

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, March 20, 2024
2:00 p.m.

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

Noel Hatch
Mayor

Shari L. Horne
Mayor Pro Tem

Cynthia Conners
Councilmember



Annie McCary
Councilmember

Carol Moore
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

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

Public Comments/Testimony: The City accepts public comments/testimony in-person and in writing. For more information, please refer to page three of this agenda.

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).

AGENDA DISTRIBUTION LISTS

Electronic Distribution: The City of Laguna Woods provides notification of agenda posting and availability via email. To sign up for email notifications, please visit www.cityoflagunawoods.org/email-notifications, email cityhall@cityoflagunawoods.org, or contact the City Clerk’s Office at (949) 639-0500/TTY (949) 639-0535. Please note that the City is not responsible for, and makes no guaranties or warranties related to, the transmission or receipt of email notifications.

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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.

/s/ Yolie Trippy
YOLIE TRIPPY, CMC, City Clerk

3/15/24
Date

OPTIONS FOR PUBLIC COMMENTS/TESTIMONY

1. In-Person

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 by submitting a speaker card to City staff or proceeding to the podium, one-by-one, at the time an item is considered.

Members of the public wishing to address the City Council on items *not* appearing on this agenda may do so during Item V.

Each speaker will have the opportunity to speak for up to three minutes once per agenda item, unless otherwise allowed by the City Council.

Speakers are requested, but not required, to identify themselves, both on speaker cards and in comments/testimony. Speakers are advised that their names and any information submitted on speaker cards or otherwise provided in writing to the City may be disclosed or become a matter of public record. No speaker should expect privacy of such information.

2. In Writing

Written public comments/testimony may be delivered to Laguna Woods City Hall (24264 El Toro Road, Laguna Woods, CA 92637) or sent via email (cityhall@cityoflagunawoods.org) provided that they are received by the City prior to 2:00 p.m. on the day of this meeting.

Written public comments/testimony will be provided to the City Council and included in the City Clerk's written record of this meeting.

Parties submitting written public comments/testimony are requested, but not required, to identify themselves. Parties are advised that their names, email addresses, and any information submitted in writing to the City may be disclosed or become a matter of public record. No party should expect privacy of such information.

STREAM THIS MEETING ONLINE

This meeting will be live streamed on Zoom (audio and/or video).

- Visit www.zoom.us
- Click on "Join" toward the top right of the webpage
- Enter the following meeting ID: 844 5373 8815
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 947829
- Enter a name and email address as required by Zoom

Please note that information you enter into Zoom may be publicly visible and/or visible to the City. No party should expect privacy of such information.

I. CALL TO ORDER

Introductory Notes:

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II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Lifesaving Actions on February 25, 2024 – Annie McCary

Recommendation: Receive and file a presentation from the Orange County Fire Authority.

4.2 American Red Cross Month – March 2024

Recommendation: Approve and present a proclamation.

4.3 Presentation Regarding City of Hope Orange County – Rachel Mashburn, Director of Pharmacy, City of Hope Orange County

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. Pursuant to state law, the City Council is unable to take action on such items, but may ask clarifying questions of the speaker, engage in brief discussion, refer items to City staff, and/or schedule items for consideration at future meetings.

VI. CITY TREASURER’S REPORT

6.1 City Treasurer’s Report

Recommendation: Receive and file the City Treasurer’s Report for the month of February 2024.

VII. 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 or City staff requests that specific items be removed from the Consent Calendar for separate discussion and consideration of action. Members of the public may address the City Council on items appearing on the Consent Calendar regardless of whether an item is removed for separate discussion and consideration of action.

7.1 City Council Minutes

Recommendation: Approve the City Council meeting minutes for the adjourned regular meeting on January 31, 2024, the special meeting on February 21, 2024, and the regular meeting on February 21, 2024.

7.2 Warrant Register

Recommendation: Approve the warrant register dated March 20, 2024 in the amount of \$1,002,324.28.

7.3 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 for an

extension of an agreement with NV5, Inc.

AND

2. Approve an extension of the agreement with NV5, 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.

7.4 General Plan Annual Report

Recommendation:

1. Receive and file the General Plan Annual Report prepared to satisfy the requirements of California Government Code Section 65400(a)(2) for the 2023 calendar year.

AND

2. Direct the City Manager to file the General Plan Annual Report for the 2023 calendar year with the Governor's Office of Planning and Research and California Department of Housing and Community Development no later than April 1, 2024.

7.5 Designated Agenda Posting Locations

Recommendation: Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 17-30 AND DESIGNATING POSTING LOCATIONS FOR AGENDAS FOR CITY COUNCIL AND OTHER MEETINGS AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 54954.2

VIII. PUBLIC HEARINGS

8.1 Businesses Title of Laguna Woods Municipal Code

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 6.02.010 AND 6.04.010 AND REPEALING CHAPTERS 6.06, 6.08, 6.10, 6.14, 6.16, AND 6.18 OF TITLE 6 (BUSINESSES) OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO REGULATIONS, LICENSING REQUIREMENTS, AND OTHER PROVISIONS APPLICABLE TO BUSINESSES OPERATING IN LAGUNA WOODS, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

IX. CITY COUNCIL BUSINESS

9.1 Annual Audit Services

Recommendation:

1. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(d) related to a minimum number of competitive bids for an agreement with CliftonLarsonAllen LLP for annual audit services.

AND

2. Approve an agreement with CliftonLarsonAllen LLP for annual audit services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

9.2 Pavement Management Plan

Recommendation: Adopt a resolution titled:

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, AND ADOPTING A PAVEMENT MANAGEMENT PLAN FOR FISCAL YEARS 2024-25 THROUGH 2033-34

9.3 Advanced Transportation Management Solution

Recommendation:

1. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, INCREASING FUEL TAX FUND APPROPRIATIONS TO TRANSITION THE ADVANCED TRANSPORTATION MANAGEMENT SOLUTION TO A NEW INTERNET-HOSTED PLATFORM

AND

2. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an agreement with Econolite Systems, Inc. for Centracs® Mobility services.

AND

3. Approve an agreement with Econolite Systems, Inc. for Centracs® Mobility services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney

- 9.4 Southern California Association of Governments' 2024 General Assembly Delegate and Alternate Delegate

Recommendation: Appoint members of the City Council to serve as a delegate and alternate at the Southern California Association of Governments' 2024 General Assembly.

X. 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.

- 10.1 Coastal Greenbelt Authority
Councilmember McCary, First Alternate: Mayor Pro Tem Horne, Second Alternate: Councilmember Conners
- 10.2 Orange County Fire Authority
Mayor Hatch
- 10.3 Orange County Library Advisory Board
Councilmember Moore; Alternate: Councilmember McCary

- 10.4 Orange County Mosquito and Vector Control District
Mayor Pro Tem Horne
- 10.5 San Joaquin Hills Transportation Corridor Agency
Councilmember Conners; Alternate: Mayor Hatch
- 10.6 South Orange County Watershed Management Area
Councilmember Moore; Alternate: Mayor Pro Tem Horne
- 10.7 Liaisons to Community Bridge Builders
Mayor Pro Tem Horne and Councilmember McCary
- 10.8 Other Comments and Reports

XI. CLOSED SESSION

Closed Session Note: While members of the public are not permitted to attend closed session, prior to convening in closed session, the City Council will accept public comments on items appearing on the closed session agenda.

XII. CLOSED SESSION REPORT

XIII. ADJOURNMENT

Next Regular Meeting: Wednesday, April 17, 2024 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

4.1
LIFESAVING ACTIONS OF FEBRUARY 25, 2024
– ANNIE MCCARY
(NO REPORT)

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4.2
AMERICAN RED CROSS MONTH
– MARCH 2024

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Proclamation

City of Laguna Woods

American Red Cross Month

March 2024

WHEREAS, caring for one another is at the heart of our community and exemplified by the residents of Laguna Woods whose simple acts of kindness through the American Red Cross provide help and hope in the most difficult moments; and

WHEREAS, the City of Laguna Woods supports continuing the lifesaving legacy of Clara Barton, who founded the American Red Cross more than 140 years ago to prevent and alleviate human suffering; and

WHEREAS, every day, ordinary individuals lend a helping hand to make an extraordinary difference for neighbors in need – whether it is providing emergency shelter, food and comfort for families displaced by fires and other disasters or donating lifesaving blood for cancer patients, for accident victims, for people with sickle cell disease, as well as other life-threatening conditions; and

WHEREAS, the American Red Cross also supports military members and veterans along with their families and caregivers through the unique challenges of service; using vital skills such as first aid and CPR to help others survive medical emergencies; and

WHEREAS, the American Red Cross also delivers international humanitarian aid and helps reconnect loved ones separated by crises around the world; and

WHEREAS, during March we celebrate the humanitarian spirit of the American Red Cross and reaffirm our commitment to help ensure no one faces a crisis alone

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim March 2024 as “American Red Cross Month” in the City of Laguna Woods and supports the humanitarian mission and accomplishments of the American Red Cross in our city as well as the nation and around the world.

Dated this 20th day of March, 2024

Noel Hatch
Mayor

Attest: Yolie Trippy, CMC
City Clerk

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4.3

**PRESENTATION REGARDING CITY OF HOPE
ORANGE COUNTY – RACHEL MASHBURN,
DIRECTOR OF PHARMACY,
CITY OF HOPE ORANGE COUNTY**

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Rachel Mashburn, PharmD, MPH

Director of Pharmacy

City of Hope Orange County



- Rachel has been the director of pharmacy at City of Hope Orange County for the past two years
- Prior to accepting her job at City of Hope Orange County Rachel Mashburn worked as the Director of Pharmacy Operations for Cedars-Sinai for 13 years
- Rachel currently sits on the board of directors on the Orange County Hispanic Chamber of Commerce
- She earned her Pharm.D. from USC and received her Master's in Public Health from UCLA



OUR MISSION

*Transform the future of health.
Turn science into practical benefit.
Turn hope into reality.*

*Focused on eliminating cancer and
diabetes.*

“City of Hope gave
me my life back.”

Donna McNutt,
Grateful Patient

City of Hope. | ORANGE COUNTY

A NATIONAL CANCER CARE SYSTEM

Los Angeles, CA

Orange County, CA

Phoenix, AZ

Chicago, IL

Atlanta, GA

City of Hope. | ORANGE COUNTY City of Hope is delivering highly specialized cancer care, Phase 1-3 clinical trials, precision medicine and early detection to the nation's sixth most populous county.

Cancer Treatment Centers of America The strategic acquisition of Cancer Treatment Centers of America advances the missions of both organizations, building a national, integrated cancer research and treatment system to transform the future of cancer care.

tgen City of Hope's affiliated family of organizations include Translational Genomics Research Institute (TGen), a leading biomedical research institute, and Access Hope™, which offers access to oncology expertise through employers.

access hope

HOPE makes cancer discoveries that are impacting 100 million lives HERE



City of
Hope[®]

ORANGE
COUNTY

NCCN

National
Comprehensive
Cancer
Network[®]



POINTS OF DISTINCTION

Clinical Cancer Network

- Unique academic/community model
- 1 of 53 NCI-designated comprehensive cancer centers in the nation
- 37 clinical network locations
- More than 600 physicians and 1000 researchers and scientists solely focused on ending cancer
- Magnet recognition for nursing

National Philanthropy

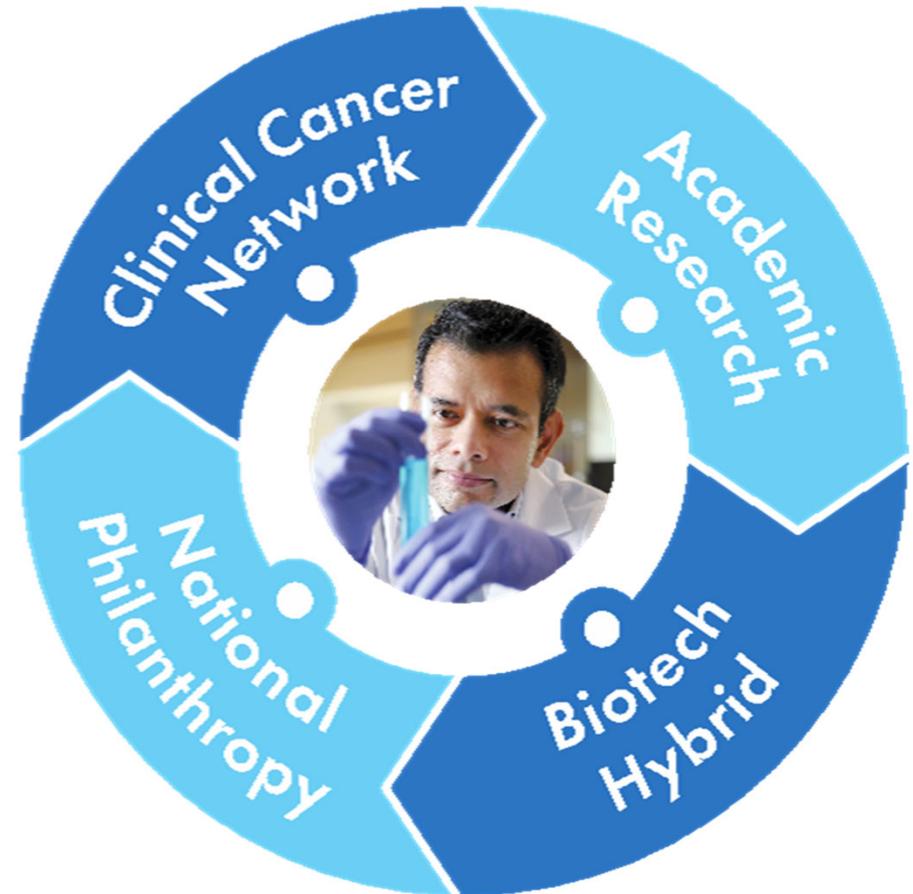
- \$224+ million in FY22
- Top 100 charity nationally for dollars raised
- 15,000 supporters in Orange County

Pioneering Research

- Our discoveries impact more than 100 million lives each year.
- Founding member of National Comprehensive Cancer Network
- 800+ clinical trials
- 1 in 4 patients enrolled in a clinical trial
- Trailblazer in CAR T cell therapy

Biotech Hybrid

- Birthplace of biotech
- 95 IND applications
- 300 patents
- 3 good manufacturing practice (cGMP) facilities
- Developed the technology behind four of the most widely used cancer drugs





Expanded access for MediCal patients through a contract with CalOptima



WHY OC? RESPONDING TO THE NEEDS OF THE COMMUNITY

City of Hope Orange County's presence answers a critical need for the nation's sixth most populous county.

Despite their reputation for healthy living, Orange County residents have not beaten the

1 IN 3

national statistic for **cancer incidence**

Orange County is aging

FASTER

than the national average and cancer risk increases with age

The cancer incidence rate in Orange County is expected to **increase by 18 percent** over the next decade

18%

Nearly **4,000** Orange County patients travel long distances to City of Hope locations

20%

Nearly 20% of cancer patients **leave Orange County** for advanced cancer care, with many traveling to our Duarte campus

2+
HOURS

This commute can last up to **two hours each way**, which creates unnecessary hardship for our patients and their families



“As I walked in, I was full of fear; when I walked out, I was full of hope.”

Grateful Patient Todd Kennedy and wife Diane Kennedy, Residents of Coto De Caza and Supporters of City of Hope

CITY OF HOPE ORANGE COUNTY LENNAR FOUNDATION CANCER CENTER

OPENED AUGUST 22, 2022

- NCI-designated cancer treatment center, connected to the county's only specialty cancer hospital slated to open in 2025
- Four football fields worth of cancer research and treatment
- Medical, surgical and radiation oncology
- Clinical research unit providing access to Phase 1–3 clinical trials
- Infusion center
- Supportive care and family resource center
- Cancer prevention, genomics and precision medicine
- Screenings, diagnostic imaging and interventional radiology
- Outpatient surgery center
- Pharmacy and lab



CANCER SPECIALTY HOSPITAL OPENING IN 2025

- Three more football fields worth of cancer research and treatment
- 122,000 square feet
- 70+ beds both ICU and Medical Surgical
- Inpatient surgery



REGIONAL CANCER RESEARCH AND CLINICAL NETWORK

OUR KEY DIFFERENTIATORS



Clinical Cancer Experts: 1,000+ physicians and scientists



Innovation: Pioneers in bone marrow and stem cell transplants and the latest treatments



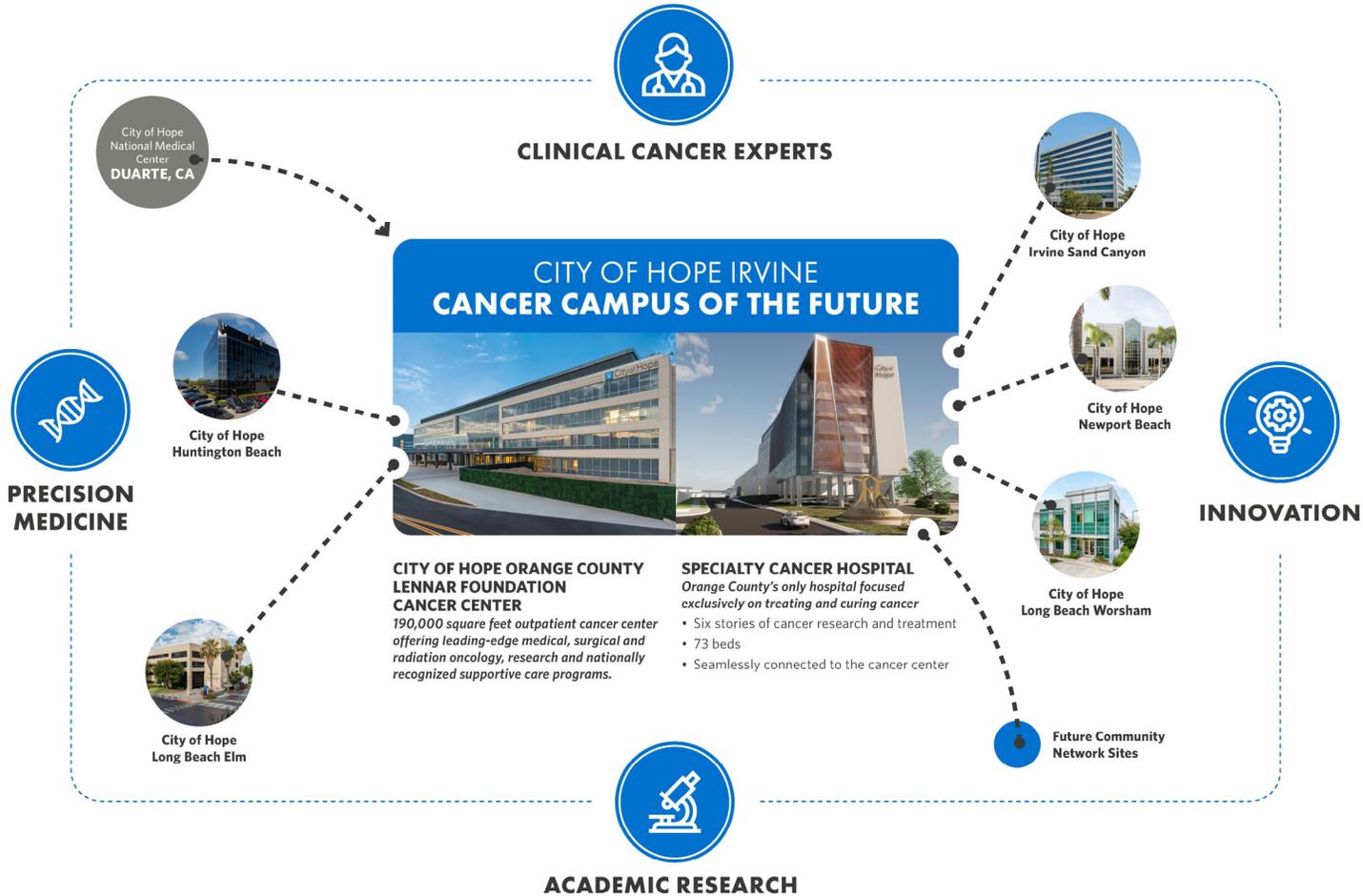
Academic Research: 500+ clinical trials speed discoveries from the bench to the bedside



Birthplace of Biotech: Developed technology behind 4 of most widely used cancer drugs, 1st synthetic human insulin, etc.



Precision Medicine: Preventive diagnostics and therapies that improve outcomes by sequencing the genome of each cancer type at the molecular level



3 THINGS TO REMEMBER

- **Your first shot is your best shot when fighting cancer**

Get a second opinion with experts in your specific cancer at City of Hope Orange County and ensure you're getting the right treatment from the start.

- **Know your health risks**

Cancer affects us all. 1-in-3 Americans will be diagnosed at some point in their lifetime. Stay on top of your screenings. You can schedule them with us.

- **The best way to fight cancer is to prevent it in the first place**

One of the best ways to stop cancer is to adopt healthy habits and work with wellness and genetic counselors. We offer a wide range of programs from cancer prevention and on through survivorship.

866-437-1746 | [CityofHope.org/OC](https://www.cityofhope.org/OC)

THANK YOU

**STAY UP TO DATE
WITH CITY OF HOPE OC
NEWS**



@CityofHopeOC

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6.1
CITY TREASURER'S REPORT

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City Treasurer's Report Monthly Financial Snapshot

Financial Assets IN THE BANK as of February 29, 2024

BY FUND

General Fund **\$10,284,826**

This is the City of Laguna Woods' primary operating fund and is used to account for the proceeds of revenue sources that are not legally restricted or committed to expenditures for specified purposes.

Reserves for paid leave, self-insurance, and general contingencies (collectively totaling \$3,667,800) are also included in this fund.

Special Revenue Funds **\$3,534,531**

These funds are used to account for the proceeds of revenue sources that are legally restricted or committed to expenditures for specified purposes.

Most of these funds are legally restricted for public street purposes.

Total (All Funds) **\$13,819,357**

BY INVESTMENT TYPE

Cash and Cash Equivalents **\$873,094**
6.32% of portfolio

Pooled Money Investment Accounts **\$7,582,093**
54.87% of portfolio

This includes investments in state and county (local) government investment pools.

Investments - Earning **\$5,364,170**
38.82% of portfolio

This includes certificates of deposit.

Total (All Funds) **\$13,819,357**

Financial Assets HELD IN TRUST FUNDS as of February 29, 2024

California Employers' Pension Prefunding Trust Fund (CEPPT) **\$164,814**

• **New Contributions** **\$163,555**

• **Gain/Loss from Month Prior** **\$1,259**

The CEPPT is used to prefund employee pension obligations.

California Employers' Retiree Benefit Trust Fund (CERBT) **\$135,487**

• **New Contributions** **\$0**

• **Gain/Loss from Month Prior** **\$97**

The CERBT is used to prefund statutorily required retiree medical benefits.

Notes: The City of Laguna Woods uses a modified accrual basis of accounting, which generally means that revenues are recognized when a transaction occurs, and expenditures are recognized when obligations are created. As such, this monthly financial snapshot reflects only revenue known and expenditures paid for the month referenced as of the date prepared. In some cases, financial statements from financial dealers, depositories, and institutions may not have been received as of the date prepared and, therefore, some revenue and expenditures may not be reflected. Certificates of deposit may also have accrued interest that is not reflected because it is not yet vested. For more information on the specific information included in this monthly financial snapshot, please refer to the full City Treasurer's Report.

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City of Laguna Woods
City Treasurer's Report
For the Month Ended February 29, 2024

ITEM 6.1

CASH AND INVESTMENTS

	Beginning Balances As of 1/31/24	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 2/29/24	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	\$ 721,800	\$ 566,910	\$ (1,002,324)	\$ 500,000	\$ 786,386	5.69%	
Cash Balances, Multi-Bank Securities (MBS) Account (Note 2 and 4)	\$ 10,948	\$ 14,158	\$ (12,141)	\$ -	\$ 12,964	0.09%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 23,945	\$ 18,364	\$ (14,158)	\$ -	\$ 28,152	0.20%	
Petty Cash	\$ 800	\$ -	\$ -	\$ -	\$ 800	0.01%	
Laguna Woods Civic Support Fund Checking Account	\$ 46,496	\$ 0.18	\$ (1,704)	\$ -	\$ 44,792	0.32%	
Total Cash and Cash Equivalents	\$ 803,990	\$ 599,432	\$ (1,030,327)	\$ 500,000	\$ 873,094	6.32%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF - fair value) (Notes 2 and 3)	\$ 804,092	\$ -	\$ -	\$ -	\$ 804,092	5.82%	
Orange County Investment Pool (OCIP - fair value) (Notes 2 and 3)	\$ 7,254,720	\$ 23,582	\$ (302)	\$ (500,000)	\$ 6,778,000	49.05%	
Total Pooled Money Investment Accounts	\$ 8,058,812	\$ 23,582	\$ (302)	\$ (500,000)	\$ 7,582,093	54.87%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit - non-negotiable (fair value) (Note 2)	\$ 5,374,979	\$ -	\$ -	\$ (10,809)	\$ 5,364,170	38.82%	
Total Investments - Interest and Income Bearing	\$ 5,374,979	\$ -	\$ -	\$ (10,809)	\$ 5,364,170	38.82%	90.00%
TOTAL	\$ 14,237,781	\$ 623,014	\$ (1,030,629)	\$ (10,809)	\$ 13,819,357	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (2,703,353)	\$ 3,489,739	\$ 786,386
Cash Balances, MBS Account	\$ 12,964	\$ -	\$ 12,964
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 28,152	\$ -	\$ 28,152
Petty Cash	\$ 800	\$ -	\$ 800
LAIF	\$ 804,092	\$ -	\$ 804,092
OCIP	\$ 6,778,000	\$ -	\$ 6,778,000
Certificates of Deposit	\$ 5,364,170	\$ -	\$ 5,364,170
Laguna Woods Civic Support Fund Checking Account	\$ -	\$ 44,792	\$ 44,792
Totals	\$ 10,284,826	\$ 3,534,531	\$ 13,819,357

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



City of Laguna Woods
City Treasurer's Report
For the Month Ended February 29, 2024

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)														
91334AAM5	2023-3	UNITED HERITAGE CR	12 months	03/07/23	03/21/23	200,000	199,982	200,000	5.200	Monthly	03/31/23	Green***	5.200	03/21/24
949763ZA7	2019-1	WELLS FARGO BK N A	60 months	04/09/19	04/10/19	245,000	244,365	245,000	2.850	Monthly	05/10/19	Green*	2.850	04/10/24
38150VBG3	2022-2	GOLDMAN SACHS BK USA	24 months	05/24/22	06/01/22	245,000	243,471	245,000	2.900	Semi-Annual	12/01/22	Green*	2.900	06/03/24
89841MAV9	2023-11	TRUSTONE FINL CR UN	12 months	12/05/23	12/13/23	245,000	245,397	245,000	5.350	Monthly	01/13/24	Green***	5.350	12/12/24
98138MBA7	2022-8	WORKERS FED CR UN	24 months	12/09/22	12/16/22	245,000	244,792	245,000	4.950	Monthly	01/16/23	Yellow**	4.950	12/16/24
75472RBB6	2020-1	RAYMOND JAMES BK NATL ASSN	60 months	02/06/20	02/14/20	245,000	237,496	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	96,646	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	239,578	245,000	3.100	Semi-Annual	11/25/22	Green*	3.100	05/27/25
75102EAP3	2023-6	RAIZ FED CR UN	24 months	05/17/23	05/24/23	245,000	245,350	245,000	5.050	Monthly	06/24/23	Yellow**	5.050	05/27/25
37424PAG9	2023-9	GESA CR UN	24 months	07/19/23	07/31/23	245,000	247,058	245,000	5.500	Monthly	08/31/23	Green***	5.500	07/31/25
130162BJ8	2023-12	CALIFORNIA CR UN	24 months	12/06/23	12/15/23	245,000	246,504	245,000	5.150	Semi-Annual	06/15/24	Green***	5.150	12/15/25
00782JAD4	2023-13	ADVIA CR UN	24 months	12/22/23	12/29/23	245,000	245,110	245,000	4.800	Semi-Annual	06/29/24	Green***	4.800	12/29/25
59524LAA4	2023-1	MID CAROLINA CR UN	36 months	03/07/23	03/13/23	200,000	201,250	200,000	4.850	Monthly	04/13/23	Green***	4.850	03/13/26
23204HNV6	2023-4	CUSTOMERS BK	36 months	03/30/23	03/31/23	245,000	246,568	245,000	5.000	Semi-Annual	09/30/23	Green**	5.000	03/31/26
87868YAQ6	2023-7	TECHNOLOGY CR UN	36 months	05/19/23	05/30/23	245,000	247,286	245,000	5.000	Monthly	07/01/23	Green***	5.000	05/29/26
32022RRG4	2022-4	1ST FINL BK USA	48 months	06/15/22	06/24/22	245,000	237,550	245,000	3.150	Monthly	07/24/22	Green*	3.150	06/24/26
2546733P9	2023-5	DISCOVER BK	48 months	03/30/23	04/05/23	245,000	249,116	245,000	4.800	Semi-Annual	10/05/23	Green***	4.800	04/05/27
50625LBN2	2022-3	LAFAYETTE FED CR	60 months	05/24/22	06/15/22	245,000	238,032	245,000	3.250	Monthly	07/15/22	Green***	3.250	06/15/27
14042RUX7	2022-5	CAPITAL ONE NATL ASSN	60 months	10/06/22	10/13/22	245,000	247,818	245,000	4.500	Semi-Annual	04/13/23	Green*	4.500	10/13/27
22282XAB6	2024-1	COVANTAGE CR UN	48 months	01/12/24	01/24/24	245,000	244,437	245,000	4.050	Quarterly	04/24/24	Green***	4.050	01/24/28
90355GCE4	2023-2	UBS BANK USA	60 months	03/07/23	03/08/23	200,000	203,736	200,000	4.600	Monthly	04/08/23	Green*	4.600	03/08/28
89854LAD5	2023-8	TTCU FED CR UN	60 months	07/19/23	07/26/23	245,000	254,114	245,000	5.000	Monthly	08/26/23	Green***	5.000	07/26/28
01882MAH5	2023-10	ALLIANT CR UN	60 months	11/07/23	11/15/23	245,000	258,514	245,000	5.350	Monthly	12/15/23	Green***	5.350	11/15/28
Accrued Interest - Month End							28,152							
Total CDs						5,355,000	5,392,322	5,355,000						

(*) 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. The table 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.

Veribanc Rating System	
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	823,761	804,092	823,761	Note 3	Quarterly	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	6,854,879	6,778,000	6,854,879	Note 3	Monthly	N/A	N/A	N/A	N/A
Total PMIA						7,678,640	7,582,093	7,678,640						

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



City of Laguna Woods
City Treasurer's Report
For the Month Ended February 29, 2024

ITEM 6.1

CASH AND INVESTMENTS

	Beginning Balances As of 1/31/24	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 2/29/24
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (Note 2) (CERBT holds all assets and administers the OPEB Trust)	\$ 135,389	\$ -	\$ (9)	\$ 106	\$ 135,487
Employer Pension Contributions Trust					
CalPERS California Employers' Pension Prefunding Trust (CEPPT) (Note 2) (CEPPT holds all assets and administers the Employer Pension Contributions Trust)	<u>\$ -</u>	<u>\$ 163,555</u>	<u>\$ (22)</u>	<u>\$ 1,281</u>	<u>\$ 164,814</u>
Total Other Funds - Held in Trust	<u>\$ 135,389</u>	<u>\$ 163,555</u>	<u>\$ (31)</u>	<u>\$ 1,387</u>	<u>\$ 300,301</u>

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



City of Laguna Woods

City Treasurer's Report

For the Month Ended February 29, 2024

CASH AND INVESTMENTS

Notes:

Note 1 - Analyzed Checking Account / Monthly activity reported does not reflect February 2024 vendor invoicing processed after the date of this report.

Note 2 - During February 2024, 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 (\$19,668.21) to reflect the fair market value of the investment at June 30, 2023.

OCIP / The City made no deposits to the OCIP account and withdrew \$700,000, which was deposited to the City's checking account for cash flow purposes. The balance includes an adjustment in the amount of (\$76,879.24) to reflect the fair market value of the investment at June 30, 2023.

Investments / There were no maturities of investments. Investments were adjusted in the amount of (\$10,809.20) to report balances at fair market value as of February 29, 2024.

OPEB Trust / The City made no contributions to or withdrawals from the OPEB Trust. The OPEB Trust experienced a net gain of \$97.09 in February 2024.

Employer Pension Contributions Trust / In April 2021, the City elected to participate in the CEPPT. The City made its first contribution in February 2024 and made no withdrawals from the CEPPT account. The Trust experienced a net gain of \$1,259.21 in February 2024.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported in February 2024 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	\$0.00	See Notes	See Notes	April 2024	Total pool interest yield for February 2024 was 4.122% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
OCIP	Monthly	\$23,582.39	November 2023	See Notes	May 2024	Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at February 29, 2024 was \$76,585.83. At February 29, 2024 interest rate was 4.518% and fees were 0.020%, for a net yield of 4.498%.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$14,157.54 and transferred out \$12,141.46 in cash balances to the City's checking account in February 2024. Cash balances to be invested or paid out are classified separately on page 1 of 4. The City's portfolio also has \$28,151.70 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: 2024.03.13
17:12:10 -07'00'

Elizabeth Torres, City Treasurer

7.0
CONSENT CALENDAR SUMMARY

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: March 20, 2024 Regular Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the March 20, 2024 Consent Calendar by single motion and City Council action.

Background

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

Summary

The March 20, 2024 Consent Calendar contains the following items:

- 7.1 Approval of the City Council meeting minutes for the adjourned regular meeting on January 31, 2024 (Attachment A), the special meeting on February 21, 2024 (Attachment B), and the regular meeting on February 21, 2024 (Attachment C).
- 7.2 Approval of the warrant register dated March 20, 2024 in the amount of \$1,002,324.28. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at or from City Hall.
- 7.3 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code

Section 3.06.080(c) related to competitive bidding for an extension of an agreement with NV5, Inc. 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. NV5 (formerly 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 March 31, 2024. NV5 has offered to continue existing pricing with no increase in rates through June 30, 2024. Due to NV5's qualifications and performance to-date; the proposed stability in pricing; and, the City's ongoing capital improvement projects, staff recommends waiving competitive bidding requirements for the proposed extension. Staff released a Request for Proposals ("RFP") for city engineering services on March 14, 2024 and expects to recommend award of an agreement for services beginning July 1, 2024 later this fiscal year.

AND

[2] Approval of an extension of the agreement with NV5, 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 three-month period through June 30, 2024 with no increase in rates or other changes to terms and conditions.

- 7.4 [1] Receive and file the General Plan Annual Report prepared to satisfy the requirements of California Government Code Section 65400(a)(2) for the 2023 calendar year.

AND

[2] Direct the City Manager to file the General Plan Annual Report for the 2023 calendar year with the Governor's Office of Planning and Research and California Department of Housing and Community Development no later than April 1, 2024.

State law requires the City to file a report describing the status of General Plan implementation with the City Council, Governor's Office of Planning and Research, and California Department of Housing and Community Development no later than April 1 of each year [California Government

Code Section 65400(a)(2)]. An electronic version of the Housing Element-related attachments is available at or from City Hall.

- 7.5 Adoption of a resolution repealing Resolution No. 17-30 and designating posting locations for agendas for City Council and other meetings as required by California Government Code Section 54954.2. The proposed resolution would delete an existing requirement for agendas to be posted at the Home Depot Center due to the City's lack of control over that location and the lack of an agreement with the current property owner. State law does not require the City to post agendas at the Home Depot Center.

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7.1
CITY COUNCIL MINUTES

**For additional information on this item,
please refer to Item 7.0 (Consent Calendar Summary).**

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
ADJOURNED REGULAR MEETING
January 31, 2024
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Hatch called the Adjourned Regular Meeting of the City Council of the City of Laguna Woods to order at 2:01 p.m.

II. ROLL CALL

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

All councilmembers participated in-person at the meeting location.

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

All staff participated in-person at the meeting location.

III. PLEDGE OF ALLEGIANCE

Councilmember Conners led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS – None

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Herman Janssen, member of the public, commented on the City’s cannabis storefront retailer ordinance and a cannabis health center proposal.

Mayor Hatch, Councilmember Conners, and City Manager Macon briefly responded to Mr. Janssen’s comments.

VI. CITY TREASURER’S REPORT – None; the monthly City Treasurer’s Report was provided at the regular meeting on January 17, 2024

VII. CONSENT CALENDAR – None

VIII. PUBLIC HEARINGS – None

IX. CITY COUNCIL BUSINESS

9.1 Sidewalk Vending Regulations

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADDING CHAPTER 6.44 TO TITLE 6 (BUSINESSES) OF THE LAGUNA WOODS MUNICIPAL CODE TO REGULATE SIDEWALK VENDORS IN COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 51038 INCLUDING, BUT NOT LIMITED TO, BY ESTABLISHING RESTRICTIONS AND REQUIREMENTS DIRECTLY RELATED TO OBJECTIVE HEALTH, SAFETY, OR WELFARE CONCERNS, AS WELL AS BY ESTABLISHING A PROHIBITION ON STATIONARY SIDEWALK VENDORS IN AREAS THAT ARE ZONED EXCLUSIVELY RESIDENTIAL AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

9.2 Street Racing and Excessive Vehicle Noise Regulations

City Manager Macon made a presentation.

Moved by Mayor Pro Tem Horne, seconded by Councilmember McCary, and carried unanimously on a 5-0 vote, to approve second reading and adopt an ordinance – read by title with further reading waived – titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 8.06 OF TITLE 8 (TRAFFIC CONTROL) OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO VEHICLE GOLF CART, LOW-SPEED VEHICLE, AND MOTORCYCLE RACING AND NOISE, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

9.3 California Employers’ Pension Prefunding Trust Fund

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Darren Lathrop, Customer Outreach and Support Manager, California Public Employees' Retirement System ("CalPERS"), answered related questions.

Moved by Mayor Pro Tem Horne, seconded by Councilmember McCary, and carried unanimously on a 5-0 vote, to:

1. Approve a contribution of \$163,555 to the California Employers' Pension Prefunding Trust Fund ("CEPPT") for investment in the CEPPT Strategy 1 portfolio and authorize the City Manager and Administrative Services Director/City Treasurer to cause such contribution to be made and to execute agreements, documents, and certifications necessary to do so.

AND

2. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, RELATED TO A CONTRIBUTION TO THE CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST ("CEPPT"), AND MAKING RELATED AUTHORIZATIONS

9.4 Fiscal Years 2023-34 Capital Improvement Program

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

X. CITY COUNCIL REPORTS AND COMMENTS

10.1 Coastal Greenbelt Authority

Councilmember McCary provided a report.

10.2 Orange County Fire Authority

Mayor Hatch provided a report.

Councilmembers briefly commented.

10.3 Orange County Library Advisory Board

Councilmember Moore provided a report.

10.4 Orange County Mosquito and Vector Control District

Mayor Pro Tem Horne stated that she would provide a report at the next meeting.

10.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Connors stated that there was nothing to report since the last meeting and commented on the expanded public library building.

10.6 South Orange County Watershed Management Area

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

10.7 Liaisons to Community Bridge Builders

Mayor Pro Tem Horne provided a report.

Mayor Pro Tem Horne and Councilmember McCary answered questions from councilmembers.

10.8 Other Comments and Reports

Mayor Hatch commented on the expanded public library's grand opening and asked that the City Council take a picture with staff who worked at the event.

X. CLOSED SESSION – None

XI. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned at 3:29 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, February 21, 2024, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: March 20, 2024

NOEL HATCH, Mayor

**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
SPECIAL MEETING
February 21, 2024
1:45 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Hatch called the Special Meeting of the City Council of the City of Laguna Woods to order at 1:45 p.m.

II. ROLL CALL

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

All councilmembers participated in-person at the meeting location.

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

All staff participated in-person at the meeting location.

III. PLEDGE OF ALLEGIANCE

Councilmember Conners led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 African American History Month – February 2024

City Clerk Trippy read the proclamation.

Councilmembers made comments.

Councilmember Moore joined the meeting at 1:53 p.m.

Larry Dixon and Erika Dixon made comments.

Moved by Councilmember McCary, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to approve and present the proclamation.

V. ADJOURNMENT

ITEM 7.1 – Attachment B

The meeting was adjourned at 1:57 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, February 21, 2024, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: March 20, 2024

NOEL HATCH, Mayor

**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
February 21, 2024
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Hatch called the Regular Meeting of the City Council of the City of Laguna Woods to order at 2:02 p.m.

II. ROLL CALL

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

All councilmembers participated in-person at the meeting location.

STAFF PRESENT: City Manager Macon, City Attorney Patterson, Administrative Services Director/City Treasurer Torres, City Clerk Trippy

All staff participated in-person at the meeting location.

III. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Horne led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Presentation Regarding Driver Safety – Captain Cruz Alday, Chief of Police Services, Orange County Sheriff’s Department
(agendized by Councilmember Conners)

Captain Cruz Alday, Chief of Police Services, Orange County Sheriff’s Department, made a presentation.

Councilmembers discussed the presentation and Captain Alday answered related questions.

A member of the public requested more enforcement of tinted windows on vehicles.

Juanita Skillman, resident, commented on issues concerning Laguna Woods Village,

including unregistered motor vehicles and golf cart registration.

A member of the public inquired about the traffic statistics included in the presentation and expressed concerns regarding sidewalk safety.

Councilmembers briefly responded to the unidentified speaker's public comments.

4.2 Presentation Regarding City of Hope Orange County – Rachel Mashburn, Director of Pharmacy, City of Hope Orange County

No presentation. This item will be agendaized for a future meeting.

4.3 Presentation Regarding Southern California Edison's Income-Graduated Fixed Charge Proposal Submitted for Consideration as part of the California Public Utilities Commission's Proceedings to Implement California Assembly Bill 205 (Committee on Budget, Chapter 61, Statutes of 2022) – Kelley Lee, Government Relations Manager, Southern California Edison

Kelley Lee, Government Relations Manager, Southern California Edison, made a presentation and answered related questions.

Mayor Hatch commented on public comments that he provided at a California Public Utilities Commission meeting on February 15, 2024.

Thomas Fleming, member of the public, expressed concerns regarding the presence of law enforcement in the Council Chambers and suggested having dogs instead.

Georgiana Willis, resident, commented on economic challenges related to electric vehicles.

Loren Lutzenhiser, resident, expressed concerns regarding the fixed charge proposal.

Barbara Kefer, resident, inquired how the fixed charge proposal would affect her as a part-time resident and asked for an explanation of electrification.

Ms. Lee briefly responded to Ms. Kefer's comments.

Councilmember Moore briefly responded to Ms. Kefer's comments.

Ann Beltran, resident, expressed concerns regarding the fixed charge proposal and encouraged the City to provide support for residents who wish to install heat pumps and insulation.

Kathryn Freshley, resident, commented on Southern California Edison's infrastructure costs.

Robert Cunningham, resident, expressed concerns regarding the fixed charge proposal.

Councilmembers discussed the presentation and Ms. Lee answered related questions.

City Manager Macon noted that copies of Southern California Edison’s PowerPoint presentation are available.

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Bill Kaufman, member of the public, made comments in response to Mr. Fleming’s public comments during Item 4.3 and on efforts to establish a cannabis health center.

Herman Janssen, member of the public, commented on efforts to establish a cannabis health center and asked that the City Council modify its distance requirements from sensitive uses.

Mayor Pro Tem Horne left the meeting at 3:35 p.m.

VI. CITY TREASURER’S REPORT

6.1 City Treasurer Report

Administrative Services Director/City Treasurer Torres made a presentation.

Mayor Pro Tem Horne returned to the meeting at 3:39 p.m.

Moved by Councilmember Connors, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to receive and file the City Treasurer’s Report for the month of January 2024.

VII. CONSENT CALENDAR

City Manager Macon requested that Item 7.3 be pulled from the consent calendar.

Moved by Councilmember Connors, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 7.1, 7.2, and 7.4.

7.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on January 17, 2024.

7.2 Warrant Register

Approved the warrant register dated February 21, 2024, in the amount of \$1,049,397.07.

7.4 Harassment, Discrimination, and Retaliation Policy

Adopted a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AMENDMENTS TO ADMINISTRATIVE POLICY 4.7 PERTAINING TO HARASSMENT, DISCRIMINATION, AND RETALIATION

ITEMS PULLED FROM THE CONSENT CALENDAR

7.3 Drugs and Alcohol in the Workplace Policy

City Manager Macon proposed the following revision:

Revise the following sentence in Section 4.12.04

(additions shown with underlining, deletions shown with ~~strike-through~~):

Employees are not required to ~~disclosure~~ disclose to City staff the names or purposes for which a legal drug is taken ~~to City staff~~.

Revised it would read:

Employees are not required to disclose to City staff the names or purposes for which a legal drug is taken.

Moved by Councilmember Conners, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AMENDMENTS TO ADMINISTRATIVE POLICY 4.12 PERTAINING TO DRUGS AND ALCOHOL IN THE WORKPLACE

with the City Manager’s proposed revision.

VIII. PUBLIC HEARINGS – None

IX. CITY COUNCIL BUSINESS

9.1 El Toro Road and Moulton Parkway Water Quality Treatment Project

City Manager Macon made a presentation.

Councilmembers commented on the item and staff answered related questions.

Moved by Mayor Pro Tem Horne, seconded by Councilmember McCary, and carried unanimously on a 5-0 vote, to:

1. Approve the “El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 1” design plans and specifications as prepared by the project engineer.

AND

2. Approve a notice of exemption for the “El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 1” finding that the project is categorically exempt from the California Environmental Quality Act (CEQA) and authorize the City Manager to cause the notice of exemption to be filed pursuant to applicable law.

AND

3. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL FO THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, RELATED TO ALLOCATION OF EXISTING FEDERAL GRANTS FUND (AMERICAN RESCUE PLAN ACT (CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS)) APPROPRIATIONS TO THE EL TORO ROAD AND MOULTON PARKWAY WATER QUALITY TREATMENT PROJECT

AND

4. Award a contract agreement to Leonida Builders, Inc. for the construction of the “El Toro Road and Moulton Parkway water Quality Treatment Project: Phase 1”, in the amount of \$311,547.00, plus authorized change orders not to exceed 10% of the base amount; and authorize the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney.

City Manager Macon responded to a question from Councilmember Moore.

9.2 Fiscal Years 2023-25 Budget Adjustments

City Manager Macon made a presentation.

Moved by Councilmember Connors, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, RELATED TO ALLOCATION OF EXISTING

FEDERAL GRANTS FUND (AMERICAN RESCUE PLAN ACT (CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS)) APPROPRIATIONS TO THE CITY – MAINTAINED CATCH BASIS FULL CAPTURE SYSTEMS RETROFIT PROJECT, CITY HALL/PUBLIC LIBRARY PROJECT, AND RIDGE ROUTE DRIVE LANDSCAPE PROJECT

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Connors, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, RELATED TO AN INCREASE IN STATE OF CALIFORNIA GRANTS FUND APPROPRIATIONS FOR AN AWARD FROM THE STATE OF CALIFORNIA HOUSEHOLD HAZARDOUS WASTE GRANT PROGRAM CYCLE 41 (HD41) FISCAL YEAR 2023-24 SMALL PROJECTS CYCLE (GRANT NUMBER HD41-23-0039)

Councilmembers discussed the item and staff answered related questions.

X. CITY COUNCIL REPORTS AND COMMENTS

10.1 Coastal Greenbelt Authority

Councilmember McCary stated that the Coastal Greenbelt Authority will meet next month.

10.2 Orange County Fire Authority

Mayor Hatch provided a report.

Councilmembers briefly responded to Mayor Hatch’s report.

10.3 Orange County Library Advisory Board

Councilmember Moore provided a report.

10.4 Orange County Mosquito and Vector Control District

Mayor Pro Tem Horne provided a report.

10.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Connors provided a report and answered a question from Mayor Hatch.

10.6 South Orange County Watershed Management Area

Councilmember Moore stated that the South Orange County Watershed Management Area had not met.

Councilmember Moore provided a report on a recent Orange County Water Association meeting and responded to comments from Mayor Hatch.

10.7 Liaisons to Community Bridge Builders

Mayor Pro Tem Horne provided a report.

10.8 Other Comments and Reports

Mayor Hatch commented on the Orange County Fire Authority's upcoming Open House.

City Manager Macon provided additional information on the Orange County Fire Authority's upcoming Open House.

X. CLOSED SESSION – None

XI. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned at 4:22 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, March 20, 2024, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: March 20, 2024

NOEL HATCH, Mayor

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7.2 WARRANT REGISTER

**For additional information on this item,
please refer to Item 7.0 (Consent Calendar Summary).**

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CITY OF LAGUNA WOODS
WARRANT REGISTER
March 20, 2024

ITEM 7.2

This Report Covers the Period 02/01/2024 through 02/29/2024

Date	Vendor Name	Description	Amount
Debit			
<i>Automatic Bank Debits:</i>			
02/01/2024	NAVIA BENEFIT SOLUTIONS	Employee Benefit Program / January 2024	145.39
02/02/2024	AUTHORIZE.NET	Online Credit Card Processing Fees / January 2024	12.00
02/02/2024	GLOBAL PAYMENTS / OPEN EDGE	Credit Card Processing Fees / January 2024	2,283.08
02/02/2024	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program / February 2024	472.44
02/02/2024	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Periods Ended 12/29/2023 & 01/12/2024	433.80
02/02/2024	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 01/26/2024	2,420.00
02/08/2024	NAVIA BENEFIT SOLUTIONS, INC	125 Cafeteria Plan Administration / January 2024	200.00
02/08/2024	CALPERS - RETIREMENT	California Employers' Pension Prefunding Trust Contribution	163,555.00
02/08/2024	NAVIA BENEFIT SOLUTIONS	Employee Benefit Program / February 2024	47.30
02/09/2024	COUNTY OF ORANGE - SHERIFF	Law Enforcement Services / February 2024	253,453.70
02/09/2024	U.S. BANK	Bank Service Charge	45.00
02/12/2024	CALPERS - HEALTH	Employee Benefit Program / February 2024	8,895.33
02/13/2024	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/12/2024	2,896.32
02/13/2024	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/12/2024	1,992.00
02/14/2024	ADP TAX	Payroll Taxes / Pay Period Ended 02/09/2024	9,016.79
02/14/2024	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 02/09/2024	19,154.45
02/14/2024	U.S. BANK	Bank Service Charges / January 2024	96.82
02/15/2024	NAVIA BENEFIT SOLUTIONS	Employee Benefit Program / February 2024	414.94
02/16/2024	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 02/09/2024	1,420.00
02/21/2024	ADP PAYROLL SERVICES	Payroll Processing Fees / Quarterly and Year End Processing	125.10
02/27/2024	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/26/2024	2,865.53
02/27/2024	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/26/2024	1,992.00
02/28/2024	ADP TAX	Payroll Taxes / Pay Period Ended 02/23/2024	8,872.16
02/28/2024	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 02/23/2024	18,661.35
02/29/2024	NAVIA BENEFIT SOLUTIONS	Employee Benefit Program / February 2024	106.13
02/29/2024	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 02/23/2024	1,750.00
Check			
<i>Warrants:</i>			
7319	02/09/2024	ABOUND FOOD CARE	392.33
7320	02/09/2024	AETNA BEHAVIORAL HEALTH, LLC	19.14
7321	02/09/2024	ALISO CREEK MINUTEMAN PRESS	290.92
7322	02/09/2024	BUREAU VERITAS NORTH AMERICA INC	21,932.57
7323	02/09/2024	CHASE DESIGN, INC.	3,787.50
7324	02/09/2024	EPIC IO TECHNOLOGIES, INC.	634.95
7325	02/09/2024	FIRST RESPONSE AIR CONDITIONING & HEATING INC.	4,898.27
7326	02/09/2024	IBUILD SPECTRUM INC.	168,813.68
7327	02/09/2024	RINGCENTRAL, INC.	800.18
7328	02/09/2024	SAFE AND SOUND SECURITY, INC.	1,590.00
7329	02/09/2024	SOUTHERN CALIFORNIA SHREDDING,	645.00
7330	02/09/2024	SWEEPING CORPORATION OF AMERICA	4,350.00
7331	02/16/2024	AT&T	64.01
7332	02/16/2024	AT&T	29.38
7333	02/16/2024	AT&T	4.30

**CITY OF LAGUNA WOODS
WARRANT REGISTER
March 20, 2024**

ITEM 7.2

This Report Covers the Period 02/01/2024 through 02/29/2024

Date	Vendor Name	Description	Amount	
7334	02/16/2024	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / December 2023	1,512.16
7335	02/16/2024	CALIFORNIA YELLOW CAB	Senior Mobility Transportation Services / January 2024	29,568.60
7336	02/16/2024	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / January 2024	9,584.00
7337	02/16/2024	CMTA	CMTA Conference Registration	475.00
7338	02/16/2024	FUSCOE ENGINEERING, INC.	Engineering Services / January 2024	920.00
7339	02/16/2024	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / January 2024	350.00
7340	02/16/2024	JOHN L. HUNTER & ASSOCIATES, INC	Water Quality Services / November 2023	810.00
7341	02/16/2024	KONE INC.	City Hall Elevator Maintenance / February 2024	232.31
7342	02/16/2024	MARC DONOHUE	Administrative Services / February 2024	200.00
7343	02/16/2024	NV5, INC.	Engineering Services / November 2023	27,716.25
7344	02/16/2024	OBR ARCHITECTURE, INC.	City Hall/Public Library Project	670.00
7345	02/16/2024	ORANGE COUNTY REGISTER-NOTICES	Public Notices / January 2024	3,562.79
7346	02/16/2024	RICOH USA, INC.	Building Printer Usage / November 2023 - January 2024	73.33
7347	02/16/2024	ROBERT CAMERON	Building Plan Review Refund	322.00
7348	02/16/2024	SOUTHERN CALIFORNIA EDISON	Electric Services / December 2023 - January 2024	7,506.35
7349	02/16/2024	SOUTHERN CALIFORNIA GAS COMPANY	Gas Service - City Hall / January 2024	189.24
7350	02/16/2024	STAPLES	Office & Janitorial Supplies	1,124.52
7351	02/16/2024	TRIPLEPI, SMITH AND ASSOCIATES, INC.	Broadcasting Services / January 2024	2,803.76
7352	02/16/2024	VERIZON WIRELESS	Building iPads Data Plans / January 2024	120.03
7353	02/16/2024	WILLDAN ENGINEERING	Code Enforcement Services / January 2024	8,400.00
7354	02/16/2024	WM CURBSIDE, LLC	HHW & Sharps Program / January 2024	4,271.09
7355	02/23/2024	DC PLUMBING, HEATING AND AIR CONDITIONING	City Hall Maintenance	2,358.55
7356	02/23/2024	ITERIS, INC	Traffic Engineering / January 2024	4,036.00
7357	02/23/2024	NV5, INC.	Engineering Services / January 2024	4,380.00
7358	02/23/2024	OBR ARCHITECTURE, INC.	City Hall/Public Library Project	6,030.00
7359	02/23/2024	OMNI ENTERPRISE INC	Janitorial Services / January 2024	3,125.00
7360	02/23/2024	ONDEMAND, INC.	City Hall Internet Service	899.00
7361	02/23/2024	PASCO DOORS	City Hall Maintenance	330.00
7362	02/23/2024	RICOH USA, INC.	Copier Lease / March 2024	246.57
7363	02/23/2024	RJM DESIGN GROUP	Landscape Architectural Services / January 2024	13,535.25
7364	02/23/2024	TONY'S LOCKSMITH & SAFE SERV.	Locksmith Services	235.78
7365	02/29/2024	4LEAF, INC	Planning Services / January 2024	9,048.00
7366	02/29/2024	ADVANCED PERMIT SERVICES	Building Permit Refund	72.00
7367	02/29/2024	APRIL BAUMGARTEN	City Hall/Public Library Event Reimbursement	350.00
7368	02/29/2024	ARC DOCUMENT SOLUTIONS, LLC.	Document Scanning	3,330.53
7369	02/29/2024	BALLIET, MICHAEL	Waste Management Consulting Services / January 2024	2,187.50
7370	02/29/2024	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / January 2024	17,172.98
7371	02/29/2024	BUREAU VERITAS NORTH AMERICA INC	Building Plan Review Services / December 2023	8,814.23
7372	02/29/2024	CHARGEPOINT INC	City Hall Electric Vehicle Charging Infrastructure Project	5,762.50
7373	02/29/2024	CHASE DESIGN, INC.	Website Design Services	1,500.00
7374	02/29/2024	COUNTY OF ORANGE	Automated Fingerprint ID System / February 2024	636.00
7375	02/29/2024	HDL COREN & CONE	Property Tax Forecast / Fiscal Year 2024-25	2,415.00
7376	02/29/2024	INTERWEST CONSULTING GROUP	Building Official, Permit Counter & Inspection Services / January 2024	84,072.00
7377	02/29/2024	PSOMAS	Planning Services / December 2023 - January 2024	166.00
7378	02/29/2024	PV MAINTENANCE INC	Maintenance Services / January 2024	15,455.02

**CITY OF LAGUNA WOODS
WARRANT REGISTER
March 20, 2024**

This Report Covers the Period 02/01/2024 through 02/29/2024

Date	Vendor Name	Description	Amount	
7379	02/29/2024	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / January 2024	3,009.57
7380	02/29/2024	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 3)	3,120.89
7381	02/29/2024	VOID	VOID	-
7382	02/29/2024	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program / March 2024	45.62
			Total Bank Debits and Warrants:	\$ 1,002,324.28

TOTAL \$ 1,002,324.28

NOTES:

Note 1 - City Councilmembers are eligible to receive either a salary or vehicle reimbursement allowance in the amount of \$300 per month (\$3,600 per year). Such compensation is included in the City's regular payroll (see "ADP Payroll Services" under "Automatic Bank Debits"), unless waived by the Councilmember. For the month of February 2024, the following Councilmembers received compensation in the amount of \$300: Conners, Hatch, Horne, and McCary.

Note 2 - Petty cash is reported as cash is paid out, not when the fund is replenished. No petty cash transactions were paid during this time period.

Note 3 - The table below summarizes credit card expenditures paid via Check #7380 to U.S. Bank totaling \$3,120.89:

Microsoft	Office 365 Subscription	\$162.00
Microsoft	Office 365 Online Services	\$475.00
Zoom	Video Conferencing	\$31.98
WP Media	Website License	\$59.00
WPEngine	Website Hosting Subscription	\$808.57
League of California Cities	Employee Development Services	\$150.00
City of Santa Ana	Parking	\$2.00
Koll Center	Parking	\$1.75
Stamps.com	Postage	\$29.99
CEAOC	Membership Dues	\$50.00
Trader Joe's	City Hall/Public Library Grand Opening / Supplies	\$25.83
Flowerful	City Hall/Public Library Grand Opening / Supplies	\$279.07
GovernmentJobs.com	Job Posting	\$199.00
American Planning Association	Job Posting	\$395.00
Smart & Final	City Hall/Public Library Grand Opening / Supplies	\$145.69
Walmart	City Hall/Public Library Grand Opening / Supplies	\$11.28
Staples	City Hall/Public Library Grand Opening / Supplies	\$80.79
Sabrosada	City Hall/Public Library Grand Opening / Breakfast for Staff	\$54.77
CalChamber	Office Supplies	\$110.13
Home Depot	Office Supplies	\$8.56
Aldi	Office Supplies	\$14.00
J & M Trophies	Councilmember Name Tags	\$26.48
Total Credit Card Reimbursement:		\$3,120.89

**CITY OF LAGUNA WOODS
WARRANT REGISTER
March 20, 2024**

This Report Covers the Period 02/01/2024 through 02/29/2024

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: 2024.03.13 17:17:41 -07'00'

Elizabeth Torres, Administrative Services Director/City Treasurer

7.3
CITY ENGINEERING AND TRAFFIC
OPERATIONS SERVICES

**For additional information on this item,
please refer to Item 7.0 (Consent Calendar Summary).**

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**EXTENSION OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
NV5, 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. [subsequently assigned to NV5, 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 term of the AGREEMENT was previously extended for periods through 11:59 p.m. on March 31, 2024; and

WHEREAS, CITY has requested that CONSULTANT continue to provide services for an additional three-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 April 1, 2024 and ending at 11:59 p.m. on June 30, 2024 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, Senior Vice President

APPROVED AS TO FORM:

Alisha Patterson, City Attorney

7.4 GENERAL PLAN ANNUAL REPORT

**For additional information on this item,
please refer to Item 7.0 (Consent Calendar Summary).**

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City of Laguna Woods

**General Plan Annual Report
2023**

Planning & Environmental Services Department



**City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637
T: (949) 639-0500
TTY: (949) 639-0535
F: (949) 639-0591**

March 20, 2024

2023 General Plan Annual Report

Period of this Annual Report

This General Plan Annual Report is for the 2023 calendar year (January – December 2023).

Purpose of this Annual Report

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

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

2023 General Plan Annual Report

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

California Government Code Section 65400 requires the housing element portion of the annual report to be prepared through the use of standards, forms, and definitions adopted by HCD, and be considered at a public meeting before the City Council where members of the public must be allowed to provide oral testimony and written comments. The public meeting for this 2023 General Plan Annual Report was held concurrent with the City Council’s adjourned regular meeting on March 20, 2024. A final copy of the report will be submitted to OPR and HCD after the March 20, 2024 meeting.

General Plan Background and Amendments

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

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

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

Table 1 – Adopted General Plan Amendments

Date of Amendment	Title of Amendment	Description of Amendment
October 2005	General Plan Amendment (GPA 05-01)	General Plan Amendment to change a property from Commercial to High Density Residential
July 2007	General Plan Amendment (GPA 07-01)	General Plan Amendment for the annexation of 170 acres of land for Open Space

Table continued on page four.

2023 General Plan Annual Report

Table continued from page three.

Date of Amendment	Title of Amendment	Description of Amendment
January 2009	General Plan Housing Element Update	Housing Element Update
December 2010	General Plan Land Use Element and Map Amendment	General Plan Amendment incorporating new “Residential Community” and “Community Facilities” land use designation and reflecting a private community name change from “Leisure World” to “Laguna Woods Village”
June 2013	General Plan Circulation Element Update	Addition of a road definition and updates to ensure consistency with the Master Plan of Arterial Highways (MPAH)
February 2014	General Plan Housing Element Update	Housing Element Update (streamlined option)
April 2014	General Plan Safety Element Update	Comprehensive update of the Safety Element
July 2015	General Plan Conservation Element Update	Comprehensive update of the Conservation Element
July 2015	General Plan Amendment (GPA 15-19)	General Plan Amendment to change the land use designation for eight parcels from “Urban Activities Center” to “Open Space”
August 2017	General Plan Land Use Element Amendment (GPA/ZC-1169)	General Plan Amendment related to Urban Activities Center (UAC) properties, including changes in land use designations for six parcels and deletion of the UAC land use designation
February 2022	General Plan Housing Element Update	Housing Element Update (adopted on February 9, 2022)
August 2022	General Plan Housing Element Update	Housing Element Update (adopted on August 12, 2022)

Pending General Plan Updates

A General Plan update involving the Circulation, Land Use, and Noise elements is pending. In addition to completing actions necessary to implement the adopted Housing Element, it is anticipated that various other land use designation changes and implementing policy framework (goals and policy objectives) revisions will be considered. Tribal consultation has been initiated. A draft Environmental Impact Report

2023 General Plan Annual Report

is anticipated to be circulated for agency and public review by June 2024. City Council consideration of the proposed General Plan update is anticipated to occur in fall 2024.

City's Responsibility

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

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

Status of General Plan Implementation Actions

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

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

Housing Element Annual Progress Report

The Regional Housing Needs Assessment (RHNA) is mandated by state law as a part of the periodic process of updating general plan housing elements. The RHNA quantifies the need for housing within cities and unincorporated areas during specified planning periods. The Southern California Association of Governments (SCAG) develops the RHNA for the City.

Table 2 summarizes the City's RHNA allocation for the "6th cycle" from October 2021 to October 2029.

Table 2 – City's RHNA Allocation – 6th Cycle

Income Category	RHNA Allocation (Dwelling Units)
Very Low Income	127
Low Income	136

2023 General Plan Annual Report

Moderate Income	192
Above Moderate Income	542
TOTAL	997

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

Attached:

Start Here (1 page)

Summary (1 page)

Table A – Housing Development Applications Submitted (2 pages)

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

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

Table C – Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law (1 page)

Table D – Program Implementation Status pursuant to GC Section 65583 (4 pages)

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

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

Table F2 – Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2 (2 pages)

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

Table H – Locally Owned Surplus Sites (1 page)

Table I – N/A; not included in template provided by HCD

Table J – Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915 (2 pages)

Table K – Tenant Preference Policy (1 page)

Local Early Action Planning (LEAP) Reporting (1 page)

Please Start Here

General Information	
Jurisdiction Name	Laguna Woods
Reporting Calendar Year	2023
Contact Information	
First Name	Christopher
Last Name	Macon
Title	City Manager
Email	cmacon@cityoflagunawoods.org
Phone	9496390500
Mailing Address	
Street Address	24264 El Toro Road
City	Laguna Woods
Zipcode	92637

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

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Data is auto-populated based on data entered in Tables A, A2, C, and D

Jurisdiction	Laguna Woods	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

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

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

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	0	0
Mobile/Manufactured Home	0	0	0
Total	0	0	0

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	0	0

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

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

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

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	Applications	Units
Ministerial	0	0
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	32
Sites Rezoned to Accommodate the RHNA	0

Cells in grey contain auto-calculation formulas

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

Affordability by Household Incomes - Building Permits													
ent		5	6	7						8	9		
Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted
0		0	0	0	0	0	0	0	0		0	0	0
		0									0		

Affordability by Household Incomes - Certificates of Occupancy						Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions			
10					11	12	13	14	15	16	17
Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Please select the streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)
0	0	0	0	0		0	0				
						0					

Jurisdiction	Laguna Woods	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

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

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1	2										3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021-10/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	127	-	-	-	-	-	-	-	-	-	-	-	127
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Low	Deed Restricted	136	-	-	-	-	-	-	-	-	-	-	-	136
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Moderate	Deed Restricted	192	-	-	-	-	-	-	-	-	-	-	-	192
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Above Moderate		542	-	-	-	-	-	-	-	-	-	-	-	542
Total RHNA		997												
Total Units			-	-	-	-	-	-	-	-	-	-	-	997
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5											6	7
		Extremely low-income Need	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date	Total Units Remaining	
Extremely Low-Income Units*		64	-	-	-	-	-	-	-	-	-	-	64	

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

- VLI Deed Restricted
- VLI Non Deed Restricted
- LI Deed Restricted
- LI Non Deed Restricted
- MI Deed Restricted
- MI Non Deed Restricted
- Above Mod Income

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Jurisdiction Laguna Woods		Reporting Year 2023 (Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program H-1.1.1. Rezone the 17 potential housing sites identified in the Housing Sites Inventory and Analysis (Exhibit C) to accommodate the City's housing needs allocation (Table H-1).	Policy Objective H-1.1. Make sites available to accommodate current and projected housing needs for groups at all income levels, in accordance with California Government Code Section 65583(c)(1).	Calendar Year 2023	Not yet Implemented: The City Council adopted the 2021 2029 General Plan Housing Element in August 2023. Rezoning work is in-process and tentatively scheduled to be completed in Calendar Year 2024.
Program H-1.2.1. Continue to maintain website information regarding fees, exactions, and affordability requirements imposed by the City that are applicable to housing development projects, in accordance with California Government Code Section 65940.1.	Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.	Ongoing	Ongoing: Information responsive to California Government Code Section 65940.1 is available on the City's website.
Program H-1.2.2. Prepare and maintain a webpage with information related to the 17 potential housing sites identified in the Housing Sites Inventory and Analysis (Exhibit C), including a Geographic Information System (GIS) map layer with geospatial information.	Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.	Calendar Year 2023	Implemented: Information regarding the Housing Sites Inventory and Analysis is available on the City's website. A GIS map layer is available on the City's public GIS platform, which is accessible from the City's website.
Program H-1.2.3. Conduct a market study and then amend the existing inclusionary housing ordinance to modify the minimum percentages of new housing units that must be deed-restricted for extremely low, very low, and low-income households, as feasible and advantageous to promote the development of affordable housing.	Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.	Calendar Year 2023	Not yet Implemented: The City released a Request for Proposals for Inclusionary Housing Market Study Services in March 2022, but received no proposals by the April 2022 deadline. Staff subsequently identified a potential consultant and obtained a proposal in January 2023. The City entered into an agreement with the selected firm on June 13, 2023 and has worked since then to complete this program. City Council consideration of the market study and an amended ordinance is tentatively scheduled for summer 2024.
Program H-1.2.4. Adopt an ordinance creating an expedited and fee reduced lot consolidation process for consolidations involving any one or more adjacent residentially zoned parcels (including, but not limited to, the potential housing sites identified in the Housing Sites Inventory and Analysis (Exhibit C)) for the purpose of incentivizing or making more financially feasible housing projects in which at least 5% of housing units are affordable for extremely low income households; at least 10% of housing units are affordable for very low or low-income households; or, at least 50% of housing units are affordable for moderate-income households. To be eligible, the affordable housing units shall be subject to an affordability	Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.	Calendar Year 2023	Not yet Implemented: The City Council adopted the 2021 2029 General Plan Housing Element in August 2023. The City entered into an agreement with a consultant to provide recommendations regarding both the manner in which such an ordinance could be drafted and the nature of potential "expedited and fee reduced" offerings. The consultant's initial recommendations were provided in 2023. City Council consideration of an ordinance is tentatively scheduled for fall 2024.

<p>Program H-1.2.5. Adopt an ordinance waiving or reducing City building permit fees for housing projects in which at least 5% of housing units are affordable for extremely low income households; at least 10% of housing units are affordable for very low or low-income households; or, at least 50% of housing units are affordable for moderate-income households. To be eligible, the housing units shall be subject to an affordability covenant for at least 55 years.</p>	<p>Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.</p>	<p>Calendar Year 2023</p>	<p>Not yet Implemented: The City Council adopted the 2021 2029 General Plan Housing Element in August 2023. An ordinance waiving or reducing City building permit fees for qualifying housing projects is tentatively scheduled for consideration of adoption concurrent with the next regularly scheduled fee schedule adoption in spring 2024.</p>
<p>Program H-1.2.6. Amend various, existing housing-related provisions of the Laguna Woods Municipal Code to promote regulatory clarity.</p>	<p>Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.</p>	<p>Calendar Year 2023</p>	<p>Implemented: The amendments identified in this program were adopted by the City Council in 2023.</p>
<p>Program H-1.2.7. Formalize written procedures for the application and processing of housing projects eligible for streamlined, ministerial approval pursuant to California Government Code Section 65913.4.</p>	<p>Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.</p>	<p>Calendar Year 2023</p>	<p>Implemented: Formalization of written procedures for project processing pursuant to California Government Code Section 65913.4 was completed in 2023.</p>
<p>Program H-1.2.8. Investigate potential incentives for the development of housing projects with features that exceed the minimum requirements set forth in the California Building Energy Efficiency Standards. If feasible and economical, adopt such incentives.</p>	<p>Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.</p>	<p>Within 11 Months of Each Triennial California Building Standards Code Effective Date for Investigation</p>	<p>Not yet Implemented: The effective date of the 2022 California Building Standards Code was January 1, 2023. Staff has completed an internal investigation of potential incentives but identified the need to retain the services of a technical expert to help evaluate the effectiveness of potential incentives. A proposal for such services was received in December 2023.</p>
<p>Program H-1.3.1. Continue to consider transitional housing a residential use of property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zoning district.</p>	<p>Policy Objective H-1.3. Provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.</p>	<p>Ongoing</p>	<p>Ongoing: The Laguna Woods Municipal Code considers transitional housing a residential use of property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zoning district.</p>
<p>Program H-1.3.2. Continue to consider supportive housing a residential use of property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zoning district.</p>	<p>Policy Objective H-1.3. Provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.</p>	<p>Ongoing</p>	<p>Ongoing: The Laguna Woods Municipal Code considers supportive housing a residential use of property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zoning district.</p>
<p>Program H-1.3.3. Continue to permit supportive housing by right in all zoning districts where multifamily and mixed uses are permitted.</p>	<p>Policy Objective H-1.3. Provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.</p>	<p>Ongoing</p>	<p>Ongoing: The Laguna Woods Municipal Code permits supportive housing by right in all zoning districts where multifamily and mixed uses are permitted.</p>
<p>Program H-1.3.4. Amend various, existing housing-related provisions of the Laguna Woods Municipal Code to conform to state law.</p>	<p>Policy Objective H-1.3. Provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.</p>	<p>Calendar Year 2023</p>	<p>Implemented: The amendments identified in this program were adopted by the City Council in 2023.</p>
<p>Program H-1.4.1. Continue to maintain an ordinance that conforms to the provisions of California Government Code Section 65852.2 related to accessory dwelling units and junior accessory dwelling units, including amending the ordinance as necessary.</p>	<p>Policy Objective H-1.4. Incentivize and promote the creation of accessory dwelling units that can be offered at affordable rent for very low, low-, or moderate-income households.</p>	<p>Ongoing</p>	<p>Ongoing: The Laguna Woods Municipal Code conforms to the provisions of California Government Code Section 65852.2 related to accessory dwelling units and junior accessory dwelling units.</p>

<p>Program H-1.4.2. Prepare and maintain a webpage with information related to Laguna Woods Municipal Code requirements, processing procedures, and incentives pertaining to the development of accessory dwelling units and junior accessory dwelling units. Prepare and maintain a flyer with related information.</p>	<p>Policy Objective H-1.4. Incentivize and promote the creation of accessory dwelling units that can be offered at affordable rent for very low, low-, or moderate-income households.</p>	<p>Calendar Year 2023</p>	<p>Not yet Implemented: Due to an unexpected staffing issue, work on this project has not yet commenced. Staff anticipates completing this work in Calendar Year 2024.</p>
<p>Program H-1.4.3. Designate and maintain a "specialist" to assist with the processing and approval of applications to develop accessory dwelling units and junior accessory dwelling units.</p>	<p>Policy Objective H-1.4. Incentivize and promote the creation of accessory dwelling units that can be offered at affordable rent for very low, low-, or moderate-income households.</p>	<p>Calendar Year 2022</p>	<p>Implemented: The City's Development Manager has been designated as a "specialist" to assist with the processing and approval of applications to develop accessory dwelling units and junior accessory dwelling units.</p>
<p>Program H-1.5.1. Continue to maintain an ordinance that conforms to the provisions of California Government Code Section 65583 related to emergency shelters, including amending the ordinance as necessary.</p>	<p>Policy Objective H-1.5. Make sites available to accommodate emergency housing needs for homeless persons and families, in accordance with California Government Code Section 65583(a)(7).</p>	<p>Ongoing</p>	<p>Ongoing: The Laguna Woods Municipal Code conforms to the provisions of California Government Code Section 65583 related to emergency shelters.</p>
<p>Program H-2.1.1. Prepare and maintain a webpage with information on home improvement-related financial assistance opportunities available to extremely low, very low, and low-income households. Train City staff to make referrals using the webpage.</p>	<p>Policy Objective H-2.1. Conserve and improve the condition of the existing affordable housing stock.</p>	<p>Calendar Year 2023</p>	<p>Not yet Implemented: Due to an unexpected staffing issue, work on this project has not yet commenced. Staff anticipates completing this work in Calendar Year 2024. Staff has received inquiries regarding financial assistance to support energy efficiency improvements and successfully referred those individuals to Southern California Edison.</p>
<p>Program H-2.1.2. Investigate potential incentives for property owners to extend and/or expand existing affordability covenants beyond the planned expiration date and/or current number of housing units, with an emphasis on incentivizing (i) affordability covenants for extremely low and very low income housing units, and (ii) affordability covenants that apply to housing units in a range of sizes. If feasible and economical, adopt such incentives.</p>	<p>Policy Objective H-2.1. Conserve and improve the condition of the existing affordable housing stock.</p>	<p>Calendar Year 2024 for Investigation</p>	<p>Not yet Implemented: This program is scheduled for implementation in Calendar Year 2024 (for investigation).</p>
<p>Program H-2.2.1. Prepare and maintain a webpage with information on home improvement-related financial assistance opportunities available to persons with special needs. Train City staff to make referrals using the webpage.</p>	<p>Policy Objective H-2.2. Promote accessible and accommodating housing options for persons with special needs.</p>	<p>Calendar Year 2023</p>	<p>Not yet Implemented: Due to an unexpected staffing issue, work on this project has not yet commenced. Staff anticipates completing this work in Calendar Year 2024. Staff has received inquiries regarding financial assistance to support energy efficiency improvements and successfully referred those individuals to Southern California Edison.</p>

<p>Program H-2.2.2. Adopt an ordinance waiving or reducing City building permit fees for improvements to the home of a person at least 60 years of age with a qualifying disability that are made to accommodate that disability, as provided for by California Health and Safety Code Section 17951.7. Consider including provisions allowing for similar building permit fee waivers or reductions for improvements to the home of a person with a qualifying disability that are made to accommodate that disability, regardless of age. Prepare and maintain a flyer with related information. Conduct annual outreach to nonprofit organizations known to provide medical or social services to residents with disabilities. Conduct biennial outreach.</p>	<p>Policy Objective H-2.2. Promote accessible and accommodating housing options for persons with special needs.</p>	<p>Calendar Year 2023</p>	<p>Not yet Implemented: The City Council adopted the 2021 2029 General Plan Housing Element in August 2023. An ordinance waiving or reducing City building permit fees for qualifying home improvements is tentatively scheduled for consideration of adoption concurrent with the next regularly scheduled fee schedule adoption in spring 2024.</p>
<p>Program H-2.2.3. Provide opportunities for reimbursements, grants, or other forms of financial assistance to support home improvements that increase accessibility or functionality for persons with special needs. Conduct annual outreach to nonprofit organizations known to provide medical or social services to residents with special needs. Conduct biennial outreach to residents residing in census tracts 626.22 and 626.48 due to their comparatively lower economic domain scores from the TCAC/HCD Opportunity Map.</p>	<p>Policy Objective H-2.2. Promote accessible and accommodating housing options for persons with special needs.</p>	<p>Calendar Year 2022 (as funding permits)</p>	<p>Not yet Implemented: The City is developing a program using Permanent Local Housing Allocation funds to provide financial assistance to support home improvements that increase accessibility or functionality for persons with special needs. The City has submitted a Request for Coverage Determination to the California Department of Industrial Relations for the program under development and is currently awaiting a response.</p>
<p>Program H-2.3.1. Formalize a proactive code enforcement program that focuses on housing-related rehabilitation needs, results in repairs, and seeks to mitigate potential cost, displacement, and relocation impacts on residents.</p>	<p>Policy Objective H-2.3. Promote housing conservation and revitalization.</p>	<p>Calendar Year 2025</p>	<p>Not yet Implemented: This program is scheduled for implementation in Calendar Year 2025.</p>
<p>Program H-3.1.1. Improve pedestrian accessibility on sidewalks, curb ramps, crosswalks, and other public property connecting housing with transit stops, public buildings, and businesses.</p>	<p>Policy Objective H-3.1. Enhance access to housing.</p>	<p>Ongoing (as funding permits)</p>	<p>Ongoing: The City's Americans with Disabilities Act (ADA) Pedestrian Accessibility Project: Phase 7 was completed in Fiscal Year 2023-24. The City has been notified by the County of Orange that an additional project phase is being recommended to receive Community Development Block Grant funding in Fiscal Year 2024-25. The Orange County Board of Supervisors is expected to approve funding awards in spring 2024.</p>
<p>Program H-3.1.2. Pursue partnerships and seek funding to provide Laguna Woods-based housing mobility counseling services. If feasible and economical, implement such services.</p>	<p>Policy Objective H-3.1. Enhance access to housing.</p>	<p>Biennial Process to Identify Interested and Qualified Service Providers; Beginning in Calendar Year 2023</p>	<p>Not yet Implemented: Staff anticipates completing its biennial process to identify interested and qualified service providers in Calendar Year 2024. In January 2024, the City opened a new Outdoor Activity Room that is envisioned to provide additional space for hosting such on-site services.</p>

<p>Program H-3.1.3. Adopt an ordinance waiving or reducing City building permit fees, or providing other incentives, for housing projects that prepare and implement an affirmative marketing plan designed to attract renters or buyers of diverse demographics, including persons of any race, color, religion, sex, handicap, familial status, or national origin.</p>	<p>Policy Objective H-3.1. Enhance access to housing.</p>	<p>Calendar Year 2023</p>	<p>Not yet Implemented: Due to an unexpected staffing issue, work on this project has not yet commenced. An ordinance waiving or reducing City building permit fees for housing projects that prepare and implement an affirmative marketing plan is tentatively scheduled for consideration of adoption concurrent with the next regularly scheduled fee schedule adoption in spring 2024.</p>
<p>Program H-3.2.1. Prepare and maintain a webpage with information on housing mediation, foreclosure assistance, and multilingual tenant legal counseling services. Train City staff to make referrals using the webpage.</p>	<p>Policy Objective H-3.2. Protect existing residents from displacement.</p>	<p>Calendar Year 2023</p>	<p>Not yet Implemented: This program is scheduled for implementation in Calendar Year 2024. The initial webpage content was drafted in 2023 and is currently under final review.</p>
<p>Program H-3.2.2. Pursue partnerships and seek funding to provide Laguna Woods-based housing mediation, foreclosure assistance, tenant legal counseling services, and vocational counseling services. If feasible and economical, implement such services.</p>	<p>Policy Objective H-3.2. Protect existing residents from displacement.</p>	<p>Biennial Process to Identify Interested and Qualified Service Providers; Beginning in Calendar Year 2023</p>	<p>Not yet Implemented: Staff anticipates completing its biennial process to identify interested and qualified service providers in Calendar Year 2024. In January 2024, the City opened a new Outdoor Activity Room that is envisioned to provide additional space for hosting such on-site services.</p>
<p>Program H-3.2.3. Investigate potential hazard mitigation measures that would reduce or eliminate the long-term risk of residential displacement as a result of future disasters. If feasible and economical, implement such hazard mitigation measures.</p>	<p>Policy Objective H-3.2. Protect existing residents from displacement.</p>	<p>Calendar Year 2025 for Investigation</p>	<p>Not yet Implemented: This program is scheduled for implementation in Calendar Year 2025 (for investigation).</p>
<p>Program H-3.2.4. Investigate potential incentives for property owners of apartment and cooperative housing units for which tenants pay usage based energy costs to make energy efficiency improvements that exceed the minimum requirements set forth in the California Building Energy Efficiency Standards. If feasible and economical, implement such incentives. Prioritize incentives for residents residing in census tracts 626.46 and 626.47 due to those areas being identified in this Housing Element as susceptible to displacement and having the highest renter vulnerability indices, as feasible and economical.</p>	<p>Policy Objective H-3.2. Protect existing residents from displacement.</p>	<p>Calendar Year 2024 for Investigation</p>	<p>Not yet Implemented: This program is scheduled for implementation in Calendar Year 2024 (for investigation).</p>

<p>Program H-3.2.5. Investigate opportunities to provide rental relief for residents at risk for homelessness. If feasible and economical, implement such opportunities. Prioritize rental relief for residents residing in census tracts 626.46 and 626.47 due to those areas being identified in this Housing Element as susceptible to displacement and having the highest renter vulnerability indices, as feasible and economical.</p>	<p>Policy Objective H-3.2. Protect existing residents from displacement.</p>	<p>Calendar Year 2024 for Investigation</p>	<p>Not yet Implemented: This program is scheduled for implementation in Calendar Year 2024 (for investigation).</p>
<p>Program H-4.1.1. Host an annual public forum to: <input type="checkbox"/> Provide public education related to the purpose and scope of the housing element, as well as progress in its implementation; and <input type="checkbox"/> Solicit public input on the implementation of the housing element, existing and projected housing needs for all economic segments, and resources and constraints relevant to meeting housing needs.</p>	<p>Policy Objective H-4.1. Conduct annual monitoring of the housing element.</p>	<p>Annually; Beginning in Calendar Year 2023</p>	<p>Not yet Implemented: The City Council adopted the 2021 2029 General Plan Housing Element in August 2023. This program is scheduled for implementation in Calendar Year 2024 (and annually thereafter).</p>
<p>Program H-4.1.2. Prepare and submit an annual report to the City Council, California Governor's Office of Planning and Research, and HCD with: <input type="checkbox"/> The information required by California Government Code Section 65400(a)(2), in the form and manner specified; and <input type="checkbox"/> A statement regarding the general plan's internal consistency and, if necessary, the identification of corrective actions that will be taken to resolve any internal inconsistency.</p>	<p>Policy Objective H-4.1. Conduct annual monitoring of the housing element.</p>	<p>Annually; Prior to April 1</p>	<p>Annually: California Government Code Section 65400 requires the housing element portion of the annual report to be prepared through the use of standards, forms, and definitions adopted by HCD, and be considered at a public meeting before the City Council where members of the public must be allowed to provide oral testimony and written comments. The public meeting for this 2023 General Plan Annual Report was held concurrent with the City Council's regular meeting on March 20, 2024. A final copy of the report will be submitted to OPR and HCD after the March 20, 2024 meeting.</p>
<p>Program H-4.2.1. Deliver each adopted housing element (including amendments thereto) to the El Toro Water District, in accordance with California Government Code Section 65589.7(a).</p>	<p>Policy Objective H-4.2. Coordinate implementation of this housing element with the water and sewer agency.</p>	<p>Immediately Following Each Adoption</p>	<p>As Needed: Adopted housing elements will be delivered to the El Toro Water District as required by California Government Code Section 65589.7(a).</p>

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

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

Jurisdiction	Laguna Woods	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

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

Jurisdiction	Laguna Woods	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

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

Table F

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

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

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the checklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Laguna Woods	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

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

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

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

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

Jurisdiction	Laguna Woods	NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2023 (Jan. 1 - Dec. 31)		

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

For Orange County jurisdictions, please format the APN's as follows:999-999-99

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

ANNUAL ELEMENT PROGRESS Housing Element Implementation

Jurisdiction	Laguna Woods	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

Table J								
Student housing development for lower income students for which was granted a density bonus pursuant to subp								
Project Identifier				Project Type	Date	Units (Bed		
1				2	3			
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted
Summary Row: Start Data Entry Below								
N/A								

REPORT

1

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

Paragraph (F) of paragraph (1) of subdivision (b) of Section 65915

s/Student Capacity) Approved				Units (Beds/Student Capacity) Granted Density Bonus	Notes
4				5	6
Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Additional Beds Created Due to Density Bonus	Notes

Jurisdiction	Laguna Woods	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

**Table K
Tenent Preference Policy**

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No
---------------------------------------------------------------------	----

If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.	
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Notes

7.5 DESIGNATED AGENDA POSTING LOCATIONS

**For additional information on this item,
please refer to Item 7.0 (Consent Calendar Summary).**

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RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 17-30 AND DESIGNATING POSTING LOCATIONS FOR AGENDAS FOR CITY COUNCIL AND OTHER MEETINGS AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 54954.2

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

WHEREAS, Resolution No. 17-30 designates locations for the posting of agendas pursuant to California Government Code Section 54954.2; and

WHEREAS, the City satisfies the agenda posting requirements of California Government Code Section 54954.2 by posting agendas for meetings subject to the Ralph M. Brown Act at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637, and on the City’s Internet Web site; and

WHEREAS, Resolution No. 17-30 additionally requires the City to post agendas at the Home Depot Center in the general vicinity of 24338 El Toro Road, Laguna Woods, CA 92637; and

WHEREAS, posting agendas at the Home Depot Center is not required by California Government Code Section 54954.2; and

WHEREAS, the Home Depot Center is private property that is not owned or controlled by the City; and

WHEREAS, after a recent review of agreements, staff became aware that the City does not have an agreement with the current property owner of the Home Depot Center for the posting of agendas at that location; and

WHEREAS, staff has recommended deleting the requirement for agendas to be posted at the Home Depot Center due to the City’s lack of control over that location and the lack of an agreement with the current property owner.

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

SECTION 1. Resolution No. 17-30 is hereby repealed in its entirety.

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

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 2024.

NOEL HATCH, 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. 24-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 2024, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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8.1
BUSINESSES TITLE OF LAGUNA WOODS
MUNICIPAL CODE

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: March 20, 2024 Regular Meeting

SUBJECT: Businesses Title of Laguna Woods Municipal Code

Recommendation

1. Receive staff report.

AND
2. Open public hearing.

AND
3. Receive public testimony.

AND
4. Close public hearing.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 6.02.010 AND 6.04.010 AND REPEALING CHAPTERS 6.06, 6.08, 6.10, 6.14, 6.16, AND 6.18 OF TITLE 6 (BUSINESSES) OF THE LAGUNA WOODS MUNICIPAL CODE

PERTAINING TO REGULATIONS, LICENSING REQUIREMENTS, AND OTHER PROVISIONS APPLICABLE TO BUSINESSES OPERATING IN LAGUNA WOODS, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Background

On September 20, 2023, the City Council directed the City Manager to draft an ordinance for future consideration by the City Council that would – if adopted by the City Council at a future meeting – require businesses operating from a fixed location in Laguna Woods (excluding home-based businesses) to register with the City. In the course of drafting such an ordinance for potential addition to Title 6 (“Businesses”) of the Laguna Woods Municipal Code, staff identified numerous chapters and sections of Title 6 for consideration of amendment or repeal.

Discussion

Today’s meeting is an opportunity for City Council action, as well as public input, on proposed modifications of the Laguna Woods Municipal Code (Attachment A). Staff recommends that the City Council conduct a public hearing and initiate the adoption process for the proposed ordinance in order to clarify and enhance ease of use of the Laguna Woods Municipal Code by deleting and repealing various provisions that are unnecessary, duplicative of state law, and/or duplicative and/or in potential conflict with other provisions of the Laguna Woods Municipal Code.

A table identifying the rationale for each proposed modification follows.

Table 1: Rational for Proposed Modifications

Laguna Woods Municipal Code Reference	Rationale
Section 6.02.010(50)	Deletion of an unnecessary definition. The term “coin-currency dealer” is defined, but not subsequently used in the Laguna Woods Municipal Code.
Section 6.02.010(65)	Deletion of an unnecessary definition. The term “commercial hog ranch” is defined, but not subsequently used in the Laguna Woods Municipal Code.

Laguna Woods Municipal Code Reference	Rationale
Section 6.02.010(155)	Deletion of an unnecessary definition. The term “junk collector” is defined, but not subsequently used in the Laguna Woods Municipal Code.
Section 6.02.010(160)	Deletion of an unnecessary definition. The term “junk dealer” is defined, but not subsequently used in the Laguna Woods Municipal Code.
Section 6.02.010(185)	See rationale for deleting the “mobile x-ray unit operator” business license requirement in Section 6.04.010. This definition of “mobile x-ray unit” is unnecessary if the “mobile x-ray unit operator” business license requirement is deleted.
Section 6.02.010(190)	See rationale for deleting the “mobile x-ray unit operator” business license requirement in Section 6.04.010. This definition of “mobile x-ray operator” is unnecessary if the “mobile x-ray unit operator” business license requirement is deleted.
Section 6.02.010(255)	See rationale for deleting the “public dance” business license requirement in Section 6.04.010. This definition of “public dance” is unnecessary if the “public dance” business license requirement is deleted.
Section 6.02.010(255)	See rationale for repealing Chapter 6.14. This definition of “roadside market” is unnecessary if Chapter 6.14 is repealed.
Section 6.02.010(260)	Deletion of an unnecessary definition. The term “secondhand dealer” is defined, but not subsequently used in the Laguna Woods Municipal Code.
Section 6.02.010(265)	Deletion of an unnecessary definition. The term “secondhand dealer” is defined, but not subsequently used in the Laguna Woods Municipal Code.
Section 6.02.010(270)	See rationale for deleting the “security systems and security officers” business license requirement in Section 6.04.010 and repealing Chapter 6.06. This definition of “security officer” is unnecessary if the business license requirement in Section 6.04.010 is deleted and Chapter 6.06 is repealed.
Section 6.02.010(275)	See rationale for deleting the “security systems and security officers” business license requirement in Section 6.04.010

Laguna Woods Municipal Code Reference	Rationale
	and repealing Chapter 6.06. This definition of “security system” is unnecessary if the business license requirement in Section 6.04.010 is deleted and Chapter 6.06 is repealed.
Section 6.02.010(285)	See rationale for deleting the “shows” business license requirement in Section 6.04.010 and repealing Chapter 6.16. This definition of “show” is unnecessary if the business license requirement in Section 6.04.010 is deleted and Chapter 6.16 is repealed.
Section 6.02.010(300)	See rationale for repealing Chapter 6.08. This definition of “taxicab stands” is unnecessary if Chapter 6.08 is repealed.
Section 6.04.010	<p>Amendment of the list of required business licenses to delete “mobile x-ray unit operator,” “peddler,” “public dance,” “security system or security officer,” and “show.”</p> <p><u>Mobile X-ray Unit Operator</u>: It is unnecessary and duplicative of state law for the City to regulate mobile x-ray unit operators. X-ray technicians and x-ray machines are subject to regulation by the California Department of Public Health and the State of California’s Radiation Control Law.</p> <p><u>Peddler</u>: The Laguna Woods Municipal Code’s definition of “peddler” overlaps, in part, with definitions for sidewalk vending under California Senate Bill 946 (Lara, Chapter 459, Statutes of 2018). Staff recommends deleting the requirement for peddlers to obtain business licenses to avoid potential conflicts with the sidewalk vending provisions of the Laguna Woods Municipal Code. Laguna Woods Municipal Code Chapter 6.44 includes a more robust permitting requirement for sidewalk vendors than currently exists in Title 6 of the Laguna Woods Municipal Code. Staff also recommends deleting the requirement for peddlers to obtain business licenses due to an overbroad definition that could be construed as requiring certain home-based businesses to obtain business licenses.</p>

Laguna Woods Municipal Code Reference	Rationale
	<p><u>Public Dance</u>: It is unnecessary for the City to regulate the mere act of dancing in a public setting. It is unclear what the business license requirement for public dances is meant to accomplish, but staff notes that it was carried over from the County of Orange’s Code of Ordinances after the City’s incorporation in 1999. The City regulates certain special events – which could conceivably include public dances under certain circumstances – under Laguna Woods Municipal Code Chapter 7.20.</p> <p><u>Security System or Security Officer</u>: See rationale for repealing Chapter 6.06.</p> <p><u>Show</u>: See rationale for repealing Chapter 6.16.</p>
Chapter 6.06	<p>Repeal of the business license requirement and regulations pertaining to “security systems and security officers.” It is unnecessary and duplicative of state law for the City to regulate security systems and security officers. Security systems and security guards are subject to regulation by the California Department of Consumer Affairs and the State of California’s Business and Professions Code.</p>
Chapter 6.08	<p>Repeal of regulations pertaining to “taxicab stands.” This chapter suggests that the City would permit permanent waiting, loading, and unloading areas for taxicabs on its public streets, and that such areas would be identified by certain specified curb and pavement markings. The City’s practice is to not allow such encroachments on public streets. On-street parking is also prohibited on all public streets. As such, this chapter is unnecessary.</p>
Chapter 6.10	<p>Repeal of regulations pertaining to “manure and fertilizer.” It is unnecessary for the City to specifically regulate the maintenance and standing time of “manure or stable, barnyard, cow yard or poultry yard refuse” due to the existence of property maintenance regulations in Laguna Woods Municipal Code Chapter 1.08 and the prohibition of</p>

Laguna Woods Municipal Code Reference	Rationale
	on-street parking on all public streets. There are also no railroads within the City’s jurisdiction despite the existing regulations addressing railroads. This chapter was carried over from the County of Orange’s Code of Ordinances after the City’s incorporation in 1999.
Chapter 6.14	Repeal of regulations pertaining to “solicitation and sales on and near highways.” This chapter conflicts with the manner in which the City is required to accommodate sidewalk vending on public sidewalks under California Senate Bill 946 (Lara, Chapter 459, Statutes of 2018). Staff recommends repealing this chapter in order to avoid potential conflicts with California Senate Bill 946 and the sidewalk vending regulations in Laguna Woods Municipal Code Chapter 6.44.
Chapter 6.16	Repeal of regulations pertaining to “shows.” This chapter is unnecessary due to – and, in part, duplicative of – the special event regulations in Laguna Woods Municipal Code Chapter 7.20, the animal regulations in Title 5 of the Laguna Woods Municipal Code, and the property maintenance regulations in Laguna Woods Municipal Code Chapter 1.08.
Chapter 6.18	Repeal of regulations pertaining to “commercial manure dealers.” This chapter contains a registration requirement for commercial manure dealers that appears to be solely for the purpose of the City’s awareness. It is unnecessary as commercial manure dealers are required to obtain a conditional use permit from the City prior to commencing operations, which would provide such awareness.

If the recommended action is taken at today’s meeting, staff anticipates scheduling the second reading and consideration of adoption of the proposed ordinance for the City Council’s next regular meeting on April 17, 2024.

Staff anticipates agendaizing consideration of the business registration ordinance requested by the City Council for the regular meeting on May 15, 2024.

Environmental Review

The City Council is asked to find that the proposed ordinance is not subject to the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et. seq., as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations (collectively “CEQA”) pursuant to sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. CEQA Guidelines Section 15378(b)(2) excludes “[c]ontinuing administrative. . . activities, such as . . . general policy and procedure making” and Section 15378(b)(5) excludes “[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” from its definition of “project.”

The City Council is also asked to find that, even if the proposed ordinance were subject to CEQA, it would be exempt based on CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Fiscal Impact

Sufficient funds to support this project are included in the City’s budget.

Documents Available for Review

Related documents – including the proposed ordinance and the Laguna Woods Municipal Code – are available for public review at or from City Hall during normal working hours. The Laguna Woods Municipal Code is also available for review at www.cityoflagunawoods.org.

Attachment: A – Proposed Ordinance
Exhibit A – Proposed Code Amendments

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ORDINANCE NO. 24-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 6.02.010 AND 6.04.010 AND REPEALING CHAPTERS 6.06, 6.08, 6.10, 6.14, 6.16, AND 6.18 OF TITLE 6 (BUSINESSES) OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO REGULATIONS, LICENSING REQUIREMENTS, AND OTHER PROVISIONS APPLICABLE TO BUSINESSES OPERATING IN LAGUNA WOODS, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, staff has recommended amending Sections 6.02.010 and 6.04.010 and repealing Chapters 6.06, 6.08, 6.10, 6.14, 6.16, and 6.18 of Title 6 (Businesses) of the Laguna Woods Municipal Code (“Code Amendments”) to clarify and amend regulations, licensing requirements, and other provisions pertaining to businesses operating in Laguna Woods; and

WHEREAS, the Code Amendments are intended to clarify and enhance ease of use of the Laguna Woods Municipal Code by deleting and repealing various provisions that are unnecessary, duplicative of state law, and/or duplicative and/or in potential conflict with other provisions of the Laguna Woods Municipal Code; and

WHEREAS, on March 20, 2024, the City Council held a duly noticed public hearing on this Ordinance at which it considered all of the information, evidence, and testimony presented, both written and oral.

THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that (i) each of the recitals to this Ordinance are true and correct, and are adopted herein as findings; (ii) the Code Amendments comply with all applicable requirements of State law; (iii) the Code Amendments will not adversely affect the health, safety, or welfare of the residents within the community; (iv) the Code Amendments are in the public interest of the City of Laguna Woods; and, (v) the Code Amendments are consistent with the Laguna Woods General Plan and its various elements.

SECTION 2. After reviewing the entire project record, the City Council hereby

determines and certifies that this Ordinance is not subject to the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et. seq., as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations (collectively “CEQA”) pursuant to sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. CEQA Guidelines Section 15378(b)(2) excludes “[c]ontinuing administrative. . . activities, such as . . . general policy and procedure making” and Section 15378(b)(5) excludes “[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” from its definition of “project.”

After reviewing the entire project record, the City Council also hereby determines and certifies that that, even if this Ordinance were subject to CEQA, it would be exempt based on CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 3. Sections 6.02.010 and 6.04.010 of Title 6 (Businesses) of the Laguna Woods Municipal Code are hereby amended to read as set forth in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

Chapters 6.06, 6.08, 6.10, 6.14, 6.16, and 6.18 of Title 6 (Businesses) of the Laguna Woods Municipal Code are hereby repealed in their entirety.

SECTION 4. This Ordinance shall take effect and be in full force and operation thirty (30) calendar days after adoption.

SECTION 5. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity of effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 6. The Mayor shall sign this Ordinance.

SECTION 7. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

SECTION 8. All of the above-referenced documents and information have been and are on file with the City Clerk of the City.

PASSED, APPROVED AND ADOPTED this XX day of XX 2024.

NOEL HATCH, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

APPROVED AS TO FORM:

ALISHA PATTERSON, City Attorney

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 24-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2023, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2024 by the following vote to wit:

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

YOLIE TRIPPY, CMC, City Clerk

**EXHIBIT A
CODE AMENDMENTS**

Section 6.02.010(50) (“Definitions” > “Coin-currency dealer”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(50) Coin-currency dealer means a person dealing in a business where coins or currency are bought, sold, traded, pawned, auctioned, or accepted for sale on consignment at a price above the face value of such coins or currency upon the basis, express or implied, that the value above the face value is derived from the age, rareness, condition, mineral content, or historical Associations of the coins or currency. Except for coins or currency, The term "coin-currency dealer" shall not include a shop where secondhand merchandise, including but not limited to jewelry or metals, is bought, sold, traded, pawned, auctioned, or accepted for sale on consignment.~~

Section 6.02.010(65) (“Definitions” > “Commercial hog ranch”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(65) Commercial hog ranch means any premises where more than 40 head of swine are maintained, raised, fed or fattened, or where two or more head of swine are maintained, raised, fed or fattened upon commercial garbage.~~

Section 6.02.010(155) (“Definitions” > “Junk collector”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(155) Junk collector means any person, firm or corporation having no fixed place of business in the City, engaged in or carrying on the business of collection, buying or selling from house to house or from place to place, gathering, collecting, buying or otherwise dealing in any old rags, sacks, bottles, cans, papers, metal or other articles commonly known as junk.~~

Section 6.02.010(160) (“Definitions” > “Junk dealer”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(160) Junk dealer means any person, firm or corporation having a fixed place of business in the City, engaged in or carrying on the business of buying or selling, either at wholesale or retail, any old rags, sacks, bottles, cans, papers, metal or other articles commonly known as junk.~~

Section 6.02.010(185) (“Definitions” > “Mobile x-ray unit”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(185) Mobile x-ray unit means any X-ray generator which is, or can be, used for the purpose of making medical diagnostic photofluorographic films of persons, and which is installed in or upon a motor vehicle or trailer so that it may be transported from place to place.~~

Section 6.02.010(190) (“Definitions” > “Mobile x-ray operator”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(190) Mobile x-ray operator means any person or other entity, who owns or legally possesses or operates a mobile x-ray unit.~~

Section 6.02.010(255) (“Definitions” > “Public dance”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(235) Public dance means a gathering of persons in or upon any premises where dancing is participated in, either as the main purpose of such gathering or as an incidental to some other purpose, and to which premises~~

~~the public is admitted, either with or without charge, and to which not more than 2,500 persons shall be admitted.~~

Section 6.02.010(255) (“Definitions” > “Roadside market”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(255) Roadside market means any vehicle, booth, stand, tent, house or other place or structure at or in which goods, wares, merchandise, food, products, vegetables or other commodities are sold, exposed for sale, bartered or given away, or where any business of any nature or kind is transacted.~~

Section 6.02.010(260) (“Definitions” > “Secondhand dealer”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(260) Secondhand dealer as used in this chapter means, and includes, any person, partnership or corporation whose business is that of engaging in buying, selling, trading, taking in pawn, accepting for sale on consignment, accepting for auctioning or auctioning secondhand personal property.~~

Section 6.02.010(265) (“Definitions” > “Secondhand dealer”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(265) Secondhand dealer also means any person who owns or operates an auction or any other event at which two or more persons offer secondhand personal property for sale or exchange and where a fee is charged for the privilege either of offering or displaying such property for sale or exchange or for admission of prospective buyers to the area where such property is offered or displayed for sale or exchange, but does not include a person who owns the land on which the auction or event occurs if he has no control over such auction or event and has no personal knowledge of any facts arising~~

~~from such auction or event which constitute a violation of any provisions of this chapter.~~

Section 6.02.010(270) (“Definitions” > “Security officer”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(270) Security officer means an individual engaged in the act of guarding property as the owner, member or employee of a security system.~~

Section 6.02.010(275) (“Definitions” > “Security system”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(275) Security system means any private service or private system which purports to furnish or does furnish to members or subscribers, any watchman or guard, either uniformed or otherwise, or any guard dog to patrol any part of the City or to guard or watch any property, including guarding against theft, fire, or both, or to perform any service usually and customarily performed by the Sheriff in his capacity as a peace officer. Security system does not include the guarding of property of a single owner by one or more individuals who are employed by such owner.~~

Section 6.02.010(285) (“Definitions” > “Show”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(285) Show means a carnival, tent show or show in the open air, or in a hall or building not specifically constructed for theatrical purposes, wherein carnivals, circuses, dog or pony shows, dramatic, musical or theatrical performances are given to audiences not exceeding 2,500 persons.~~

Section 6.02.010(300) (“Definitions” > “Taxicab stand”) of Chapter 6.02 (“General and Miscellaneous Provisions”) is hereby deleted from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~(300) Taxicab stand means the portion of a City highway designated by the Road Commissioner pursuant to this title for the use of taxicabs while waiting for employment.~~

Section 6.04.010 (“Licenses required”) of Chapter 6.04 (“Business Licenses”) of Title 6 (“Businesses”) of the Laguna Woods Municipal Code is hereby amended as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):

Sec. 6.04.010. - Licenses required.

It shall be unlawful for any person, firm or corporation to engage in, conduct, manage or carry on any of the following businesses, practices, professions or occupations within the City without first having obtained a license therefor in accordance with this chapter:

- (1) Animal exhibition;
- (2) Animal rental establishment;
- (3) Bingo games;
- (4) Business solicitor or canvasser;
- (5) Commercial stable;
- (6) Grooming parlor;
- (7) Kennel;
- ~~(8) Mobile x-ray unit operator;~~
- ~~(9) Peddler;~~
- (10) Pet shop;
- ~~(11)~~ Poolroom;
- (12) Public bath, massagist or massage parlor;
- ~~(13) Public dance;~~
- (14) Retail sale of concealable firearms;
- ~~(15) Security system or security officer;~~
- ~~(16) Show;~~
- (17) Taxicab stand;
- (18) Figure model studio and figure models;

- (1914) Dance studio and dance instructors;
- (2015) Rap session establishment and interlocutrices;
- (2116) Escort, escort bureau and introductory services.

Chapter 6.06 (“Security Systems and Security Officers”) is hereby repealed from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~**CHAPTER 6.06. – SECURITY SYSTEMS AND SECURITY OFFICERS**~~

~~**Sec. 6.06.010. – Specific licensing requirements.**~~

~~Every applicant for a security system license must have a private patrol operator's license issued by the State of California. Every applicant for a security officer license must be a citizen of the United States.~~

~~**Sec. 6.06.020. – Security officer to wear badge and carry license.**~~

~~While engaged in his duties as such, a security officer shall keep upon his person at all times his license and shall wear a badge approved by the City Manager or designee, and shall wear no other badge of any kind, character or description, except a badge issued to him by lawful governmental authority. The City Manager or designee shall approve badges that comply with the provisions of this chapter.~~

~~**Sec. 6.06.030. – Security system restricted to licensed security officers.**~~

~~The operator of a security system shall neither employ nor utilize the services in any way of a security officer whose name is not registered with the City Manager or designee, and who does not possess a valid, subsisting security officer's license.~~

~~**Sec. 6.06.040. – Security system vehicle and emblem to be distinctive.**~~

~~Licensees shall not use any vehicle which is painted in such a manner or in such colors as to cause it to be in imitation of or can be mistaken for an official patrol or traffic vehicle of the Sheriff or of any Police Department of any City within the County of Orange, nor shall any such vehicle display~~

~~any emblem or decal which is an imitation of, or can be mistaken for, any official vehicle emblem or decal of the Sheriff or of any police agency of any City within the County of Orange.~~

~~**Sec. 6.06.050. – Weapons and equipment specified by City Manager or designee.**~~

~~The City Manager or designee shall specify the police equipment, including weapons, which a licensee may wear or carry while on duty. In specifying the equipment the City Manager or designee shall consider the risks the licensee will face and whether the licensee is trained to use the equipment. A licensee shall not wear any equipment or weapon or carry any weapon not so specified.~~

~~**Sec. 6.06.060. – Uniforms to be distinctive.**~~

~~A licensee shall not wear any badge or uniform which is in imitation of, or can be mistaken for, an official Sheriff's or Marshal's badge or uniform or an official police uniform of the police force of any City within the County of Orange, or an official uniform of any State officer.~~

~~**Sec. 6.06.070. – Rank and title of licensee to be distinctive.**~~

~~A licensee shall not assume or use a rank or title the same as or similar to any rank or title used by the Sheriff or by any Police Department within the County of Orange.~~

~~**Sec. 6.06.080. – Security system's use of rank and title to be distinctive.**~~

~~A security system shall not use, grant or bestow, or permit any security officer to assume or use any rank or title the same as or similar to any rank or title used by the Sheriff or by any Police Department within the County of Orange.~~

~~**Sec. 6.06.090. – Licensee's action restricted to patrolled property.**~~

~~A licensee shall not, either by himself or through the actions of another, harass, annoy or commit a nuisance against or injure the property of, or unnecessarily enter or otherwise trespass upon the property of any person whose property the licensee is not employed to protect.~~

~~Sec. 6.06.100. – Licensee restricted from performing police duties.~~

~~A licensee shall not perform official police or investigation activities, but shall immediately report every violation of law and every unusual occurrence to the City Manager or designee. A licensee shall make a full report of such violation or other occurrence without unnecessary delay to the City Manager or designee.~~

~~Sec. 6.06.110. – Complaints investigated by City Manager or designee.~~

~~All complaints regarding the activities of a licensee shall be investigated by the City Manager or designee. Reports of such complaints shall be held in the City Manager or designee's files and shall be subject to inspection of the City Council at all times.~~

~~Sec. 6.06.120. – Return of license.~~

~~(a) A security officer shall surrender his license to his employer when his license is revoked or when he ceases to be employed as a security officer by the security system designated on his license.~~

~~(b) The licensee of a security system shall inform the City Manager or designee within five days after any security officer no longer is an owner, member or employee of such licensee and shall return the license of such security officer, or the revoked license of a security officer, to the City Manager or designee.~~

*Chapter 6.08 (“Taxicab Stands”) is hereby repealed from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with **strikethrough**).*

~~CHAPTER 6.08. – TAXICAB STANDS~~

~~Sec. 6.08.010. – Location.~~

~~Every applicant for a license for a taxicab stand must show to the satisfaction of the issuing officer that the location of the stand is such that it will not interfere with the use of the highway by the public nor endanger the~~

~~safety of the traveling public and that the public convenience and necessity require the establishment of the stand.~~

~~**Sec. 6.08.020. – Designation of.**~~

~~(a) Every taxicab stand established hereunder shall be indicated by white paint upon the entire curb surface and a six-inch wide white line boxing in the stand area. Inside the enclosed area (on the street surface) shall be painted in white letters 24 inches (minimum height) the words “TAXI ONLY.”~~

~~(b) The painting of the curb surface, lines and wording shall be done at the sole expense of the applicant both as to the initial work and any subsequent repainting which, in the opinion of the Road Commissioner, is necessary. All work shall be done to the satisfaction of the Road Commissioner.~~

Chapter 6.10 (“Manure and Fertilizer”) is hereby repealed from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~**CHAPTER 6.10. – MANURE AND FERTILIZER**~~

~~**Sec. 6.10.010. – Sanitary conditions required.**~~

~~Any person, firm or corporation maintaining on his or its premises a distributing point where manure or stable, barnyard, cow yard or poultry yard refuse is loaded from one vehicle or receptacle to other vehicles or receptacles for the purpose of distribution, shall keep such premises in a clean and sanitary condition so that the same will not become a nuisance, health or fly menace to the surrounding community. The Health Department of the County of Orange is hereby vested with power and authority to establish and enforce such reasonable regulations as in its judgment shall be necessary for the control of fly breeding and other health menaces in connection with such premises.~~

~~**Sec. 6.10.020. – Standing time limit of railroads and highways.**~~

~~(a) It shall be unlawful for any person, firm or corporation to allow any vehicle containing manure or stable, barnyard, cow yard or poultry yard~~

~~refuse or other offensive or nauseous substance to stand upon or along any railroad or upon or along any public street or highway or any public place for any longer period than is reasonably necessary for the unloading and distribution of the same, such time in any event not to exceed 48 hours.~~

~~(b) It shall be unlawful for any person, firm or corporation to allow to stand for a period longer than is reasonably necessary, and in any event not longer than 48 hours, any manure or stable, barnyard, cow yard or poultry yard refuse or other offensive or nauseous substances which have been deposited upon or along the line of any railroad or upon or along any public street or highway or any other public place in the County of Orange.~~

*Chapter 6.14 (“Solicitation and Sales On and Near Highways”) is hereby repealed from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ***strikethrough***).*

~~CHAPTER 6.14. – SOLICITATION AND SALES ON AND NEAR HIGHWAYS~~

~~Sec. 6.14.010. – Soliciting transportation, lodging and food on highways.~~

~~It shall be unlawful for any person, firm or corporation to solicit patronage for or on behalf of any person, firm or corporation, engaged in the business of transporting or transferring persons, baggage or property, or to solicit patronage for or on behalf of any hotel, lodginghouse or boardinghouse, cafe or restaurant, upon or within the public right of way within the City.~~

~~Sec. 6.14.020. – Restricted from public right of way.~~

~~It shall be unlawful for any person, firm or corporation to conduct a market commonly called or known as a "roadside market," or other business within or upon the right of way of any public highway or road within the City, or within or upon the intersections of rights of way of any public highways within the City, or in such a place and manner so as to interfere with the safe flow of normal traffic on such highway or road.~~

Chapter 6.16 (“Shows”) is hereby repealed from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~**CHAPTER 6.16. – SHOWS**~~

~~**Sec. 6.16.010. – Scope.**~~

~~All licensed shows shall comply with the requirements of this chapter.~~

~~**Sec. 6.16.020. – Food service.**~~

~~All food handling and food preparation shall meet the requirements of the California Uniform Retail Food Facilities Law (Health and Safety Code § 113700 et seq.).~~

~~**Sec. 6.16.030. – Regulations; toilet facilities.**~~

~~Toilets shall be either water flush or the chemical type. The chemical type toilets shall be serviced by a licensed vacuum truck. An adequate number of toilets for each sex shall be provided according to the following table:~~

Number of Toilets Required	Number of Persons in Attendance	
	Male	Female
1	1-100	1-100
2	101-200	101-200
3	201-400	201-400

~~Note — Over 400, add 1 fixture for each additional 500 males and 1 for each additional 300 females.~~

~~**Sec. 6.16.040. – Animal safekeeping.**~~

~~All stock, such as ponies, dogs, monkeys or other animals, are to be kept tied or in cages, so as not to endanger human life or destroy growing crops or other property adjoining the showground.~~

~~**Sec. 6.16.050. – Water supply.**~~

~~All water supplied for domestic use shall be from an approved source.~~

~~**Sec. 6.16.060. – Fly control.**~~

~~Fly breeding shall be controlled by removing all organic waste daily from the premises. This includes cleaning of the vehicles, upon arrival, that transport the animals. Insecticides, both residual and quick knockdown sprays, shall be available and used as directed by the Health Officer.~~

~~**Sec. 6.16.070. – Final cleanup.**~~

~~All manure, garbage, trash or other types of refuse shall be removed from the premises, immediately after the last showing.~~

Chapter 6.18 (“Commercial Manure Dealers”) is hereby repealed from Title 6 (“Businesses”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~).

~~**CHAPTER 6.18. – COMMERCIAL MANURE DEALERS**~~

~~**Sec. 6.18.010. – Registration.**~~

~~It shall be unlawful for any commercial manure dealer to gather, collect, haul, stockpile, spread or sell any manure or manure-like substance within the City without first registering with the City Manager or designee on forms prescribed by him. Such registration shall expire at the end of each calendar year and shall be renewed annually during the first week in January. There shall be no fee for such registration nor any subsequent renewal.~~

9.1
ANNUAL AUDIT SERVICES

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Ad Hoc Auditor Selection Committee
Christopher Macon, City Manager

FOR: March 20, 2024 Regular Meeting

SUBJECT: Annual Audit Services

Recommendation

1. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(d) related to a minimum number of competitive bids for an agreement with CliftonLarsonAllen LLP for annual audit services.

AND

2. Approve an agreement with CliftonLarsonAllen LLP for annual audit services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

Background

Laguna Woods Municipal Code Section 3.06.080(d) requires “all contracts for the performance of the annual independent audit of the City’s financial statements [to] be competitively bid by obtaining at least three bids for providing the required services, evaluating the bids pursuant to the criteria set forth in [Laguna Woods Municipal Code Section 3.06.080(a)], and making the award based on the best bid. Further, the award of all such annual independent audit contracts, regardless of cost, shall be approved by the City Council. The City Council may authorize that such annual independent audit contracts be executed by the Mayor, City Manager, Purchasing Officer, or other designee.”

The City’s current independent auditor for annual audit services, Brown Armstrong Accountancy Corporation, was awarded a contract to perform the fiscal years 2020-21, 2021-22, and 2022-23 annual audits.

On December 20, 2023, the City Council appointed Councilmembers Conners and McCary to serve on an Ad Hoc Auditor Selection Committee from December 20, 2023 through March 20, 2024 to work with staff to prepare a request for proposals and then review, evaluate, and make recommendations to the City Council regarding proposals submitted by firms interested in providing annual audit services for fiscal years 2023-24, 2024-25, and 2025-26.

Discussion

Today’s meeting is an opportunity for City Council action, as well as public input, on a proposed agreement with CliftonLarsonAllen LLP for annual audit services (Attachment A). After conducting a competitive Request for Proposals (“RFP”) process and thoroughly considering CliftonLarsonAllen LLP’s qualifications, experience, and proposal, the Ad Hoc Auditor Selection Committee, City Manager, and Administrative Services Director/City Treasurer recommend that the City Council award the agreement to CliftonLarsonAllen LLP.

The RFP was released on January 18, 2024 with proposals due by February 9, 2024. A public notice of the RFP’s availability was published in the *Laguna Woods Globe* on January 18, 2024. Notices were also directly distributed to 12 firms known to provide similar services. One proposal was received (CliftonLarsonAllen LLP).

CliftonLarsonAllen LLP proposes to provide services to the City from its Irvine office. That Irvine office provides or has provided similar services for the following cities, special districts, and other local governments:

Table 1: CliftonLarsonAllen LLP Partial Government Client List

CliftonLarsonAllen LLP Partial Government Client List	
City of Alhambra	City of Santa Fe Springs
City of Burbank	City of Temple City
City of Camarillo	City of Victorville
City of Cerritos	City of Westminster
City of Chino	Camrosa Water District
City of Colton	Casitas Municipal Water District
City of Covina	Coachella Valley Water District

City of Del Mar	El Toro Water District
City of El Monte	Encina Wastewater Authority
City of El Segundo	Fallbrook Public Utility District
City of Escondido	Granada Community Services District
City of Fillmore	Inland Empire Utilities Agency
City of Glendale	La Habra Heights County Water District
City of Hesperia	Metro Wastewater Joint Powers Authority
City of Irvine	Midway City Sanitary District
City of La Cañada Flintridge	Monterey Peninsula Regional Park District
City of La Habra	Moulton Niguel Water District
City of Lake Forest	Orange County Mosquito & Vector Control District
City of Lancaster	Orange County Superintendent of Schools
City of Norco	Placentia Library District
City of Palos Verdes Estates	Public Agency Retirement Services
City of Pico Rivera	South Coast Water District
City of Placentia	Valley-Wide Recreation & Park District
City of Rancho Palos Verdes	Ventura Port District
City of San Buenaventura	Western Municipal Water District
City of Santa Ana	Western Riverside County Regional Wastewater Authority
City of Santa Barbara	

In 2020, CliftonLarsonAllen LLP acquired White Nelson Diehl Evans LLP, another audit firm. White Nelson Diehl Evans LLP provided annual audit services to the City for fiscal years 2014-15, 2015-16, and 2016-17. During that time, White Nelson Diehl Evans LLP successfully assisted the City with its transition from preparing basic audited financial statements (prior to Fiscal Year 2014-15) to preparing annual comprehensive financial reports (beginning with Fiscal Year 2014-15). The principal and signing director that CliftonLarsonAllen LLP proposes to assign to the City's agreement were previously employed by White Nelson Diehl Evans LLP. The proposed signing director worked on two of the three annual audits White Nelson Diehl Evans LLP prepared for the City.

Additional information on CliftonLarsonAllen LLP is available on their website at www.claconnect.com/en/locations/california/offices/cla-irvine.

On February 29, 2024, the Ad Hoc Auditor Selection Committee, City Manager, and Administrative Services Director/City Treasurer interviewed CliftonLarsonAllen LLP. Topics discussed during that interview included, but were not limited to, the

firm's approach to municipal auditing, efforts to maintain continuity of personnel, and communication strategies with both elected officials and staff.

A key request of the Ad Hoc Auditor Selection Committee and staff in the RFP was for the selected firm to perform at least interim audit work in-person. Following the COVID-19 pandemic, a large number of local government audits are now conducted remotely. The Ad Hoc Auditor Selection Committee and staff felt, and continue to feel, that independent auditors working in-person, particularly during the interim audit period when – among other things – internal controls are assessed and fraud interviews are conducted, is valuable. CliftonLarsonAllen LLP's proposal includes conducting interim audit work in-person.

Fiscal Impact

Sufficient funds to support the proposed agreement are included in the City's budget.

Report Prepared With: Liz Torres, Administrative Services Director/City Treasurer

Attachment: A – Proposed Agreement

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
CLIFTONLARSONALLEN LLP
FOR ANNUAL AUDIT SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this _____ ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and CliftonLarsonAllen LLP ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on April 1, 2024 and ending at 11:59 p.m. on March 31, 2027. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

ITEM 9.1 – Attachment A

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

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

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

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

SECTION 5. RESERVED.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT ("DELIVERABLES") shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. For the avoidance of doubt, DELIVERABLES does not include CONSULTANT's workpapers which are proprietary information and access is restricted. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents which have been paid for in full, notwithstanding any billing or compensation disputes that may then exist between CITY and CONSULTANT.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's and any of CONSULTANT's subcontractors' performance of services pursuant to this AGREEMENT ("RECORDS"). For avoidance of doubt, RECORDS does not include CONSULTANT's workpapers which are proprietary information and access is

ITEM 9.1 – Attachment A

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, officials, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

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(c) CONSULTANT shall: (i) recruit, screen, interview, and assign its employees (the "ASSIGNED EMPLOYEES") to perform the work described in EXHIBIT "A" for CITY at the location(s) specified in EXHIBIT "A"; (ii) pay ASSIGNED EMPLOYEES wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as CONSULTANT deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES; (iv) ensure ASSIGNED EMPLOYEES are legally authorized to work in the United States; and, (v) have sole responsibility for providing and will provide necessary health coverage to ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(d) CONSULTANT shall not use any independent contractors to perform the services described in EXHIBIT "A" on CONSULTANT's behalf unless approved in writing by CITY in advance.

(e) CONSULTANT represents that: (i) it is solely responsible for all required training of ASSIGNED EMPLOYEES under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws; (ii) it has, and during the term of this AGREEMENT shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; (iii) it is solely responsible for the supervision of ASSIGNED EMPLOYEES; (iv) it is solely responsible for all pre-employment screening and testing of ASSIGNED EMPLOYEES, as may be required or allowed by law, including Form I-9 verification, criminal background checks, industry-specific checks, other background checks, and related recordkeeping; and, (v) it is solely responsible for performance managing, disciplining, and terminating its ASSIGNED EMPLOYEES.

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

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

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience, personnel, and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent, and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT

shall perform all services described herein in accordance with applicable professional standards.

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

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

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

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

(d) CONSULTANT affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CONSULTANT shall comply with any such requirements and CITY shall cooperate with CONSULTANT's compliance.

(e) CONSULTANT has sole responsibility for providing, and will provide, the necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(f) Upon reasonable written notice to CONSULTANT, CITY may inspect CONSULTANT's records to verify CONSULTANT's compliance with this AGREEMENT.

SECTION 11. CONFLICTS OF INTEREST.

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

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

SECTION 12. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, officials, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT or

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the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 13. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the gross negligence or willful misconduct of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation CONSULTANT's breach of any representation, warranty or obligations of CONSULTANT set for in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 14 "INSURANCE" of this AGREEMENT shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

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

SECTION 14. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT.

SECTION 15. ASSIGNMENT.

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

SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's ASSIGNED EMPLOYEES. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's ASSIGNED EMPLOYEES, prior to any such performance.

SECTION 17. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 22. AUTHORITY TO EXECUTE.

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

SECTION 23. BINDING EFFECT.

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

SECTION 24. MODIFICATION OF AGREEMENT.

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

SECTION 25. WAIVER.

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

SECTION 26. LAW TO GOVERN; VENUE.

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

SECTION 27. ATTORNEYS FEES, COSTS, AND EXPENSES.

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

SECTION 28. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed

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therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 29. SEVERABILITY.

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

SECTION 30. NO THIRD-PARTY BENEFICIARIES.

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

SECTION 31. COUNTERPARTS.

This AGREEMENT may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same agreement. The parties may also deliver executed copies of this AGREEMENT to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this AGREEMENT. At the request of either party, the parties will confirm signatures by signing and delivering an original AGREEMENT.

[SIGNATURES ON NEXT PAGE]

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

CITY OF LAGUNA WOODS:

CONSULTANT:

Christopher Macon, City Manager

Robert J. Callanan, CPA, Principal

Approved as to Form:

Alisha Patterson, City Attorney

EXHIBIT "A"**SCOPE OF SERVICES**

CONSULTANT shall audit CITY's annual financial statements for the fiscal years ending June 30, 2024 (Fiscal Year 2023-24); June 30, 2025 (Fiscal Year 2024-25); and, June 30, 2026 (Fiscal Year 2025-26). CONSULTANT shall perform its work in accordance with generally accepted auditing standards, the standards set forth for financial audits in the Government Accountability Office's ("GAO") Government Auditing Standards, the provisions of the federal Single Audit Act Amendments of 1996, and the U.S. Office of Management and Budget's Circular A-133 *Audits of States, Local Governments and Non-Profit Organizations*, as may change from time-to-time.

General Requirements

CONSULTANT shall provide services including, but not limited to:

- CONSULTANT shall express an opinion on the fair presentation of CITY's basic financial statements in conformity with Generally Accepted Auditing Standards ("GAAS") and Generally Accepted Accounting Principles ("GAAP").
- CONSULTANT shall not be required to audit the combining and individual fund financial statements and supporting schedules; however, CONSULTANT shall provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.
- CITY prepares Annual Comprehensive Financial Reports ("ACFRs") which may be submitted for consideration of award for outstanding financial reporting to the California Society of Municipal Finance Officers and/or the Government Finance Officers Association at CITY's discretion. CONSULTANT shall not be required to audit the statistical section of the ACFR; however, CONSULTANT shall be required to provide an "in-relation-to" report on the supporting statistical schedules based on the auditing procedures applied during the audit of the basic financial statements.
- CONSULTANT shall provide an "in-relation-to" report on the schedule of federal financial assistance based on the auditing procedures applied during the audit of the basic financial statements. The minimum auditing standards set forth in the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget's Circular A-133 *Audits of States, Local Governments and Non-Profit Organizations* shall be met in those years in which a single audit is required, unless an alternative compliance option is available and selected by CITY.
- CONSULTANT shall assist and advise CIY, as requested, in the preparation of reports and schedules for ACFRs including, but not limited to, reports and schedules for the

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Government-Wide Financial Statements, Fund Financial Statements, Notes to Basic Financial Statements, Required Supplementary Information, and Supplementary Schedules. CONSULTANT shall provide CITY with draft copies of the audited financial statements and suggested adjusting journal entries, if any.

- CONSULTANT shall provide CITY with ten (10) printed copies of each ACFR document and one (1) electronic copy of each ACFR document. For purposes of this provision, “ACFR document” shall include the ACFR and all reports issued by CONSULTANT.

Reports to be Issued by CONSULTANT

- A report on the fair presentation of the financial statements of CITY, in conformity with generally accepted accounting principles.
- An “in-relation-to” report on the supporting statistical schedules.
- An “in-relation-to” report on the schedule of federal financial assistance.
- A single audit report, if applicable.
- A report on compliance with general and specific requirements related to major and non-major federal financial assistance programs.
- A report on compliance with the Gann appropriation limit.
- A report on the internal control structure based on CONSULTANT’s understanding of the control structure and assessment of control risk.
- A report on compliance with applicable laws and regulations. The report on compliance shall include information on all instances of noncompliance.
- In the required reports on internal controls, CONSULTANT shall communicate any reportable conditions found during the audit. A “reportable condition” shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect CITY’s ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also considered material weaknesses shall be identified as such in the reports.
- Non-reportable conditions discovered by CONSULTANT shall be reported in a separate letter to management, which shall be referred to in the report on internal controls.
- CONSULTANT shall provide a separate and immediate written report of all irregularities

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and illegal acts of which they become aware to the five (5) members of the City Council of CITY, the CITY's City Manager, and the CITY's City Attorney.

- Any other report required by GAAS or other authoritative guidance.

Other Requirements

- CONSULTANT shall participate in two meetings with individuals designated by the City Council of CITY (or, similar meetings at CITY's discretion) per audit. The first meeting shall occur during or following interim audit work and include, but not be limited to, CONSULTANT providing information on the audit process and changes in audit practices, as well as obtaining specific feedback regarding the engagement. The second meeting shall occur following year-end audit work and include a review of work and findings to-date. These meetings may be conducted in-person or virtually at the discretion of CONSULTANT.
- CONSULTANT shall participate in one meeting of the City Council of CITY per audit to present the audit's findings and answer related questions from the City Council of CITY, CITY staff, and general public. CONSULTANT may participate in this meeting in-person or virtually at their discretion.
- *Professional Services.* In addition to completing the annual audit, CONSULTANT shall be available during normal business hours throughout the term of the agreement to provide CITY with advice and guidance on financial accounting and reporting issues. CONSULTANT shall also keep CITY abreast of the working requirements of all new accounting and financial reporting pronouncements of the U.S. Office of Management and Budget, the State of California, the Governmental Accounting Standards Board, and other applicable agencies.
- CONSULTANT shall designate audit personnel to include a designated senior staff member, manager, director, or partner, who will be responsible for responding to CITY's telephone calls and email communications within one (1) business day.

Time Requirements

In order to complete the review of CITY's internal control and compliance by the first week of November and the audit report by the following week, audit work shall be performed as follows, unless alternate arrangements have been agreed to by CITY and CONSULTANT:

- **Interim Audit Work:** CONSULTANT shall prepare an audit timetable and define the audit program and schedule, including the resource requirements from CITY staff with the time frame for each requirement. CONSULTANT shall commence interim audit work accordingly. CONSULTANT shall perform interim audit work in-person at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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- Year-End Audit Work: CONSULTANT shall update and complete the interim examination and review of the relevant financial statements. CONSULTANT's year-end work may commence immediately following CITY staff's year-end close of CITY's financial records which shall be completed on or about the second week in September. CONSULTANT shall perform year-end audit work in-person at Laguna Woods City Hall, or virtually, at CONSULTANT's discretion.

EXHIBIT "B"
COMPENSATION

CONSULTANT shall be compensated using the following rates:

Table B-1: Compensation Schedule – Fixed Rates

Service	Fiscal Year 2023-24	Fiscal Year 2024-25	Fiscal Year 2024-25
Regular Audit	\$31,510	\$32,610	\$33,750
Single Audit or Examination	\$5,250 for first major program, \$3,000 for each additional major program	\$5,430 for first major program, \$3,000 for each additional major program	\$5,620 for first major program, \$3,000 for each additional major program
Gann Appropriation Limit	\$420	\$430	\$450

Table B-2: Compensation Schedule – Hourly Rates for Professional Services¹

Title	Fiscal Year 2023-24	Fiscal Year 2024-25	Fiscal Year 2024-25
Principal	\$400 per hour	\$414 per hour	\$428 per hour
Signing Director	\$300 per hour	\$311 per hour	\$322 per hour
Senior	\$165 per hour	\$171 per hour	\$177 per hour
Associate	\$130 per hour	\$135 per hour	\$140 per hour
Administrative Support Staff	\$95 per hour	\$98 per hour	\$101 per hour

¹ CONSULTANT shall bill “Hourly Rates” in 15-minute increments with no minimum or maximum number of hours. CONSULTANT shall not receive separate compensation for travel, lodging, mileage, telephone service, internet service, food, or drink. CONSULTANT shall provide all professional services under this AGREEMENT only as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for professional services.

The rates set forth in tables B-1 and B-2 are all inclusive.

EXHIBIT "C"
INSURANCE

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

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

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

(2) Insurance Services Office form number CA 0001 (Ed. 03/10) covering Automobile Liability. The auto liability policy must cover all non-owned autos, scheduled autos, and hired autos subject to the written approval of CITY.

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

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

(5) Professional liability insurance.

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

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

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

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

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(4) Professional Liability: \$1,000,000 per claim and no less than \$1,00,000 general aggregate.

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage

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required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

9.2
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: March 20, 2024 Regular Meeting

SUBJECT: Fiscal Years 2024-34 Pavement Management Plan

Recommendation

Adopt a resolution titled:

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, AND ADOPTING A PAVEMENT MANAGEMENT PLAN FOR FISCAL YEARS 2024-25 THROUGH 2033-34

Background

The City maintains approximately 9.82 centerline miles of pavement on four public streets in Laguna Woods (El Toro Road, Moulton Parkway, Ridge Route Drive, and Santa Maria Avenue), all of which are identified on the Orange County Master Plan of Arterial Highways (“MPAH”). Centerline miles are measurements of the length of streets, irrespective of the number of vehicle travel lanes.

Cities are required to adopt and update a pavement management plan at least every two years 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 15, 2022 for Fiscal Years 2022-32.

Discussion

Today’s meeting is an opportunity for City Council action, as well as public input, on the proposed Fiscal Years 2024-34 Pavement Management Plan (Attachment A). Staff recommends that the City Council adopt the proposed Fiscal Years 2024-34 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 Kimley-Horn and Associates, Inc. Kimley-Horn and Associates has recently provided similar services for the cities of Agoura Hills, Artesia, and Monterey.

Following field inspections conducted in October 2023, the City’s pavement was found to be in “good” condition, overall, with an average Pavement Condition Index (“PCI”) of 88.00 of 100.00, which is an increase from the PCI measurements in November 2021 and February 2020, which were 86.60 and 86.17, respectively.

While not required by OCTA, the proposed Pavement Management Plan includes a 10-fiscal-year – instead of seven-fiscal-year – maintenance and rehabilitation plan. That extended 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.

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

Table 1: Impact of Proposed Pavement Management Plan on Current Budget

Fiscal Year	Current Project	Proposed Project
2023-24	Westbound El Toro Road between Canyon Wren and Tanager. Budget: 325,821	N/A – Project is Complete
2024-25	Westbound El Toro Road between Tanager and Calle Corta. Budget: \$195,795	Westbound El Toro Road between Calle Corta and City Limits. Budget: \$264,000
Net Fiscal Impact (Fiscal Years 2023-25): Fiscal Year 2024-25 appropriations would need to be increased in the amount of \$68,205.		

Table 2: Impact of Proposed Pavement Management Plan on Next Budget

Fiscal Year	Current Project	Proposed Project
2025-26	Northbound Moulton Parkway between City Limits and Calle Cortez. Budget: \$405,799	Eastbound Santa Maria Avenue between Santa Vittoria and Moulton Parkway. Budget: \$259,000
2026-27	Westbound El Toro Road between Calle Corta and City Limits. Budget: \$335,818	Northbound Moulton Parkway between City Limits and Calle Cortez. Budget: \$329,000
Net Fiscal Impact (Fiscal Years 2025-27): When the budget is adopted, appropriations would need to be \$153,617 less than anticipated.		

If the recommended action is taken at today's meeting, staff would incorporate the proposed Pavement Management Plan into the next proposed update of the Capital Improvement Program and corresponding budget adjustments.

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. The funding necessary to implement the proposed Pavement Management Plan would be considered during the next proposed update of the Capital Improvement Program.

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.

Report Prepared With: April Baumgarten, Public Works Administrator

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

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RESOLUTION NO. 24-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, AND ADOPTING A PAVEMENT MANAGEMENT PLAN FOR FISCAL YEARS 2024-25 THROUGH 2033-34

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, 2024 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, 2024. 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 2024.

NOEL HATCH, 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. 24-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 2024, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk



Laguna Woods

Pavement Management Plan

Prepared by: Kimley-Horn
Submitted to OCTA: 2/20/24

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I. Pavement Management Plan Certification

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

The plan was developed by Kimley-Horn¹ using PAVER 7.0, a pavement management system, conforming to American Society of Testing and Materials (ASTM) Standard D6433, and contains, at a minimum, the following elements:

- Inventory of the Master Plan of Arterial Highways (MPAH) and local routes reviewed and updated biennially. The last update of the inventory was completed in October 2023 for MPAH streets. The Laguna Woods pavement network does not contain local streets.
- Assessment of pavement condition for all routes in the system, updated biennially. The last field review of pavement condition was completed in October 2023.
- Percentage of all sections of pavement needing:
 - Preventive Maintenance: 48.9%
 - Rehabilitation: 2.2%
 - Reconstruction: 0.0%
- Budget needs for Preventive Maintenance, Rehabilitation, and/or Reconstruction of deficient sections of pavement for:
 - Current biennial period \$640,000
 - Following biennial period \$523,000
- Funds budgeted or available for Preventive Maintenance, Rehabilitation, and/or Reconstruction:
 - Current biennial period \$640,000
 - Following biennial period \$640,000
- Backlog by year of unfunded pavement rehabilitation, restoration, and reconstruction needs.
- 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.

A copy of this certification is being provided to the Orange County Transportation Authority.

Submitted by:

Tim Miller, P.E.
 Name (Print) 

 Signed
Consulting Professional Engineer, #C82327
 Title

City of Laguna Woods
 Jurisdiction
2/20/2024

 Date

¹ An electronic copy of the Pavement Management Plan (with PAVER or StreetSaver compatible files) has been, or will be, submitted with the certification statement

II. Executive Summary

The roadway network in the City of Laguna Woods, California represents a significant investment by the residents of Laguna Woods. Getting to, from, and around the City depends on the serviceability of its roadway network. When roadway pavements become distressed with ruts, potholes, and cracks, it impacts the community: trips take longer, the ride is bumpier, and vehicle maintenance costs increase.

The City of Laguna Woods executed a Pavement Management Program update to investigate current conditions of approximately 9.8 miles of its roadway network. The information provided in this report details the methodology used to collect and analyze pavement distress data and existing pavement conditions across the City's roadway network.

The results of the analysis indicate that as of October 2023, the Laguna Woods pavement network has a pavement condition index (PCI) value of 88. Approximately 99% of inspected roadways are in *Satisfactory* or better condition. Approximately 1% of roadways are in *Fair* condition, and 0% of inspected roadways are in *Poor* or worse condition. This distribution of conditions is concentrated on the upper end of the PCI scale.

In its recent Capital Improvement Program (CIP) projects, Laguna Woods has found success with pavement performance and aesthetics by executing a single mill and overlay project each year. This report lists CIP project recommendations for the next 10 years. Projects are assumed to consist of only mill and overlay and are limited to about \$300,000 on average.

The City provided Kimley-Horn with contractor bid tabs for its upcoming 2024 mill and overlay project on westbound El Toro Road. These costs were converted into unit costs and separated into administrative and construction/material categories. Design costs are estimated at 5% of the construction cost and included in the Administration costs.

Kimley-Horn developed CIP project limits and priorities by identifying sections with the lowest PCI value in the network and then including adjacent sections, where possible, until the total project cost is between \$250,000 and \$350,000. Ten potential CIP projects for fiscal years 2025 through 2034 were determined and are presented with costs. Current and historical inspection data dating back to 2014 was used within the PAVER software to model the City's average pavement deterioration rate. Through this process, it was found that pavements degrade at a rate of approximately 0.62 PCI points per year on average. This deterioration rate was used to determine the projected PCI values at the time of each CIP project.

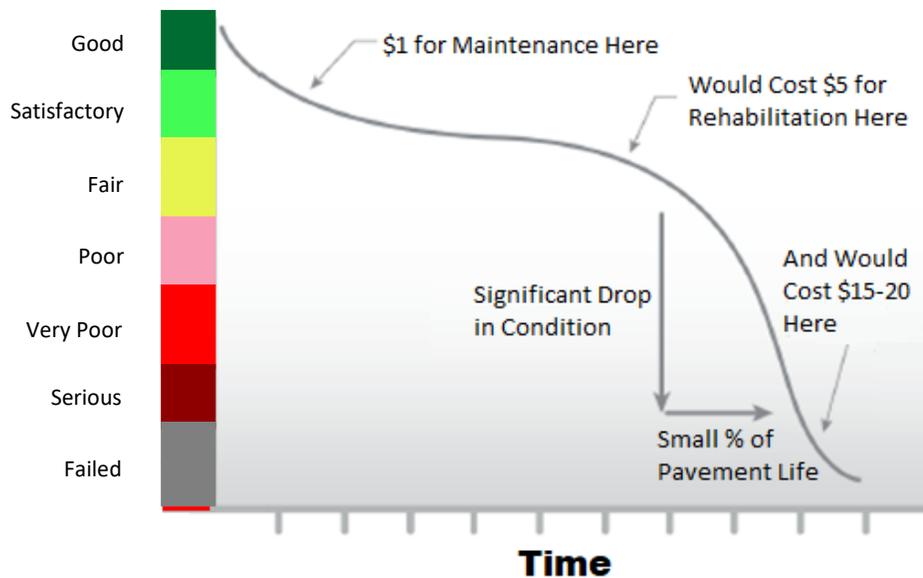
The results of this pavement condition assessment indicate that the overall PCI condition of the Project network is *Good* as of October 2023. This pavement evaluation was conducted in accordance with the methodology described herein, which constitutes the best available methodology for pavement analysis using a visual evaluation technique.

The pavement condition analysis summarized here was conducted at the network level and is not meant to replace the engineering and planning judgment required for project-level analysis and design work. It should be noted that Kimley-Horn has no control over the cost of labor, materials, equipment, or broader market conditions. Projects identified as needing work in the near-term should be evaluated by the County on a case-by-case basis to ensure that the network-level decisions appropriately translate to the individual project.

III. Background (Optional)

The City's roadway network was evaluated in accordance with the standard method for conducting visual pavement evaluations, *ASTM D6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys*. Using this method, trained and certified personnel evaluated the Laguna Woods roadway network to assess pavement conditions by documenting distresses visible on the roadway surface. The ASTM method relies on selecting representative roadway areas and tabulating pavement distress types, quantities, and severities to determine the PCI value for the roadway section. Higher PCI scores represent better pavement conditions. A PCI value of 100 signifies a road in excellent condition while a PCI value of 0 represents a road in failed condition. PCI values are assigned a condition category.

Pavement conditions deteriorate over time as vehicle loading, environmental conditions, and drainage undermine the integrity of the pavement structure. Well-timed M&R activities can slow or reverse this deterioration. Systematically applying M&R treatments to the pavement surface before significant distress has been observed helps preserve pavement conditions and extends the pavement lifespan. Repairing the pavement after damage has occurred increases costs, often significantly. The figure below illustrates the financial impact of performing roadway M&R at different times in the pavement life cycle, with pavements in the poorest condition requiring costlier M&R treatments.



IV. Current Pavement Conditions (PCI)

Current Network PCI	Current MPAH PCI	Current Local PCI
87.92	87.92	N/A

V. Projected Pavement Conditions (PCI)

Should be by projected PCI by year under existing or expected funding levels for next seven fiscal years. The starting point for PCI projections is assumed to be the inspection date of October 17, 2023.

Fiscal Year	Current Funding	Entire Network PCI	MPAH	Local
Today	\$320,000	87.92	87.92	N/A
2023-24	\$320,000	88.54	88.54	N/A
2024-25	\$264,000	88.76	88.76	N/A
2025-26	\$259,000	89.09	89.09	N/A
2026-27	\$329,000	89.52	89.52	N/A
2027-28	\$305,000	88.99	88.99	N/A
2028-29	\$331,000	89.21	89.21	N/A
2029-30	\$325,000	88.85	88.85	N/A

VI. Alternative Funding Levels**Maintain Existing Average Network PCI**

Fiscal Year	Maintain Funding	Entire Network PCI	MPAH	Local
Today	\$191,515	87.92	87.92	N/A
2023-24	\$175,259	88.42	88.42	N/A
2024-25	\$166,955	88.44	88.44	N/A
2025-26	\$101,158	88.46	88.46	N/A
2026-27	\$197,504	88.36	88.36	N/A
2027-28	\$155,392	88.35	88.35	N/A
2028-29	\$180,232	88.22	88.22	N/A
2029-30	\$131,292	88.12	88.12	N/A

Improve Average Network PCI

Fiscal Year	Increase PCI Funding	Entire Network PCI	MPAH	Local
Today	\$320,000	87.92	87.92	N/A
2023-24	\$320,000	88.54	88.54	N/A
2024-25	\$264,000	88.76	88.76	N/A
2025-26	\$259,000	89.09	89.09	N/A
2026-27	\$329,000	89.52	89.52	N/A
2027-28	\$305,000	88.99	88.99	N/A
2028-29	\$331,000	89.21	89.21	N/A
2029-30	\$325,000	88.85	88.85	N/A

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.

VII. Current and Projected Backlog by Year of Pavement Maintenance Needs

Fiscal Year	Current Funding Backlog	Maintain PCI Backlog	Increase PCI Backlog
Current	\$489,412	\$593,953	\$489,412
2023-24	\$243,338	\$442,518	\$243,338
2024-25	\$0	\$295,761	\$0
2025-26	\$0	\$211,310	\$0
2026-27	\$62,462	\$360,053	\$62,462
2027-28	\$0	\$224,178	\$0
2028-29	\$0	\$348,874	\$0
2029-30	\$0	\$237,831	\$0

VIII. Centerline Mileage

Entire Pavement Network	MPAH	Local Roads
9.82 miles	9.82 miles	0 miles

IX. Percentage of Network in Each of Five Condition Categories Based on Centerline Miles

Condition Category	PCI Range	Network	Percent Area of Total Pavement	Area of Pavement (sf)	Percent Centerline Mileage of Network	Centerline Mileage of Network
Very Good	86-100	MPAH	55.0%	1,159,749	53.8%	5.28
		Local	N/A	N/A		N/A
Good	75-85	MPAH	43.6%	918,543	45.0%	4.42
		Local	N/A	N/A		N/A
Fair	60-74	MPAH	1.4%	28,656	1.1%	0.11
		Local	N/A	N/A		N/A
Poor	41-59	MPAH	0%	0	0%	0
		Local	N/A	N/A		N/A
Very Poor	0-40	MPAH	0%	0	0%	0
		Local	N/A	N/A		N/A

X. Reduction in Local Match

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

- a. 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 street categories;

or

- b. 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”.

If applicable, please use the space below to justify the local agency’s eligibility for a reduction in Local Match based on the statement above.

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 87.9. 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 seven years.

XI. Appendix A – Ten-Year Road Maintenance and Rehabilitation Plan Based on Current or Expected Funding Level and Maintenance of Current System PCIs

The seven-year plan for road maintenance and rehabilitation should be based on current and projected budget. Street sections selected for treatment should be identified here. Specific data to be submitted should follow the format below:

MPAH								
	Limits of Work							
Street Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment

LOCAL								
	Limits of Work							
Street Name	From	To	Length of Segment	Width of Segment	Pavement Area	Type of Treatment	Cost of Treatment	Year of Treatment

Please attach the seven-year road maintenance and rehabilitation plan, following the above template, after this sheet. The plan should be labeled Appendix A.

MPAH								
Street Name	Limits of Work		Length (ft)	Width (ft)	Area (SF)	Treatment Type	Total Cost	Year of Treatment
	From	To						
EL TORO ROAD	ALISO CREEK RD	528' SW/ALISO CREEK	590	43	28,656	Mill & Overlay	\$ 89,000	2025
EL TORO ROAD	CALLE CORTA	ALISO CREEK RD	1,315	42	56,577	Mill & Overlay	\$ 175,000	2025
SANTA MARIA AVENUE	WEST OF VIA VISTA / LH CITY LIMIT	SAN REMO DRIVE	552	25	16,240	Mill & Overlay	\$ 50,000	2026
SANTA MARIA AVENUE	SAN REMO DRIVE	MOULTON PARKWAY	1,712	25	48,180	Mill & Overlay	\$ 149,000	2026
SANTA MARIA AVENUE	SANTA VITTORIA	WESTERN LAGUNA HILLS CITY LIMIT	756	25	19,082	Mill & Overlay	\$ 60,000	2026
MOULTON PARKWAY	VIA IGLESIA	CALLE CORTEZ	1,210	39	50,614	Mill & Overlay	\$ 157,000	2027
MOULTON PARKWAY	CITY LIMITS 738' S/CALLE ARAGON	CALLE ARAGON	755	40	29,808	Mill & Overlay	\$ 93,000	2027
MOULTON PARKWAY	CALLE ARAGON	VIA IGLESIA	575	40	25,808	Mill & Overlay	\$ 79,000	2027
EL TORO ROAD	HOME DEPOT / TOWN CENTER	CALLE SONORA	750	42	33,150	Mill & Overlay	\$ 103,000	2028
EL TORO ROAD	MOULTON PKWY	HOME DEPOT/TOWN CENTER	1,495	38	64,885	Mill & Overlay	\$ 202,000	2028
MOULTON PARKWAY	EL TORO RD	GATE NO.12	1,518	40	67,802	Mill & Overlay	\$ 210,000	2029
MOULTON PARKWAY	VIA CAMPO VERDE	EL TORO RD	710	40	38,896	Mill & Overlay	\$ 121,000	2029
MOULTON PARKWAY	GATE NO.12	EL TORO RD	1,515	40	72,426	Mill & Overlay	\$ 224,000	2030
MOULTON PARKWAY	EL TORO RD	VIA CAMPO VERDE	720	40	32,690	Mill & Overlay	\$ 101,000	2030
SANTA MARIA AVENUE	SAN REMO DRIVE	WEST OF VIA VISTA / LH CITY LIMITS	552	30	19,704	Mill & Overlay	\$ 62,000	2031
SANTA MARIA AVENUE	MOULTON PARKWAY	SAN REMO DRIVE	1,732	30	49,952	Mill & Overlay	\$ 156,000	2031
SANTA MARIA AVENUE	WESTERN LAGUNA HILLS CITY LIMIT	SANTA VITTORIA	772	25	18,621	Mill & Overlay	\$ 58,000	2031
SANTA MARIA AVENUE	SANTA VITTORIA	BC OF AVENIDA SOSIEGA	812	25	23,832	Mill & Overlay	\$ 74,000	2031
EL TORO ROAD	584' W / ALISO CREEK ROAD	ALISO CREEK ROAD	580	42	25,368	Mill & Overlay	\$ 78,000	2032
EL TORO ROAD	AVENIDA SEVILLA	PASEO DE VALENCIA	1,585	34	63,918	Mill & Overlay	\$ 198,000	2032
EL TORO ROAD	TANAGER LN	CALLE CORTA	1,175	42	52,775	Mill & Overlay	\$ 164,000	2033
EL TORO ROAD	PASEO DE VALENCIA	AVENIDA SEVILLA	1,585	34	57,258	Mill & Overlay	\$ 179,000	2033
MOULTON PARKWAY	VIA IGLESIA	CALLE ARAGON	555	40	25,063	Mill & Overlay	\$ 78,000	2034
MOULTON PARKWAY	SANTA MARIA	GATE NO.12	1,995	40	83,152	Mill & Overlay	\$ 258,000	2034
EL TORO ROAD	CALLE CORTA	TANAGER LANE	1,172	42	48,532	None	\$ -	N/A
EL TORO ROAD	TANAGER LANE	CANYON WREN LANE	2,085	42	87,728	None	\$ -	N/A
EL TORO ROAD	CANYON WREN LN	TANAGER LN	2,105	42	90,255	None	\$ -	N/A

MPAH								
Street Name	Limits of Work		Length (ft)	Width (ft)	Area (SF)	Treatment Type	Total Cost	Year of Treatment
	From	To						
EL TORO ROAD	CANYON WREN LANE	CALLE SONORA	1,545	42	68,908	None	\$ -	N/A
EL TORO ROAD	CALLE SONORA	CANYON WREN LN	1,560	42	68,832	None	\$ -	N/A
EL TORO ROAD	CALLE SONORA	HOME DEPOT / TOWN CENTER	750	42	36,091	None	\$ -	N/A
EL TORO ROAD	HOME DEPOT/TOWN CENTER	MOULTON PKWY	1,515	39	76,409	None	\$ -	N/A
EL TORO ROAD	MOULTON PKWY	WILLOW CENTER	580	35	20,795	None	\$ -	N/A
EL TORO ROAD	WILLOW CENTER	MOULTON PKWY	580	34	28,230	None	\$ -	N/A
EL TORO ROAD	WILLOW CENTER	CHURCHES INTERSECTION	580	33	21,692	None	\$ -	N/A
EL TORO ROAD	CHURCHES INTERSECTION	WILLOW CENTER	580	34	20,430	None	\$ -	N/A
EL TORO ROAD	CHURCHES INTERSECTION	AVENIDA SEVILLA	1,175	34	45,915	None	\$ -	N/A
EL TORO ROAD	AVENIDA SEVILLA	CHURCHES INTERSECTION	1,185	34	42,896	None	\$ -	N/A
EL TORO ROAD	ALISO CREEK ROAD	CALLE CORTA	1,310	42	57,924	None	\$ -	N/A
MOULTON PARKWAY	CALLE ARAGON	CITY LIMITS 738' S/CALLE ARAGON	735	40	29,786	None	\$ -	N/A
MOULTON PARKWAY	CALLEZ CORTEZ	VIA IGLESIA	1,205	40	48,200	None	\$ -	N/A
MOULTON PARKWAY	CALLE CORTEZ	VIA CAMPO VERDE	2,235	40	95,498	None	\$ -	N/A
MOULTON PARKWAY	VIA CAMPO VERDE	CALLE CORTEZ	2,215	40	90,718	None	\$ -	N/A
MOULTON PARKWAY	GATE NO.12	SANTA MARIA	1,960	40	83,222	None	\$ -	N/A
RIDGE ROUTE DRIVE	MOULTON PARKWAY	350' E / MOULTON PARKWAY	425	36	16,040	None	\$ -	N/A
SANTA MARIA AVENUE	BC OF AVENIDA SOSIEGA	SANTA VITTORIA	815	25	24,390	None	\$ -	N/A

XII. Appendix B – Complete Listing of Current Street Conditions

A complete listing of current pavement conditions should be included in this report. Specific data to be submitted should follow the format below:

MPAH						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date

LOCAL						
Street Name	From	To	Width of Segment	Area	Current PCI	Most Recent Inspection Date

Please attach the complete street listing, following the above template, after this sheet. The pages should be labeled Appendix B.

MPAH						
Street Name	From	To	Width (ft)	Area (SF)	Current PCI	Date of Inspection
EL TORO ROAD	ALISO CREEK RD	528' SW/ALISO CREEK	43	28,656	70	10/17/2023
EL TORO ROAD	584' W / ALISO CREEK ROAD	ALISO CREEK ROAD	42	25,368	84	10/17/2023
EL TORO ROAD	CALLE CORTA	TANAGER LANE	42	48,532	88	10/17/2023
EL TORO ROAD	TANAGER LN	CALLE CORTA	42	52,775	84	10/17/2023
EL TORO ROAD	TANAGER LANE	CANYON WREN LANE	42	87,728	89	10/17/2023
EL TORO ROAD	CANYON WREN LN	TANAGER LN	42	90,255	100	10/17/2023
EL TORO ROAD	CANYON WREN LANE	CALLE SONORA	42	68,908	87	10/17/2023
EL TORO ROAD	CALLE SONORA	CANYON WREN LN	42	68,832	90	10/17/2023
EL TORO ROAD	CALLE SONORA	HOME DEPOT / TOWN CENTER	42	36,091	92	10/17/2023
EL TORO ROAD	HOME DEPOT / TOWN CENTER	CALLE SONORA	42	33,150	83	10/17/2023
EL TORO ROAD	HOME DEPOT/TOWN CENTER	MOULTON PKWY	39	76,409	87	10/17/2023
EL TORO ROAD	MOULTON PKWY	HOME DEPOT/TOWN CENTER	38	64,885	79	10/17/2023
EL TORO ROAD	MOULTON PKWY	WILLOW CENTER	35	20,795	97	10/17/2023
EL TORO ROAD	WILLOW CENTER	MOULTON PKWY	34	28,230	97	10/17/2023
EL TORO ROAD	AVENIDA SEVILLA	PASEO DE VALENCIA	34	63,918	84	10/17/2023
EL TORO ROAD	PASEO DE VALENCIA	AVENIDA SEVILLA	34	57,258	86	10/17/2023
EL TORO ROAD	WILLOW CENTER	CHURCHES INTERSECTION	33	21,692	97	10/17/2023
EL TORO ROAD	CHURCHES INTERSECTION	WILLOW CENTER	34	20,430	96	10/17/2023
EL TORO ROAD	CHURCHES INTERSECTION	AVENIDA SEVILLA	34	45,915	95	10/17/2023
EL TORO ROAD	AVENIDA SEVILLA	CHURCHES INTERSECTION	34	42,896	95	10/17/2023
EL TORO ROAD	ALISO CREEK ROAD	CALLE CORTA	42	57,924	91	10/17/2023
EL TORO ROAD	CALLE CORTA	ALISO CREEK RD	42	56,577	82	10/17/2023
MOULTON PARKWAY	VIA IGLESIA	CALLE CORTEZ	39	50,614	78	10/17/2023
MOULTON PARKWAY	VIA IGLESIA	CALLE ARAGON	40	25,063	85	10/17/2023
MOULTON PARKWAY	CITY LIMITS 738' S/CALLE ARAGON	CALLE ARAGON	40	29,808	79	10/17/2023
MOULTON PARKWAY	CALLE ARAGON	CITY LIMITS 738' S/CALLE ARAGON	40	29,786	91	10/17/2023
MOULTON PARKWAY	CALLE ARAGON	VIA IGLESIA	40	25,808	84	10/17/2023
MOULTON PARKWAY	CALLEZ CORTEZ	VIA IGLESIA	40	48,200	91	10/17/2023
MOULTON PARKWAY	CALLE CORTEZ	VIA CAMPO VERDE	40	95,498	99	10/17/2023
MOULTON PARKWAY	VIA CAMPO VERDE	CALLE CORTEZ	40	90,718	97	10/17/2023
MOULTON PARKWAY	EL TORO RD	GATE NO.12	40	67,802	85	10/17/2023
MOULTON PARKWAY	GATE NO.12	EL TORO RD	40	72,426	85	10/17/2023
MOULTON PARKWAY	GATE NO.12	SANTA MARIA	40	83,222	91	10/17/2023
MOULTON PARKWAY	SANTA MARIA	GATE NO.12	40	83,152	85	10/17/2023

MPAH						
Street Name	From	To	Width (ft)	Area (SF)	Current PCI	Date of Inspection
MOULTON PARKWAY	VIA CAMPO VERDE	EL TORO RD	40	38,896	79	10/17/2023
MOULTON PARKWAY	EL TORO RD	VIA CAMPO VERDE	40	32,690	80	10/17/2023
RIDGE ROUTE DRIVE	MOULTON PARKWAY	350' E / MOULTON PARKWAY	36	16,040	91	10/17/2023
SANTA MARIA AVENUE	WEST OF VIA VISTA / LH CITY LIMIT	SAN REMO DRIVE	25	16,240	77	10/17/2023
SANTA MARIA AVENUE	SAN REMO DRIVE	WEST OF VIA VISTA / LH CITY LIMITS	30	19,704	85	10/17/2023
SANTA MARIA AVENUE	SAN REMO DRIVE	MOULTON PARKWAY	25	48,180	83	10/17/2023
SANTA MARIA AVENUE	MOULTON PARKWAY	SAN REMO DRIVE	30	49,952	84	10/17/2023
SANTA MARIA AVENUE	WESTERN LAGUNA HILLS CITY LIMIT	SANTA VITTORIA	25	18,621	82	10/17/2023
SANTA MARIA AVENUE	BC OF AVENIDA SOSIEGA	SANTA VITTORIA	25	24,390	90	10/17/2023
SANTA MARIA AVENUE	SANTA VITTORIA	BC OF AVENIDA SOSIEGA	25	23,832	82	10/17/2023
SANTA MARIA AVENUE	SANTA VITTORIA	WESTERN LAGUNA HILLS CITY LIMIT	25	19,082	85	10/17/2023

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.

If the agency is unable to provide pavement data in the requested GIS format, a request for exception must be submitted by the agency. When requesting an exception, the agency must provide a letter signed by the Public Works Director with an explanation and a timeline of when the agency will have capabilities of providing pavement data in the required GIS digital format.

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)
- 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. An example of a GIS attribute table for road segments is shown below (Note that there are additional attributes such as surface, functional class, and number of travel lanes).

	OBJECTID *	Sec ID	Street Name	From	To	PCI	Insp Date	Length	Width	Area	Surface	FuncClass	Lanes
1	43	4022	ARBORWOOD	HEDGE LN	CANYONWOOD	89	1/11/2013	254	48	12192	AC	SECONDARY	2
2	44	4025	ARBORWOOD	BETHESDA	YALE CT	92	1/11/2013	374	48	17952	AC	SECONDARY	2
3	45	4031	ARBORWOOD	WINTHROP	BETHESDA	89	1/11/2013	866	48	41568	AC	SECONDARY	2
4	46	4187	ARBORWOOD	YALE CT	HEDGE LN	89	1/11/2013	1691	48	81168	AC	SECONDARY	2
5	47	4195	ARBORWOOD	CITRUSGLEN	WINTHROP	90	1/11/2013	434	48	20832	AC	SECONDARY	2
6	109	1862	CAMPUS DR	CARLSON AVE	UNIVERSITY DR	99	12/19/2012	3963	58	200334	AC	SECONDARY	4
7	110	2057	CAMPUS DR	MAC ARTHUR BLVD	VON KARMAN AVE	93	12/19/2012	1689	30	64670	AC	SECONDARY	4
8	111	2058	CAMPUS DR	VON KARMAN AVE	TELLER AVE	93	12/19/2012	1310	30	39300	AC	SECONDARY	4
9	112	2060	CAMPUS DR	TELLER AVE	JAMBOREE RD	96	12/19/2012	700	24	18300	AC	SECONDARY	4
10	116	9961	CAMPUS DR	JAMBOREE RD	CARLSON AVE	98	12/19/2012	1164	68	88752	AC	SECONDARY	2
11	117	4186	CANYONWOOD	MEADOWOOD	ARBORWOOD	89	1/11/2013	1026	47	48472	AC	SECONDARY	2
12	118	1409	CARLSON AVE	MICHELSON DR	PALATINE	100	12/19/2012	1146	65	74490	AC	SECONDARY	4

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 when collecting pavement distress data for a pavement management system.

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

Objectives

This document constitutes a formal QA/QC Plan for the City of Laguna Woods. It was prepared on 2/13/2024 and last revised on 2/14/2024.

Specifically, it is intended for the 2023 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), originally adopted in May 2010.

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
- Safety

Condition Survey Procedures

The governing document in performing condition surveys for the City of Laguna Woods is ASTM D6433 “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 AC Pavements

1. Alligator (fatigue) cracking
2. Bleeding
3. Block cracking
4. Bumps and sags
5. Corrugation
6. Depression
7. Edge cracking
8. Joint reflection cracking
9. Lane/Shoulder drop off
10. Longitudinal & Transverse cracking
11. Patching and utility cut patching
12. Polished aggregate
13. Potholes
14. Railroad crossing
15. Rutting
16. Shoving
17. Slippage cracking
18. Swell
19. Weathering
20. Raveling

Portland Cement Concrete (Jointed)

1. Blowup/buckling
2. Corner breaks
3. Divided slab
4. Durability (“D”) cracking
5. Faulting
6. Joint seal damage
7. Lane/shoulder drop-off
8. Linear cracking
9. Patching (large) and utility cuts
10. Patching (small)
11. Polished aggregate
12. Popouts
13. Pumping
14. Punchout
15. Railroad crossing
16. Scaling, map cracking, and crazing
17. Shrinkage cracks
18. Spalling (corner)
19. Spalling (joint)

Any exceptions to the above procedures are discussed before any surveys are performed. These are documented in the paragraphs below.

All surveys are performed as walking surveys, and a minimum 10% sampling rate is utilized. Field crews are typically composed of two people. The safety of field personnel is paramount in all instances.

The sample unit selected for assessment must be representative of the entire pavement section. This assumes that the section is homogenous. If it is not homogeneous, then the section must be split according to the criteria agreed upon by the agency. Typically, the criteria used are:

- Pavement condition
- Construction age, if known
- Maintenance history, if known
- Traffic volumes (or functional classification as a surrogate)
- Surface types (e.g., asphalt concrete or Portland cement concrete)
- Geometric elements (e.g., width)

Any modifications to the section inventory data are documented in the pavement management report. A sample unit must be between $2,500 \pm 1,000$ square feet in conformance with ASTM D6433 protocols. Typical sample unit dimensions are 100 feet long by the width of the street. Streets that are wider than 40 feet wide will have shorter lengths (generally 50 feet) or if they are divided by a raised median, separate sample units are taken in each direction.

Any pavement areas that are not representative of the section will be noted and surveyed as an additional sample unit.

Accuracy Required for Data Collection

The accuracy required for data collection has two components, both of which are further described in the following paragraphs.

- Re-inspections
- PCI comparisons with past surveys

Random and Systematic Re-Inspections

Random Re-inspections

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

- Functional classes (e.g., MPAH, locals)
- Surface types (e.g., asphalt concrete or Portland cement concrete)
- Pavement conditions (e.g.; good, fair, poor)
- Inspection personnel
- Geographical areas, if applicable

Systematic Re-inspections

For systematic re-inspections, this could be due to observed trends such as specific treatment types (e.g., open-graded mixes), a specific inspector, or geographical area. In such cases, more than 5% will be re-inspected.

Acceptability Criteria

At the time of re-inspection, the actual distresses will be re-inspected and verified, and any corrections made, if necessary. Distress types and severities must be the same and re-measured quantities within $\pm 10\%$ of the original measured quantity.

If corrections are required on more than 10% of the re-inspected sample unit, then an additional 5% will be re-inspected. This will continue until more than 95% of the re-inspected sections meet the acceptability criteria.

PCI Comparison with Past Surveys

As another level of quality control, new PCI values are compared with previous PCI values. If they differ by more than ± 10 PCI points, these sections are automatically flagged for further investigation.

If PCI Increases 10 points

The section is investigated to see if a maintenance and rehabilitation event has occurred since the last survey but has not been recorded. Typically, these events may include activities such as:

- Crack sealing – changes medium or high severity cracking to low severity
- Patching – alligator cracking that has been removed and patched, so that the resultant PCI is increased.
- Surface seals
- Overlay
- Others

An up-to-date maintenance and rehabilitation history file in the pavement management database is desirable, both for historical accuracy as well as to provide additional quality control.

If PCI decreases 10 points

The section is checked to see if the average deterioration rate (usually 3 to 4 points per year) is exceeded. If the drop in PCI is within range of what is acceptable, no further action is required. If the drop is more than the acceptable range, a re-inspection will be performed. The default performance curves in the pavement management software form the basis for what is acceptable.

Inspector's Qualifications and Experience

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

Inspector Name	Date of ASTM D6433 Training	Training Conducted By:
Connor Evanski	1/27/2023	OCTA
Jalen Rich	1/27/2023	OCTA

Safety Procedures

The City of Laguna Woods administers a health and safety program in compliance with the Cal Occupational Safety and Health Administration (OSHA) Title VIII, Section 3203.

Generally, the safety procedures include (Edit as applicable to agency):

- Inspectors to wear a Class 2 or 3 safety vest at all times;
- Flashing beacon on all vehicles utilized for surveys; and
- Stopped vehicles to be parked at locations away from moving traffic (e.g., nearby parking, shoulders).

On streets where there is a high volume of traffic or high speeds, additional measures may be necessary, such as:

- Surveys to occur during off-peak periods or on weekends;
- Additional inspector to watch out for traffic; and
- Traffic flaggers in extreme cases.

---End of QA/QC Plan---

XV. Appendix E – Pavement Management Data Files

The Pavement Management data files shall be submitted to OCTA in spreadsheet format. This must include the following information:

- Street name and limits for all public streets
- Street identifiers (Branch ID, Section ID)
- Direction (if applicable)
- Beginning and ending of each section
- Length, widths, and true areas
- Functional Classification (MPAH, Local)
- Number of travel lanes
- PCI and date of inspection
- Type of recommended treatment
- Cost of recommended treatment
- Street geometry as linear features

The Pavement Management data files are provided as an email attachment, or included as Appendix D.

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9.3
ADVANCED TRANSPORTATION
MANAGEMENT SOLUTION

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: March 20, 2024 Regular Meeting

SUBJECT: Advanced Transportation Management Solution

Recommendation

1. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, INCREASING FUEL TAX FUND APPROPRIATIONS TO TRANSITION THE ADVANCED TRANSPORTATION MANAGEMENT SOLUTION TO A NEW INTERNET-HOSTED PLATFORM

AND

2. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an agreement with Econolite Systems, Inc. for Centracs® Mobility services.

AND

3. Approve an agreement with Econolite Systems, Inc. for Centracs® Mobility services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney

Background

Since incorporation, the City has managed its traffic signals using a computer server shared with the City of Laguna Hills, located at the Laguna Hills Civic Center. At present, the City's traffic engineers remotely connect to the shared server to operate and access data from traffic signal controllers, battery backups, emergency vehicle preemption equipment, and video detection systems. The server runs Centrac's® software, Econolite's on-premises, advanced transportation management solution.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on a proposed transition in the advanced transportation management solution used to manage traffic signals. Specifically, the proposed transition is from Centrac's® to Centrac's® Mobility, an internet-hosted platform. Staff recommends that the City Council take the recommended action to improve the City's ability to manage its traffic signals including, but not limited to, its ability to proactively identify traffic signal operations issues, be responsive to driver complaints, and prepare for future vehicle-to-everything ("V2X") communication needs (e.g., the future operation of connected and automated vehicles). The proposed transition would also improve the City's ability to protect its critical traffic management infrastructure by eliminating use of the shared server with the City of Laguna Hills.

A brochure describing Centrac's® Mobility is included as Attachment A.

Recommendation 1

Adoption of a resolution amending and adopting the Fiscal Years 2023-25 Budget and Work Plan, increasing Fuel Tax Fund appropriations to transition the advanced transportation management solution to a new internet-hosted platform. The proposed resolution would increase Fiscal Year 2023-24 appropriations in the Fuel Tax Fund by \$34,570 to accommodate the one-time and first year costs of the proposed transition. Please refer to the "Fiscal Impact" section of this agenda report for additional information.

Recommendation 2

Waiver of the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an agreement with Econolite Systems,

Inc. for Centrac's® Mobility services. Due to the performance of the existing solution to-date; Econolite's customer service and responsiveness to-date; the ability of the proposed solution to meet current and reasonably anticipated traffic management needs; and, the ease of integration and transition arising from maintaining continuity of solution providers, staff recommends waiving competitive bidding requirements that would otherwise apply to the proposed agreement.

Recommendation 3

Approval of an agreement with Econolite Systems, Inc. for Centrac's® Mobility services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The proposed agreement has been reviewed by the City Attorney's Office and modified by Econolite in response to requests made by the City following such review.

Fiscal Impact

One-time costs associated with the proposed transition include a Centrac's® Mobility setup fee (\$28,750) and various new computer equipment and related configuration (estimated not-to-exceed \$2,500). On an ongoing basis, the City would be required to pay an annual subscription fee for Centrac's® Mobility which, for the first year, would be \$3,320. Future traffic engineering costs are anticipated to be more limited for certain routine matters as Centrac's® Mobility would allow some functions that currently require an on-site presence at traffic cabinets to be completed remotely.

The proposed resolution would increase Fiscal Year 2023-24 appropriations in the Fuel Tax Fund by \$34,570 to accommodate the one-time and first year costs of the proposed transition. Sufficient funds to accommodate the increased appropriations are included in the Fuel Tax Fund's unassigned balance, which totaled \$531,240.57 as of February 29, 2024. Future costs would be considered and incorporated into transportation fund budgets during future budget development processes.

Report Prepared With: April Baumgarten, Public Works Administrator

Attachments: A – Centrac's® Mobility Brochure
 B – Proposed Resolution
 C – Proposed Agreement

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Centracs[®]
MOBILITY

P L A T F O R M

Cloud-Based Advanced Traffic Management System



ECONOLITE

Saving Lives Through Improved Mobility[®]



Centracs[®] MOBILITY P L A T F O R M



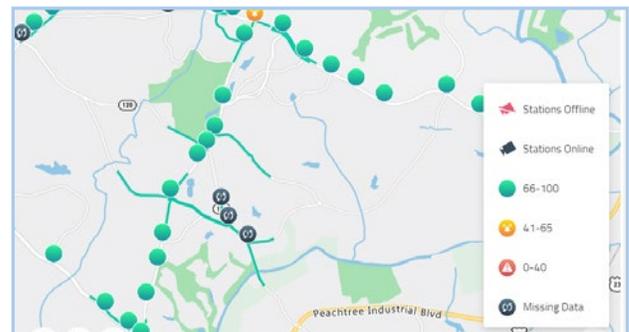
Product Overview

Since 2009, Econolite has led the industry in providing Advanced Transportation Management System (ATMS) solutions for hundreds of customers across North America, controlling tens of thousands of signalized intersections with our Centracs[®] Mobility platform. The Centracs Mobility platform has continually evolved with the industry, adapting to both day-to-day operational demands and providing leading-edge solutions for the emerging needs of transportation, such as the Connected Vehicle (CV) environment, to ensure the highest levels of safety, system reliability, and optimized mobility.

The Centracs Mobility platform is our collective solution for transportation systems needs and is comprised of our on-premise solution (Centracs) and our cloud-based solution (Centracs Mobility). Centracs Mobility affords agencies incredible flexibility in deployment while delivering the most functionality in the industry.

Additionally, the platform can be utilized in a hybrid capacity delivering both on-premise and cloud-based services to distribute operations and providing an ease of transition for existing customers to the cloud if so desired.

Centracs Mobility's secure, cloud-based Software-as-a-Service (SaaS) platform leverages Microsoft Azure cloud computing services to provide FedRAMP-compliant data storage for agencies, the highest level of data security in the industry. Centracs Mobility also delivers comprehensive, modular traffic signal control and intelligent automation. It allows agencies the ability to deploy desired functionality ranging from just the Essentials to a full Enterprise suite, or a suite customized to specific needs. Centracs Mobility offers advanced capabilities including Signal Performance Measures (SPM), arterial pattern optimization, data driven adaptive signal control technology, and advanced features for signal priority.



Available Modules

The Centrac's Mobility platform offers agencies a variety of traffic management tools and the ability to customize, including the data analytic capabilities of Signal Performance Measures (SPM), signal status and display, or automated data reporting for Autoscope® Vision video detection sensors. Centrac's Mobility offers the following modules:

SPM (Signal Performance Measures)

Provides rich data analytics, leveraging the high-resolution data capabilities of advanced transportation controllers. Supports decision making that enables development of performance-based operations and maintenance strategies.

+Detect

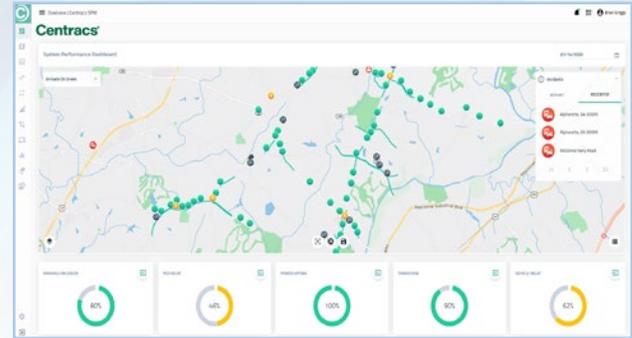
Automates data reporting, analytics, and monitoring for Autoscope Vision video detection systems. It captures and leverages high-resolution data collected by these sensors.

Device Management

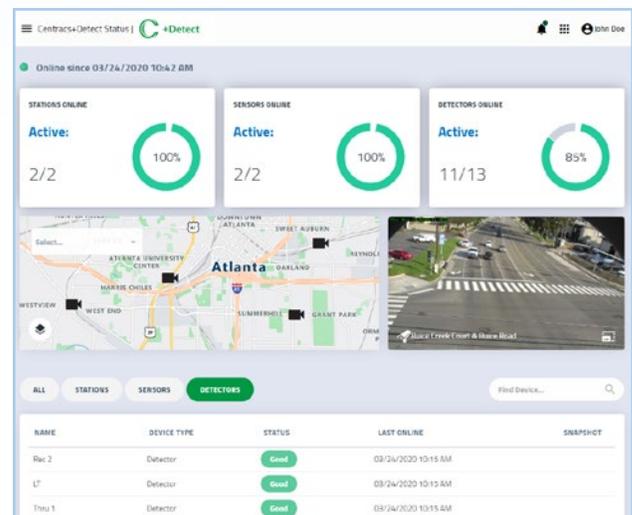
Provides basic intersection status display and remote front panel access to Econolite controllers.

Intersection Control

An intuitive enterprise-class system, providing powerful and flexible ITS management, traffic control, and data sharing in a single, easy-to-use platform. Functional elements include: scheduler, map editor, and traffic responsive.



Signal Performance Measures User Interface



+Detect User Interface



Intersection Control User Interface

Traffic Management

Designed to provide real-time transportation monitoring and control capabilities, Traffic Management is a powerful ATMS platform. It provides breakthrough V2X smart intersection and traffic control capabilities, including supporting connected and automated vehicles. Provides expanded features for power users, including action sets and alert escalation.

Timing / Pattern Optimizer

Leverages high resolution traffic data over user selectable periods to generate performance-based traffic signal timing strategies that reduce congestion and eliminate retiming project costs. It optimizes traffic signal coordination, reducing travel times while increasing safety.

Interoperability

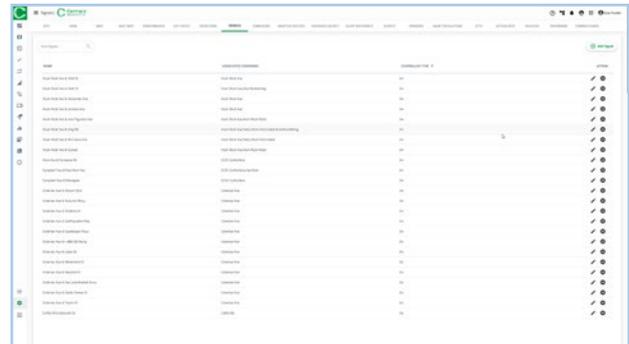
Provides support for installed non-Econolite controllers. The module offers a generic NTCIP 1202 Database Editor, enabling a user to edit and modify any compliant standards based NTCIP 1202 controller.

DMS (Dynamic Message Signs)

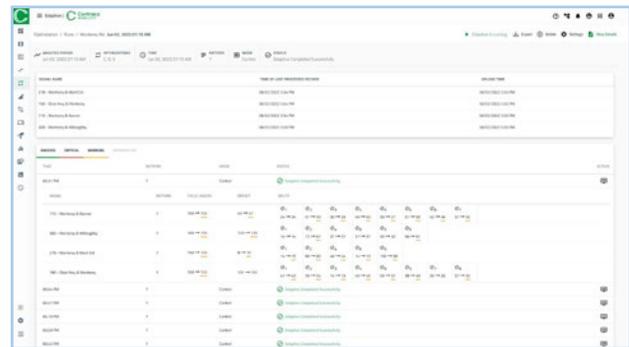
Designed to provide complete control of DMS, including instantaneously updating new messages. Vital traveler messages can be uploaded and downloaded to the sign or configured to automatically update.

Edaptive

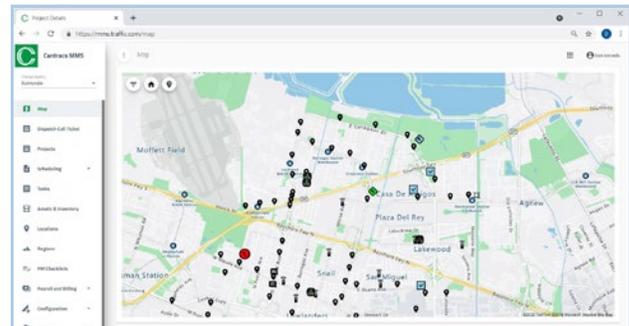
The next-generation in adaptive signal control, optimizing cycle, offset and splits in real-time. It is built upon Econolite's latest cloud-based Centrac's Mobility SPM and revolutionary Pattern Optimizer solutions.



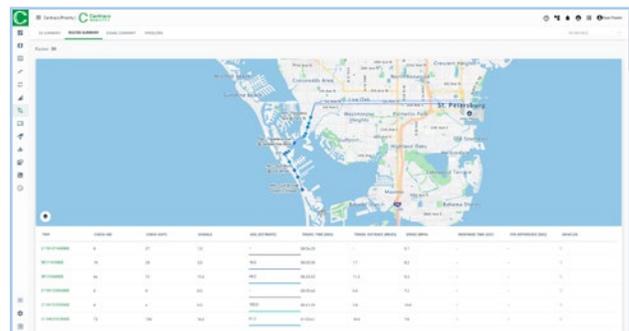
Interoperability User Interface



Edaptive User Interface



Maintenance Management System User Interface



Priority Control User Interface

Video

Provides enterprise-class IP video surveillance that enables the visual monitoring of intersections and roadways. It provides seamless management of digital video across IP networks, supporting a broad range of cameras.

Maintenance Management System

A centralized GIS-based asset management, maintenance, and technician support cloud software solution and includes a fully functional smart device application. Works seamlessly with ATMS systems to actively manage field assets, reactive and preventative maintenance, and performance measures programs.

Priority

Provides significant efficiency improvements over traditional emergency vehicle preemption and transit signal priority systems. It leverages in-vehicle GPS and existing AVL systems to calculate vehicle ETA at each signal with multiple classifications and priority levels. Agencies can cooperatively develop business rules for the operation of the system.

Integrated Corridor

Leverages the high-resolution traffic data collected to apply coordination strategies in response to incidents or events to mitigate traffic congestion and proactively avoid backups.

Centracs Mobility Suites

Centracs Mobility offers five software suites that incorporate various modules with increasing levels of functionality, including a completely customizable option that provides agencies with a customized One-Stop-Shop traffic management solution. **All suites include SPM, +Detect, and Device Management.**

MODULES	SUITES				
	Essentials	Standard	Signature	Enterprise	Custom*
SPM	✓	✓	✓	✓	✓
+Detect	✓	✓	✓	✓	✓
Device Management	✓	✓	✓	✓	✓
Intersection Control		✓	✓	✓	*
Traffic Management		✓	✓	✓	*
Timing/Pattern Optimizer		✓	✓	✓	*
Interoperability		✓	✓	✓	*
Edaptive			✓	✓	*
DMS			✓	✓	*
Video			✓	✓	*
MMS				✓	*
Priority				✓	*
Integrated Corridor				✓	*

*Specific solutions can be customized to fit the unique needs of our customers.



Centracs[®] MOBILITY

P L A T F O R M

Econolite Systems, Inc. (ESI) delivers industry-leading turn-key services across the complete ITS project life cycle – from design through maintenance and operations. Focusing on infrastructure-based ITS solutions, our capabilities extend to freeway and arterial applications, and new data platforms. We support agencies at both the state and local level and serve as their provider of choice for systems software, communications, integration, installation and maintenance for a broad array of ITS field devices, including Connected Vehicle technologies. Our Team of licensed Civil, Electrical, Software, and Systems Engineers are ready to address your project design and integration project requirements.



www.econolite.com



sales@econolite.com



1250 N. Tustin Avenue, Anaheim, CA 92807



714-630-3700

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, INCREASING FUEL TAX FUND APPROPRIATIONS TO TRANSITION THE ADVANCED TRANSPORTATION MANAGEMENT SOLUTION TO A NEW INTERNET-HOSTED PLATFORM

WHEREAS, the Fiscal Years 2023-25 Budget (“Budget”) was adopted by the City Council on June 28, 2023; and

WHEREAS, subsequent to the adoption of the Budget, staff proposed a transition in the advanced transportation management solution used to manage traffic signals to improve the City’s ability to manage its traffic signals including, but not limited to, its ability to proactively identify traffic signal operations issues, be responsive to driver complaints, and prepare for future vehicle-to-everything (“V2X”) communication needs; and

WHEREAS, the proposed transition in the advanced transportation management solution used to manage traffic signals would also improve the City’s ability to protect its critical traffic management infrastructure by eliminating use of a shared server with the City of Laguna Hills; and

WHEREAS, the City Council wishes to increase Fiscal Year 2023-24 appropriations for the Fuel Tax Fund in the amount of \$34,570, with the appropriations drawn from the unassigned Fuel Tax Fund balance, to proceed with the proposed transition in the advanced transportation management solution used to manage traffic signals; and

WHEREAS, the unassigned Fuel Tax Fund balance has sufficient funds to accommodate the proposed appropriations.

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. 23-16, as previously amended by Resolution Nos. 23-25, 23-33, 24-02, and 24-07, is hereby amended, in its entirety, to read as follows:

The budget revenue projections are:

	<i>Fiscal Year 2023-24</i>	<i>Fiscal Year 2024-25</i>
General Fund		
Property Tax	\$3,297,700	\$3,405,200
Property Transfer Tax	\$112,000	\$114,900
Sales Tax	\$1,196,000	\$1,233,000
Franchise Fees	\$751,800	\$753,100
Transient Occupancy Tax	\$604,000	\$620,000
Developing Processing Fees	\$814,400	\$827,400
Interest	\$352,000	\$340,000
Miscellaneous	\$207,700	\$213,800
SUBTOTAL	\$7,335,600	\$7,507,400
Capital Projects Fund		
Intergovernmental	\$0	\$0
Interest	\$0	\$0
SUBTOTAL	\$0	\$0
Fuel Tax	\$492,800	\$503,700
Road Maintenance & Rehabilitation Program	\$435,300	\$465,600
Measure M2 (OC Go)	\$336,000	\$348,600
Service Authority for Abandoned Vehicles	\$0	\$0
Supplemental Law Enforcement Services	\$167,800	\$169,600
Mobile Source Reduction	\$72,000	\$22,000
PEG/Cable Television	\$18,400	\$18,800
Senior Mobility	\$140,700	\$145,700
Community Development Block Grant (CDBG)	\$500,000	\$150,000
Federal Grants	\$1,618,278	\$782,869
State of California Grants	\$239,800	\$0
Miscellaneous Special Revenue	\$0	\$0
Laguna Woods Civic Support Fund	\$0	\$0

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

	<i>Fiscal Year 2023-24 Adopted Budget</i>	<i>Fiscal Year 2023-24 Carryover Appropriations</i>	<i>Fiscal Year 2023-24 Budget Amendments</i>	<i>Fiscal Year 2023-24 Amended Budget</i>
General Fund	\$7,730,079 ^A (includes transfers to Capital Projects Fund of \$608,250)	\$8,544	\$470,480 ^{A,B}	\$8,209,103 (includes transfers to Capital Projects Fund of \$608,250)
Capital Projects Fund	\$608,250	\$130,535	-	\$738,785
Fuel Tax	\$395,000	-	\$34,570 ^D	\$429,570
Road Maintenance & Rehabilitation Program	\$325,821	-	-	\$325,821
Measure M2 (OC Go)	\$285,700	-	-	\$285,700
Service Authority for Abandoned Vehicles	\$0	-	-	\$0
Supplemental Law Enforcement Services	\$176,100	-	-	\$176,100
Mobile Source Reduction	\$0	\$10,711	-	\$10,711
PEG/Cable Television	\$15,000	-	-	\$15,000
Senior Mobility	\$207,000	-	-	\$207,000
Community Development Block Grant (CDBG)	\$150,000	\$307,528	-	\$457,528
Federal Grants	\$719,145	\$1,006,869	-	\$1,726,014
State of California Grants	\$0	\$221,898	\$25,580 ^C	\$247,478
Miscellaneous Special Revenue	\$0	-	-	\$0
Laguna Woods Civic Support Fund	\$48,810	-	-	\$48,810
TOTAL	\$10,052,655	\$1,686,085	\$530,630	\$12,269,370

^A Fund Budget Adjustment CC-23/24-01: CalPERS Lump Sum Payments, +\$306,925 (R 23-33)

^B Fund Budget Adjustment CC-23/24-02: CEPPT Contribution, +\$163,555 (R 24-02)

^C Fund Budget Adjustment CC-23/24-03: State HHW Grant, +\$25,580 (R 24-07)

^D Fund Budget Adjustment CC-23/24-04: Transportation System, +\$34,570 (R 24-XX)

[CONTINUED ON NEXT PAGE]

	<i>Fiscal Year 2024-25 Adopted Budget</i>	<i>Fiscal Year 2024-25 Carryover Appropriations</i>	<i>Fiscal Year 2024-25 Budget Amendments</i>	<i>Fiscal Year 2024-25 Amended Budget</i>
General Fund	\$7,287,511 (includes transfers to Capital Projects Fund of \$0)	-	-	\$7,287,511 (includes transfers to Capital Projects Fund of \$0)
Capital Projects Fund	\$0	-	-	\$0
Fuel Tax	\$425,000	-	-	\$425,000
Road Maintenance & Rehabilitation Program	\$195,795	-	-	\$195,795
Measure M2 (OC Go)	\$290,700	-	-	\$290,700
Service Authority for Abandoned Vehicles	\$0	-	-	\$0
Supplemental Law Enforcement Services	\$176,100	-	-	\$176,100
Mobile Source Reduction	\$0	-	-	\$0
PEG/Cable Television	\$15,000	-	-	\$15,000
Senior Mobility	\$227,000	-	-	\$227,000
Community Development Block Grant (CDBG)	\$150,000	-	-	\$150,000
Federal Grants	\$782,869	-	-	\$782,869
State of California Grants	\$0	-	-	\$0
Miscellaneous Special Revenue	\$0	-	-	\$0
Laguna Woods Civic Support Fund	\$300	-	-	\$300
TOTAL	\$9,550,275	-	-	\$9,550,275

The budget appropriations authorized by this section reflect the Fiscal Years 2023-25 adopted budgets, plus authorized budget adjustments approved between July 1, 2023 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 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 2024.

NOEL HATCH, 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. 24-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 2024, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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CENTRACS® MOBILITY SERVICES AGREEMENT

THIS CENTRACS® MOBILITY SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between City of Laguna Woods with its principal address at 24264 El Toro Road, Laguna Woods, CA 92637, (hereinafter referred to as “Agency”), and Econolite Systems, Inc., a California corporation located at 1250 North Tustin Avenue, Anaheim, California 92807 (hereinafter referred to as “Econolite”).

RECITALS

- A. Econolite, along with its affiliates, is a manufacturer and supplier of traffic control equipment, advanced traffic management systems and traffic controller firmware.
- B. Econolite has developed proprietary software systems, including an Internet hosted platform for advanced transportation management solutions (herein after referred to as “Centracs® Mobility”).
- C. Agency desires access to Econolite’s Centracs® Mobility in order to utilize its features and obtain data and analytics from certain of Agency’s traffic controllers and detection devices.

1. DEFINITIONS. The following terms shall have the following meanings whenever used in this Agreement.

1.1 Agency Data means high-resolution data created on Agency’s traffic controllers in electronic data file form, data originating from Autoscope Vision and other detection devices, and data from system activity logs. Agency Data does not include any System proprietary data sets or derivative data sets.

1.2 System means Econolite’s suite of services offered on the Centracs® Mobility platform as described in the Centracs® Mobility, Software and System Specifications attached as Exhibit A, and any subsequent modifications thereto posted from time to time at www.econolite.com.

1.3 SLA means Econolite’s Service Level Agreement with Agency, attached as Exhibit B, which provides the performance levels of service and remedies for any failure to meet service levels.

1.4 User means any individual who uses the System on Agency’s behalf or through Agency’s account or passwords, whether authorized by Agency or not.

2. THE SYSTEM.

2.1 Term. Agency may access and use the System for the time set forth in Exhibit C (the “Subscription Term”).

2.2. Renewal Term. Upon expiration of the Subscription Term, Agency’s access and use of the System will renew for successive periods as set forth in Exhibit C (the “Renewal Term”) unless either party refuses such renewal by written notice of thirty (30) or more days before the renewal date. Renewal Term pricing is subject to change.

ITEM 9.3 – Attachment C

2.3 Scope of Use. Agency may use the System during the Subscription Term and any Renewal Term for the number of controllers set forth in Exhibit C. Econolite retains all right, title, and interest in and to the System, including, without limitation, all software used to provide the System and all of its logos and trademarks reproduced through the System. This Agreement does not grant Agency any intellectual property rights in the System or any of its components.

2.4 System Subscription Fee. Agency shall pay Econolite the annual subscription fee as set forth in Exhibit C (“Subscription Fee”). Econolite shall submit invoices to Agency for the Subscription Fee in accordance with Exhibit C. All invoices will be due and payable upon Econolite’s transmission of the invoice. Subscription Fees are non-refundable and non-cancelable except as expressly provided in this Agreement.

2.5 Service Levels. Econolite shall maintain the service levels and provide the listed remedies for any failure to deliver the service levels as set forth in the SLA. Agency acknowledges and agrees that the methods available for resolution of any failure of the System are limited to the specified services listed in the SLA, and that Econolite has no obligation to provide any other remedy.

2.6 Documentation. Agency may reproduce and use any provided documentation solely as necessary to support Agency’s use of the System.

2.7 Software Updates. Econolite will provide software updates as needed to the System during the Subscription Term and any Renewal Term. The Subscription Fee does not automatically include the right to receive upgrades, reissues, or releases of new product modules by Econolite for the System. Econolite in its own discretion will determine whether and on what terms any upgrade, reissue or new product release is made available to existing subscriptions. At Econolite’s sole discretion, some new enhancements may be included in the software updates, and some new functionality may only be available as separately licensed modules.

3. AGENCY DATA & PRIVACY.

3.1 Agency’s Data Rights. Agency shall retain ownership and associated rights of all Agency Data subject to Econolite’s right to use as set forth in Section 3.2. Within ninety (90) days of a written request from Agency, Econolite shall purge Agency Data from the System or make available stored Agency Data to Agency, provided that Agency supplies the necessary data storage capability and submits payment covering the reasonable costs associated with the data transfer. Unless Agency requests a data transfer within seven (7) days of termination of any Term of this Agreement, and complies with the data transfer requirements, Econolite may purge all Agency Data from the System.

3.2 Econolite’s Use of Agency Data. At all times, Econolite shall have the right to store, process, and analyze Agency Data as required by the functionality of the System. Aggregate, intermediate, derived, and distilled data resulting from the processing and analysis of Agency Data, or other non-Agency Data that is stored in the System, is the property of Econolite. In addition, Econolite, in its sole discretion, may use, reproduce, sell, publicize, or otherwise exploit Aggregate and Anonymized Agency Data. For purposes of this Agreement, Aggregate and Anonymized Agency Data refers to Agency Data with the name and address of Agency and any of its authorized Users removed. Econolite shall have the right to grant access to Agency Data to subcontractors and affiliates, as necessary, to facilitate the System. In furtherance of Econolite’s commitment to the advancement of future traffic management technologies and the betterment of the nation’s traffic management planning, Econolite shall have the right to access,

ITEM 9.3 – Attachment C

process and use Agency Data for research or commercial purposes. Econolite may disclose Agency Data as required by applicable law or by proper legal or governmental authority. Econolite shall give Agency prompt notice of any such legal or governmental demand and reasonably cooperate with Agency, at Agency's expense, in any effort to seek a protective order or otherwise to contest such required disclosure.

3.3 Risk of Exposure. Agency acknowledges and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that Agency assumes such risks in accessing and using the System. While Econolite will make every reasonable effort to protect Agency Data, Econolite offers no representation, warranty, or guarantee that Agency Data will not be exposed or disclosed through errors or the actions of third parties.

3.4 Risk of Storage Failure. Agency acknowledges and agrees that storage of data involves risks of System failure that could result of loss of online Agency Data. While Econolite will make every reasonable effort to retain Agency Data, Econolite offers no representation, warranty, or guarantee that Agency Data will be retained and available.

3.5 Data Accuracy. Econolite shall have no responsibility or liability for the accuracy of data uploaded to the System by Agency, including without limitation Agency Data and any other data uploaded by Users.

3.6 Functionality of System. Upon written notice, Econolite may turn off functionality of System if Agency's account is delinquent, suspended, or terminated for forty-five (45) days or more.

3.7 Excluded Data. Agency represents and warrants that Agency Data does not and will not include, and Agency has not and shall not upload or transmit to Econolite's computers or other media, any data ("Excluded Data") in violation of any local, state, or federal laws (the "Excluded Data Laws"). AGENCY ACKNOWLEDGES AND AGREES THAT: (a) ECONOLITE HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) ECONOLITE'S SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

3.8 Adaptive Traffic Control. Agency acknowledges and agrees that the use of the Centrac® Adaptive module will apply real-time changes to traffic controllers, and that Econolite offers no representation, warranty, or guarantee as to the level of performance of these changes. Agency acknowledges and agrees that external factors such as Agency's detection devices, Agency's field communications, and Agency's traffic controller configuration effect the level of performance and correct operation of the Centrac® Adaptive module. Econolite shall have no responsibility or liability based on the failures, defects, or other performance issues of any external factors.

4. AGENCY'S RESPONSIBILITIES & RESTRICTIONS.

4.1 Acceptable Use. Agency shall not: (a) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System; (b) provide System passwords or other log-in information to any third party; (c) share non-public System features or content with any third party; or (d) access or permit access to the System in order for Agency or

ITEM 9.3 – Attachment C

any third-party to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. In the event Econolite suspects any breach of the requirements of this Section 4.1, including without limitation by Users, Econolite may suspend Agency's access to the System without advanced notice, in addition to such other remedies at law and in equity as Econolite may have.

4.2 Unauthorized Access. Agency shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other login information. Agency shall notify Econolite immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to immediately remedy and mitigate the effects of said breach. Econolite may suspend system connection to Agency until such as time as Agency breach has been remedied.

4.3 Compliance with Laws. In its use of the System, Agency shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Agency Data.

4.4 Users & System Access. Agency is responsible and liable for: (a) Users' use of the System, including without limitation unauthorized User conduct and any User conduct that would violate requirements of this Agreement applicable to Agency; and (b) any use of the System through Agency's account, whether authorized or unauthorized.

4.5 Support Obligations. Agency shall provide controllers and firmware that work with the System, including end-to-end operational IP-based communications to the traffic signal controller; a server with internet access to allow for the upload of collected data from the System; and VPN and/or remote access to the server. Agency shall provide any information relating to timing/phase sheets, intersection geometries and connectivity, lane configurations, detector placements and assignments along with any other information needed for the evaluation. Agency agrees to devote sufficient time to testing the System to evaluate its performance and suitability for Agency's purposes.

5. INTELLECTUAL PROPERTY & FEEDBACK.

5.1 Intellectual Property Rights to the System. Econolite retains all right, title, and interest in and to the System, including without limitation all software used to provide the System and all graphics, user interfaces, logos, and trademarks reproduced through the System. This Agreement does not grant Agency any intellectual property license or rights in or to the System or any of its components. Agency acknowledges that the System and its components are protected by copyright and other laws, and a license is required in the event Agency hosts any System software.

5.2 Feedback. Econolite has not agreed to and does not agree to treat as confidential any Feedback (as defined below) Agency or Users provide to Econolite, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Econolite's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Agency or the User in question. For purposes of this Agreement, "Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Econolite's products or services.

6. CONFIDENTIAL INFORMATION.

6.1 Confidential Information. In the performance of this Agreement or in contemplation thereof, the parties and their respective employees and agents may have access to private or confidential information owned or controlled by the other party and such information may contain proprietary details and disclosures. All information and data identified in writing as proprietary or confidential by either party (“Confidential Information”) and so acquired by the other party or its employees or agents under this Agreement or in contemplation thereof shall be and shall remain the disclosing party’s exclusive property. The recipient shall use all reasonable efforts (which in any event shall not be less than the efforts the recipient takes to ensure the confidentiality of its own proprietary and other confidential information) to keep, and have its employees and agents keep, any and all Confidential Information confidential, and shall not copy, publish or disclose it to others, nor authorize its employees, agents or anyone else to copy or disclose it to others without the disclosing party’s written approval; nor shall the recipient make use of the Confidential Information, except for the purposes of executing its obligations hereunder, and (except as provided for herein) shall return the Confidential Information and data to the first party at its request. Agency’s duty to maintain confidentiality as described hereunder shall be subject to the laws of the State of California.

6.2 Excluded Information. The foregoing conditions will not apply to information or data which is, or which becomes generally known to the public by publication or by any means other than a breach of duty on the part of the recipient hereunder, is information previously known to the recipient, is information independently developed by or for the recipient or is information generally released by the owning party without restriction.

6.3 Right to Injunctive Relief. Because of the unique nature of the Confidential Information, the parties agree that each party may suffer irreparable harm in the event that the other party fails to comply with any of its obligations under this Article, and that monetary damages may be inadequate to compensate either party for such breach. Accordingly, the parties agree that either party will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Section, as well as attorneys’ fees and costs.

6.4 Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Econolite will retain all right, title, and interest in and to all Confidential Information.

7. REPRESENTATIONS & WARRANTIES.

7.1 From Econolite. Econolite represents and warrants that it is the owner of the System and of each component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Econolite’s representations and warranties in the preceding sentence do not apply to the extent of Agency’s use of the System in combination with hardware or software not provided by Econolite. In the event of a breach of the warranty in this Section 7.1, Econolite, at its own expense, will promptly take the following actions: (a) secure for Agency the right to continue using the System; (b) replace or modify the System to make it non-infringing; or (c) terminate the infringing features of the Service and refund to Agency any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Agency’s right to terminate for breach where applicable, the preceding sentence sets forth Econolite’s sole obligation and liability, and Agency’s sole remedy, for breach of the warranty in this Section 7.1 and for potential or actual intellectual property infringement by the System.

ITEM 9.3 – Attachment C

7.2 From Agency. Agency represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the System; and (c) it is authorized to enter into this Agreement pursuant to applicable law.

7.3 Warranty Disclaimers. Except to the extent set forth in the SLA and in Section 7.1 above, AGENCY ACCEPTS THE SYSTEM “AS IS” AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) ECONOLITE SHALL INDEMNIFY AND DEFEND AGENCY OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY, EXCEPT FOR INFRINGEMENT CAUSED BY AGENCY’S USE OF THE SYSTEM; (b) ECONOLITE DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) ECONOLITE DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT AGENCY DATA WILL REMAIN PRIVATE OR SECURE.

8. INDEMNIFICATION.

Notwithstanding the limitations on liability imposed under Section 9, “Limitation of Liability” hereof, Econolite shall indemnify, defend and hold harmless Agency and its officers, agents, and employees, or any of them from any and all suits, liability, reasonable attorneys’ fees and costs of litigation damages to the extent arising out of any negligent or intentional act, error or omission of Econolite, its officers, directors, shareholders, parents, subsidiaries, agents, successors, employees, and assigns or any of them relating to or arising out of the performance of this Agreement; except to the extent those actions, claims, liabilities, obligations, judgments, expenses or damages arise out of any negligent or intentional act, error or omission of the Agency. Econolite shall have no obligation to indemnify, defend and hold harmless Agency and its officers, agents, and employees, or any of them from any claims, suits, liability, attorneys’ fees and costs of litigation damages to the extent arising from (a) Agency’s unauthorized disclosure or exposure of personally identifiable information or other private information, including Agency Data; (b) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content only to the extent such content is uploaded to the System through Agency’s account, including without limitation by Agency Data.

9. LIMITATION OF LIABILITY.

9.1 Except for negligence and/or intentional acts, Econolite’s liability on any claim for loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of the System shall be limited to four (4) times the amount the Subscription Fees paid under this Agreement. In no event shall damages exceed an amount equal to the insurance policy limits as required in this

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Agreement. Econolite's liability extends only to the System during the Subscription Term and any Renewal Term.

9.2 No Special or Consequential Damages. In no event, whether as a result of breach of contract or warranty, shall either party be liable to the other party for special or consequential damages including but not limited to loss of profits or revenue, loss of use of the equipment, or any associated equipment, cost of capital, downtime costs, or claims of third-parties for such damages arising from Agency's access to, or use of the System or any data generated by the System.

9.3 Timely Claims or Back Charges. Econolite will not be liable for any claims or back charges on behalf of the Agency arising out of this Agreement unless they are made in a reasonable time and supported in writing within thirty (30) days from the date on which the Agency becomes aware of same, giving full details, including costs incurred, if any. Claims not presented within such time limit shall be deemed to have been waived by the Agency. Econolite will be given reasonable opportunity and access to investigate the merits of such claims or back charges and its liability limited as above.

10. TERMINATION

10.1 Termination. Either party may terminate this Agreement by written notice effective in thirty (30) days.

10.2 Effects of Termination. Upon termination of this Agreement, Agency shall cease all use of the System and delete, destroy, or return all copies of the software and related documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Agency to pay fees incurred before termination; (b) Sections 5 (IP & Feedback), 6 (Confidential Information), 7.3 (Warranty Disclaimers), 8 (Indemnification), and 9 (Limitation of Liability); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

11. INSURANCE

Econolite shall maintain for the duration of this Agreement the following types of insurance:

Automobile liability insurance (minimum \$1.0 Million)

Commercial general liability insurance (minimum \$1.0 Million)

Worker's compensation insurance (per state requirement)

Professional services and cyber liability insurance (minimum \$1.0 Million)

12. MISCELLANEOUS

12.1 Compliance with All Laws. At its sole expense, Econolite shall comply with all of the requirements of County, State and Federal laws now in force pertaining to this Agreement and shall faithfully observe in all activities relating to or growing out of this Agreement all ordinances, statutes, rules or regulations now in force.

12.2 Independent Contractors. This Agreement calls for the performance of services of

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Econolite as an independent contractor. Econolite is not an agent or employee of Agency for any purpose and is not entitled to any of the benefits provided by Agency to its employees. This Agreement shall not be construed as forming a partnership or any other association with Econolite other than that of an independent contractor.

12.3 Notices. The notices relative to this Agreement shall be given in writing and may be provided by email duly acknowledged, personally served, or sent by registered mail. The parties shall be addressed as follows, or at any other address designated by notice:

Econolite: Econolite Control Products, Inc.

1250 N. Tustin Ave., Anaheim, CA 92807 Attention: Alice Cook
Title: Registered In-House Counsel Phone: 714-630-3700 x5609

E-mail: ACook@econolite.com

Agency: City of Laguna Woods

24264 El Toro Road, Laguna Woods, CA 92637 Attention: Christopher Macon
Title: City Manager Phone: 949-639-0500

Email: cmacon@cityoflagunawoods.org

12.4 Force Majeure. Parties shall not be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties, including but not restricted to, natural disaster, war, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause. Parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and upon cessation of the cause, shall diligently pursue performance of its obligation under the Agreement.

12.5 Advertising. Agency grants Econolite permission to include Agency in its list of Centracs® Mobility customers in any advertising or publicity materials without the specific prior written approval of Agency.

12.6 Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for the authorship of this Agreement.

12.7 Assignment. This Agreement shall not be assigned by any party, or any party substituted, without prior written consent of Agency and Econolite.

12.8 Merger and Modification. No supplement, modification or amendment of this Agreement or waiver of the provisions thereof shall be binding unless executed in writing by Agency and Econolite. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

12.9 Attorneys' Fees. In the event any action in law or equity, arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to its attorneys' fees and other

ITEM 9.3 – Attachment C

costs reasonably incurred in such action or proceeding.

12.10 Invalidity. Any provisions of this Agreement prohibited by the law of any state shall be ineffective as to said state to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

12.11 Severability. In the event any of the provisions of this Agreement is held void or unenforceable for any reason, the remaining provisions shall remain in full effect and shall control.

12.12. Headings. Section headings are included solely for convenience and are not to be considered a part of this Agreement nor are they intended to be full and accurate descriptions of the contents thereof

12.13 Absence of Third Party Beneficiary Rights. Except as otherwise provided in this Agreement, no provision of this Agreement is intended, nor shall be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any affiliate or subsidiary, and all provisions hereof shall be personal solely between the parties hereto.

12.14 Forum and Choice of Law. Any lawsuit pertaining to any matter arising under or growing out of this Agreement shall be instituted in the State of California. The laws of the State of California shall govern this Agreement.

12.15 Conflicts. All parts of this Agreement are intended to be complementary and what is set forth in any one document is as binding as if set forth in each document. In the event of any conflict between this Agreement and any other document, the terms of this Agreement will govern.

12.16 Technology Export. Agency shall not: (a) permit any third party to access or use the System in violation of any U.S. law or regulation; or (b) export any software provided by Econolite or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Agency shall not permit any third party to access or use the System in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

12.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

12.18 Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

ITEM 9.3 – Attachment C

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of _____, 2022.

ECONOLITE SYSTEMS, INC.

_____ Approving Authority

_____ Printed Name - Title

CITY OF LAGUNA WOODS

_____ Approving Authority

_____ Printed Name - Title

Attachments:

- Exhibit A – Technical Specifications
- Exhibit B – Service Level Agreement
- Exhibit C – Fee, Term, Scope

EXHIBIT A

TECHNICAL SPECIFICATIONS



Specification



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Glossary

AI – Artificial Intelligence

ATMS – Advanced Transportation Management System

CFD – Cumulative Frequency Diagram

FTP – File Transfer Protocol

GIS – Geographic Information System

GOR – Green Occupancy Ratio (Percent occupancy for a phase utilization detector during green))

MOE – Measure of Effectiveness

PCD – Purdue Coordination Diagram

ROR5 – Red Occupancy Ratio (Percent occupancy for a phase utilization detector during the first 5 seconds of a red phase)

SPM – Signal Performance Measure

VOS – Volume/Occupancy/Speed

VPN – Virtual Private Network



1.1. System Software Overview

- 1.1.1. The system shall be a subscription-based web-hosted traffic data collection and traffic data analytics product.
- 1.1.2. The system shall collect and analyze “High-Resolution” data which shall be gathered from traffic controllers.
- 1.1.3. High-resolution data shall be collected and time-stamped, and include an event code. When applicable, event codes shall be accompanied by a parameter used to identify the source or nature of the event.
- 1.1.4. The system shall provide all services and software necessary for retrieving high-resolution controller data. The “On Premise” data collection service shall push the data to the cloud host for storage and processing.
- 1.1.5. The system shall collect controller level high-resolution data via FTP or other protocols from the controllers, or through SQL data queries to a Centraics database licensed to store the high-resolution data.
- 1.1.6. Data communication of high-resolution data to the cloud host shall be performed via a “push” to the cloud host from the On Premise data service. The On Premise data service shall not require an inbound port for these communications.

1.2. System Support and User Management

- 1.2.1. The system shall support authentication of individual users via individual user names and passwords.
- 1.2.2. The system shall not limit the number of user accounts that can be created to allow and grant access.
- 1.2.3. The system shall employ https to ensure user login names and passwords are encrypted prior to transmitting them over the internet.

2. System Graphical User Interface

2.1. General Display Features

- 2.1.1. The user web interface shall consist of a front page dashboard providing an overview of general traffic system health.
- 2.1.2. The system shall be capable of showing locations for degraded signal performance as a ‘Heat Map’.
- 2.1.3. Dashboard views shall include an indication of overall system health or performance.
- 2.1.4. The dashboard shall provide a list of signals with possible performance concerns.



2.2. Map Display

- 2.2.1. The system shall incorporate a map view.
- 2.2.2. The map shall provide heat-map views that highlight problem areas.
- 2.2.3. The map shall allow a user to zoom and pan to identify specific intersections in more detail.
- 2.2.4. The user shall be able to click on an intersection to drill down to access a variety of SPM charts relating to the intersection.

2.3. SPM Date-Range Compares

- 2.3.1. The system shall be able to compare specific SPM metrics between two date ranges.

3. System Functions

3.1. Data Storage and Analytics

- 3.1.1. The system shall store high-resolution and system configuration data.

3.2. Field Communications

- 3.2.1. The system shall be capable of communicating to the field devices using FTP for uploading high-resolution data logs.
- 3.2.2. The system shall use a “store and forward” approach in which high-resolution data will periodically be uploaded from the traffic controllers using a field network communications infrastructure before uploading the data to the host servers for processing.
- 3.2.3. In the event that high-resolution data is stored on an Econolite Centracs server, the On Premise service shall be capable of retrieving the high-resolution data from the Centrac database and uploading to the SPM host without communicating with the field equipment.

3.3. Device Support

- 3.3.1. The system shall be capable of uploading high-resolution data from the following traffic signal controllers:

Vendor/Controller/Version	Upload Protocol	3 rd Party Translator Required
Econolite ASC/3 NEMA - Version 2.50+ and OS 1.14.03+	Centrac/FTP	No
Econolite Cobalt – Any Version	Centrac/FTP	No



3.1. Detector Diagnostic Analysis

- 3.1.1. The system shall be capable of providing a separate list of intersections with degraded detector performance.
- 3.1.2. The system shall apply statistical data science in analyzing detector performance in order to identify detectors that may not be fully operational.

4. Supported SPMs

4.1. Signal Performance Measures (SPM)

- 4.1.1. Signal Performance Measure charts, dashboards and/or tables shall provide a user selectable date selections.
- 4.1.2. The system shall provide the means to compare various performance metrics over user definable date ranges providing tabular comparison results with indications of improvement or degradation of the performance scores.

4.2. Arrivals on Green

- 4.2.1. The system shall track and report metrics relating to the volumes of traffic arriving at an intersection during the green interval.
- 4.2.2. The system shall provide an Arrival on Green chart, which graphs the volume (vehicles per hour), volume of vehicles arriving at the intersection on green and the percent of vehicles arriving on green for each cycle during a 1-day/24-hour period.
- 4.2.3. The system shall provide the Arrivals on Green chart for each phase of a signal that meets detection requirements.

4.3. Pedestrian Events

- 4.3.1. The system shall track and report metrics relating to pedestrian activity at each intersection.
- 4.3.2. The system shall provide a Pedestrian Delays chart, which graphs cycles during the day that experiences a pedestrian actuation on a phase. The chart will indicate the time during the day when the event took place and the amount of delay introduced by the pedestrian actuation.
- 4.3.3. The system shall provide the Pedestrian Delays chart for individual approaches of a signal or as a combined report for all approaches of a signal.

4.4. Power Failures

- 4.4.1. The system shall track and report metrics relating to power failures.
- 4.4.2. The system shall highlight individual intersections and corridors that have experienced power failures over a user specified date.



4.5. Preemption Events

- 4.5.1. The system shall track and report metrics relating to preemption.
- 4.5.2. The system shall provide a table, which indicates each preemption event, the start time, and duration and cause of transition for a selected intersection.
- 4.5.3. The system shall provide preemption information on a corridor level and signal level indicating the total amount of time spent in preemption, average preemption duration, total number of preemption requests and total number of preemptions serviced.

4.6. Purdue Coordination Diagram (PCD) Report

- 4.6.1. The system shall provide a PCD, which graphs the volume (vehicles per hour), start of green, start of yellow, and start of red along with predicted vehicle arrivals based on detector actuations during each cycle throughout a day.
- 4.6.2. The system shall provide the PCD chart for each coordinated phase of a signal that meets detection requirements.

4.7. ROR₅/GOR

- 4.7.1. The system shall provide an ROR₅/GOR chart, which can be used to identify split failures when the ROR and GOR are both above 85% during the phase of a cycle. This scatter diagram shall cover all cycles for a phase during 1-day/24-hour period.
- 4.7.2. The system shall provide the ROR₅/GOR chart for each phase of a signal that meets detection requirements.

4.8. Split Failures

- 4.8.1. The system shall track and report metrics relating to split failures.
- 4.8.2. The system shall provide a Split Failures Report for each phase, which plots by percentages the ROR and GOR phase terminations for each cycle during a day.
- 4.8.3. The system shall provide the Split Failures Report for each phase of a signal that meets detection requirements.

4.9. Split Monitor Report

- 4.9.1. The system shall provide a Split Monitor chart, which, for each phase, plots by phase duration the phase termination reason for each cycle during the day. Reasons include Gap Out, Max Out, Force Off, Pedestrian call, and Unknown.
- 4.9.2. The system shall provide the Split Monitor chart for each phase of a signal that meets detection requirements.

4.10. Transitions

- 4.10.1. The system shall provide a table, which indicates each transition event, the start time, duration and cause of transition for a selected signal.
- 4.10.2. The system shall provide transition information on a corridor level and signal level indicating the total amount of time spent in transition, average transition durations for Add, Subtract, Dwell, and combined transition types.



- 4.10.3. The system shall provide a signal level view of transitions allowing a user to investigate individual transition events.
- 4.10.4. For transitions due to pattern change, the report will also indicate the new pattern causing the transition.
- 4.10.5. For transitions due to Pedestrian events, the report will also indicate the phase for which the pedestrian transition was generated.

4.11. Vehicle Delays

- 4.11.1. The system shall provide a vehicle delay chart, which, for each phase graphs the combined amount of time, in seconds for all detected vehicles over all cycles throughout the day.
- 4.11.2. This report shall include the average delay per vehicle and the total amount of day for the entire day.
- 4.11.3. The system shall provide the Vehicle Delay report for each phase of a signal that meets detection requirements.

4.12. Volume/Capacity Ratio Report

- 4.12.1. The system shall provide a Volume/Capacity Ratio chart, which graphs the volume (vehicles per hour) against the theoretical capacity of the approach. Values are plotted for each cycle during a 1-day/24-hour period.
- 4.12.2. The system shall provide the Volume/Capacity Ratio chart for each phase of a signal that meets detection requirements.

4.13. Volumes

- 4.13.1. The system shall report metrics relating to vehicle delays at the system, corridor and intersection levels.



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Econolite Closed Loop Specification





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1. Introduction

1.2. System Software Overview

- 1.2.1. The system shall manage NTCIP-conformant traffic control devices.
- 1.2.2. The system shall display the communication status of traffic controllers in the field.
- 1.2.3. The system shall display the operational mode of traffic controllers in the field, including the current pattern, cycle length, offset and transition.
- 1.2.4. The system shall display the current time of traffic controllers in the field as well as the error relative to a standardized time source such as NTP.
- 1.2.5. The system shall display the preemption status of traffic controllers in the field.
- 1.2.6. The system shall report alarms to authorized personnel.
- 1.2.7. The system shall support a graphical map interface with real-time information.
- 1.2.8. Data communication of status data to the cloud host shall be performed via a “push” to the cloud host from an On-Premise data service. The On-Premise data service shall not require an inbound port for these communications.

1.3. System Support and User Management

- 1.3.1. The system shall support authentication of individual users via individual user names and passwords.
- 1.3.2. The system shall not limit the number of user accounts that can be created to allow and grant access.
- 1.3.3. The system shall employ https to ensure user login names and passwords are encrypted prior to transmitting.

2. System Graphical User Interface

2.2. Web interface

- 2.2.1. The system shall include a web interface built on top of the CentraCS SPM data analytics platform

2.3. The system shall include a real-time status display with the following features:

- 2.3.1. Phase status of a minimum of 16 phases for both vehicle and pedestrian movements.
- 2.3.2. Overlap status for a minimum of 16 overlaps including an indication if an overlap is a pedestrian movement.
- 2.3.3. Actual time served by each phase and the reason for termination.
- 2.3.4. Phase next selection.
- 2.3.5. Whether vehicle or pedestrian calls exist on each phase.
- 2.3.6. Ring status.
- 2.3.7. Coordination status (pattern, flash or free).



- 2.3.8. Communications status.
- 2.3.9. Alarms.
- 2.3.10. Mode of operation.

2.4. Controller time management

- 2.4.1. System shall support setting controller time.
- 2.4.2. System shall support manual set time commands.
- 2.4.3. System shall support automatic set time operations.
- 2.4.4. System shall support scheduling time updates on a user-defined frequency.
- 2.4.5. System shall support a time drift check of the controller time. Drift amount shall be user configurable.
- 2.4.6. Automatic set time shall only update the controller time if the user-defined drift amount is exceeded.
- 2.4.7. Time set operations shall be logged.
- 2.4.8. Time drift report shall be available for historical reference.

2.5. Controller front panel access

- 2.5.1. The system shall allow remote access to any controller's front panel.
- 2.5.2. The user shall be able to interact with the controller front panel in exactly the same manner as if he were physically present at the controller.
- 2.5.3. The menus and options presented to the user shall be identical to those of the actual controller.
- 2.5.4. A set of virtual keys shall be provided to allow the user to navigate menus and enter data into the traffic controller. These keys must provide identical functionality to the physical keys on the controllers.
- 2.5.5. Any parameters that are modified remotely shall be stored permanently in the controller's database.

2.6. Database editor

- 2.6.1. The system shall provide a means to edit the controller configuration database.
- 2.6.2. The database editor shall allow a user to modify any parameter in the traffic controller.
- 2.6.3. The database editor shall allow a user to upload the current configuration from any controller in the system.
- 2.6.4. The database editor shall allow a user to download modified parameters to any controller in the system.
- 2.6.5. The database editor shall provide a comparison of an uploaded database versus the local database and shall highlight the differences between them.



- 2.6.6. After making a change to the local database, the system shall prompt the user to enter a reason for the change. This comment shall be stored along with the data to act as a record of the changes that were made to the database over time.

2.7. Event Logging

- 2.7.1. The system shall support logging of the following events:

- Flash
- Free
- Unit Control
- Preemption
- Transit Signal Priority
- Special Functions
- Alarm States
- Coordination Cycle
- Device Communications
- Unit Controller
- System General

- 2.7.2. Users shall be able to rename events.

- 2.7.3. Users shall be able to configure whether each event is created.

- 2.7.4. Users shall be able to choose to log each event.

2.8. Alert Notification

- 2.8.1. The system shall be capable of automatically sending alphanumeric messages (SMS – text messaging) to cellular telephones and email addresses upon detecting problems with the system or from any device.
- 2.8.2. Alert notifications shall also appear as a pop-up alarm, or similar notification, on each workstation logged into the system, provided a user has been configured to receive pop-up alarms, and that user is logged onto the system.
- 2.8.3. Alert notifications shall consist of at least three (3), user configurable, priority levels, to include "informational" (low priority), "warning" (medium priority) and "critical" (high priority) alerts.
- 2.8.4. Acknowledgements of incoming alerts shall be required for all medium and high priority on-screen notifications. Low priority alarm notifications shall not require acknowledgements.
- 2.8.5. The system shall be capable of sending alerts via text (SMS) or email and shall be configurable by TOD/DOW, allowing recipients to be selected based upon severity or priority of event and to issue text/email messages sent to multiple devices or addresses.
- 2.8.6. Notifications shall allow a confirmation to assure that the malfunction has been acknowledged.
- 2.8.7. If no acknowledgement is received upon expiration of a user programmable time-out period, subsequent notifications shall be configurable to be sent (or escalated) to alternate devices.



- 2.8.8. The system shall log all malfunction notifications, retries, and acknowledgements with time and date stamps. The first acknowledgement shall be recorded; all others shall be ignored.
- 2.8.9. System shall support Triggers that associate Events to Alerts. Trigger Alerts shall include ability to specify Recipients.
- 2.8.10. Triggers shall include Name, Criticality, Event Description and enabled/disabled.
- 2.8.11. Users with sufficient permission shall be able to delete triggers.
- 2.8.12. System shall support Alert Recipients and shall allow configuration of name, email, phone and SMS for each Recipient.
- 2.8.13. Alert Recipients shall not be required to be users in the system. If an Alert Recipient is not a system user, he can not log into the system but can receive alerts via email or SMS.
- 2.8.14. Trigger Alerts shall include Email and Site Notification options.

2.9. Device Support

2.9.1. The system shall support the following Econolite traffic controllers:

Vendor/Controller	Upload Protocol	3 rd Party Translator Required
Econolite ASC/3 (12.66.20+)	NTCIP	No
Econolite Cobalt (all versions)	NTCIP	No

2.10. Communication Support

- 2.10.1. System requires direct connection to field controllers for communications. That is, no On-street Master or ICM comm concentrator devices are supported.
- 2.10.2. System shall require a reliable, low latency field communications.
- 2.10.3. Ethernet and fiber are recommended.
- 2.10.4. System shall support serial communication with a minimum data rate of 9600 bits per second and up to 8 devices per serial channel. However, IP communication is required between the Device Manager and the traffic cabinet. A modem is required in the traffic cabinet that supports up to 8 serial connections.
- 2.10.5. Cellular communications shall be supported provided there is sufficient strength, bandwidth and latency.
- 2.10.6. System shall support a service to manage field communications (Device Manager), hosted at agency location.
- 2.10.7. System shall support a field communications service hosted in the cloud, e.g., for cellular communications.
- 2.10.8. System requires a reliable internet connect for cloud connectivity.

2.11. Communication Support





2.11.1. System shall support the following configuration parameters for each communications channel.

- Type (serial, UDP, Serial over UDP, Shared UDP, TCP, Serial over TCP & Shared TCP)
- Channel Name
- Protocol (NTCIP, ACT, RTMS, UDP)
- Time format (Default, UTC, Local, ACT)
- Number of retries for polling messages
- Number of retries for other messages
- Polling error threshold
- Polling rate for primary, secondary and tertiary polling messages
- Adaptive polling rate
- Timeout
- Maximum expected packet size
- Source IP address and UDP or TCP port number for unicast messages
- Broadcast IP address



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Glossary

ATMS – Advanced Transportation Management System

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GIS – Geographic Information System

GOR – Green Occupancy Ratio (Percent occupancy for a phase utilization detector during green))

MOE – Measure of Effectiveness

PCD – Purdue Coordination Diagram

ROR₅ – Red Occupancy Ratio (Percent occupancy for a phase utilization detector during the first 5 seconds of a red)

SPM – Signal Performance Measure

TOD – Time of Day

VOS – Volume/Occupancy/Speed

VPN – Virtual Private Network



1. Introduction

1.2. System Software Overview

- 1.2.1. The system shall operate in real-time and provide timing to traffic controllers.
- 1.2.2. Available timing parameters shall include Cycle, Offset, and Split values.
- 1.2.3. The system shall be a web-hosted traffic data collection and traffic data analytics product. The system shall provide all services and software necessary for retrieving high-resolution controller data. The "On Premise" data collection service shall push the data to the cloud host for storage and processing.
- 1.2.4. The system shall collect and analyze "High-Resolution" event data which shall be logged by the traffic controller every 10th of a second.
- 1.2.5. High-resolution data shall be collected and time-stamped, and include an event code. When applicable, event codes shall be accompanied by a parameter used to identify the source or nature of the event.
- 1.2.6. The system shall provide all services and software necessary for retrieving high-resolution controller data. The "On Premise" data collection service shall push the data to the cloud host for storage and processing.
- 1.2.7. The system shall collect controller level high-resolution data via FTP, SFTP or other protocols from the controllers, or through database queries to a CentracS database licensed to store the high-resolution data.
- 1.2.8. Data communication of high-resolution data to the cloud host shall be performed via a "push" to the cloud host from an On-Premise data service. The On-Premise data service shall not require an inbound port for these communications.

1.3. System Support and User Management

- 1.3.1. The system shall support authentication of individual users via individual user names and passwords.
- 1.3.2. The system shall not limit the number of user accounts that can be created to allow and grant access.
- 1.3.3. The system shall employ https to ensure user login names and passwords are encrypted prior to transmitting.

2. CentracS SPM

2.2. The system shall include all standard functionality of CentracS SPM

2.3. Standard functionality shall include

- 2.3.1. Overview
- 2.3.2. System map



- 2.3.3. Metrics
- 2.3.4. Compare
- 2.3.5. Detector Concerns

3. System Graphical User Interface

- 3.2. The system shall include a web interface built on top of the Centracis SPM data analytics platform
- 3.3. System user interface shall include an Optimization page that allows user interaction with Edaptive
 - 3.3.1. The user interface shall include the timing changes being made by the algorithm, including: cycle, offset and splits for each signal in the corridor.
 - 3.3.2. The user interface shall also include error conditions or information about issues being encountered.
- 3.4. System shall include a Settings page for configuration of Edaptive
 - 3.4.1. Configuration shall allow users to setup Edaptive on a per corridor basis.
 - 3.4.2. Users shall be able to configure which settings to optimize, including: cycle, offset and splits.
 - 3.4.3. Users shall be able to constrain the amount of change for cycle and split values.

4. Optimization

- 4.2.1. System shall support Red Occupancy Ratio / Green Occupancy Ratio based split adjustments.
- 4.2.2. System shall support Link-Pivot based Offset adjustment.
- 4.2.3. System shall support volume to capacity-based Cycle adjustment.
- 4.2.4. System shall operate on coordination patterns.
- 4.2.5. System shall log data and results for later user review.
- 4.2.6. Split optimization shall be able to perform with lane-by-lane stop bar detection of 30 feet in length down to 3 feet.
- 4.2.7. Offset optimization shall function with detection located in free-flow area, crossing multiple lanes, and 6 feet in length down to 3 feet.
- 4.2.8. Algorithms shall support dual-ring 4-phase intersections.
- 4.2.9. Algorithms shall support dual-ring 6-phase intersections.
- 4.2.10. Algorithms shall support dual-ring 8-phase intersections.
- 4.2.11. Algorithms shall support up to 8 intersections in a Corridor/Section.
- 4.2.12. Offset and Cycle algorithms shall support intersection spacing from 5,280 feet to 1,000 feet. Depending on level of saturation or other conditions that may impact platoon progression.



- 4.2.13. Split optimization shall support saturation levels of 80% or less.
- 4.2.14. Offset optimization shall support saturation levels of 80% or less.
- 4.2.15. Cycle optimization shall support saturation levels of 95% or less.
- 4.2.16. Algorithms shall invalidate data and flag or stop calculations upon encountering missing or erroneous data.
- 4.2.17. System shall require CentraCS 2.0 installed and operation on site to make updates to signal timings.

4.3. Device Support

- 4.3.1. The system shall be capable of uploading high-resolution data from the following traffic signal controllers:

Vendor/Controller/Version	Upload Protocol	3 rd Party Translator Required
Econolite Cobalt ASC/3 – 32.66.20+	CentraCS 2.0	No

- 4.3.2. VxWorks ASC/3 not supported.

4.4. Communication Support

- 4.4.1. System shall require a reliable, low latency field communications.
- 4.4.2. Ethernet and fiber are recommended.
- 4.4.3. Cellular communications that are possible with sufficient strength, bandwidth and latency.
- 4.4.4. Radio communications are likely not sufficient.
- 4.4.5. System requires a reliable internet connect for cloud connectivity.

4.5. ATMS System Support

- 4.5.1. Edaptive requires CentraCS 2.1.9 or newer.



C +Detect

Specification



- 1. INTRODUCTION..... 3
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 - 1.3. SYSTEM SUPPORT AND USER MANAGEMENT 3
- 2. SYSTEM GRAPHICAL USER INTERFACE 3
 - 2.2. THE SYSTEM SHALL INCLUDE A WEB INTERFACE BUILT ON TOP OF THE CENTRACS SPM DATA ANALYTICS PLATFORM
3
 - 2.3. STANDARD FUNCTIONALITY SHALL INCLUDE 3
- 3. CENTRACS +DETECT CHARTS 4
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 - 4.3. DEVICE SUPPORT 5



1. Introduction

1.2. System Software Overview

- 1.2.1. The system shall operate with Autoscope Vision devices.
- 1.2.2. The system shall provide all services and software necessary for retrieving Vision data. An "On Premise" data collection service shall push the data to the cloud host for storage and processing.
- 1.2.3. The system shall collect Vision data by way of direct communication with the Vision Comm Manager.
- 1.2.4. Data communication of Vision data to the cloud host shall be performed via a "push" to the cloud host from an On-Premise data service. The On-Premise data service shall not require an inbound port for these communications.

1.3. System Support and User Management

- 1.3.1. The system shall support authentication of individual users via individual user names and passwords.
- 1.3.2. The system shall not limit the number of user accounts that can be created to allow and grant access.
- 1.3.3. The system shall employ https to ensure user login names and passwords are encrypted prior to transmitting.

2. System Graphical User Interface

2.2. The system shall include a web interface built on top of the Centrac's SPM data analytics platform

2.3. Standard functionality shall include

- 2.3.1. Centrac's +Detect Charts
- 2.3.2. Centrac's +Detect Status



3. Centracrs +Detect Charts

- 3.2.1. Centracrs +Detect charts, dashboards and/or tables shall provide a user selectable data parameter selection.
- 3.2.2. For the user selectable data parameters, the user shall be able to select Chart Type: Eighty Fifth Percentile, Occupancy, Peak Hour Factor, Speed, Turning Movements, Vehicle Classification and Volume.
- 3.2.3. For the Eighty Fifth Percentile chart type, the system shall provide options to select date, station, camera, summary and data table.
- 3.2.4. For the Eighty Fifth Percentile chart, the system shall display a summary with the
- 3.2.5. For the Occupancy chart, the system shall provide options to select date, station, camera, zeros, summary and data table.
- 3.2.6. For the Occupancy chart, the system shall provide a summary with the average occupancy and display a chart that shows the occupancy percentage vs time for the selected camera.
- 3.2.7. For the Peak Hour Factor chart, the system shall provide options to select date, station, camera, zeros, summary and data table.
- 3.2.8. For the Peak Hour Factor chart, the system shall provide a summary with the average volume, average peak, average factor, and display a chart with the peak hour factor vs time for the selected camera.
- 3.2.9. For the Speed chart, the system shall provide options to select date, station, camera, zeros, summary and data table.
- 3.2.10. For the Speed chart, the system shall provide a summary with the average speed and display a chart that shows the speed vs time for the selected camera.
- 3.2.11. For the Turning Movements chart, the system shall provide options to select date and station.
- 3.2.12. For the Turning Movements chart, the system shall display a standard 8-phase intersection approach diagram.
- 3.2.13. For Vehicle Classification, the system shall provide options to select date, station, camera, zeros, summary and data table.
- 3.2.14. For the Vehicle Classification Chart, the system shall provide a summary with the number of left turns, number of through movements, number of right turns, number of unassigned vehicles, total number of vehicles recorded and display a chart with the vehicle count vs time.
- 3.2.15. For the Volume chart, the system shall provide options to select date, station, camera, zeros, summary and data table
- 3.2.16. For the Volume chart, the system shall provide a summary with the number of left turns, number of through movements, number of right turns, number of unassigned vehicles, total number of vehicles recorded and display a chart with the occupancy percentage? vs time.
- 3.2.17. Charts shall include a table with data used on the chart.



- 3.2.18. It shall be possible to export chart data to CSV.
- 3.2.19. It shall be possible to export charts to PDF.
- 3.2.20. It shall be possible to zoom in and out of each chart interactively.
- 3.2.21. The user interface shall also include error conditions or information about issues being encountered.

4. Centrac's +Detect Status

- 4.2.1. System shall display the number and percentage of Stations online.
- 4.2.2. System shall display the number and percentage of Sensors online.
- 4.2.3. System shall display the number and percentage of Detectors online based on last data set.
- 4.2.4. System shall display the time and date the system has been online without communication interruption.
- 4.2.5. System shall indicate location of sensors on map display.
- 4.2.6. Map display shall allow user to search and select stations for image display and maximize view within window.
- 4.2.7. Map display shall allow user enable and disable stations view on map.
- 4.2.8. The system shall contain a table with all stations, sensors, detectors in the environment and the ability to search for these within the table.
- 4.2.9. From the table, the user shall be able to click an icon and view a snapshot of the station, sensor or detector.
- 4.2.10. From the table, the user shall be able to view when was the station, sensor or detector last online.
- 4.2.11. From the table, the user shall be able to view the status of the device.

4.3. Device Support

- 4.3.1. The system shall be capable of uploading data from the following traffic video camera:

Vendor/Controller/Version/Camera	Upload Protocol	3 rd Party Translator Required
Autoscope Vision Camera		No

4.4. Communication Support

- 4.4.1. System shall require a reliable, low latency field communications.
- 4.4.2. Ethernet and fiber are recommended.
- 4.4.3. Cellular communications that are possible with sufficient strength, bandwidth and latency.
- 4.4.4. System requires a reliable internet connect for cloud connectivity.

EXHIBIT B
Centracs® Mobility: Service Level Agreement
(SLA) for *City of Laguna Woods*
by
Econolite Systems, Inc.

Effective Date: 1-24-2020

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
<i>Econolite</i>	<i>Econolite</i>		
<i>City of Laguna Woods</i>	<i>Agency</i>		

Agreement Overview

This Service Level Agreement (“SLA”) is part of the Centracs® Mobility Cloud Services Agreement (“Agreement”) between *Econolite Systems, Inc.* (“Econolite”) and *City of Laguna Woods* (“Agency”) for the provisioning of IT services required to support and sustain Centracs® Mobility. Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the Centracs® Mobility Services listed herein (“Services”) but does not apply to separately branded services made available with or connected to the Services or to any on-premises software that is part of any Service.

If Econolite does not achieve and maintain the service level for the Services as described in this SLA, then Agency may be eligible for a credit towards a portion of Agency’s subscription fee or an extension in Agency’s Term or Renewal Term.

Econolite will not modify the rights and obligations of this SLA during the Term of Agency’s subscription; however, the rights and obligations of any Renewal Term are subject to change.

This SLA outlines the parameters of all IT services covered as they are mutually understood by Econolite and Agency.

1. Definitions

"Downtime" is defined as the period of time during which the Service is unavailable for use. Downtime does not include Scheduled Downtime. Downtime does not include unavailability of a Service due to limitations described in Section 4.1, *Services Availability*.

"Incident" means (i) any single event, or (ii) any set of events, that result in Downtime.

"Scheduled Downtime" means periods of Downtime related to network, hardware, or Service maintenance or upgrades. Econolite will publish notice or notify *Agency* at least five (5) business days prior to the commencement of such Downtime.

"Services" means the services listed in Section 3.1, *Service Scope*.

"Service Level" means the performance metric of service availability as set forth in this SLA that Econolite agrees to meet in the delivery of the Services.

"Service Resource" means an individual resource available for use within a Service.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Agency by Econolite.

The **goal** of this SLA is to obtain mutual agreement for the Centracs® Mobility related IT service provision between Econolite and Agency.

The **objectives** of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise, and measurable description of service provision to the Agency.
- Match perceptions of expected service provision with actual service support and delivery.

3. Service Level Agreement

The following detailed service parameters outline the responsibilities of Econolite and the Agency in relation to the ongoing support of this Agreement.

3.1. Service Scope

The following Services are covered by this SLA:

- The Centracrs® Mobility Traffic Data Analytics tool as supplied by Econolite including standard server-side functionality plus any optional modules defined in Exhibit A.
- Data storage up to 250GB included in the base service cost (quotes can be provided for additional storage upon request)
- Disaster recovery
- System administration of Centracrs® Mobility

3.2. Agency Requirements

Agency responsibilities and/or requirements in support of this SLA include:

- Field devices, including but not limited to Traffic Controllers, signs, CCTV's, and detection devices.
- Field network, including but not limited to switches, modems, firewalls, wiring, and radios.
- Hardware platform on which the Econolite-supplied on-premises data collection software will be installed.
- Communication between the Econolite-supplied on-premises data collection software service and the Centracrs database or the field network
- Workstations and/or laptops including all hardware and non-vendor provided software required to access the Centracrs® Mobility service such as compatible internet browsers.
- Internet connection for Centracrs® Mobility service, including but not limited to available bandwidth, reliability, and support.

3.3. Econolite Requirements

Econolite responsibilities and/or requirements in support of this SLA include:

- Meeting Centracs® Mobility server-side component up-time requirements.
- Appropriate notification to Agency for all scheduled software upgrades.
- Notification of Agency of any material changes to Services.

3.4. Limitations

This SLA and any applicable Services defined herein do not apply to any performance or availability issues:

1. Due to factors outside Econolite's reasonable control (for example, natural disaster, war, acts of terrorism, riots, epidemics, quarantines, government action, or a network or device failure external to Econolite's data centers, including at *Agency's* site or between *Agency's* site and Econolite's data center);
2. That result from the use of services, hardware, or software not provided by Econolite, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by Agency's use of a Service after Econolite has advised *Agency* to modify use of the Service, if Agency did not modify the use of Service as advised;
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by Econolite and opted into by the Agency);
5. That result from Agency's unauthorized action or lack of action when required, or from Agency's employees, agents, contractors, or vendors, or anyone gaining access to Econolite's network by means of Agency passwords or equipment, or otherwise resulting from failure of Agency or agents of Agency in following appropriate security practices;
6. That result from Agency's failure to adhere to any required configurations, use supported platforms, failure to follow any policies for acceptable use, or any use of *Centracs® Mobility* in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with Econolite's published guidance;
7. That result from faulty input, instructions, or arguments (for example, requests to send commands to devices that are not available);
8. That result from Agency's attempts to perform operations that exceed prescribed quotas.
9. Due to lack of availability of any 3rd party sourced data, such as maps, travel time and incident information; and
10. Due to inaccuracies in any 3rd party sourced data, such as maps, travel time and incident information.

4. Service Management

The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

4.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Up-time of 99.9% of Centracs® Mobility server-side components, is defined as follows: $(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes} * 100$
- Periods of scheduled downtime of Centracs® Mobility server-side components, such as for upgrades, will be communicated to the *Agency*.
- Database backups for the Centracs® Mobility server-side components shall be available up to the end of the previous day. Backup retention period will be at least 7 days.
- Database backup for data held in Agency's field equipment such as signal controllers is not covered by the SLA
- Availability and reliability of field devices such as traffic controllers and the availability and reliability of the communications infrastructure that such field devices rely on are outside the scope of this SLA
- Disaster recovery measures shall include replication of the customer's environment and database backups with a Recovery Time Objective of 72 hours.
- Disaster recovery shall entail good faith efforts to restore the in-scope services to the full functionality as of the most recent available database backup prior to the disaster event.
- Database Backup and Disaster Recovery for Agency's hardware such as Centracs® Mobility Workstations, laptops or traffic controllers are not covered by the terms of this SLA.

4.2. Service Credits

Service Credits are the sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA.

4.3. Requests for Service Credits

In order for Econolite to consider a request for Service Credit, Agency must submit the request to Econolite including all information necessary for Econolite to validate the request, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of Agency's attempts to resolve the Incident at the time of occurrence.

Econolite must receive the request by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15, July 2020, Econolite must receive the request and all required information by March 31.

ITEM 9.3 – Attachment C

Econolite will evaluate all information reasonably available and make a good faith determination of whether a Service Credit is appropriate. Econolite will use commercially reasonable efforts to process requests for Service Credit during the subsequent month and within forty five (45) days of receipt. Agency must be in compliance with the Agreement in order to be eligible for a Service Credit. If Econolite determines that a Service Credit is payable to Agency, Econolite will issue a refund to Agency in an amount equal to the Service Credit.

4.4. Technical Support

Technical support and service from Econolite shall be provided by telephone, email or other remote methods and does not include on-site support.

Technical support hours of operation:

8:00am to 5:00pm (*Mountain Time*) / Monday – Friday except for holidays recognized by Econolite.

Support requests received outside normal hours of operation are generally responded to within twenty-four (24) hours.

Technical Support Contact Information:

Local Account Manager or,
Phone: 714.630.3700 or 800.225.6480 or,
Online at www.econolite.com

EXHIBIT C

FEE, TERM, SCOPE

1. Subscription Fee: \$3,320 is the annual Subscription Fee under this Agreement.
[Enter the annual subscription fee for all traffic signal controllers]
2. System Set Up Fee: The System Set Up Fee shall be \$28,750.
3. Invoice Cycle: The annual subscription fee for the Term shall be invoiced on a yearly basis.
4. Term: The Subscription Term of this Agreement is for a period of 12 months commencing on the date the first intersection/device is brought online in Mobility or 30 days after the Mobility website becomes active, whichever comes first. However, in no circumstance shall the Mobility service period commence later than 90-days from the issuance of PO for Mobility service.
5. Renewal Term: This Agreement will renew for successive periods of 12 months unless either party refuses such renewal by written notice of thirty (30) or more days before the expiration of the Subscription Term or Renewal Term.
6. Scope: This Agreement authorizes the use of the System with 14 traffic signal controllers.

9.4

**SOUTHERN CALIFORNIA ASSOCIATION OF
GOVERNMENTS' 2024 GENERAL ASSEMBLY
DELEGATE AND ALTERNATE DELEGATE**

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: March 20, 2024 Regular Meeting

SUBJECT: Southern California Association of Governments' 2024 General Assembly Delegate and Alternate Delegate

Recommendation

Appoint members of the City Council to serve as a delegate and alternate at the Southern California Association of Governments' 2024 General Assembly.

Background

The Southern California Association of Governments ("SCAG") will host its annual General Assembly on May 2, 2024 at 11 a.m. in Palm Desert. The General Assembly takes place during SCAG's annual Regional Conference. Each year, member agencies appoint a delegate and alternate to propose and vote on policy matters on their behalf at the General Assembly.

Discussion

SCAG has requested that the City Council appoint a delegate and alternate for the 2024 General Assembly. If only one member of the City Council attends, there is no requirement to appoint an alternate. If no member of the City Council attends, there is no requirement to appoint a delegate.

Fiscal Impact

SCAG will offer the delegate (or alternate) a complimentary hotel accommodation for the night of May 2, 2024 and validated overnight parking.

Mayor Pro Tem Horne and Councilmember Moore serve on SCAG policy committees and are also offered complimentary hotel accommodations for the night of May 2, 2024 and validated overnight parking, if they choose to attend.