspection
- Type of recommended treatment
- Cost of recommended treatment

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XVI. APPENDIX F – GIS MAPS / CURRENT CONDITIONS



8.2

**FISCAL YEARS 2021-23 BUDGET AND WORK
PLAN & FISCAL YEARS 2021-32 CAPITAL
IMPROVEMENT PROGRAM**

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City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: June 15, 2022 Regular Meeting

SUBJECT: Fiscal Years 2021-23 Budget and Work Plan & Fiscal Years 2021-32 Capital Improvement Program

Recommendation

1. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A NEW 11-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2021-22 THROUGH 2031-32, IN CONFORMANCE WITH MEASURE M2 (OC GO) REQUIREMENTS AND APPLICABLE CITY POLICIES AND DISCRETION

AND

2. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2021-23 BUDGET AND WORK PLAN FOR FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, RELATED TO ADJUSTMENTS OF ROAD MAINTENANCE & REHABILITATION PROGRAM FUND APPROPRIATIONS FOR THE FISCAL YEAR 2022-23 PAVEMENT MANAGEMENT PLAN PROJECT (NORTHBOUND MOULTON

PARKWAY BETWEEN CALLE CORTEZ AND VIA CAMPO VERDE), AND ALLOCATION OF EXISTING FEDERAL GRANTS FUND (AMERICAN RESCUE PLAN ACT (CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS)) APPROPRIATIONS TO SPECIFIC USES

AND

3. Increase the City Manager’s authorization to approve change orders for the contract agreement with iBuild Spectrum, Inc. for the construction of the “City Hall/Public Library Project” by \$157,371 to accommodate door and window replacements and relocations at the existing City Hall building.

AND

4. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING THE ANNUAL APPROPRIATIONS LIMIT (GANN LIMIT) FOR FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, IN ACCORDANCE WITH ARTICLE XIIIB OF THE CALIFORNIA STATE CONSTITUTION

Background

The City Council initially adopted the Fiscal Years 2021-23 Budget and Work Plan & Fiscal Years 2021-32 Capital Improvement Program on June 23, 2021.

July 1, 2022 marks the beginning of Fiscal Year 2022-23, which is the second year of the current two-year budget cycle.

Discussion

Today’s meeting is an opportunity for City Council action, as well as public input, on resolutions that, if adopted, would adopt a new Capital Improvement Program for Fiscal Years 2021-32 and make related budget adjustments and authorizations (attachments A, B, and C). There is also an opportunity for City Council action and public input on a resolution that would adopt the annual appropriations limit for Fiscal Year 2022-23, as required by the California State Constitution (sometimes referred to as the “Gann Limit”) (Attachment C).

Proposed Capital Improvement Project Amendments

- *Eliminated Projects for Fiscal Year 2022-23*
 - Pavement Management Plan Project (Southbound Moulton Parkway between Calle Cortez and South City Limit)
 - This project has been eliminated to align the Capital Improvement Plan with the Fiscal Years 2022-32 Pavement Management Plan.
- *New Projects for Fiscal Year 2022-23*
 - Pavement Management Plan Project (Northbound Moulton Parkway between Calle Cortez and Via Campo Verde)
 - This project has been added to align the Capital Improvement Plan with the Fiscal Years 2022-32 Pavement Management Plan.
 - El Toro Road and Moulton Parkway Water Quality Treatment Project
 - This project is necessary to comply with state-mandated National Pollutant Discharge Elimination System (“NPDES”) requirements. Additional information is included in Attachment D.
 - New allocation of \$186,500 from existing appropriations in the Federal Grants Fund (American Recovery Plan Act (Coronavirus Local Fiscal Recovery Funds))
- *Modifications of Existing Projects for Fiscal Year 2022-23*
 - City Hall/Public Library Project
 - New allocation of \$157,371 from existing appropriations in the Federal Grants Fund (American Recovery Plan Act (Coronavirus Local Fiscal Recovery Funds)) for door and window replacements and relocations at the existing City Hall building
 - The work would include:
 - Replacing the six arched windows/doors on the first floor to match the new library windows/doors (the existing frames are damaged and contain inefficient single-pane glass) (the existing single door from the patio to the Council Chambers would be replaced with double doors to provide enhanced access during special events, including special events with both indoor and outdoor components);

- Relocating the main entrance to the adjacent archway – one archway to the left if viewed from the outside (this would provide enhanced visibility for the entrance once the library is complete and allow the first floor to be remodeled in the future with the entrance moved out of conflict with the existing, interior Council Chambers doors) (until the first floor is remodeled, the relocated entrance would be in-line with the permit counter which, while less than ideal, would prevent windows/doors installed now from needing to be replaced during the future first floor remodel);
 - Replacing three second floor stairwell windows to match the new library windows (the existing frames are damaged and contain inefficient single-pane glass; two have been the source of recent damage due to water intrusion); and
 - Replacing the main stairwell door on the first floor with a new door of comparable type (the existing door is damaged and lacks accessible hardware).
- Additional information is included in Attachment E.
- City-maintained Catch Basins Full Capture Systems Retrofit Project
 - This project is part of the City’s strategy for complying with orders related to the State Water Resources Control Board’s Statewide Water Quality Control Plans for Trash.
 - New allocation of \$84,896 from existing appropriations in the Federal Grants Fund (American Recovery Plan Act (Coronavirus Local Fiscal Recovery Funds)) for projected construction costs
 - A fourth round of competitive bids are currently being solicited for this project, following three unsuccessful rounds of bidding.
- Woods End Wilderness Preserve Trail Drainage and Improvement Project
 - New allocation of \$37,500 from existing appropriations in the Federal Grants Fund (American Recovery Plan Act (Coronavirus Local Fiscal Recovery Funds)) for an existing condition assessment of the Woods End Wilderness Preserve drainage area flowing toward El Toro Road and evaluation of the functionality of the existing debris basins
- *New and Modified Projects for Future Fiscal Years*

- Pavement Management Plan Projects, Fiscal Years 2023-32
 - Changes have been made to align these projects with the Fiscal Years 2022-32 Pavement Management Plan.
- Ridge Route Drive Landscape Project
 - The estimated project cost has increased from \$40,000 (which only included design) to \$286,513 (which includes both design and construction). Design is complete and staff anticipates making a recommendation regarding construction appropriations at the July 20, 2022 regular meeting (tentative).
- City Hall Parking Lot Improvement Project, Fiscal Year 2023-24
 - This project has been added as a placeholder due to the anticipated need to reconstruct City Hall's parking lot following the City Hall/Public Library Project and forthcoming City Hall Electric Vehicle Charging Infrastructure Project. Staff anticipates that this project would include asphalt and concrete work, as well as the addition of new trees/planters where feasible given development constraints.
 - Funding to complete this project would be considered during the Fiscal Years 2023-25 budget development process.

Fiscal Impact

The recommendation would increase appropriations in the Road Maintenance & Rehabilitation Program Fund by \$24,443 to fund the Pavement Management Plan Project (Southbound Moulton Parkway between Calle Cortez and South City Limit). All other actions would be accommodated within existing budgets.

Of the \$3,791,657 the City has budgeted as receiving from the American Rescue Plan Act (Coronavirus Local Fiscal Recovery Funds), \$1,552,044 has already been allocated to the City Hall/Public Library Project. The recommendation would allocate an additional \$466,267 to the following projects as noted:

\$186,500. El Toro Road and Moulton Parkway Water Quality Treatment Project

\$157,371. City Hall/Public Library Project

\$84,896. City-maintained Catch Basins Full Capture Systems Retrofit Project

\$37,500. Woods End Wilderness Preserve Trail Drainage and Improvement Project

Attachments: A – Proposed Resolution (Capital Improvement Program) (*Recommendation #1*)

B – Proposed Resolution (Budget Adjustments) (*Recommendation #2*)

ITEM 8.2

- C – Proposed Resolution (Annual Appropriations Limit) (*Recommendation #4*)
- D – Technical Memorandum from Fuscoe Engineering regarding the El Toro Road and Moulton Parkway Water Quality Treatment Project
- E – Photograph Pertaining to Proposed Windows/Doors Replacement and Relocation for the City Hall/Public Library Project

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A NEW 11-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2021-22 THROUGH 2031-32, IN CONFORMANCE WITH MEASURE M2 (OC GO) REQUIREMENTS AND APPLICABLE CITY POLICIES AND DISCRETION

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

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

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

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

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

WHEREAS, the City has identified the development and adoption of an 11-year CIP that includes both transportation and non-transportation programs and projects as a prudent action to assist with long-term financial planning; and

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

SECTION 1. The City’s 11-Year Capital Improvement Program for Fiscal Years 2021-22 through 2031-32 is adopted in conformance with Measure M2 requirements and applicable City policies and discretion, as attached hereto as Exhibit A and incorporated herein by reference. Exhibit A replaces and supersedes all previous capital improvement programs adopted by the City Council for all or a portion of fiscal years 2021-22 through 2031-32.

SECTION 2. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

ITEM 8.2 - Exhibit A to Attachment A

CITY OF LAGUNA WOODS Fiscal Years 2021-32 Capital Improvement Program Funding Plan - June XX, 2022				
Project Title	Estimated Project Cost	Fiscal Year	Projected Funding	Funding Source
FUNDED AND PARTIALLY FUNDED PROJECTS				
City Hall Refurbishment and Safety Project: Phase 3	250,000	2021-22 2022-23	20,000 230,000 250,000	Capital Projects Fund Capital Projects Fund
City Hall/Public Library Project	2,722,324	2019-20 2020-21 2020-21 2021-22 2021-22	400,000 20,280 500,000 250,000 1,552,044 2,722,324	Capital Projects Fund Capital Projects Fund State of California Grants Fund Capital Projects Fund Federal Grants Fund Note: Federal Grants Fund appropriations per 10/29/22 City Council action
Ridge Route Drive Landscape Project (Partially funded only; construction is unfunded)	286,513 Unfunded: 240,881	2021-22 2021-22	20,000 25,632 45,632	Capital Projects Fund Fuel Tax Fund Note: Original Fuel Tax Fund budget modified by Resolution No. 21-36
Pavement Management Plan Project (Southbound Moulton Parkway between Via Campo Verde and Calle Cortez)	270,600	2021-22	270,600 270,600	Road Maintenance & Rehabilitation Program Fund
Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5	350,000	2021-22	350,000 350,000	Community Development Block Grant (CDBG) Fund
City-maintained Catch Basins Full Capture Systems Retrofit Project	127,833	2020-21 2021-22 2022-23	31,641 11,296 84,896 127,833	Measure M2 (OC Go) Fund Capital Projects Fund Federal Grants Fund Note: Federal Grants Fund appropriations per XX/XX/22 City Council action
El Toro Road and Moulton Parkway Water Quality Treatment Project	186,500	2022-23	186,500 186,500	Federal Grants Fund Note: Federal Grants Fund appropriations per XX/XX/22 City Council action
Pavement Management Plan Project (Northbound Moulton Parkway between Calle Cortez and Via Campo Verde)	334,243	2022-23	334,243 334,243	Road Maintenance & Rehabilitation Program Fund Note: Original RM&RP Fund budget modified by Resolution No. 22-XX
City Hall Electric Vehicle Charging Infrastructure Project	92,500	2022-23	92,500 92,500	Mobile Source Reduction Fund
Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6	150,000	2022-23	150,000 150,000	Community Development Block Grant (CDBG) Fund
Woods End Wilderness Preserve Trail Drainage and Improvement Project	272,560	2022-23 2022-23 2022-23	47,012 188,048 37,500 272,560	Capital Projects Fund State of California Grants Fund Federal Grants Fund Note: Original budgets modified by Resolution nos. 21-39 and 22-02 Federal Grants Fund appropriations per XX/XX/22 City Council action
PLANNED PROJECTS				
City Hall Parking Lot Improvement Project	Not Yet Known	2023-24	Not Yet Known	Not Yet Identified
Pavement Management Plan Project (Westbound El Toro Road between Canyon Wren and Tanager)	325,821	2023-24	125,821 200,000 325,821	Road Maintenance & Rehabilitation Program Fund State of California Grants Fund
Pavement Management Plan Project (Westbound El Toro Road between Tanager and Calle Corta)	195,795	2024-25	195,795 195,795	Road Maintenance & Rehabilitation Program Fund
Pavement Management Plan Project (Northbound Moulton Parkway between City Limits and Calle Cortez)	405,799	2025-26	405,799 405,799	Road Maintenance & Rehabilitation Program Fund
Pavement Management Plan Project (Westbound El Toro Road Calle Corta and City Limits)	335,818	2026-27	335,818 335,818	Road Maintenance & Rehabilitation Program Fund
Pavement Management Plan Project (Eastbound El Toro Road between Canyon Wren and Calle Sonora)	279,766	2027-28	279,766 279,766	Road Maintenance & Rehabilitation Program Fund
Pavement Management Plan Project (North and Southbound Moulton Parkway between Via Campo Verde and El Toro Road)	299,229	2028-29	299,229 299,229	Road Maintenance & Rehabilitation Program Fund
Pavement Management Plan Project (Westbound El Toro Road between Moulton Parkway and Calle Sonora)	421,551	2029-30	421,551 421,551	Road Maintenance & Rehabilitation Program Fund
Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Paseo de Valencia)	283,157	2030-31	283,157 283,157	Road Maintenance & Rehabilitation Program Fund
Pavement Management Plan Project (Westbound El Toro Road between Calle Sonora and Canyon Wren)	314,562	2031-32	314,562 314,562	Road Maintenance & Rehabilitation Program Fund

CITY OF LAGUNA WOODS Fiscal Years 2021-32 Capital Improvement Program Funding Plan - June XX, 2022				
Project Title	Estimated Project Cost	Fiscal Year	Projected Funding	Funding Source
Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 7	150,000	2023-24	150,000 150,000	Community Development Block Grant (CDBG) Fund
Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8	150,000	2024-25	150,000 150,000	Community Development Block Grant (CDBG) Fund
Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 9	150,000	2025-26	150,000 150,000	Community Development Block Grant (CDBG) Fund
Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 10	150,000	2026-27	150,000 150,000	Community Development Block Grant (CDBG) Fund
Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 11	150,000	2027-28	150,000 150,000	Community Development Block Grant (CDBG) Fund
Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 12	150,000	2028-29	150,000 150,000	Community Development Block Grant (CDBG) Fund
Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 13	150,000	2029-30	150,000 150,000	Community Development Block Grant (CDBG) Fund
Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 14	150,000	2030-31	150,000 150,000	Community Development Block Grant (CDBG) Fund
Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 15	150,000	2031-32	150,000 150,000	Community Development Block Grant (CDBG) Fund
UNFUNDED PROJECTS				
El Toro Road Localized Flooding Relief Project	605,000 - 1,003,000	Unscheduled	605,000 - 1,003,000	Not Yet Identified
City Hall Refurbishment and Safety Project: Phase 4	Not Yet Known	Unscheduled	Not Yet Known	Not Yet Identified
City Centre Park Lighting Improvement Project	115,000	Unscheduled	115,000	Not Yet Identified
City Hall Emergency Backup Generator Project	280,000	Unscheduled	280,000	Not Yet Identified
Water Efficient Median Improvement Project (Santa Maria Avenue between Via Visa and Moulton Parkway)	250,000	Unscheduled	250,000	Fuel Tax Fund
TRANSPORTATION-RELATED OPERATIONS & MAINTENANCE				
<i>The following information is included at the direction of the Orange County Transportation Authority. Operations and maintenance expenses are not capital improvement projects.</i>				
	<i>Fiscal Year 2021-22 Budget</i>	<i>Fiscal Year 2022-23 Budget</i>	<i>Fiscal Year 2023-24 Estimate</i>	
Measure M2 (OC Go) Fair Share Expenditures				
Street Lighting - Public Right of Way	29,832	31,026	31,957	
Contract - Traffic Engineering	161,040	167,482	172,506	
Contract - Traffic Signal Maintenance	49,328	52,208	53,774	
Allowable Overhead Costs	650	650	750	
	240,850	251,366	258,987	
	<i>Fiscal Year 2024-25 Estimate</i>	<i>Fiscal Year 2025-26 Estimate</i>	<i>Fiscal Year 2026-27 Estimate</i>	
Measure M2 (OC Go) Fair Share Expenditures				
Street Lighting - Public Right of Way	32,915	33,903	34,920	
Contract - Traffic Engineering	177,682	183,012	188,502	
Contract - Traffic Signal Maintenance	55,387	57,049	58,761	
Allowable Overhead Costs	750	750	750	
	266,735	274,714	282,933	
	<i>Fiscal Year 2027-28 Estimate</i>			
Measure M2 (OC Go) Fair Share Expenditures				
Street Lighting - Public Right of Way	35,968			
Contract - Traffic Engineering	194,158			
Contract - Traffic Signal Maintenance	60,523			
Allowable Overhead Costs	750			
	291,399			

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2021-23 BUDGET AND WORK PLAN FOR FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, RELATED TO ADJUSTMENTS OF ROAD MAINTENANCE & REHABILITATION PROGRAM FUND APPROPRIATIONS FOR THE FISCAL YEAR 2022-23 PAVEMENT MANAGEMENT PLAN PROJECT (NORTHBOUND MOULTON PARKWAY BETWEEN CALLE CORTEZ AND VIA CAMPO VERDE), AND ALLOCATION OF EXISTING FEDERAL GRANTS FUND (AMERICAN RESCUE PLAN ACT (CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS)) APPROPRIATIONS TO SPECIFIC USES

WHEREAS, the Fiscal Years 2021-23 Budget (“Budget”) was adopted by the City Council on June 23, 2021; and

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

WHEREAS, subsequent to the adoption of the Budget, the City Council adopted a Pavement Management Plan for Fiscal Years 2022-32 and amended the Fiscal Years 2021-32 Capital Improvement Program; and

WHEREAS, the “Pavement Management Plan Project (Northbound Moulton Parkway between Calle Cortez and Via Campo Verde)” was added to the Fiscal Years 2021-32 Capital Improvement Program in place of the “Pavement Management Plan Project (Southbound Moulton Parkway between Calle Cortez and South City Limits)” for Fiscal Year 2022-23; and

WHEREAS, it is necessary to increase Fiscal Year 2022-23 appropriations for the Road Maintenance & Rehabilitation Program Fund by \$24,443 to fund the Pavement Management Plan Project (Northbound Moulton Parkway between Calle Cortez and Via Campo Verde) (\$24,443 is the cost difference between the previous and current pavement management plan projects for Fiscal Year 2022-23); and

WHEREAS, with the proposed Budget amendment, the total Pavement Management Plan Project (Northbound Moulton Parkway between Calle Cortez

and Via Campo Verde) budget would be \$334,243 (Road Maintenance & Rehabilitation Program Fund); and

WHEREAS, the unassigned Road Maintenance & Rehabilitation Program Fund balance is projected to have sufficient funds to accommodate the increased appropriations in Fiscal Year 2022-23; and

WHEREAS, the City Council wishes to allocate existing Federal Grants Fund (American Rescue Plan Act (Coronavirus Local Fiscal Recovery Funds)) appropriation to specific uses.

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. 21-20, as previously amended by resolution nos. 21-32, 21-36, 21-39, 22-02, and 22-27, is hereby amended, in its entirety, to read as follows:

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

Fiscal Year 2021-22

	<i>Fiscal Year 2021-22 Adopted Budget</i>	<i>Fiscal Year 2021-22 Carryover Appropriations</i>	<i>Fiscal Year 2021-22 Budget Amendments</i>	<i>Fiscal Year 2021-22 Amended Budget</i>
General Fund	\$6,432,593 (includes transfers to Capital Projects Fund of \$301,296)	-	\$58,240 ^{C,D,E}	\$6,490,833 (includes transfers to Capital Projects Fund of \$301,296)
Capital Projects Fund	\$301,296	\$382,583	\$0 ^{C,D}	\$683,879
Fuel Tax	\$375,514	-	\$5,632 ^B	\$381,146
Road Maintenance & Rehabilitation Program	\$270,600	-	-	\$270,600
Measure M2 (OC Go)	\$240,850	\$31,641	-	\$272,491
Coastal Area Road Improvement and Traffic Signals (CARITS)	-	-	\$262,000 ^A	\$262,000
Service Authority for Abandoned Vehicles	-	-	-	-
Supplemental Law Enforcement Services	\$158,100	-	-	\$158,100
Mobile Source Reduction	-	-	-	-

ITEM 8.2 – Attachment B

PEG/Cable Television	-	-	-	-
Senior Mobility	\$119,000	-	-	\$119,000
Community Development Block Grant (CDBG)	\$350,000	-	-	\$350,000
Federal Grants	\$1,895,829	-	-	\$1,895,829
State of California Grants	\$16,000	\$636,821	-	\$652,821
Laguna Woods Civic Support Fund	\$24,408	-	-	\$24,408
TOTAL	\$9,882,894	\$1,051,045	\$325,872	\$11,259,811

^A Fund Budget Adjustment CC-21/22-1: Coastal Area Road Improvement & Traffic Signals (CARITS) Fund, +\$262,000 (R 21-32). Fund closure authorized.

^B Fund Budget Adjustment CC-21/22-2: Fuel Tax Fund, +\$5,632 (R 21-36).

^C Fund Budget Adjustment CC-21/22-3: Woods End Project, +\$8,897 (R 21-39).

^D Fund Budget Adjustment CC-21/22-4: Woods End Project, -8,897 (R 22-02).

^E Fund Budget Adjustment CC-21/22-5: Cannabis Business Tax Measure, +58,240 (R 22-27).

Fiscal Year 2022-23

	<i>Fiscal Year 2022-23 Adopted Budget</i>	<i>Fiscal Year 2022-23 Carryover Appropriations</i>	<i>Fiscal Year 2022-23 Budget Amendments</i>	<i>Fiscal Year 2022-23 Amended Budget</i>
General Fund	\$6,633,681 (includes transfers to Capital Projects Fund of \$265,591)	-	\$11,421 ^B	\$6,645,102 (includes transfers to Capital Projects Fund of \$277,012)
Capital Projects Fund	\$265,591	-	\$11,421 ^B	\$277,012
Fuel Tax	\$361,360	-	-	\$361,360
Road Maintenance & Rehabilitation Program	\$309,800	-	\$24,443 ^C	\$334,243
Measure M2 (OC Go)	\$251,366	-	-	\$251,366
Coastal Area Road Improvement and Traffic Signals (CARITS)	-	-	-	-
Service Authority for Abandoned Vehicles	-	-	-	-
Supplemental Law Enforcement Services	\$158,100	-	-	\$158,100
Mobile Source Reduction	\$92,500	-	-	\$92,500
PEG/Cable Television	-	-	-	-
Senior Mobility	\$131,000	-	-	\$131,000
Community Development Block Grant (CDBG)	\$150,000	-	-	\$150,000
Federal Grants	\$1,895,828	-	-	\$1,895,828
State of California Grants	\$193,952	-	\$10,096 ^A	\$204,048
Laguna Woods Civic Support Fund	\$24,408	-	-	\$24,408
TOTAL (net transfers to Capital Projects Fund)	\$10,201,995	-	\$45,960	\$10,247,955

^A Fund Budget Adjustment CC-22/23-1: Woods End Project, +\$10,096 (R 22-02).

^B Fund Budget Adjustment CC-22/23-2: Woods End Project, +\$11,421 (R 22-02).

^C Fund Budget Adjustment CC-22/23-3: Pavement Project, +\$24,443 (R 22-XX).

Carryover Appropriations

The budget appropriations authorized by this section reflect the Fiscal Years 2021-23 adopted budgets, plus authorized budget adjustments approved between July 1, 2021 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 following allocations are made from the American Rescue Plan Act (Coronavirus Local Fiscal Recovery Funds) funds budgeted in the Federal Grants Fund. Appropriations not allocated to a specific use total \$1,773,346.

<i>City Council Action</i>	<i>Use</i>	<i>Allocation</i>
10/29/22	City Hall/Public Library Project	\$1,552,044
XX/XX/22	El Toro Road and Moulton Parkway Water Quality Treatment Project	\$186,500
XX/XX/22	City Hall/Public Library Project	\$157,371
XX/XX/22	City-maintained Catch Basins Full Capture Systems Retrofit Project	\$84,896
XX/XX/22	Woods End Wilderness Preserve Trail Drainage and Improvement Project	\$37,500
TOTAL		\$2,018,311

SECTION 3. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING THE ANNUAL APPROPRIATIONS LIMIT (GANN LIMIT) FOR FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA STATE CONSTITUTION

WHEREAS, Article XIII B of the California State Constitution restricts the appropriations growth rate for cities and other local jurisdictions; and

WHEREAS, annual appropriations limits established pursuant to Article XIII B (sometimes referred to as “Gann Limits”) are required to be modified on an annual basis for changes in population and inflation according to calculation methods established by California’s Proposition 111 (1990); and

WHEREAS, in November 2002, Laguna Woods voters established a base annual appropriations limit for the City of \$4,165,544; and

WHEREAS, the City has complied with the provisions of Article XIII B in determining an appropriations limit for Fiscal Year 2022-23; and

WHEREAS, the City has complied with California Government Code Section 7910 by making documentation regarding its determination available for public review at least 15 days prior to adoption.

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

SECTION 1. That the adjustment factors for the annual appropriations limit for Fiscal Year 2022-23 calculation shall be the annual percentage change in Orange County population and the annual percentage change in California per capita personal income, with sources as identified on Exhibit A attached hereto and incorporated herein by reference.

SECTION 2. That the annual appropriations limit for Fiscal Year 2022-23 shall be \$12,651,025, as calculated in Exhibit A attached hereto and incorporated herein by reference.

SECTION 3. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

**CITY OF LAGUNA WOODS
ANNUAL APPROPRIATIONS LIMIT
Fiscal Year 2022-23 Calculation**

Calculation of Appropriations Limit:

Appropriations Limit for Fiscal Year 2021-22	\$ <u>11,790,222</u>
--	----------------------

Adjustment Factors:

Population Change (County of Orange)*	0.9977
Cost of Living (Per Capita Personal Income)*	<u>x 1.0755</u>

Appropriations Limit for Fiscal Year 2022-23	<u>\$12,651,025</u>
--	---------------------

Appropriations Subject to Limitation for Fiscal Year 2022-23	\$4,580,820
--	-------------

* State of California, Department of Finance, *Price and Population Information*. May 2022.
Factors are rounded to four decimal places for presentation purposes.

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TECHNICAL MEMORANDUM

Moulton Parkway WQMP – BMP Compliance Options Summary

PREPARED FOR: City of Laguna Woods

PREPARED BY: Fuscoe Engineering, Inc.

DATE: March 30, 2022

Background and Purpose

Fuscoe Engineering, Inc. (Fuscoe) was contracted by the City of Laguna Woods (City) to identify options to achieve compliance with applicable National Pollutant Discharge Elimination System (NPDES) requirements for the Moulton Widening Project, Segment 3 Phase II from 400' North of El Toro Road to 50' North of Santa Maria Avenue (Project). The Project originally had several Best Management Practices (BMPs) proposed to treat the redevelopment footprint of the Project. However, during construction, some of the BMPs were unable to be constructed due to unforeseen circumstances. Therefore, BMPs must be proposed to treat an equivalent area of the Project to achieve compliance.

The purpose of this memorandum is to summarize the options to achieve equivalent BMP water quality treatment to achieve compliance for the Project. Fuscoe completed a site walk and a review of all Project related documentation (WQMP and as-built plans) as well as performed water quality calculations to present options and a final recommendation to the City.

Methodology and Results

Fuscoe concluded that approximately 1.45 acres of the original Project goes untreated. Several BMP options were assessed and coordinated with the City. After dialogue with City staff, the options below seem most feasible to ultimately design and construct. These include (1) constructing a vegetated swale immediately downstream of the southwest quadrant of the original Project as well as (2) constructing a Modular Wetland System (MWS) near Woods End Wilderness Preserve or another area of the City.

Sizing of the proposed BMPs were done in substantial conformance with the 2017 South Orange County Technical Guidance Document (OC TGD) requirements.



Moulton Parkway Vegetated Swale

The tributary area to the potential swale location surveyed by the City in February/March 2022 is approximately 50,000 sf (1.15 acres) with a water quality flow rate of 0.269 cfs (0.404 cfs with 1.5x multiplier). Utilizing FlowMaster software (see Attachment A), results show that the swale would need to have the following minimum dimensions to provide for this treatment rate:

- Swale length: 162 feet
- Swale bottom width: 8 feet
- Swale top width: 9.05 feet
- Swale slope: 1.5% achieved with check dams

See Attachment B for the proposed vegetated swale exhibit. Based on these parameters, the proposed swale will offset 1.15 acres (79%) of required treatment area. Vegetated swales typically cost \$25/square foot for installation; at 1,692 sf (188' long by 9' wide), as proposed, the vegetated swale would cost approximately \$45,000.

As the total required treatment area is 1.45 acres, an additional BMP is necessary elsewhere throughout the City.

Woods End Wilderness Preserve Modular Wetland System

After discussing the options with the City on February 10th, the Woods End Wilderness Preserve area may be ideal to retrofit with a Modular Wetland System flow based BMP as this area will be undergoing improvements as part of a separate project. The upstream tributary area to the catch basin east of Woods End Wilderness Preserve is approximately 30,000 sf (0.69 acres). However, as the vegetated swale offsets 1.15 acres, the required area to be treated is 0.30 acres. A 100% impervious 0.30 acre area yields a water quality flow rate of 0.071 cfs or 0.106 cfs with the 1.5x multiplier. A single 4x8 MWS unit would be required which takes up 5' width x 9' length. This BMP may be placed near the catch basin east of Woods End Wilderness Preserve, or at another catch basin with adequate dimensions/available parkway area and sidewalk width for this footprint. See Attachment C for an exhibit of this option as well as Attachment D for supporting calculations, a standard detail, and planting options.

A 4x8 MWS unit costs approximately \$32,000 which includes unit price, delivery at job site, and media delivery.



Final Recommendation and Cost Estimate

After discussion with City staff, Fuscoe recommends maximizing the footprint of the vegetated swale off Moulton Avenue as well as incorporating a 4x8 MWS unit near Woods End Wilderness Preserve or other area of the City. This has an estimated total construction cost of \$77,000. This cost does not include design or maintenance, nor does it reflect all potential increases in cost due to present inflation or supply chain disruption. This memorandum and analysis serve as a conceptual level assessment of what is required to achieve compliance for the original Project. Additional scope is required to finalize this direction and ensure these solutions are technically feasible.

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Attachment A - FlowMaster Swale Sizing

VEG-1 Minimum Vegetated Swale Length Required

Length Required:

Where:

$$L = 60 \times t_{HR} \times V_{WQ}$$

L =

Swale Length

feet

 t_{HR} =

Hydraulic Residence Time

minutes

 V_{WQ} =

Design Flow Velocity

feet per second

DMA	Tributary Area (sf)	Tributary Area (ac)	Design Flow (cfs)	t_{HR} (min)	V_{WQ} (feet per second)	Length Required (feet)	Length Provided (feet)	t_{HR} (min) provided
SW Swale	50094	1.15	0.404	10	0.27	162	188	12.34567901

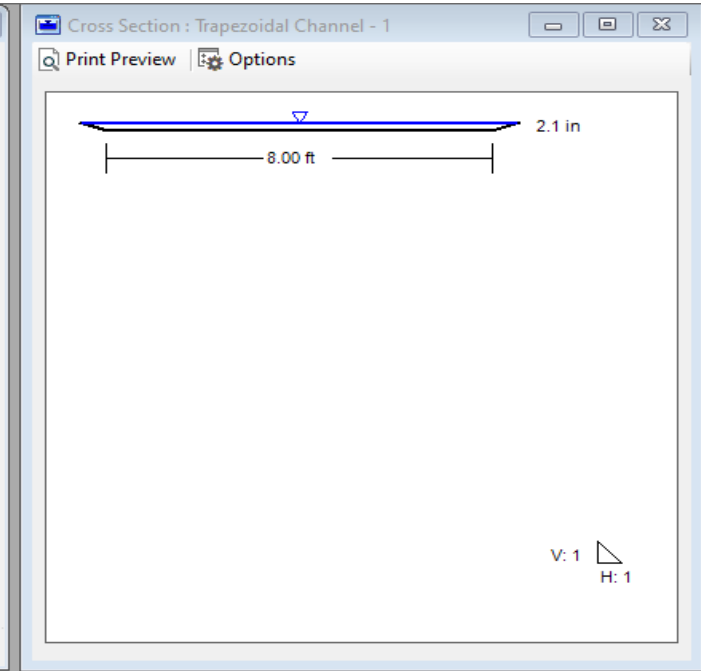
Worksheet : Trapezoidal Channel - 1

Uniform Flow | Gradually Varied Flow | Messages

Solve For: Normal Depth Friction Method: Manning Formula

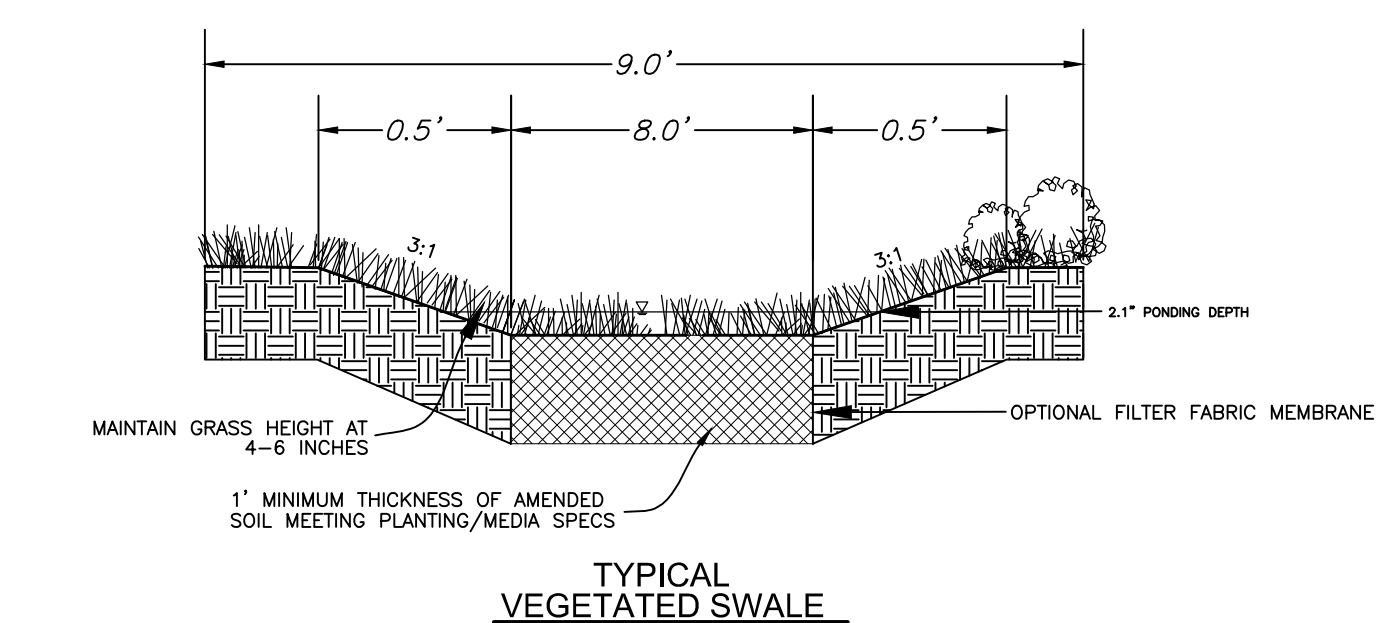
Roughness Coefficient: 0.200	Flow Area: 1.5 ft ²
Channel Slope: 0.015 ft/ft	Wetted Perimeter: 9.1 ft
Normal Depth: 2.1 in	Hydraulic Radius: 2.0 in
Left Side Slope: 3.000 H:V	Top Width: 9.05 ft
Right Side Slope: 3.000 H:V	Critical Depth: 0.5 in
Bottom Width: 8.00 ft	Critical Slope: 1.680 ft/ft
Discharge: 0.40 cfs	Velocity: 0.27 ft/s
	Velocity Head: 0.00 ft
	Specific Energy: 0.18 ft
	Froude Number: 0.118
	Flow Type: Subcritical

Calculation Successful.





Attachment B - Swale Exhibit



VEGETATED SWALE SUMMARY									
DMA	DRAINAGE AREA	IMPERVIOUS-NESS	Qdesign	SWALE LENGTH	SWALE LENGTH	SWALE BOTTOM WIDTH	SWALE PONDING DEPTH	VELOCITY	RESIDENCE TIME
SW	1.15 AC	100%	404 CFS (1.5x Flow)	162 Ft	188 Ft	8.00 Ft	0.175 Ft	0.27 Ft/s	12.35 MIN




Attachment C - MWS Exhibit



Topo: 2018 USGS Aerial Date: 02/02/2022

MWS Exhibit

Laguna Woods, CA



- Catch Basin
- Storm Drain Lines
- Area Draining to Woods End Catch Basin
- MWS-L-4-8, sized for smaller tributary area (~13,000 sf)

N

1 inch = 80 feet

0

80

160

Feet

4/1/2022



Attachment D - MWS Calculations, Detail, and Planting Options

Worksheet 9: Flow-Based Compact Biofiltration with Supplemental Retention Method

		DMA =	MWS	
Part 1: Determine the design storm intensity of the compact biofiltration BMP				
1	Enter the time of concentration, T_c (min) (See E.2.3) (account for upstream detention by increasing T_c to a maximum 60 minutes per Section E.3.5.2 if detention is provided)	$T_c =$	5	min
2	Using Figure E-7 or the figure included in the worksheet, determine the design intensity at which the estimated time of concentration (T_c) achieves 80% capture efficiency, I_1	$I_1 =$	0.26	in/hr
3	Enter capture efficiency corresponding to upstream HSCs and/or upstream BMPs, Y_2 . Attach associated calculations.	$Y_2 =$	0	%
4	Using Figure E-7, determine the design intensity at which the time of concentration (T_c) achieves the upstream capture efficiency (Y_2), I_2	$I_2 =$	0	in/hr
5	Determine the design intensity that must be provided by BMP to achieve 80 percent capture, $I_{\text{design}} = I_1 - I_2$	$I_{\text{design}_80\%} =$	0.26	in/hr
Part 2: Calculate the design flowrate of the compact biofiltration BMP (Section E.2.6)				
6a	Enter DMA area tributary to BMP (s), A (acres)	A =	0.302	acres
6b	Enter DMA Imperviousness, imp (unitless)	imp =	100%	
6c	Calculate runoff coefficient, $c = (0.75 \times \text{imp}) + 0.15$	c =	0.900	
6d	Calculate flowrate to achieve 80 percent capture, $Q_{80\%} = (c \times I_{\text{design}} \times A)$	$Q_{80\%} =$	0.071	cfs
7	Calculate design flowrate, $Q_{\text{design}} = Q_{80\%} \times 150\%$	$Q_{\text{design}} =$	0.106	cfs
Part 3: Demonstrate that Supplemental Retention BMPs Conform to Volume Reduction Targets (Only DMAs Categorized as "Biotreatment with Partial Infiltration")				
8	Describe system, including features to maximize volume reduction (if applicable):			
	<u>Proprietary BioTreatment (BIO-7):</u>			
	Unit Size / Model = MWS-4-8			
	Unit Size / Model Treatment Capacity = 0.115 cfs			
	Number of Units Needed = 1.000			
	Total Bio-treatment Provided = 0.115 cfs			
9	Summarize calculations to demonstrate that volume reduction targets are met, where feasible and applicable.			
Supporting Calculations				
Provide time of concentration assumptions: 5 min T_c				
Graphical Operations				
<p>The graph plots Average Annual Capture Efficiency (%) on the y-axis (0% to 100%) against Design Intensity (in/hr) on the x-axis (0.00 to 0.40). Five solid curves represent different time of concentration (T_c) values: $T_c \geq 60$ minutes (orange), $T_c = 30$ minutes (red), $T_c = 20$ minutes (purple), $T_c = 10$ minutes (green), and $T_c \leq 5$ minutes (brown). A dashed line represents extrapolated data. All curves show that capture efficiency increases with design intensity, with higher T_c values resulting in higher efficiency for a given intensity.</p>				
Provide supporting graphical operations in figure above.				



FLOW RATES

PEAK TREATMENT FLOW RATE
= .116 CFS OR 52.0 GPM

PEAK BYPASS FLOW RATE
= OPTIONAL

SPECIFICATIONS

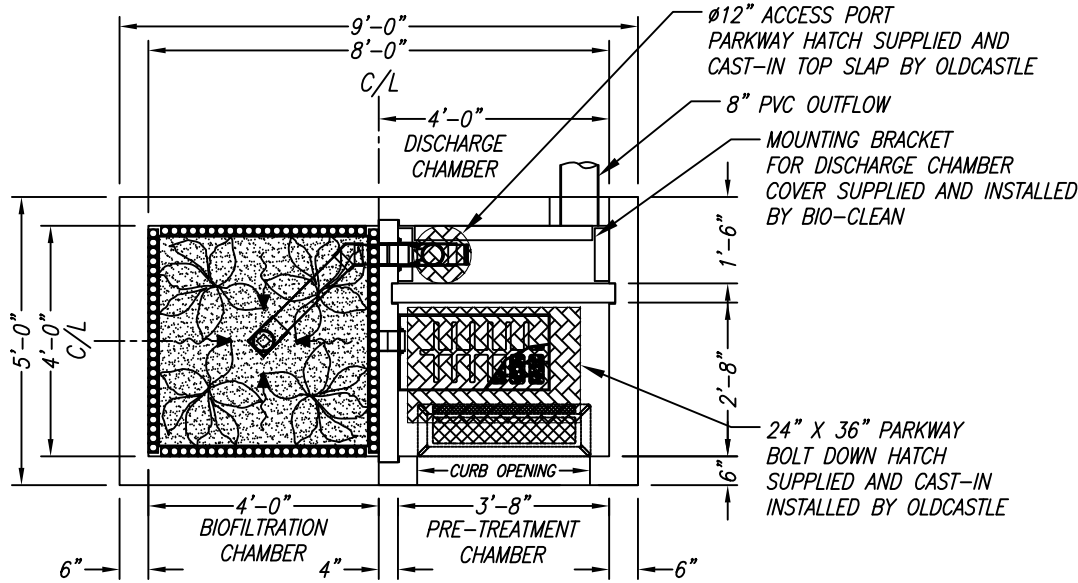
INSTALL AT SURFACE

O.D. DIMENSIONS
= 9' X 5' X 4.7'

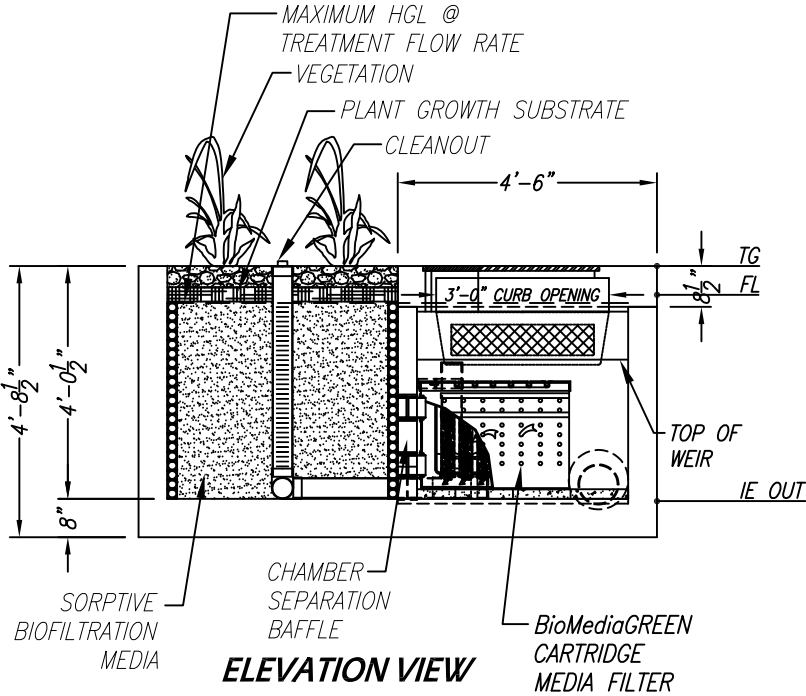
TOP OF CURB TO INVERT OUT
= 4.13'

SEDIMENT STORAGE CAPACITY
= 1000 LBS OR 23.5 CF

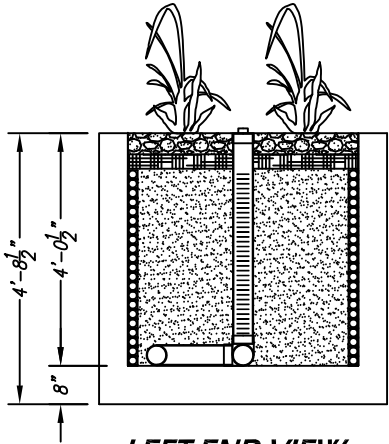
MODULAR WETLAND SYSTEMS - LINEAR 2.0
4-8 CURB TYPE



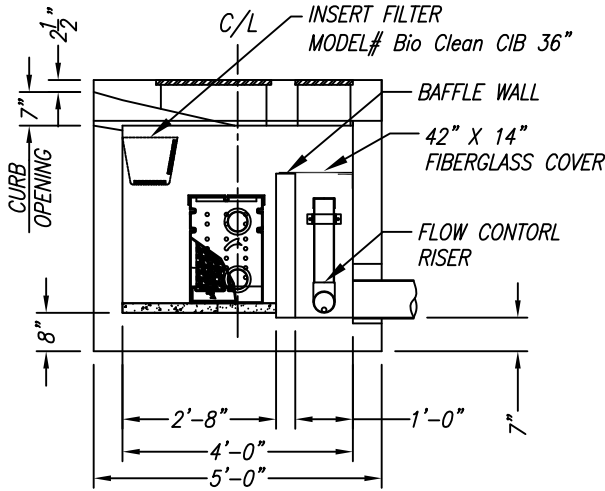
PLAN VIEW



ELEVATION VIEW



LEFT END VIEW
BIOFILTRATION CHAMBER



RIGHT END VIEW
PRETREATMENT/DISCHARGE CHAMBER

LEGEND

- 2" DRAIN CELL PERIMETER INLET WATER TRANSFER SYSTEM
- WETLAND MEDIA
- PLANT/ROOT MOISTURE RETENTION LAYER
- MANHOLE / ACCESS HATCH

INSTALLATION NOTES:

- INSTALL UNIT ON LEVEL BED OF GRAVEL OF AT LEAST 6" IN DEPTH.
- CONCRETE 28 DAY COMPRESSIVE STRENGTH f_c =5,000 PSI.
- REINFORCING: ASTM A-615, GRADE 60.
- RATED FOR PARKWAY LOADING 300 PSF.
- JOINT SEALANT: BUTYL RUBBER SS-S-00210

MODULAR WETLAND SYSTEMS INC.
P.O. BOX 869
OCEANSIDE, CA 92049
www.ModularWetlands.com

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF MODULAR WETLAND SYSTEMS INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF MODULAR WETLAND SYSTEMS INC. IS PROHIBITED.

	NAME	DATE
DRAWN	John	12/27/12
EDITED		

COMMENTS:

TITLE: MWS LINEAR 2.0 CURB TYPE		
SIZE	DWG. NO.	REV
A	MWS-L-4-8-C	
SCALE	1:40	UNITS = INCHES
SHEET 1 OF 1		

ITEM 8.2 - Attachment D

BIOFILTRATION CHAMBER SURFACE AREA CALCS
SIDES = 2
3.7' L x 3.4' H = 12.6 SF
SIDE SURFACE AREA = 25.2 SF
ENDS = 2
3.7' L x 3.4' H = 12.6 SF
END SURFACE AREA = 25.2 SF
TOTAL WETLAND MEDIA SURFACE AREA = 50.4 SF
WETLAND MEDIA LOADING RATE 52.0 GPM / 50.4 SF = 1.03 GPM/SF
PRETREATMENT FILTER SURFACE AREA CALCS
SIDES = 2
0.50' L x 1.67' H = 0.84 SF
SIDE SURFACE AREA = 1.68 SF
ENDS = 2
0.25' L x 1.67' H = 0.42 SF
END SURFACE AREA = 0.84 SF
TOTAL PRETREATMENT SURFACE AREA 2.52 SF x 14 FILTERS = 35.28 SF
PRETREATMENT FILTER LOADING RATE 52.0 GPM / 35.28 SF = 1.47 GPM/SF

Modular Wetland System - Linear® Plants for Hardy Zone 10



Common Name <i>Latin Name</i>	Light Exposure	Hardy Range	Height	Flower Color
canna, canna tropicana, canna lilly <i>Canna X generalis</i>	full sun to partial shade	USDA Zones 8-11	2.5 to 8 feet	yellow, orange, red
Lily-of-the-Nile, African Lily, African Blue Lily <i>Agapanthus spp</i>	full sun to partial shade	USDA Zones 8-11	2 to 4 feet	blue
Vetiveria zizanioides (L.) Nash Vetiver Grass	full sun	USDA Zones 5-11	2 to 8 feet	green
giant wild rye <i>Leymus condensatus</i>	full sun	USDA Zones 3-11	4 to 8 feet	brown
society garlic, pink agapanthus <i>Tulbaghia violacea</i>	full sun to full shade	USDA Zones 7-10	1.5 to 3 feet	lavender
Gulf muhlygrass, mist grass, hairawn muhly <i>Muhlenbergia capillaris</i>	full sun to partial shade	USDA Zones 5-10	2 to 3 feet	pinkish purple
Lindheimer's muhlygrass, blue muhlygrass <i>Muhlenbergia lindheimeri</i>	full sun	USDA Zones 7-11	2 to 4 feet	purple to gray
horsetail, scouring rush, E. prealtum <i>Equisetum hyemale</i>	full sun to light shade	USDA Zones 3-11	2 to 4 feet	n/a
cattail, reed-mace <i>Typha latifolia</i>	full sun	USDA Zones 2-11	3 to 9 feet	brown
papyrus, Egyptian papyrus, bulrushes <i>Cyperus papyrus</i>	full sun to partial shade	USDA Zones 9-11	2 to 10 feet	white
lavender <i>Lavandula L.</i>	sun	USDA Zones 5-10	1 to 2 feet	purple

ITEM 8.2 - Attachment D

palm sedge <i>Carex phyllocephala</i>	full sun to full shade	USDA Zones 7-10	1 to 2 feet	green
lemongrass, oil grass <i>Cymbopogon citratus</i>	full sun to partial shade	USDA Zones 10-11	4 to 6 feet	n/a
umbrella sedge, umbrella plant <i>Cyperus involucratus</i>	full sun to partial shade	USDA Zones 8-11	2 to 6 feet	green/white
feather grass, Mexican needle grass <i>Nassella tenuissima</i>	full sun to partial shade	USDA Zones 7-11	2 to 3 feet	green/brown
sea oats, Chasmanthium paniculatum <i>Uniola paniculata</i>	full sun to partial shade	USDA Zones 6-10	3 to 6 feet	golden/brown
Cape lily, Powell's crinum lily <i>Crinum X powellii</i>	full sun to partial shade	USDA Zones 6-11	3 to 4 feet	white/pink
African iris, fortnight lily, morea iris <i>Dietes iridioides</i>	full sun to partial shade	USDA Zones 8-10	2 to 4 feet	white/purple
whirling butterflies, white gaura <i>Gaura lindheimeri</i>	full sun to partial shade	USDA Zones 5-10	2 to 4 feet	white/pink
daylily <i>Hemerocallis hybrids</i>	full sun to partial shade	USDA Zones 2-10	1 to 3.5 feet	various
Adam's needle, bear grass, weak-leaf yucca <i>Yucca filamentosa</i>	full sun	USDA Zones 5-10	3 to 5 feet	white
brome hummock sedge <i>Carex bromoides</i>	full sun to partial shade	USDA Zones 2-10	1 ft	green

The Modular Wetland System - Linear® standard 22' long system will require 18 to 20 plants. Different size systems will require different plant quantities; please contact us for detailed information.

The plants listed are tolerant to drought and have deep roots to allow for enhanced pollutant removal.

These plants are subject to availability in local areas. If you would like to use a different plant please contact us. We will work with you to ensure the chosen plants work with the projects current landscape theme.

The Modular Wetland System - Linear® should be irrigated like any other planter area. The plants in the system must receive adequate irrigation to ensure plant survival during periods of drier weather. As with all landscape areas the plants within the Modular Wetland System - Linear will require more frequent watering during the establishment period.

For more information please contact at: 760-433-7640

or email: info@modularwetlands.com



8.3
ROAD REPAIR AND ACCOUNTABILITY ACT OF
2017 PROJECT LIST

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: June 15, 2022 Regular Meeting

SUBJECT: 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, REPEALING RESOLUTION NO. 22-14 AND ADOPTING A LIST OF FISCAL YEAR 2022-23 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

Summary

The proposed resolution (Attachment A) identifies the "Pavement Management Plan Project (Northbound Moulton Parkway between Calle Cortez and Via Campo Verde)" as the Fiscal Year 2022-23 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). California Streets and Highways Code Section 2034(A)(1) requires the City Council to identify the projects to receive such funding on an annual basis.

The proposed resolution is drafted to reflect the change in Fiscal Year 2022-23

pavement management plan projects recommended in items 8.1 and 8.2. If those recommendations are approved by the City Council, the proposed resolution will be necessary to repeal an earlier version of the project list and adopt a new project list that aligns with items 8.1 and 8.2.

Attachment: A – Proposed Resolution
Exhibit A – Proposed Project List

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 22-14 AND ADOPTING A LIST OF FISCAL YEAR 2022-23 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, on March 16, 2022, the City Council adopted a Project List for Fiscal Year 2022-23 via Resolution No. 22-14; and

WHEREAS, subsequent to the March 16, 2022 adoption of a Project List for Fiscal Year 2022-23, the City Council adopted an updated Pavement Management Plan and Fiscal Years 2021-32 Capital Improvement Program, which necessitates changes in the Project List; and

WHEREAS, the Fiscal Years 2021-32 Capital Improvement Program identifies the "Pavement Management Plan Project (Northbound Moulton Parkway between Calle Cortez and Via Campo Verde)" as the Fiscal Year 2022-23 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. Resolution No. 22-14 is hereby repealed.

SECTION 2. The Project List attached hereto as Exhibit A is hereby adopted for Fiscal Year 2022-23.

SECTION 3. 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 4. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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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: 2022-23
- Project Title: Pavement Management Plan Project (Northbound Moulton Parkway between Calle Cortez and Via Campo Verde)

Specific Proposed Project Information Description:

- Project Description: This project involves the rehabilitation of approximately 2,150 linear feet of pavement on northbound Moulton Parkway between Calle Cortez and the Via Campo Verde, including asphalt concrete pavement cold milling and repaving.

Location:

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

Legislative Districts:

- Congressional District: 45
- State Senate District: 37
- State Assembly District: 74

Proposed Schedule for Completion:

- Month and year that pre-construction is anticipated to be complete: 11/2022
- Month and year that construction is anticipated to be complete: 6/2023

Estimated Useful Life:

- Minimum: 15 years
- Maximum: 15 years

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8.4 EMPLOYEE POSITIONS, COMPENSATION, AND BENEFITS

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City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
FOR: June 15, 2022 Regular Meeting
SUBJECT: Employee Positions, Compensation, and Benefits

Recommendation

1. Repeal the existing job classifications for the following City employee positions: Administrative Coordinator and Customer Service Representative.

AND

2. Approve a job classification for the following City employee position: Receptionist.

AND

3. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 22-30, AND ESTABLISHING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES

AND

4. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING THE AUTHORIZED CITY

EMPLOYEE POSITIONS FOR FISCAL YEAR 2021-22 COMMENCING
JULY 1, 2021 AND ENDING JUNE 30, 2022, AND FISCAL YEAR 2022-
23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023

Background

The City Manager is responsible for hiring and supervising employees, subject to the City Council's authorization of positions and establishment of compensation and benefits policies. 10 full-time equivalent positions are currently authorized.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on the following proposals:

Restructuring of Front Counter Services – Staff is recommending a new approach to the manner in which front counter services are provided. Building on the recent restructuring of notary public/foreign pension acknowledgement services, which the City Council approved at the adjourned regular meeting on May 26, 2022, the proposed restructuring of front counter services is similarly intended to enhance customer service and improve the overall reliability of services.

As currently structured, front counter services are primarily provided by the City Clerk and a single, full-time Administrative Coordinator. The Administrative Coordinator position is currently vacant and being temporarily filled by a staffing agency. The Accounting Clerk provides backup front counter coverage; however, doing so comes at the expense of that position's regularly assigned duties.

As proposed, the Administrative Coordinator position would be eliminated and up to four new, part-time Receptionists would be hired (the exact number would be determined based on the availability of applicants). The Receptionists would work varying schedules of less than 20 hours per week to collectively provide coverage at least equal to the former Administrative Coordinator position (i.e., the part-time Receptionists would split the formerly full-time position). This pooled approach to staffing would hold multiple benefits, including the following:

1. Increasing the number of front counter staff would limit potential service interruptions (e.g., the need for other City staff to interrupt their regularly assigned duties to provide front counter services due to employee illnesses,

planned or unplanned leave, or vacancies). When a shift lacks coverage, the City Clerk would have an expanded pool of front counter staff to call upon before requesting backup coverage from other City staff.

2. The front counter's regular hours would be extended from 8 a.m.-5 p.m. to 7:30 a.m.-5 p.m. Currently, the permit counter opens at 7:30 a.m., a half-hour before the front counter. With the Administrative Coordinator position, it has not been possible to align the opening of both counters without creating an ongoing obligation to pay overtime wages. A key benefit of aligning the openings is that when customers visit or call City Hall between 7:30 a.m. and 8 a.m., they would be able to speak with front counter staff immediately, rather than having to return at or after 8 a.m. or leave a message.
3. Front counter staff would work until 5:30 p.m. to assist with end-of-day and closing activities. Currently, the Administrative Coordinator's shift ends at 5 p.m. due to the same overtime wages issue that precludes the front counter from opening at the same time as the permit counter. As a result, interacting with customers whose needs are not resolved by 5 p.m. falls on other City staff, as does ensuring that City Hall is empty and locked, and preparing for the next business day. With part-time staffing, there would be increased time for front counter staff to focus on end-of-day customers and complete closing activities prior to the end of their shift.
4. Adding new part-time positions would increase potential staffing for future special events. It is expected that the number of special events will increase following completion of the City Hall/Public Library Project later this year. Increased staffing would be particularly helpful for special events that might occur during City Hall's regular hours of operation when full-time City staff are otherwise engaged in their regularly assigned duties.
5. The new part-time positions would increase opportunities for employment that might be well-suited to residents. While the positions would be open to the general public, staff would plan to advertise in the *Laguna Woods Globe*, in addition to other more conventional avenues.

This restructuring of front counter services could be accomplished without the need for additional budget appropriations. Though the restructuring would increase the authorized number of full-time equivalent positions from 10 to 10.25 (an increase of five hours per week to accommodate regular shifts beginning at 7:30 a.m. and

ending at 5:30 p.m., plus 260 hours to assist with unforeseen circumstances, special projects, and special events), a savings of \$3,646 or more is estimated, as compared to the budget for the Administrative Coordinator position in Fiscal Year 2022-23.

An organization chart depicting staff positions and reporting relationships with the proposed part-time Receptionists is included as Attachment G.

Front Counter Volunteer Program

In preparing recommendations to restructure front counter services, the City Manager and City Clerk specifically considered whether the volunteer program that was suspended due to COVID-19 could be reconstituted to meet staffing needs. Staff determined that, while helpful, reconstituting the volunteer program would necessitate filling the Administrative Coordinator position (or a similar full-time equivalent position) to provide adequate volunteer supervision and cash handling/credit card processing/cashiering services, at which point many of the benefits of the proposed part-time Receptionist approach would be negated.

It is important to note that (1) both the full-time City Clerk and Administrative Coordinator positions existed while the volunteer program was in operation and (2) volunteers never provided cash handling/credit card processing/cashiering services due to the sensitivity of those functions.

The City Manager and City Clerk agree that the proposed part-time Receptionist approach would best meet the City's needs at this time, but still intend to reconstitute the volunteer program in the future – in addition to, but not in lieu of, employed staffing. As City employees, the part-time Receptionists would be trained to provide cash handling/credit card processing/cashiering services.

Job Classification Modifications – To implement the restructuring of front counter services, staff recommends approving a new job classification for the Receptionist position and repealing two job classifications that would no longer be necessary – Administrative Coordinator and Customer Service Representative. The City does not currently employ staff in either job classification recommended for repeal.

Compensation Modifications –

- Modifications to implement the restructuring of front counter services:

Position	Compensation Range (hourly unless otherwise noted)
Administrative Coordinator	Existing: \$22.40-\$31.36 Proposed: N/A – position eliminated
Receptionist	Existing: N/A – new position Proposed: \$17.00-\$23.80
Customer Service Representative	Existing: \$15.00-\$18.00 Proposed: N/A – position eliminated

- Increases of the compensation ranges for six employee positions based on a market survey. Movement within compensation ranges is based on merit and subject to budgetary constraints. This recommendation would directly affect employees who are currently paid below the beginning of their respective position's proposed compensation range.

Position	Compensation Range (annual equivalent unless otherwise noted)
Administrative Services Director/City Treasurer*	Existing: \$115,919-\$162,286 Proposed: \$117,919-\$165,087
City Clerk	Existing: \$72,750-\$101,850 Proposed: \$80,690-\$112,966
Senior Management Analyst	Existing: \$77,951-\$109,132 Proposed: \$80,690-\$112,966
Management Analyst	Existing: \$68,003-\$95,204 Proposed: \$69,263-\$96,969

* This position is currently filled on a part-time basis.

Position	Compensation Range (hourly unless otherwise noted)
Accountant	Existing: \$29.85-\$41.79 Proposed: \$32.78-\$45.89
Accounting Clerk	Existing: \$18.93-\$26.50 Proposed: \$21.51-\$30.11

- Increase of the City Manager's base salary from \$192,525.94 to \$196,376.45 (2%). The City Manager's employment agreement includes an annual base salary adjustment each July 1 in "the amount of any increase in the Bureau of Labor Statistics' Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers (CPI-U), between April of the then-current

and previous years, not to exceed 2% in any single year.” CPI-U increased by 7.87% between April 2021 and April 2022, resulting in a base salary increase of 2%. City Council action is required at this meeting or at another meeting prior to July 1 (none are currently scheduled) in order to comply with the terms of the City Manager’s employment agreement.

Benefit Modifications –

- The proposed compensation and benefits resolution (attachments D and E) clarifies that eligibility to participate in the California Public Employees’ Retirement System (“CalPERS”) does not extend to employee positions that are excluded in the City’s agreement with CalPERS. In March 2021, the City Council approved a contract amendment with CalPERS that prospectively excluded receptionists and seven other non-career groups of employees from participation in CalPERS (this does not affect eligibility for Social Security). The clarified language in the proposed compensation and benefits resolution is meant to promote consistency with that contract amendment.

Fiscal Impact

The proposed restructuring of front counter services is estimated to result in a savings of \$3,646 or more, as compared to the budget for the Administrative Coordinator position in Fiscal Year 2022-23. The savings is primarily attributable to the proposed part-time Receptionist positions not being eligible to participate in CalPERS due to each working less than an average of 20 hours per week.

Additional costs associated with the proposed compensation modifications could be accommodated within existing budgets. No new or increased appropriations are sought as part of this agenda item.

Attachments: A – Existing Administrative Coordinator Job Classification (*Recommendation #1*)
 B – Existing Customer Service Representative Job Classification (*Recommendation #1*)
 C – Proposed Receptionist Job Classification (*Recommendation #2*)
 D – Proposed Resolution - Compensation and Benefits (clean) (*Recommendation #3*)
 E – Proposed Resolution - Compensation and Benefits (redline) (*Recommendation #3*)
 F – Proposed Resolution - Authorized Positions (*Recommendation #4*)
 G – Proposed Organization Chart with Restructured Front Counter Services



CITY OF LAGUNA WOODS JOB CLASSIFICATION

JOB TITLE: ADMINISTRATIVE COORDINATOR

STATUS: NON-EXEMPT AND AT-WILL

DEFINITION:

Under general supervision, the Administrative Coordinator performs a variety of highly responsible and complex administrative and clerical tasks often of a secretarial nature including, but not limited to, providing front counter services; serving as a notary public; conducting research; purchasing supplies; accepting and processing payments; accepting items and materials for recycling and disposal; scanning and filing records; maintaining calendars; preparing correspondence, flyers, brochures, inventories, logs, minutes, and other written materials; and, organizing and setting up for meetings and events.

ESSENTIAL DUTIES:

The duties assigned include, but are not limited to, all or a variety of, the following:

- Provide services related to City Hall's front counter operation, including reception, switchboard, scheduling, cashiering, administrative support, and clerical services.
- Accept items and materials for recycling and disposal (e.g., handling of electronic waste, light bulbs, batteries, medication, sharps, print cartridges, etc.).
- Assist with the coordination of front counter and records management volunteer programs, including recruiting, training, assisting, and scheduling volunteers.
- Provide notary public services for the City and the general public.
- Certify documents for the City and the general public.
- Receive and respond to public and private inquiries and complaints, including by providing information and referrals, as determined to be appropriate.

- Receive, monitor, provide notices, and conduct research related to public records requests, discovery requests, subpoenas, and similar requests for information.
- Receive, sort, screen, and distribute incoming and outgoing mail.
- Purchase office supplies and equipment.
- Coordinate the maintenance and repair of copiers, printers, and facsimile machines.
- Create, scan, file, and maintain physical and electronic records.
- Prepare, compile, and disseminate qualitative and quantitative documentation and data, including correspondence, news releases, newsletters, brochures, flyers, billing records, reimbursement records, reports, manuals, inventories, logs, minutes, and photographs.
- Schedule and maintain calendars related to the use of City facilities.
- Setup for and cleanup after meetings and events, including by moving, arranging, and configuring tables, chairs, computers, projectors, screens, microphones, and other equipment, as well as food, beverages, waste, and other items and materials.
- Provide support and relief coverage for City and Department employees.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Modern office procedures, methods, and equipment, including computers.
- Responsive customer service practices, including active listening.
- Principles and practices of public administration.
- Principles and techniques of record keeping and filing.

Ability to:

- Perform the essential duties described in this job classification in a professional, timely, and accurate manner with the referenced level and degree of supervision.
- Alphabetize, compare, count, differentiate, measure, assemble, sort, copy, record, classify, compute, tabulate, categorize, and transcribe data and information.

- Train persons with diverse backgrounds.
- Communicate effectively and concisely, including the ability to inform, educate, and persuade persons with diverse backgrounds.
- Communicate in writing effectively and concisely, including with use of proper spelling, grammar, punctuation, and command of the English language.
- Maintain confidentiality and discretion when necessary.
- Maintain professional composure at all times, including when dealing with upset, hostile, and difficult interpersonal interactions.
- Maintain effective organization of multiple activities and assignments in a busy office environment with frequent interruptions.
- Understand, analyze, and interpret data and information using established criteria, in order to determine consequences and identify and select alternatives.
- Understand, analyze, and interpret how to apply ordinances, resolutions, policies, laws, procedures, standards, and practices to complex and variable situations.
- Understand, calculate, and interpret percentages, fractions, and ratios.

Education and Experience:

Any combination of education and experience that provides the knowledge, skills, and abilities necessary for this position is qualifying. A typical way of obtaining the required qualifications is to possess an Associate degree from an accredited college or university with major course work in public administration, business administration, or a similar subject, and one year of full-time work experience involving relevant operations and activities. Possession of a Bachelor's degree; prior experience as a notary public in the State of California; and, prior experience in a municipal administrative support position that involved substantial interaction with the general public is highly desirable.

Licenses/Certifications:

Must possess and maintain a valid Class C California Driver's License and must qualify for and maintain insurability under the City's Vehicle Policy. This position involves the periodic performance of duties and travel that require operation of a personal vehicle.

Within six months of hire, must possess and maintain a valid notary public commission.

PHYSICAL DEMANDS AND ENVIRONMENTAL SETTING:

While performing the duties of this class, employees are frequently required to sit, stand, walk, talk, and hear; use hands to handle, manipulate, feel, move and operate equipment, tools, and controls; and, use hands and arms to reach. Specific vision abilities required

include close, distance, peripheral, and color vision, depth perception, and the ability to adjust focus. Specific hearing abilities required include hearing in the normal audio range with or without correction. Many duties are performed while standing at a counter, which requires frequent walking and transitions from sitting in a sedentary manner at a desk to standing at a counter. Employees are frequently required to exert physical effort, involving a combination of standing, walking, climbing, balancing, stooping, kneeling, and crouching, as well as carrying, lifting, pushing, and pulling objects up to 25 pounds.

While the duties of this class are primarily performed in an office setting with low to moderate noise and regular interruption, employees may also be frequently required to travel and work in other settings (e.g., meetings and events). Employees are required to handle and process, according to City protocols, items and materials for recycling and disposal including, but not limited to, certain types of electronic waste, light bulbs, batteries, medication, sharps, and print cartridges that may result in exposure to odors, fumes, dust, hazardous substances, and other irritants.

Tools and Equipment:

Must possess the knowledge and ability to effectively use computers, copiers, scanners, calculators, facsimile machines, microfiche readers, telephones, digital cameras, and other measuring devices to collect data and information. Ability to use computers includes the knowledge and ability to input, query, and maintain information in software such as Microsoft Windows, Outlook, Excel, PowerPoint, and Internet Explorer, as well as the City's cashing and records software, as may change from time-to-time.

OTHER NOTICES:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is a similar, related, or logical assignment.

The selection process for this position will include fingerprinting; a State Department of Justice criminal background check; reference checks; confirmation of education claims, licenses, and certifications; and, a physical medical examination.

This position is not exempt under the Fair Labor Standards Act.

Pursuant to California Government Code Section 36506, neither this job classification nor any other communication, rule, or regulation shall be construed to provide employees with any tenure or property interest in employment with the City. All City employees serve "at will" and are subject to termination without cause at any time – no exceptions.

All City employees are designated Disaster Service Workers by both State law and City ordinance. Duties when serving as a Disaster Service Worker may be in locations, during hours, and performing work significantly different from the employee's normal duties.

The City is an Equal Employment Opportunity employer and does not discriminate on the basis of any legally protected category (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).

The City provides employment rights and non-discrimination on the basis of disability as established in the Americans with Disabilities Act. Reasonable accommodation may be made to enable a person with a disability to perform this position's essential functions.

Additional laws, rules, and regulations apply to this position.

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CITY OF LAGUNA WOODS JOB CLASSIFICATION

JOB TITLE: **CUSTOMER SERVICE REPRESENTATIVE**

STATUS: **NON-EXEMPT AND AT-WILL**

DEFINITION:

Under general supervision, Customer Service Representatives perform customer service, clerical, and administrative tasks, often of a secretarial nature, including, but not limited to, answering telephones; greeting visitors and members of the public; providing public information; scheduling appointments; accepting and processing payments; accepting items and materials for recycling and disposal; scanning and filing records; and, setting up for and cleaning up after meetings and events.

ESSENTIAL DUTIES:

The duties assigned include, but are not limited to, all or a variety of, the following:

- Provide services related to City Hall's front counter operation, including reception, switchboard, scheduling, cashiering, administrative support, and clerical services.
- Accept items and materials for recycling and disposal (e.g., handling of electronic waste, light bulbs, batteries, medication, sharps, print cartridges, etc.).
- Receive and respond to public and private inquiries and complaints, including by providing information and referrals, as determined to be appropriate.
- Create, scan, file, and maintain physical and electronic records.
- Prepare, compile, and disseminate qualitative and quantitative documentation and data, including correspondence, billing records, reimbursement records, reports, manuals, inventories, logs, photographs, and identification cards.
- Setup for and cleanup after meetings and events, including by moving, arranging, and configuring tables, chairs, computers, projectors, screens, microphones, and

other equipment, as well as food, beverages, waste, and other items and materials.

- Provide support and relief coverage for City and department employees.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Responsive customer service practices, including active listening.
- Modern office procedures, methods, and equipment, including computers.
- Principles of addition, subtraction, multiplication, and division.
- Principles and techniques of record keeping and filing.
- Principles and techniques of cashiering, including balancing receipts.

Ability to:

- Perform the essential duties described in this job classification in a professional, timely, and accurate manner with the referenced level and degree of supervision.
- Alphabetize, compare, count, differentiate, measure, assemble, sort, copy, record, classify, compute, tabulate, categorize, and transcribe data and information.
- Communicate effectively and concisely with persons with diverse backgrounds.
- Demonstrate an awareness and appreciation of local cultural diversity.
- Communicate in writing effectively and concisely, including with use of proper spelling, grammar, punctuation, and command of the English language.
- Maintain confidentiality and discretion when necessary.
- Maintain professional composure at all times, including when dealing with upset, hostile, and difficult interpersonal interactions.
- Understand, analyze, interpret, and apply data and information using established criteria, in order to determine consequences and identify and select alternatives.
- Understand, calculate, and interpret percentages, fractions, and ratios.

Education and Experience:

Any combination of education and experience that provides the knowledge, skills, and abilities necessary for this position is qualifying. A typical way of obtaining the required qualifications is to possess a high school diploma (or equivalent) and three months of work or volunteer experience in a governmental or professional setting. Prior experience in a customer service or cashiering position is highly desirable.

Licenses/Certifications:

Must possess and maintain a valid Class C California Driver's License and must qualify for and maintain insurability under the City's Vehicle Policy. This position involves the periodic performance of duties and travel that require operation of a personal vehicle.

PHYSICAL DEMANDS AND ENVIRONMENTAL SETTING:

While performing the duties of this class, employees are frequently required to sit, stand, walk, talk, and hear; use hands to handle, manipulate, feel, move and operate equipment, tools, and controls; and, use hands and arms to reach. Specific vision abilities required include close, distance, peripheral, and color vision, depth perception, and the ability to adjust focus. Specific hearing abilities required include hearing in the normal audio range with or without correction. Most duties are performed while standing at a counter, which requires frequent walking and transitions from sitting in a sedentary manner at a desk to standing at a counter. Employees are frequently required to exert physical effort involving a combination of standing, walking, climbing, balancing, stooping, kneeling, and crouching, as well as carrying, lifting, pushing, and pulling objects up to 25 pounds.

While the duties of this class are primarily performed in an office setting with low to moderate noise and regular interruption, employees may also be frequently required to travel and work in other settings (e.g., meetings and events). Employees are required to handle and process, according to City protocols, items and materials for recycling and disposal including, but not limited to, certain types of electronic waste, light bulbs, batteries, medication, sharps, and print cartridges that may result in exposure to odors, fumes, dust, hazardous substances, and other irritants.

Tools and Equipment:

Must possess the knowledge and ability to effectively use computers, copiers, scanners, calculators, facsimile machines, microfiche readers, telephones, digital cameras, and other measuring devices to collect data and information. Ability to use computers includes the knowledge and ability to input, query, and maintain information in software such as Microsoft Windows, Outlook, Excel, PowerPoint, and Internet Explorer, as well as the City's cashiering and records software, as may change from time-to-time.

OTHER NOTICES:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is a similar, related, or logical assignment.

The selection process for this position will include fingerprinting; a State Department of

Justice criminal background check; reference checks; confirmation of education claims, licenses, and certifications; and, a physical medical examination.

This position is not exempt under the Fair Labor Standards Act.

Pursuant to California Government Code Section 36506, neither this job classification nor any other communication, rule, or regulation shall be construed to provide employees with any tenure or property interest in employment with the City. All City employees serve “at will” and are subject to termination without cause at any time – no exceptions.

All City employees are designated Disaster Service Workers by both State law and City ordinance. Duties when serving as a Disaster Service Worker may be in locations, during hours, and performing work significantly different from the employee’s normal duties.

The City is an Equal Employment Opportunity employer and does not discriminate on the basis of any legally protected category (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).

The City provides employment rights and non-discrimination on the basis of disability as established in the Americans with Disabilities Act. Reasonable accommodation may be made to enable a person with a disability to perform this position’s essential functions.

Additional laws, rules, and regulations apply to this position.



CITY OF LAGUNA WOODS JOB CLASSIFICATION

JOB TITLE: **RECEPTIONIST**

STATUS: **NON-EXEMPT AND AT-WILL**

DEFINITION:

Under general supervision, Receptionists perform clerical and administrative tasks, often of a customer service and secretarial nature, related to City Hall's front counter.

ESSENTIAL DUTIES:

The duties assigned include, but are not limited to, all or a variety of, the following:

- Provide administrative and clerical services related to City Hall's front counter, including reception, customer service, switchboard, scheduling, and cashing.
- Greet visitors and members of the public.
- Accept items and materials for recycling and disposal (e.g., handling of electronic waste, light bulbs, batteries, medication, sharps, print cartridges, etc.) to the extent that such items and materials are accepted for drop-off at City Hall.
- Receive and respond to public and private inquiries and complaints, including by providing information and referrals to appropriate points of contact.
- Receive, sort, screen, and distribute incoming and outgoing mail.
- Schedule appointments and maintain calendars.
- Create, scan, file, and maintain physical and electronic records.
- Prepare, compile, and disseminate qualitative and quantitative documentation and data, including correspondence, billing records, reimbursement records, incident reports, inventories, logs, photographs, and identification cards.

- Setup for and cleanup after meetings and events, including by moving, arranging, and configuring tables, chairs, computers, projectors, screens, microphones, and other equipment, as well as food, drinks, waste, and other items and materials.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Modern office procedures, methods, tools, and equipment, including computers.
- Responsive customer service practices, including active listening.
- Principles of addition, subtraction, multiplication, and division.

Ability to:

- Perform the essential duties described in this job classification in a professional, timely, and accurate manner with the referenced level and degree of supervision.
- Alphabetize, compare, count, differentiate, measure, assemble, sort, copy, record, classify, compute, tabulate, categorize, and transcribe data and information.
- Communicate effectively and concisely, including the ability to inform, educate, and persuade persons with diverse backgrounds and varying abilities.
- Communicate in writing effectively and concisely, including with use of proper spelling, grammar, punctuation, and command of the English language.
- Maintain confidentiality and discretion when necessary.
- Provide responsive and courteous assistance to members of the public.
- Maintain professional composure and treat others with respect and civility at all times, including during upset, hostile, and difficult interpersonal interactions.
- Maintain effective organization of multiple activities and assignments in a busy office environment with frequent interruptions.
- Understand, analyze, interpret, and apply data and information using established criteria, in order to determine consequences and identify and select alternatives.

Education and Experience:

Any combination of education and experience that provides the knowledge, skills, and abilities necessary for this position is qualifying. A typical way of obtaining the required

qualifications is to possess a high school diploma (or equivalent) and some manner of work, internship, volunteer, or extracurricular experience involving interaction with the general public. Prior experience providing cashiering services is highly desirable.

Licenses/Certifications:

Must possess and maintain a valid Class C California Driver's License and must qualify for and maintain insurability under the City's Vehicle Policy. This position involves the periodic performance of duties and travel that require operation of a personal vehicle.

Must possess and maintain valid first aid (adult, child, and infant), cardiopulmonary resuscitation (CPR), and automated external defibrillator (AED) certification. Employees who do not possess certification prior to their date of hire must obtain certification within six months of their date of hire.

PHYSICAL DEMANDS AND ENVIRONMENTAL SETTING:

While performing the duties of this class, employees are frequently required to sit, stand, walk, talk, and hear; use hands to handle, manipulate, feel, move and operate equipment, tools, and controls; and, use hands and arms to reach. Specific vision abilities required include close, distance, peripheral, and color vision, depth perception, and the ability to adjust focus. Specific hearing abilities required include hearing in the normal audio range with or without correction. Most duties are performed while standing at a counter, which requires frequent walking and transitions from sitting in a sedentary manner at a desk to standing at a counter. Employees are frequently required to exert physical effort involving a combination of standing, walking, climbing, balancing, stooping, kneeling, and crouching, as well as carrying, lifting, pushing, and pulling objects up to 30 pounds.

While the duties of this class are primarily performed in an office setting with low to moderate noise and regular interruption, employees may also be required to travel and work in other settings (e.g., meetings and events), including in outside weather with exposure to rain, humidity, heat, cold, and sunlight.

Employees are required to handle and process, according to City protocols, items and materials for recycling and disposal including, but not limited to, electronic waste, light bulbs, batteries, medication, sharps, and print cartridges, which may result in exposure to odors, fumes, dust, hazardous substances, and other irritants. Employees are also required to provide light janitorial services including, but not limited to, collecting and removing waste, cleaning spills, dusting, and vacuuming, which may result in exposure to odors, fumes, dust, hazardous substances, and other irritants.

Work schedules and hours vary for this class based on the City's needs and include some early mornings, evenings, weekends, and holidays.

Tools and Equipment:

Must possess the knowledge and ability to effectively use computers, copiers, scanners, facsimile machines, cash registers, credit card terminals, calculators, microfiche readers,

digital cameras, telephones, keys, electronic access control devices, and other measuring devices to collect data and information. “Ability to effectively use computers” includes, but is not limited to, the knowledge and ability to input, query, and maintain information in software such as Microsoft Windows, Outlook, Excel, PowerPoint, and Edge, as well as the City’s cashiering, records, scheduling, and multifactor authentication software, as may change from time-to-time.

OTHER NOTICES:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is a similar, related, or logical assignment.

The selection process for this position will include fingerprinting; a State Department of Justice criminal background check; reference checks; confirmation of education claims, licenses, and certifications; and, a physical medical examination.

This position is not exempt under the Fair Labor Standards Act.

Pursuant to California Government Code Section 36506, neither this job classification nor any other communication, rule, or regulation shall be construed to provide employees with any tenure or property interest in employment with the City. All City employees serve “at will” and are subject to termination without cause at any time – no exceptions.

All City employees are designated Disaster Service Workers by both State law and City ordinance. Duties when serving as a Disaster Service Worker may be in locations, during hours, and performing work significantly different from the employee’s normal duties.

The City is an Equal Employment Opportunity employer and does not discriminate on the basis of any legally protected category (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).

The City provides employment rights and non-discrimination on the basis of disability as established in the Americans with Disabilities Act. Reasonable accommodation may be made to enable a person with a disability to perform this position’s essential functions.

Additional laws, rules, and regulations apply to this position.

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 22-30, AND ESTABLISHING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES

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

SECTION 1. Effective June 18, 2022, Resolution No. 22-30 is hereby repealed and replaced by this resolution.

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

Exempt Full-Time Employees (Annual Equivalent)

City Manager	Through June 30, 2022: \$192,525.94 Beginning July 1, 2022: \$196,376.45
Administrative Services Director/ City Treasurer	\$117,919 – \$165,087
City Clerk	\$80,690 – \$112,966
Senior Management Analyst	\$80,690 – \$112,966
Management Analyst	\$69,263 – \$96,969
Deputy City Clerk	\$59,746 – \$83,644

Non-Exempt Full-Time Employees (Hourly Rate)

Senior Accountant	\$35.50 – \$49.70
Accountant	\$32.78 – \$45.89
Accounting Clerk	\$21.51 – \$30.11

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

Receptionist	\$17.00 – \$23.80
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The City Manager is authorized to hire, promote, and compensate employees within established compensation ranges, to offer benefits, to fill any full-time position as a part-time or limited part-time position, and to hire employees for time-limited periods, consistent with City Council-adopted budgets and this resolution.

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

A. Paid Holidays: The City shall observe the following holidays with full-time employees receiving eight hours of compensation for each weekday on which a holiday is observed: Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, and Winter Holiday (December 24 through January 1; when January 1 falls on a Thursday, Winter Holiday shall be observed through January 2). Except for Winter Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed the on prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.

B. Floating Holidays: The City shall provide each full-time employee with two floating holidays per calendar year, equivalent to 16 hours of pay credited the first pay period of each calendar year. Floating holidays are not accrued on a pro-rata basis throughout the calendar year. Full-time employees must be in paid status on regularly scheduled workdays before and after using floating holiday time. Floating holiday time shall be used in increments of eight hours.

Full-time employees may maintain a balance of no more than 16 hours of unused floating holiday time (Floating Holiday Accrual Limit) and shall not accrue additional floating holiday time when the Floating Holiday Accrual Limit has been reached. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued floating holiday time.

C. Retirement: All City employees, including full-time employees, are required to participate in the Social Security system. In addition, the City shall contract with the California Public Employees’ Retirement System (CalPERS) for retirement benefits for all eligible full-time employees, unless excluded in the City’s agreement with CalPERS. Full-time employees considered “classic” by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Full-time employees considered “new members” by

CalPERS shall pay the employee contribution rate established by CalPERS, as may change from time to time.

- D. Retiree Medical: As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who have worked for the City for a minimum of 10 years. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet the 10-year requirement, with each 174 hours counting as one month.
- E. Monthly Benefit Allowance: The City shall provide each full-time employee with a monthly benefit allowance of \$1,000 per month. A portion of the allowance shall be allocated to pay for the employee assistance program and health insurance, as provided in this resolution. The remaining balance of the monthly benefit allowance may be allocated by the employee to elect benefits available through the City's Internal Revenue Code Section 125 Flexible Benefits Plan, in accordance with applicable plan documents. Any amount of the monthly benefit allowance that remains after the allocations described above shall be forfeited. Full-time employees shall be required to make elections for the annual calendar year use of the entirety of monthly benefit allowances during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents.
- F. Employee Assistance Program: The City shall contract for an employee assistance program; enrollment in the program shall be mandatory for all full-time employees. The cost of enrollment in the employee assistance program shall be deducted from each full-time employee's monthly benefit allowance.
- G. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under California law. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all full-time employees unless proof of coverage under a qualifying, alternate non-individual market basic health insurance plan is provided. The cost of enrollment in a CalPERS health plan shall be deducted first from each full-time employee's monthly benefit allowance and then from salary (if necessary).
- H. Flexible Benefits Plan: The City shall contract for the provision of an Internal

Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall be voluntary for all full-time employees. Full-time employees may contribute to the plan by electing to allocate a portion of their monthly benefit allowance and/or through a salary reduction at their sole expense.

- I. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all full-time employees. Full-time employees may contribute to the plan through a salary reduction at their sole expense.
- J. Paid Time Off: Full-time employees shall accrue 160 hours per year of annual paid time off (leave), which may be used for doctors' appointments, personal and family sick time, bereavement leave, jury duty leave, vacation, and personal business. Hours earned are accrued on a pro-rata basis by pay period.

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

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

- A. Paid and Unpaid Holidays: The City shall observe the following holidays with part-time employees receiving eight hours of compensation for each weekday on which a holiday is observed: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Friday after Thanksgiving. The City shall also observe the following unpaid holidays: Winter Holiday (December 24 through January 1; when January 1 falls on a Thursday, Winter Holiday shall be observed through January 2). Except for Winter Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed on the prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.

- B. Floating Holidays: The City shall provide each part-time employee with two floating holidays per calendar year, equivalent to 16 hours of pay credited the first pay period of each calendar year. Floating holidays are not accrued on a pro-rata basis throughout the calendar year. Part-time employees must be in paid status on regularly scheduled workdays before and after using floating holiday time. Floating holiday time shall be used in increments of eight hours and only between December 24 and 31.

Part-time employees may maintain a balance of no more than 16 hours of unused floating holiday time (Floating Holiday Accrual Limit) and shall not accrue additional floating holiday time when the Floating Holiday Accrual Limit has been reached. Upon separation from the City, part-time employees shall be compensated for the balance of their accrued floating holiday time.

- C. Retirement: All City employees, including part-time employees, are required to participate in the Social Security system. Part-time employees who work 1,000 hours or more in a fiscal year, shall be eligible for membership in CalPERS for retirement benefits, unless excluded in the City's agreement with CalPERS. Eligible part-time employees considered "classic" by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Eligible part-time employees considered "new members" by CalPERS shall pay the employee contribution rate established by CalPERS, as may change from time to time.
- D. Retiree Medical: As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who have worked for the City for a minimum of 10 years. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet the 10-year requirement, with each 174 hours counting as one month.
- E. Monthly Benefit Allowance: The City shall provide part-time employees with a monthly benefit allowance of \$800 per month. A portion of the allowance shall be allocated to pay for the employee assistance program and health insurance, as provided in this resolution. The remaining balance of the monthly benefit allowance may be allocated by the employee to elect benefits available through the City's Internal Revenue Code Section 125 Flexible Benefits Plan, in accordance with applicable plan documents. Any amount of the monthly benefit allowance that remains after the allocations described above shall be forfeited. Part-time employees who are provided a monthly

benefit allowance shall be required to make elections for the annual calendar year use of the entirety of monthly benefit allowances during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents.

- F. Employee Assistance Program: The City shall contract for an employee assistance program; enrollment in the program shall be mandatory for all part-time employees. The cost of enrollment in the employee assistance program shall be deducted from each part-time employee's salary or monthly benefit allowance, if provided.
- G. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under California law. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all part-time employees unless proof of coverage under a qualifying, alternate non-individual market basic health insurance plan is provided. The cost of enrollment in a CalPERS health plan shall be deducted first from each part-time employee's monthly benefit allowance and then from salary (if necessary).
- H. Flexible Benefits Plan: The City shall contract for the provision of an Internal Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan through a salary reduction at their sole expense and/or by electing to allocate a portion of their monthly benefit allowance, if provided.
- I. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan through a salary reduction at their sole expense.
- J. Paid Time Off: Part-time employees shall accrue 160 hours per year of annual paid time off (leave), which shall be pro-rated based on the number of hours regularly worked less than 40 hours per week. Paid time off may be used for doctors' appointments, personal and family sick time, bereavement leave, jury duty leave, vacation, and personal business. Paid time off may also be used up to the number of hours regularly worked during unpaid holidays that fall on weekdays (less any floating holiday time used). Hours earned are accrued

on a pro-rata basis by pay period.

Part-time employees may maintain a balance of no more than 300 hours of paid time off (Leave Accrual Limit) and shall cease to accrue additional paid time off when the Leave Accrual Limit has been reached. When a part-time employee's balance of paid time off falls below the Leave Accrual Limit, accrual shall resume beginning with the first pay period following the pay period in which the balance of paid time off fell below the Leave Accrual Limit. Upon separation from the City, part-time employees shall be compensated for the balance of their accrued paid time off.

SECTION 5. All employees who work less than 20 hours per week on a regularly assigned basis shall be considered “limited part-time employees” for the purpose of this resolution. Limited part-time employees shall receive the following benefits:

- A. Retirement: All City employees, including limited part-time employees, are required to participate in the Social Security system.
- B. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all limited part-time employees. Limited part-time employees may contribute to the plan through a salary reduction at their sole expense.
- C. Paid Time Off: After the first 30 calendar days of employment, and every January 1 thereafter, limited part-time employees shall accrue 24 hours of annual paid time off (leave), which may be used for personal illness, to care for a sick family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if the limited part-time employee is a victim of domestic violence, sexual assault, or stalking. Paid time off shall not be used within the first 90 calendar days of employment for new limited part-time employees. There is no accrual or carryover of paid time off between or across calendar years. Upon termination from the City, limited part-time employees shall not be compensated for the balance of their paid time off. If a limited part-time employee separates from and is rehired by the City within one year, previously accrued and unused paid time off shall be reinstated.

SECTION 6. The City Manager is authorized to offer technology allowances

of up to \$79.50 per employee per month to employees who are regularly required to use their personal cellular telephones, personal computers, and/or other personal technology to conduct City business, with the exception of the City Manager. Such technology allowances shall be added to employee compensation and shall be paid in the first pay period of each month, subject to any applicable wage withholding or similar taxes. Employees must be in paid status on regularly scheduled workdays during the first pay period of each month in order to receive payment.

SECTION 7. The City Manager is authorized to offer notary public stipends of \$100 per employee per month to employees who regularly provide notary public and foreign pension acknowledgement services in the course of City business, with the exception of the City Manager. Such notary public stipends shall be added to employee compensation and shall be paid in the first pay period of each month, subject to any applicable wage withholding or similar taxes. Employees must be in paid status on regularly scheduled workdays during the first pay period of each month, and in possession of an active and valid notary public commission from the State of California as of the payroll processing date for the first pay period of each month, in order to receive payment. The City Manager is also authorized to incur and pay, on behalf of the City, costs related to the education and commission of employees who regularly provide notary public services in the course of City business, with the exception of the City Manager.

SECTION 8. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 22-30, AND ESTABLISHING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES

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

SECTION 1. Effective ~~May 18~~June 18, 2022, Resolution No. ~~22-16~~22-30 is hereby repealed and replaced by this resolution.

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

Exempt Full-Time Employees (Annual Equivalent)

City Manager	<u>Through June 30, 2022: \$192,525.94</u> <u>Beginning July 1, 2022: \$196,376.45</u>
Administrative Services Director/ City Treasurer	\$115,919 <u>117,919</u> – \$162,286 <u>165,087</u>
City Clerk	\$72,750 <u>80,690</u> – \$101,850 <u>112,966</u>
Senior Management Analyst	\$77,951 <u>80,690</u> – \$109,132 <u>112,966</u>
Management Analyst	\$68,003 <u>69,263</u> – \$95,204 <u>96,969</u>
Deputy City Clerk	\$59,746 – \$83,644

Non-Exempt Full-Time Employees (Hourly Rate)

Senior Accountant	\$35.50 – \$49.70
Accountant	\$29.85 <u>32.78</u> – \$41.79 <u>45.89</u>
Administrative Coordinator	\$22.40 – \$31.36
Accounting Clerk	\$18.93 <u>21.51</u> – \$26.50 <u>30.11</u>

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

~~Customer Service Representative~~Receptionist
~~\$15.00~~\$17.00 – ~~\$18.00~~\$23.80

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

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

- A. Paid Holidays: The City shall observe the following holidays with full-time employees receiving eight hours of compensation for each weekday on which a holiday is observed: Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, and Winter Holiday (December 24 through January 1; when January 1 falls on a Thursday, Winter Holiday shall be observed through January 2). Except for Winter Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed the on prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.
- B. Floating Holidays: The City shall provide each full-time employee with two floating holidays per calendar year, equivalent to 16 hours of pay credited the first pay period of each calendar year. Floating holidays are not accrued on a pro-rata basis throughout the calendar year. Full-time employees must be in paid status on regularly scheduled workdays before and after using floating holiday time. Floating holiday time shall be used in increments of eight hours.

Full-time employees may maintain a balance of no more than 16 hours of unused floating holiday time (Floating Holiday Accrual Limit) and shall not accrue additional floating holiday time when the Floating Holiday Accrual Limit has been reached. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued floating holiday time.

- C. Retirement: All City employees, including full-time employees, are required to participate in the Social Security system. In addition, the City shall contract with the California Public Employees’ Retirement System (CalPERS) for retirement benefits for all eligible full-time employees, unless excluded in the City’s agreement with CalPERS. Full-time employees considered “classic” by

CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Full-time employees considered “new members” by CalPERS shall pay the employee contribution rate established by CalPERS, as may change from time to time.

- D. Retiree Medical: As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who have worked for the City for a minimum of 10 years. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet the 10-year requirement, with each 174 hours counting as one month.
- E. Monthly Benefit Allowance: The City shall provide each full-time employee with a monthly benefit allowance of \$1,000 per month. A portion of the allowance shall be allocated to pay for the employee assistance program and health insurance, as provided in this resolution. The remaining balance of the monthly benefit allowance may be allocated by the employee to elect benefits available through the City’s Internal Revenue Code Section 125 Flexible Benefits Plan, in accordance with applicable plan documents. Any amount of the monthly benefit allowance that remains after the allocations described above shall be forfeited. Full-time employees shall be required to make elections for the annual calendar year use of the entirety of monthly benefit allowances during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents.
- F. Employee Assistance Program: The City shall contract for an employee assistance program; enrollment in the program shall be mandatory for all full-time employees. The cost of enrollment in the employee assistance program shall be deducted from each full-time employee’s monthly benefit allowance.
- G. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under California law. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all full-time employees unless proof of coverage under a qualifying, alternate non-individual market basic health insurance plan is provided. The cost of enrollment in a CalPERS health plan shall be deducted first from each full-time employee’s monthly benefit allowance and then from salary (if necessary).

- H. Flexible Benefits Plan: The City shall contract for the provision of an Internal Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall be voluntary for all full-time employees. Full-time employees may contribute to the plan by electing to allocate a portion of their monthly benefit allowance and/or through a salary reduction at their sole expense.
- I. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all full-time employees. Full-time employees may contribute to the plan through a salary reduction at their sole expense.
- J. Paid Time Off: Full-time employees shall accrue 160 hours per year of annual paid time off (leave), which may be used for doctors' appointments, personal and family sick time, bereavement leave, jury duty leave, vacation, and personal business. Hours earned are accrued on a pro-rata basis by pay period.

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

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

- A. Paid and Unpaid Holidays: The City shall observe the following holidays with part-time employees receiving eight hours of compensation for each weekday on which a holiday is observed: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Friday after Thanksgiving. The City shall also observe the following unpaid holidays: Winter Holiday (December 24 through January 1; when January 1 falls on a Thursday, Winter Holiday shall be observed through January 2). Except for Winter Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed on

the prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.

- B. Floating Holidays: The City shall provide each part-time employee with two floating holidays per calendar year, equivalent to 16 hours of pay credited the first pay period of each calendar year. Floating holidays are not accrued on a pro-rata basis throughout the calendar year. Part-time employees must be in paid status on regularly scheduled workdays before and after using floating holiday time. Floating holiday time shall be used in increments of eight hours and only between December 24 and 31.

Part-time employees may maintain a balance of no more than 16 hours of unused floating holiday time (Floating Holiday Accrual Limit) and shall not accrue additional floating holiday time when the Floating Holiday Accrual Limit has been reached. Upon separation from the City, part-time employees shall be compensated for the balance of their accrued floating holiday time.

- C. Retirement: All City employees, including part-time employees, are required to participate in the Social Security system. Part-time employees who work 1,000 hours or more in a fiscal year, shall be eligible for membership in CalPERS for retirement benefits, unless excluded in the City's agreement with CalPERS. Eligible part-time employees considered "classic" by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Eligible part-time employees considered "new members" by CalPERS shall pay the employee contribution rate established by CalPERS, as may change from time to time.

- D. Retiree Medical: As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who have worked for the City for a minimum of 10 years. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet the 10-year requirement, with each 174 hours counting as one month.

- E. Monthly Benefit Allowance: The City shall provide part-time employees with a monthly benefit allowance of \$800 per month. A portion of the allowance shall be allocated to pay for the employee assistance program and health insurance, as provided in this resolution. The remaining balance of the monthly benefit allowance may be allocated by the employee to elect benefits available through the City's Internal Revenue Code Section 125 Flexible

Benefits Plan, in accordance with applicable plan documents. Any amount of the monthly benefit allowance that remains after the allocations described above shall be forfeited. Part-time employees who are provided a monthly benefit allowance shall be required to make elections for the annual calendar year use of the entirety of monthly benefit allowances during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents.

- F. Employee Assistance Program: The City shall contract for an employee assistance program; enrollment in the program shall be mandatory for all part-time employees. The cost of enrollment in the employee assistance program shall be deducted from each part-time employee's salary or monthly benefit allowance, if provided.
- G. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under California law. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all part-time employees unless proof of coverage under a qualifying, alternate non-individual market basic health insurance plan is provided. The cost of enrollment in a CalPERS health plan shall be deducted first from each part-time employee's monthly benefit allowance and then from salary (if necessary).
- H. Flexible Benefits Plan: The City shall contract for the provision of an Internal Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan through a salary reduction at their sole expense and/or by electing to allocate a portion of their monthly benefit allowance, if provided.
- I. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan through a salary reduction at their sole expense.
- J. Paid Time Off: Part-time employees shall accrue 160 hours per year of annual paid time off (leave), which shall be pro-rated based on the number of hours regularly worked less than 40 hours per week. Paid time off may be used for doctors' appointments, personal and family sick time, bereavement leave, jury

duty leave, vacation, and personal business. Paid time off may also be used up to the number of hours regularly worked during unpaid holidays that fall on weekdays (less any floating holiday time used). Hours earned are accrued on a pro-rata basis by pay period.

Part-time employees may maintain a balance of no more than 300 hours of paid time off (Leave Accrual Limit) and shall cease to accrue additional paid time off when the Leave Accrual Limit has been reached. When a part-time employee's balance of paid time off falls below the Leave Accrual Limit, accrual shall resume beginning with the first pay period following the pay period in which the balance of paid time off fell below the Leave Accrual Limit. Upon separation from the City, part-time employees shall be compensated for the balance of their accrued paid time off.

SECTION 5. All employees who work less than 20 hours per week on a regularly assigned basis shall be considered “limited part-time employees” for the purpose of this resolution. Limited part-time employees shall receive the following benefits:

- A. Retirement: All City employees, including limited part-time employees, are required to participate in the Social Security system.
- B. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all limited part-time employees. Limited part-time employees may contribute to the plan through a salary reduction at their sole expense.
- C. Paid Time Off: After the first 30 calendar days of employment, and every January 1 thereafter, limited part-time employees shall accrue 24 hours of annual paid time off (leave), which may be used for personal illness, to care for a sick family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if the limited part-time employee is a victim of domestic violence, sexual assault, or stalking. Paid time off shall not be used within the first 90 calendar days of employment for new limited part-time employees. There is no accrual or carryover of paid time off between or across calendar years. Upon termination from the City, limited part-time employees shall not be compensated for the balance of their paid time off. If a limited part-time employee separates from and is rehired by the City within one year, previously accrued and unused paid time off shall be

reinstated.

SECTION 6. The City Manager is authorized to offer technology allowances of up to \$79.50 per employee per month to employees who are regularly required to use their personal cellular telephones, personal computers, and/or other personal technology to conduct City business, with the exception of the City Manager. Such technology allowances shall be added to employee compensation and shall be paid in the first pay period of each month, subject to any applicable wage withholding or similar taxes. Employees must be in paid status on regularly scheduled workdays during the first pay period of each month in order to receive payment.

SECTION 7. The City Manager is authorized to offer notary public stipends of \$100 per employee per month to employees who regularly provide notary public and foreign pension acknowledgement services in the course of City business, with the exception of the City Manager. Such notary public stipends shall be added to employee compensation and shall be paid in the first pay period of each month, subject to any applicable wage withholding or similar taxes. Employees must be in paid status on regularly scheduled workdays during the first pay period of each month, and in possession of an active and valid notary public commission from the State of California as of the payroll processing date for the first pay period of each month, in order to receive payment. The City Manager is also authorized to incur and pay, on behalf of the City, costs related to the education and commission of employees who regularly provide notary public services in the course of City business, with the exception of the City Manager.

SECTION 8. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING THE AUTHORIZED CITY EMPLOYEE POSITIONS FOR FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023

WHEREAS, the Fiscal Years 2021-23 Budget (“Budget”) was adopted by the City Council on June 23, 2021; and

WHEREAS, as a part of the Budget adoption, the City Council authorized City employee positions for each of the applicable fiscal years; and

WHEREAS, staff has recommended amending the authorized City personnel positions for Fiscal Year 2022-23 to add four limited part-time Receptionist positions at a collective full-time equivalency of 1.25.

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

SECTION 1. Effective July 1, 2022, Section 4 of Resolution No. 21-20, as previously amended by Resolution No. 22-17, is hereby amended, in its entirety, to read as follows:

The authorized City personnel positions for fiscal years 2021-22 and 2022-23 are:

Full-time

(1) ACCOUNTANT or SENIOR ACCOUNTANT
(1) ACCOUNTING CLERK
(1) ADMINISTRATIVE SERVICES DIRECTOR/CITY TREASURER
(1) CITY MANAGER
(1) DEPUTY CITY CLERK or CITY CLERK
(4) MANAGEMENT ANALYST or SENIOR MANAGEMENT ANALYST
TOTAL FULL-TIME: 9 FULL-TIME EQUIVALENTS

Limited part-time

(4) RECEPTIONIST [1.25 FULL-TIME EQUIVALENT]
TOTAL LIMITED PART-TIME: 1.25 FULL-TIME EQUIVALENTS

SECTION 2. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

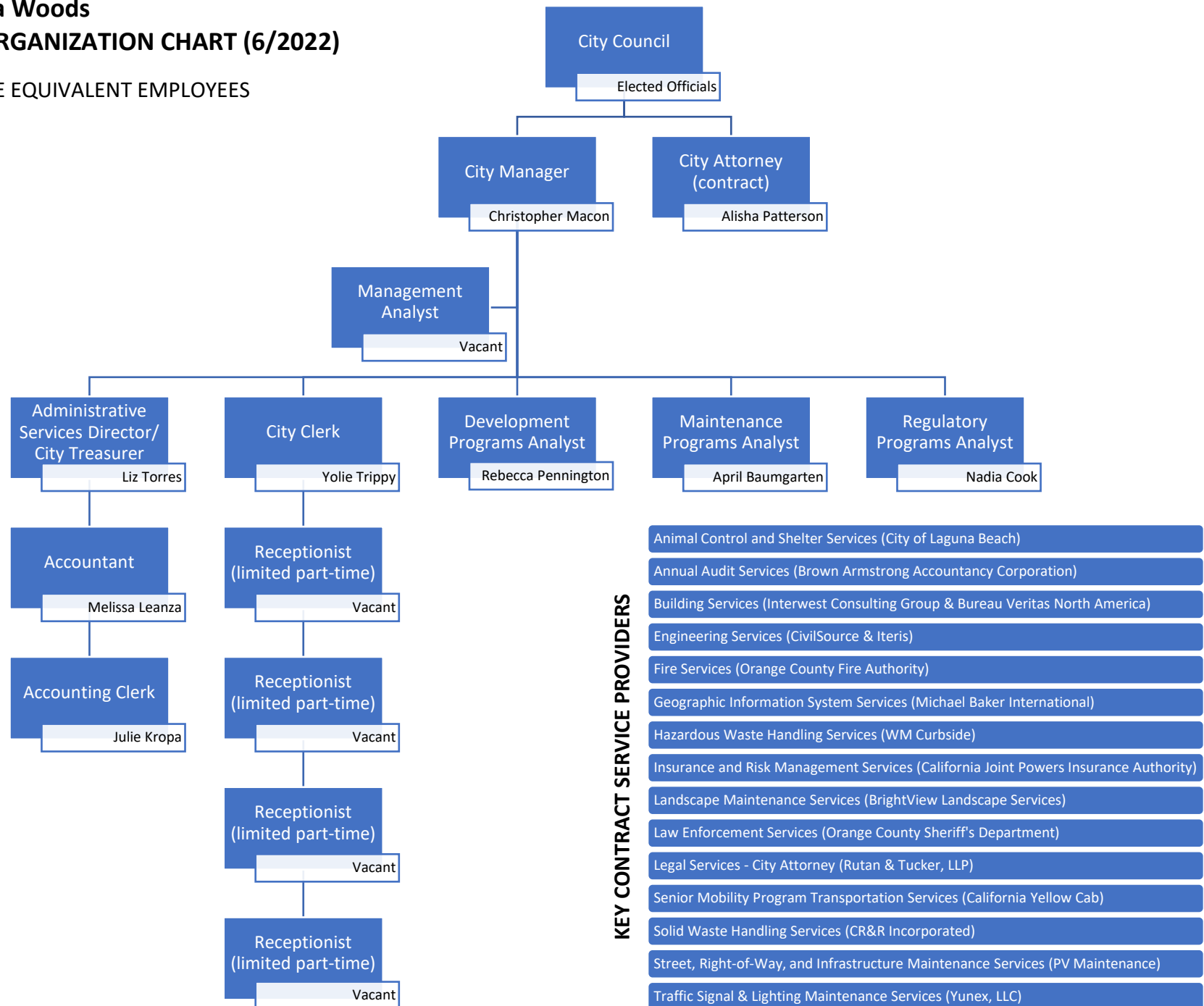
AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

YOLIE TRIPPY, CMC, City Clerk

City of Laguna Woods
PROPOSED ORGANIZATION CHART (6/2022)

10.25 FULL-TIME EQUIVALENT EMPLOYEES

ITEM 8.4 – Attachment G



8.5

**AD HOC ANTI-HATE ADVISORY COUNCIL
COMMITTEE
(AGENDIZED BY COUNCILMEMBER HORNE)
(NO REPORT)**

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8.6
COMPENSATION EQUITY
(AGENDIZED BY MAYOR MOORE)
(NO REPORT)

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8.7

**TRANSPARENCY OF CITY OF LAGUNA
WOODS**

(AGENDIZED BY MAYOR MOORE)

(NO REPORT)

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