

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, April 17, 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. 24-08, 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.

Mail Distribution: The City of Laguna Woods is able to mail agendas and/or agenda materials if provided with advance payment for postage and printing (if applicable). To request mail distribution, please email cityhall@cityoflagunawoods.org or contact the City Clerk’s Office at (949) 639-0500/TTY (949) 639-0535.

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. 24-08, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.

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

4/12/24
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: 870 8277 4315
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 942651
- 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 Holocaust Remembrance Day – May 6, 2024

Recommendation: Observe a moment of silence.

4.2 Community College Awareness Month – April 2024

Recommendation: Approve and present the proclamation.

4.3 Donate Life Month – April 2024

Recommendation: Approve and present the proclamation.

4.4 Presentation Regarding Theft Prevention and Crime Reporting – Captain Cruz Alday, Chief of Police Services, Orange County Sheriff's Department

(agendized by Councilmember Moore)

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 March 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 regular meeting on March 20, 2024.

7.2 Warrant Register

Recommendation: Approve the warrant register dated April 17, 2024 in the amount of \$814,179.82.

7.3 Fiscal Years 2023-25 Budget Adjustments

Recommendation: 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 SENIOR MOBILITY FUND APPROPRIATIONS TO ACCOMMODATE INCREASED DEMAND FOR SENIOR MOBILITY PROGRAM SERVICES

7.4 Tree Pruning and Removal Services

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

VIII. PUBLIC HEARINGS – None

IX. CITY COUNCIL BUSINESS

9.1 Businesses Title of Laguna Woods Municipal Code

Recommendation: 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 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

9.2 Solid Waste Handling Services

Recommendation: Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT OF THE AGREEMENT WITH CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES, AND DETERMINING AND CERTIFYING THAT THE THIRD AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

9.3 Fiscal Years 2023-34 Capital Improvement Program

Recommendation:

1. Receive and file a quarterly report on the status of the Fiscal Years 2023-34 Capital Improvement Program and potential amendments thereof.

AND

2. Provide input to the City Manager on potential amendments of the Fiscal Years 2023-34 Capital Improvement Program.

9.4 “We the People...” Installation (agendized by Councilmember Moore)

Recommendation: Direct the City Manager to have lettering that reads “We the People...” installed above the entry to City Hall.

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, May 15, 2024 at 2 p.m. Laguna Woods City Hall 24264 El Toro Road, Laguna Woods, California 92637 |
|-----------------------|---|

4.1
HOLOCAUST REMEMBRANCE DAY
– MAY 6, 2024
(NO REPORT)

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4.2
COMMUNITY COLLEGE AWARENESS MONTH
– APRIL 2024

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**Proclamation
City of Laguna Woods
Community College Awareness Month
April 2024**

WHEREAS, the South Orange County Community College District is one of the largest community college districts in the region, serving approximately 50,000 students on three campuses—Saddleback College, Irvine Valley College, and the Advanced Technology & Education Park (“ATEP”); and

WHEREAS, the South Orange County Community College District is a leader in higher education and enriches lives through learning; and

WHEREAS, Laguna Woods is part of the South Orange County Community College District’s 350 square mile service area; and

WHEREAS, the South Orange County Community College District is a community partner offering classes at more than 100 community sites, beyond its campuses; and

WHEREAS, the South Orange County Community College District provides outstanding education through more than 400 degree and certificate programs that prepare students to fill local and high skilled workforce opportunities.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim April 2024 as “Community College Awareness Month” in the City of Laguna Woods and thanks the South Orange County Community College District for its service through learning.

Dated this 17th day of April, 2024

Noel Hatch
Mayor

Attest: Yolie Trippy, CMC
City Clerk

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4.3
DONATE LIFE MONTH
– APRIL 2024

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**Proclamation
City of Laguna Woods
Donate Life Month
April 2024**

WHEREAS, organ, eye, and tissue donations are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 100,000 people nationwide, including nearly 2,000 children under the age of 18, are waiting for a lifesaving transplant; and

WHEREAS, a single donor can save the lives of up to eight people, restore sight for up to two people, and improve the lives of as many as 75 more; and

WHEREAS, kidney and partial liver donations can be made while living, and other donations can be made after death; and

WHEREAS, millions of lives are saved, healed, and enhanced each year by a diverse group of organ, eye, and tissue donors, including older adults.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim April 2024 as “Donate Life Month” in the City of Laguna Woods and encourages its residents to consider making living donations, as well as signing up as donors with the state-authorized Donate Life California Registry.

Dated this 17th day of April, 2024

Noel Hatch
Mayor

Attest: Yolie Trippy, CMC
City Clerk

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4.4

**PRESENTATION REGARDING THEFT
PREVENTION AND CRIME REPORTING
– CAPTAIN CRUZ ALDAY,
CHIEF OF POLICE SERVICES, ORANGE
COUNTY SHERIFF’S DEPARTMENT
(AGENDIZED BY COUNCILMEMBER MOORE)**

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SAFETY BULLETIN



Distraction thefts are an increasing concern and the Orange County Sheriff's Department is looking to educate residents on how to identify and prevent this type of crime.

Distraction thefts occur when criminals use a variety of techniques to catch their victims off guard, pull their focus and then proceed to steal personal items such as jewelry, wallets or other objects of value.

Thieves may approach victims asking to help carry groceries or looking to sell jewelry. They may ask for directions or local restaurant recommendations. In some cases, thieves may even appear empathetic and offer a prayer or a hug to their victim.

Most often, these criminals work in pairs or groups in retail center stores and parking lots. While one is distracting the victim with conversation, the others are committing theft.

The Sheriff's Department has seen an increase in this type of crime and is encouraging residents to employ simple techniques to stay safe.

While we live in a safe city and enjoy the camaraderie that comes with living in our close-knit community, it is still important to be vigilant.

Be alert: If someone you don't know approaches you to have a conversation, be aware of your surroundings and your valuables.

Be mindful: Only carry what you need. Opt for handbags that zip securely and never leave your purse unattended in a shopping cart. If you don't carry a handbag, always keep valuables such as wallets, cash or cell phones in your front pocket.

Protect your personal space: Never allow a stranger to get close enough to place their hands on you. Always keep a safe distance while talking to someone you don't know, and never allow anyone to place items such as jewelry or other accessories on you.

Be selective: If you need assistance carrying items to your vehicle or loading groceries into your car, always ask a store employee for help. Be wary of accepting help from those you don't know.

Stay secure: Once in your vehicle, immediately lock your doors. If someone approaches your window to ask directions or a question, it is best to only roll your driver's side window down enough to have a conversation.

Be assertive: In some cases, thieves will talk fast and loudly and infiltrate your personal space quickly. This plays into their distraction tactics. If someone gets too close, even if they seem like they are offering help, loudly and clearly say "no" to draw the attention of others.

If you are a victim of distraction theft, it is important to report it to the Sheriff's Department at 949-770-6011.

If you are witnessing a crime in progress, always call 9-1-1.

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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 March 31, 2024

BY FUND

General Fund **\$10,107,005**

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 **\$3,419,536**

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) **\$13,526,541**

BY INVESTMENT TYPE

Cash and Cash Equivalents **\$288,802**
2.14% of portfolio

Pooled Money Investment Accounts **\$7,606,836**
56.24% of portfolio

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

Investments - Earning **\$5,630,903**
41.63% of portfolio

This includes certificates of deposit.

Total (All Funds) **\$13,526,541**

Financial Assets HELD IN TRUST FUNDS as of March 31, 2024

California Employers' Pension Prefunding Trust Fund (CEPPT) **\$168,216**

• **New Contributions** **\$0**

• **Gain/(Loss) from Month Prior** **\$3,402**

The CEPPT is used to prefund employee pension obligations.

California Employers' Retiree Benefit Trust Fund (CERBT) **\$138,314**

• **New Contributions** **\$0**

• **Gain/(Loss) from Month Prior** **\$2,828**

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 March 31, 2024

ITEM 6.1

CASH AND INVESTMENTS

| | Beginning Balances As of 2/29/24 | Earnings & Receipts | Disbursements | Purchases, Transfers & Other Adjustments | Ending Balances As of 3/31/24 | % of Total Cash & Investment Balances | Maximum % Allowed per Investment Policy |
|---|--|------------------------|---------------------|---|-------------------------------------|--|--|
| Cash and Cash Equivalents | | | | | | | |
| Analyzed Checking Account (Note 1) | \$ 786,386 | \$ 521,862 | \$ (814,784) | \$ (290,000) | \$ 203,464 | 1.50% | |
| Cash Balances, Multi-Bank Securities (MBS) Account (Note 2 and 4) | \$ 12,964 | \$ 10,042 | \$ (14,081) | \$ - | \$ 8,925 | 0.07% | |
| Earned Interest in Transit and Accrued Interest, MBS Account (Note 4) | \$ 28,152 | \$ 12,711 | \$ (10,042) | \$ - | \$ 30,822 | 0.23% | |
| Petty Cash | \$ 800 | \$ 38 | \$ (38) | \$ - | \$ 800 | 0.01% | |
| Laguna Woods Civic Support Fund Checking Account | \$ 44,792 | \$ 0.18 | \$ - | \$ - | \$ 44,793 | 0.33% | |
| Total Cash and Cash Equivalents | \$ 873,094 | \$ 544,653 | \$ (838,945) | \$ (290,000) | \$ 288,803 | 2.14% | 100.00% |
| Pooled Money Investment Accounts | | | | | | | |
| Local Agency Investment Fund (LAIF - fair value) (Notes 2 and 3) | \$ 804,092 | \$ - | \$ - | \$ - | \$ 804,092 | 5.94% | |
| Orange County Investment Pool (OCIP - fair value) (Notes 2 and 3) | \$ 6,778,000 | \$ 24,856 | \$ (113) | \$ - | \$ 6,802,743 | 50.29% | |
| Total Pooled Money Investment Accounts | \$ 7,582,093 | \$ 24,856 | \$ (113) | \$ - | \$ 7,606,836 | 56.24% | 90.00% |
| Investments - Interest and Income Bearing | | | | | | | |
| Certificates of Deposit - non-negotiable (fair value) (Note 2) | \$ 5,364,170 | \$ 144 | \$ - | \$ 266,589 | \$ 5,630,903 | 41.63% | |
| Total Investments - Interest and Income Bearing | \$ 5,364,170 | \$ 144 | \$ - | \$ 266,589 | \$ 5,630,903 | 41.63% | 90.00% |
| TOTAL | \$ 13,819,357 | \$ 569,653 | \$ (839,057) | \$ (23,411) | \$ 13,526,541 | 100.00% | |

Summary of Total Cash, Cash Equivalents, and Investments:

| | General Fund | Special Revenue Funds | Totals |
|--|----------------------|--------------------------|----------------------|
| Analyzed Checking Account | \$ (3,171,280) | \$ 3,374,744 | \$ 203,464 |
| Cash Balances, MBS Account | \$ 8,925 | \$ - | \$ 8,925 |
| Earned Interest in Transit and Accrued Interest, MBS Account | \$ 30,822 | \$ - | \$ 30,822 |
| Petty Cash | \$ 800 | \$ - | \$ 800 |
| LAIF | \$ 804,092 | \$ - | \$ 804,092 |
| OCIP | \$ 6,802,743 | \$ - | \$ 6,802,743 |
| Certificates of Deposit | \$ 5,630,903 | \$ - | \$ 5,630,903 |
| Laguna Woods Civic Support Fund Checking Account | \$ - | \$ 44,793 | \$ 44,793 |
| Totals | \$ 10,107,005 | \$ 3,419,537 | \$ 13,526,541 |

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



City of Laguna Woods
City Treasurer's Report
For the Month Ended March 31, 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) | | | | | | | | | | | | | | |
| 949763ZA7 | 2019-1 | WELLS FARGO BK N A | 60 months | 04/09/19 | 04/10/19 | 245,000 | 244,770 | 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 | 243,907 | 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 | 245,100 | 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 | 244,525 | 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 | 237,883 | 245,000 | 1.750 | Semi-Annual | 08/14/20 | Green*** | 1.750 | 02/14/25 |
| 219873AB2 | 2024-3 | CORPORATE AMERICA FAMILY CR UN | 12 months | 03/14/24 | 03/27/24 | 245,000 | 245,397 | 245,000 | 5.250 | Monthly | 04/27/24 | Green*** | 5.250 | 03/27/25 |
| 59013KJG9 | 2020-2 | MERRICK BANK | 60 months | 03/24/20 | 03/31/20 | 100,000 | 96,784 | 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 | 239,647 | 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 | 244,995 | 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 | 246,556 | 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 | 245,843 | 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 | 244,483 | 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 | 200,496 | 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 | 245,647 | 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 | 245,980 | 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 | 236,457 | 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 | 246,105 | 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 | 235,340 | 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 | 245,123 | 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 | 242,043 | 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 | 201,740 | 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 | 251,488 | 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 | 255,650 | 245,000 | 5.350 | Monthly | 12/15/23 | Green*** | 5.350 | 11/15/28 |
| 61690DMB1 | 2024-2 | MORGAN STANLEY BANK NA | 60 months | 03/14/24 | 03/18/24 | 245,000 | 244,946 | 245,000 | 4.300 | Semi-Annual | 09/13/24 | Green*** | 4.300 | 03/13/29 |
| | | Accrued Interest - Month End | | | | | 30,822 | | | | | | | |
| Total CDs | | | | | | 5,645,000 | 5,661,724 | 5,645,000 | | | | | | |

(*) 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 | 6,879,622 | 6,802,743 | 6,879,622 | Note 3 | Monthly | N/A | N/A | N/A | N/A |
| Total PMIA | | | | | | 7,703,383 | 7,606,836 | 7,703,383 | | | | | | |

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



City of Laguna Woods
City Treasurer's Report
For the Month Ended March 31, 2024

ITEM 6.1

CASH AND INVESTMENTS

| | Beginning Balances As of 2/29/24 | Contributions / (Withdrawals) | Administrative Fees & Investment Expense | Unrealized Gain / (Loss) | Ending Balances As of 3/31/24 |
|--|---|--|---|-------------------------------------|--|
| Other Post-Employment Benefits (OPEB) Trust | | | | | |
| CalPERS California Employers' Retiree Benefit Trust (CERBT) (Note 2) (CERBT holds all assets and administers the OPEB Trust) | \$ 135,487 | \$ - | \$ (10) | \$ 2,837 | \$ 138,314 |
| 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>\$ 164,814</u> | <u>\$ -</u> | <u>\$ (32)</u> | <u>\$ 3,435</u> | <u>\$ 168,216</u> |
| Total Other Funds - Held in Trust | <u>\$ 300,301</u> | <u>\$ -</u> | <u>\$ (42)</u> | <u>\$ 6,272</u> | <u>\$ 306,531</u> |

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



City of Laguna Woods
City Treasurer's Report
For the Month Ended March 31, 2024

CASH AND INVESTMENTS

Notes:

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

Note 2 - During March 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 or withdrawals from the OCIP account. 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 / Upon maturity of the United Heritage Credit Union Certificate of Deposit in March 2024, \$200,000 principal amount was received. The amount was re-invested in a Morgan Stanley Bank Certificate of Deposit for a 60 month term at a 4.300% yield rate in the amount of \$245,000. The City also purchased a Corporate America Family Credit Union Certificate of Deposit for a 12 month term at a 5.250% yield rate in the amount of \$245,000. Investments were adjusted in the amount of (\$23,411.42) to report balances at fair market value as of March 31, 2024.

OPEB Trust / The City made no contributions to or withdrawals from the OPEB Trust. The OPEB Trust experienced a net gain of \$2,827.71 in March 2024.

Employer Pension Contributions Trust / The City made no contributions to or withdrawals from the CEPPT account. The Trust experienced a net gain of \$3,402.26 in March 2024.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported in March 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 March 2024 was 4.232% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted. |
| OCIP | Monthly | \$24,855.66 | December 2023 | See Notes | June 2024 | Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at March 31, 2024 was \$77,159.64. The OCIP interest rate for the month of March was not available at the time of this report. At February 29, 2024, the 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 \$10,041.66 and transferred out \$14,080.55 in cash balances to the City's checking account in March 2024. Cash balances to be invested or paid out are classified separately on page 1 of 4. The City's portfolio also has \$30,821.50 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: 2024.04.11
 18:13:36 -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: April 17, 2024 Regular Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the April 17, 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 April 17, 2024 Consent Calendar contains the following items:

- 7.1 Approval of the City Council meeting minutes for the regular meeting on March 20, 2024.
- 7.2 Approval of the warrant register dated April 17, 2024 in the amount of \$814,179.82. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at or from City Hall.
- 7.3 Adoption of a resolution 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 Senior Mobility Fund appropriations to accommodate increased demand for Senior Mobility Program services. Since the Senior Mobility Program transitioned to a new, modernized service delivery model at the beginning of the current fiscal year, demand for subsidized taxi transportation services has been higher than anticipated. The proposed resolution would increase Fiscal Year 2023-24 appropriations for the Senior Mobility Fund by \$170,600 to fund the Senior Mobility Program through June 30, 2024, after which additional, already budgeted Fiscal Year 2024-25 appropriations would be available. Sufficient funds to accommodate the increased appropriations are included in the Senior Mobility Fund's unassigned balance, which totaled \$332,399.85 as of February 29, 2024 and receives deposits of Measure M2 (OC Go) revenue every other month. Staff is analyzing the performance of the Senior Mobility Program and will provide the City Council with a report and future budget recommendations at an upcoming meeting.

- 7.4 Approval of an agreement with West Coast Arborists, Inc. for tree pruning and removal services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. A Request for Proposals for tree pruning and removal services was released on February 22, 2024 with proposals due by March 15, 2024. Two proposals were received (Great Scott Tree Service and West Coast Arborists). After reviewing both proposals, staff recommends that the City Council award the agreement to West Coast Arborists due to factors including, but not limited to, cost and experience. West Coast Arborists provided tree pruning and removal services to the City from March 1, 2017 to February 28, 2018 and from April 1, 2021 to March 31, 2023. West Coast Arborists provides or has provided similar services for the cities of Anaheim, Fullerton, Huntington Beach, Laguna Hills, Mission Viejo, Santa Ana, and Tustin.

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
REGULAR MEETING
March 20, 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 2:01 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, Administrative Services Director/City Treasurer Torres, City Clerk Trippy

All staff participated in-person at the meeting location.

III. PLEDGE OF ALLEGIANCE

Councilmember Moore led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Lifesaving Actions on February 25, 2024 – Annie McCary

Mayor Hatch introduced Division Chief Hunter, Orange County Fire Authority.

Division Chief Hunter made a presentation and presented Councilmember McCary with a certificate of appreciation from the Orange County Fire Authority. He also answered questions from Councilmembers.

Councilmembers discussed the item.

Councilmembers and Division Chief Hunter posed for photographs.

4.2 American Red Cross Month – March 2024

City Clerk Trippy read the proclamation.

John Waldeck, American Red Cross of Orange County, made comments.

Councilmembers made comments and Mr. Waldeck answered questions.

Moved by Councilmember Moore, seconded by Councilmember Conners, and carried unanimously on a 5-0 vote, to approve and present the proclamation.

Councilmembers and Mr. Waldeck posed for photographs.

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

Rachel Mashburn, Director of Pharmacy, City of Hope Orange County, made a presentation.

Councilmembers made comments and Ms. Mashburn answered questions.

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Jeff Halloran, Membership Director for the Laguna Hills Chamber of Commerce, commented on Item 4.1 and the Laguna Hills Chamber of Commerce.

Councilmembers briefly responded to Mr. Halloran’s comments. Mr. Halloran answered questions from Councilmembers.

Bill Kaufman, member of the public, commented on Item 4.3, the City’s cannabis storefront retailer ordinance, and a cannabis health center proposal.

Herman Janssen, member of the public, commented on Item 4.1, the City’s cannabis storefront retailer ordinance, and a cannabis health center proposal. Mr. Janssen asked that the City consider a variance for a location in the Willow Tree Center.

Councilmembers and City Manager Macon briefly responded to Mr. Janssen’s comments.

VI. CITY TREASURER’S REPORT

6.1 City Treasurer Report

Administrative Services Director/City Treasurer Torres made a presentation and noted a typographical error in Note 2/OCIP on page 4 of the City Treasurer’s Report – “\$700,000” should be “\$500,000.”

Kathryn Freshley, resident, suggested including monthly revenue and expenditure information in future reports.

Councilmembers and City Manager Macon briefly responded to Ms. Freshley’s comments. Moved by Councilmember McCary, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to receive and file the City Treasurer’s Report for the month of February 2024, with the amount withdrawn from the OCIP account corrected in Note 2/OCIP on page 4 to read “\$500,000.”

VII. CONSENT CALENDAR

Moved by Mayor Pro Tem Horne, seconded by Councilmember McCary, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 7.1-7.5.

7.1 City Council Minutes

Approved 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

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

7.3 City Engineering and Traffic Operations Services

1. Waived 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. Approved an extension of the agreement with NV5, Inc. for city engineering and traffic operations services and authorized the City Manager to execute the extension, subject to approval as to form by the City Attorney.

7.4 General Plan Annual Report

1. Received and filed 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. Directed 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

Adopted 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

City Manager Macon made a presentation.

Mayor Hatch opened the public hearing.

Kathryn Freshley, resident, expressed her support for the proposed ordinance.

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

Councilmembers discussed the item.

Moved by Mayor Pro Tem Horne, seconded by Councilmember McCary, and carried unanimously on a 5-0 vote, to approve the introduction and first reading of an ordinance read by title with further reading waived – 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

Mayor Hatch introduced the item.

Councilmember Connors and McCary made a presentation.

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

unanimously on a 5-0 vote, to:

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

City Manager Macon made a presentation.

Councilmember Conners left the meeting at 3:23 p.m. and returned at 3:25 p.m.

Councilmembers discussed the item and staff answered questions.

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, 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

City Manager Macon made a presentation.

Kathryn Freshley, resident, expressed concerns regarding the impact of the proposal on traffic signal coordination with surrounding jurisdictions.

Councilmember Moore and City Manager Macon briefly responded to Ms. Freshley's comments.

Councilmembers discussed the item and staff answered related questions.

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

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 at the Southern California Association of Governments' 2024 General Assembly

Mayor Hatch introduced the item.

Moved by Councilmember Connors, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to appoint Councilmember Moore as the delegate at the Southern California Association of Governments' 2024 General Assembly.

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.

At Mayor Hatch's request, Councilmember Connors commented on the Orange County Fire Authority's recent open house event.

- 10.3 Orange County Library Advisory Board

Councilmember Moore stated that there had been no meeting since the last City Council meeting and commented on library matters.

10.4 Orange County Mosquito and Vector Control District

Mayor Pro Tem Horne provided a report and responded to questions from Councilmember Conners and Mayor Hatch. She also commented on library matters and the City's 25th Anniversary.

10.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Conners provided a report and responded to a question from Mayor Hatch.

Mayor Pro Tem Horne and Councilmember McCary briefly commented.

10.6 South Orange County Watershed Management Area

Councilmember Moore stated that there had been no meeting since the last City Council meeting and commented on water-related matters.

Mayor Hatch briefly commented.

10.7 Liaisons to Community Bridge Builders

Mayor Pro Tem Horne provided a report and shared a video regarding Community Bridge Builder's recent "One Song" event.

Councilmember Conners briefly commented.

10.8 Other Comments and Reports

Mayor Hatch thanked Captain Alday, Chief of Police Services, Orange County Sheriff's Department, for his attendance at today's meeting.

Captain Alday briefly responded to Mayor Hatch's comments.

XI. CLOSED SESSION – None

XII. CLOSED SESSION REPORT – None

XIII. ADJOURNMENT

The meeting was adjourned at 4:25 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, April 17, 2024, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: April 17, 2024

NOEL HATCH, Mayor

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

April 17, 2024

ITEM 7.2

This Report Covers the Period 03/01/2024 through 03/31/2024

| Date | Vendor Name | Description | Amount | |
|---------------------|-------------------------------|--|---|-----------|
| Debit | Automatic Bank Debits: | | | |
| 03/02/2024 | GLOBAL PAYMENTS / OPEN EDGE | Credit Card Processing Fees / February 2024 | 1,767.38 | |
| 03/04/2024 | AUTHORIZE.NET | Online Credit Card Processing Fees / February 2024 | 12.00 | |
| 03/04/2024 | DELTA DENTAL OF CALIFORNIA | Employee Benefit Program / March 2024 | 472.44 | |
| 03/08/2024 | NAVIA BENEFIT SOLUTIONS, INC | 125 Cafeteria Plan Administration / February 2024 | 200.00 | |
| 03/08/2024 | ADP PAYROLL SERVICES | Payroll Processing Fees / Pay Periods Ended 01/26/2024 & 02/9/2024 & 2/23/2024 | 708.27 | |
| 03/08/2024 | COUNTY OF ORANGE - SHERIFF | Law Enforcement Services / March 2024 | 278,822.12 | |
| 03/11/2024 | CALPERS - HEALTH | Employee Benefit Program / March 2024 | 8,895.33 | |
| 03/12/2024 | CALPERS - RETIREMENT | Retirement Contributions / Pay Period Ended 02/09/2024 | 2,865.54 | |
| 03/12/2024 | CALPERS - RETIREMENT | Retirement Contributions / Pay Period Ended 02/09/2024 | 2,015.69 | |
| 03/13/2024 | ADP TAX | Payroll Taxes / Pay Period Ended 03/08/2024 | 9,632.95 | |
| 03/13/2024 | ADP WAGE PAY | Payroll Transfer / Pay Period Ended 03/08/2024 | 20,047.27 | |
| 03/14/2024 | NAVIA BENEFIT SOLUTIONS | Employee Benefit Program / March 2024 | 186.89 | |
| 03/14/2024 | U.S. BANK | Bank Service Charges / February 2024 | 62.98 | |
| 03/15/2024 | MISSION SQUARE RETIREMENT | Employee Benefit Program / Pay Period Ended 03/08/2024 | 2,800.00 | |
| 03/21/2024 | NAVIA BENEFIT SOLUTIONS | Employee Benefit Program / March 2024 | 111.21 | |
| 03/26/2024 | CALPERS - RETIREMENT | Retirement Contributions / Pay Period Ended 02/23/2024 | 2,865.54 | |
| 03/26/2024 | CALPERS - RETIREMENT | Retirement Contributions / Pay Period Ended 02/23/2024 | 2,034.12 | |
| 03/27/2024 | ADP TAX | Payroll Taxes / Pay Period Ended 03/22/2024 | 9,745.38 | |
| 03/27/2024 | ADP WAGE PAY | Payroll Transfer / Pay Period Ended 03/22/2024 | 20,464.99 | |
| 03/28/2024 | MISSION SQUARE RETIREMENT | Employee Benefit Program / Pay Period Ended 03/22/2024 | 1,800.00 | |
| 03/21/2024 | NAVIA BENEFIT SOLUTIONS | Employee Benefit Program / March 2024 | 72.34 | |
| Check Number | Warrants: | | | |
| 7383 | 03/08/2024 | ACC BUSINESS | City Hall Internet Service / January 2024 | 608.66 |
| 7384 | 03/08/2024 | AT&T | Telephone / 458-3487 / February 2024 | 57.15 |
| 7385 | 03/08/2024 | BRIGHTVIEW LANDSCAPE SERVICES, INC. | Landscape Maintenance / February 2024 | 17,172.98 |
| 7386 | 03/08/2024 | CAPTIONING UNLIMITED | Closed Captioning / January - February 2024 | 900.00 |
| 7387 | 03/08/2024 | DIGITAL MAGIC SIGNS INC. | Printing Services | 63.54 |
| 7388 | 03/08/2024 | EPIC IO TECHNOLOGIES, INC. | City Hall Internet Service / March 2024 | 201.45 |
| 7389 | 03/08/2024 | FORVIS, LLP | State Controller and Street Reports / Fiscal Year 2022-23 | 1,710.00 |
| 7390 | 03/08/2024 | KORMEX CONSTRUCTION, INC. | El Toro Road Medians Improvement Project | 50,587.50 |
| 7391 | 03/08/2024 | LSA ASSOCIATES, INC. | Planning Services / January 2024 | 287.50 |
| 7392 | 03/08/2024 | PARK CONSULTING GROUP, INC | Software Consulting Services / January - February 2024 | 3,762.50 |
| 7393 | 03/08/2024 | RINGCENTRAL, INC. | Telephone Services / March 2024 | 800.71 |
| 7394 | 03/08/2024 | SMART CITY ELECTRIC GROUP | City Hall Electric Vehicle Charging Infrastructure Project | 1,150.00 |
| 7395 | 03/08/2024 | TRIEPEI, SMITH AND ASSOCIATES, INC. | Broadcasting Services / February 2024 | 1,421.88 |
| 7396 | 03/08/2024 | TYLER TECHNOLOGIES, INC. | Financial Software Annual Maintenance / April 2024 - March 2025 | 12,555.76 |
| 7397 | 03/14/2024 | 4LEAF, INC | Planning Services / January 2024 | 960.00 |
| 7398 | 03/14/2024 | ABOUND FOOD CARE | Edible Food Recovery Services / February 2024 | 392.33 |
| 7399 | 03/14/2024 | AETNA BEHAVIORAL HEALTH, LLC | Employee Benefit Program / April 2024 | 20.88 |
| 7400 | 03/14/2024 | AT&T | Telephone / 583-1105 / February 2024 | 29.35 |
| 7401 | 03/14/2024 | AT&T | White Pages / March 2024 | 4.30 |
| 7402 | 03/14/2024 | AT&T | Telephone / 581-9821 / February 2024 | 63.53 |
| 7403 | 03/14/2024 | BEAR ELECTRICAL SOLUTIONS, INC. | Traffic Signal Maintenance / January 2024 | 5,420.52 |
| 7404 | 03/14/2024 | CALIFORNIA YELLOW CAB | Senior Mobility Transportation Services / February 2024 | 31,601.70 |

CITY OF LAGUNA WOODS
WARRANT REGISTER
April 17, 2024

ITEM 7.2

This Report Covers the Period 03/01/2024 through 03/31/2024

| Date | Vendor Name | Description | Amount | |
|------|-------------|---|---|-----------|
| 7405 | 03/14/2024 | DEPARTMENT OF JUSTICE | Fingerprinting Services | 32.00 |
| 7406 | 03/14/2024 | FUSCOE ENGINEERING, INC. | Engineering Services / February 2024 | 872.50 |
| 7407 | 03/14/2024 | GEOSYNTEC CONSULTANTS, INC | Engineering Services | 7,692.86 |
| 7408 | 03/14/2024 | ITERIS, INC | Traffic Engineering / February 2024 | 3,245.00 |
| 7409 | 03/14/2024 | JACOB GREEN & ASSOCIATES, INC. | Emergency Operations Plan Consulting Services | 3,325.00 |
| 7410 | 03/14/2024 | KONE INC. | City Hall Elevator Maintenance / March 2024 | 232.31 |
| 7411 | 03/14/2024 | LAGUNA DIGITAL, INC. | Printing Services | 273.69 |
| 7412 | 03/14/2024 | LSA ASSOCIATES, INC. | Planning Services / November - December 2023 | 14,197.25 |
| 7413 | 03/14/2024 | MENDOZA MASONRY | City Hall Maintenance | 1,400.00 |
| 7414 | 03/14/2024 | ORANGE COUNTY SHERIFF'S ADVISORY COUNCIL | Medal of Valor Luncheon Tickets | 600.00 |
| 7415 | 03/14/2024 | RECREATION BRANDING SERVICES | Graphic Design Services | 1,707.30 |
| 7416 | 03/14/2024 | RJM DESIGN GROUP | Landscape Architecture Services / February 2024 | 4,076.25 |
| 7417 | 03/14/2024 | SOUTHERN CALIFORNIA EDISON | Electric Services / January - February 2024 | 7,572.77 |
| 7418 | 03/14/2024 | SOUTHERN CALIFORNIA GAS COMPANY | Gas Service - City Hall / February 2024 | 136.63 |
| 7419 | 03/14/2024 | SOUTHERN CALIFORNIA SHREDDING, | Shredding Services / February 2024 | 430.00 |
| 7420 | 03/14/2024 | SWEEPING CORPORATION OF AMERICA | Street Sweeping Services / February 2024 | 3,480.00 |
| 7421 | 03/14/2024 | UNITED STORM WATER, INC | Catch Basin Cleaning / February 2024 | 7,654.00 |
| 7422 | 03/22/2024 | 4LEAF, INC | Planning Services / February 2024 | 2,880.00 |
| 7423 | 03/22/2024 | ADT COMMERCIAL | Fire & Security Monitoring / April - June 2024 | 285.14 |
| 7424 | 03/22/2024 | ARC DOCUMENT SOLUTIONS, LLC. | Document Scanning | 3,491.78 |
| 7425 | 03/22/2024 | BALLIET, MICHAEL | Waste Management Consulting Services / February 2024 | 1,500.00 |
| 7426 | 03/22/2024 | BROWN ARMSTRONG ACCOUNTANCY CORPORATION | Single Audit Services / Fiscal Year 2022-23 | 2,000.00 |
| 7427 | 03/22/2024 | CHASE DESIGN, INC. | Website Design / February - March 2024 | 1,200.00 |
| 7428 | 03/22/2024 | COUNTY OF ORANGE | Automated Fingerprint ID System / March 2024 | 636.00 |
| 7429 | 03/22/2024 | DC PLUMBING, HEATING AND AIR CONDITIONING | City Hall Public Library Maintenance | 1,750.00 |
| 7430 | 03/22/2024 | HINDERLITER DE LLAMAS & ASSOCIATES | Sales Tax Consulting / January - March 2024 | 900.00 |
| 7431 | 03/22/2024 | JOHN L. HUNTER & ASSOCIATES, INC | Water Quality Services / January 2024 | 270.00 |
| 7432 | 03/22/2024 | KORMEX CONSTRUCTION, INC. | El Toro Road Medians Improvement Project | 74,437.69 |
| 7433 | 03/22/2024 | MARC DONOHUE | Administrative Services / March 2024 | 250.00 |
| 7434 | 03/22/2024 | OMNI ENTERPRISE INC | Janitorial Services / February 2024 | 4,850.00 |
| 7435 | 03/22/2024 | ORANGE COUNTY REGISTER-NOTICES | Public Notices / February 2024 | 854.68 |
| 7436 | 03/22/2024 | ORANGE COUNTY SHERIFF'S ADVISORY COUNCIL | Medal of Valor Luncheon Ticket | 200.00 |
| 7437 | 03/22/2024 | RICOH USA, INC. | Copier Lease / April 2024 | 246.57 |
| 7438 | 03/22/2024 | RJM DESIGN GROUP | Landscape Architectural Services | 1,867.50 |
| 7439 | 03/22/2024 | RUTAN & TUCKER, LLP | Legal Services / January 2024 | 19,381.97 |
| 7440 | 03/22/2024 | SHARESQUARED, INC. | Document Tracking Project | 2,220.00 |
| 7441 | 03/22/2024 | VERIZON WIRELESS | Building iPads Data Plans / February 2024 | 120.03 |
| 7442 | 03/22/2024 | WM CURBSIDE, LLC | HHW & Sharps Program / February 2024 | 4,752.33 |
| 7443 | 03/28/2024 | ALISO CREEK MINUTEMAN PRESS | Printing Services | 118.52 |
| 7444 | 03/28/2024 | BEAR ELECTRICAL SOLUTIONS, INC. | Traffic Signal Maintenance / February 2024 | 2,175.00 |
| 7445 | 03/28/2024 | CAPTIONING UNLIMITED | Closed Captioning / March 2024 | 300.00 |
| 7446 | 03/28/2024 | CITY OF LAGUNA BEACH | Animal Control & Shelter Services / February 2024 | 9,584.00 |
| 7447 | 03/28/2024 | CIVICPLUS, LLC | Municode Online Renewal / April 2024 - March 2025 | 500.00 |
| 7448 | 03/28/2024 | ECONOMIC & PLANNING SYSTEMS, INC. | Planning Services / January 2024 | 4,620.00 |
| 7449 | 03/28/2024 | GOLDEN RAIN FOUNDATION | PEG Fees Overpayment Reimbursement | 6,295.59 |
| 7450 | 03/28/2024 | INTERPRETING SERVICES INTERNATIONAL, LLC | Translation Services | 585.95 |
| 7451 | 03/28/2024 | INTERWEST CONSULTING GROUP | Building Official, Permit Counter & Inspection Services / February 2024 | 82,152.00 |

**CITY OF LAGUNA WOODS
WARRANT REGISTER
April 17, 2024**

This Report Covers the Period 03/01/2024 through 03/31/2024

| Date | Vendor Name | Description | Amount | |
|------|-------------|---------------------------------------|---|----------------------|
| 7452 | 03/28/2024 | LAGUNA WOODS HISTORY CENTER | Laguna Woods History Books | 150.00 |
| 7453 | 03/28/2024 | MARQUE URGENT CARE | Employee Health Services / February 2024 | 130.00 |
| 7454 | 03/28/2024 | MONARCH ENVIRONMENTAL COMPANIES, INC. | Arborist Services / March 2024 | 1,050.00 |
| 7455 | 03/28/2024 | NV5, INC. | Engineering Services / February 2024 | 2,642.50 |
| 7456 | 03/28/2024 | PETTY CASH | Replenish Petty Cash / March 2024 | - |
| 7457 | 03/28/2024 | PRACTICAL DATA SOLUTIONS | IT Support Services / December 2023 - February 2024 | 13,969.22 |
| 7458 | 03/28/2024 | PSOMAS | Planning Services / February 2024 | 2,338.00 |
| 7459 | 03/28/2024 | SOUTHERN CALIFORNIA EDISON | Street Lighting - Residential / February 2024 | 3,020.96 |
| 7460 | 03/28/2024 | SUN TAMERS WINDOW TINTING | City Hall Refurbishment & Safety Project: Phase 4 | 500.00 |
| 7461 | 03/28/2024 | TONY'S LOCKSMITH & SAFE SERV. | City Hall Maintenance | 565.49 |
| 7462 | 03/28/2024 | VISION SERVICE PLAN OF AMERICA | Employee Benefit Program / April 2024 | 68.43 |
| 7463 | 03/28/2024 | WILLDAN ENGINEERING | Code Enforcement Services / February 2024 | 7,000.00 |
| | | | Total Bank Debits and Warrants: | \$ 814,141.59 |

Petty Cash Expenditures Paid Out (See Note 2)

| | | |
|--------------------------|-----------------------|----------------|
| Chris Macon | Parking Reimbursement | \$5.00 |
| Walmart | Office Supplies | \$14.96 |
| Home Depot | City Hall Maintenance | \$18.27 |
| Total Petty Cash: | | \$38.23 |

TOTAL \$ 814,179.82

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 March 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.

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

Administrative Services Director/City Treasurer's Certification

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

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

Digitally signed by
Elizabeth Torres
Date: 2024.04.11
18:12:42 -07'00'

Elizabeth Torres, Administrative Services Director/City Treasurer

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7.3
FISCAL YEARS 2023-25 BUDGET
ADJUSTMENTS

**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, 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 SENIOR MOBILITY FUND APPROPRIATIONS TO ACCOMMODATE INCREASED DEMAND FOR SENIOR MOBILITY PROGRAM SERVICES

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

WHEREAS, beginning in Fiscal Year 2023-24, the Senior Mobility Program transitioned to a new, modernized service delivery model intended to better meet local needs; and

WHEREAS, the Budget included Senior Mobility Fund appropriations for the Senior Mobility Program that were based, in part, on estimates of the increased ridership and associated transportation costs that would result from the Senior Mobility Program’s new, modernized service delivery model; and

WHEREAS, subsequent to the adoption of the Budget, demand for Senior Mobility Program services increased beyond initial estimates, resulting in the need for increased Fiscal Year 2023-24 appropriations; and

WHEREAS, the City Council wishes to increase Fiscal Year 2023-24 appropriations for the Senior Mobility Fund in the amount of \$170,600, with the appropriations drawn from the unassigned Senior Mobility Fund balance, to accommodate increased demand for Senior Mobility Program services; and

WHEREAS, the unassigned Senior Mobility 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, 24-07, and 24-10, 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 |

[CONTINUED ON NEXT PAGE]

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 | - | \$170,600 ^E | \$377,600 |
| 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 | \$701,230 | \$12,439,970 |

^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 24-10)

^E Fund Budget Adjustment CC-23/24-05: Senior Mobility Program, +\$170,600 (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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7.4 TREE PRUNING AND REMOVAL SERVICES

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

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

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

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on May 1, 2024 and ending at 11:59 p.m. on March 31, 2025. 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 7.4

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work in its discretion within sixty (60) days after submitted to CITY. Any rejection of work by CITY shall be by written explanation. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 13 and 14 of this AGREEMENT, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

ITEM 7.4

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

(c) 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.

ITEM 7.4

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

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

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

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

(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 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 negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation 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. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager of CITY or his or her designee. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 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.

ITEM 7.4

(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 this AGREEMENT.

SECTION 18. DEFAULT.

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

SECTION 19. EXCUSABLE DELAYS.

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

SECTION 20. COOPERATION BY CITY.

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

SECTION 21. NOTICES.

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

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

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

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

SECTION 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.

ITEM 7.4

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

SECTION 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.

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

Patrick Mahoney, President

Approved as to Form:

Alisha Patterson, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

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

Prevailing Wage

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

California Department of Industrial Relations

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

Firm Licensure

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

Standards for Personnel

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

ITEM 7.4

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

Standards of Practice

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

ITEM 7.4

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

ITEM 7.4

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

General Tree Pruning Standards

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

- d. Health Management
- e. Restoration

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

ITEM 7.4

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

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

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

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

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

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

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

ITEM 7.4

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

Tree Removal Standards

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

ITEM 7.4

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

Clean-up and Waste Disposal

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

ITEM 7.4

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

Injury or Death Incident Reporting

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

Property Damage Reporting and Repair

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

EXHIBIT "B"
COMPENSATION

*Table I-1: Compensation Schedule – Tree Pruning Services in accordance with appendices B and E of the Request for Proposals (RFP) that was released by CITY for Tree Pruning and Removal Services on February 22, 2024**

| A | B | C | D | E | F |
|---------------------------|-------------------------|-----------------|--|--------------------|---|
| Botanical Name | Common Name | Number of Trees | Scope (refer to Number 25 in Exhibit "A" of this AGREEMENT) | Rate per Tree | Total Rate by Botanical Name (Column C x E) |
| Afrocarpus gracilior | East African Yellowwood | 1 | Crown Cleaning & Crown Thinning | \$64 | \$64 |
| Arbutus cv. Marina | Marina Strawberry Tree | 4 | Crown Cleaning & Crown Thinning | \$64 | \$256 |
| Cassia leptophylla | Gold Medallion Tree | 2 | Crown Cleaning & Crown Thinning | \$64 | \$128 |
| Cercis canadensis | Eastern Redbud | 29 | Structural Pruning of Small/Young Trees | \$64 | \$1,856 |
| Cercis occidentalis | Western Redbud | 17 | Structural Pruning of Small/Young Trees | \$64 | \$1,088 |
| Chilopsis linearis | Desert Willow | 3 | Crown Cleaning & Crown Thinning | \$64 | \$192 |
| Corymbia citriodora | Lemon-Scented Gum | 7 | Crown Cleaning & Crown Thinning | \$64 | \$448 |
| Eucalyptus spp. | Eucalyptus Species | 36 | Crown Cleaning & Crown Thinning | \$64 | \$2,304 |
| Cupaniopsis anacardioides | Carrotwood | 6 | Crown Cleaning & Crown Thinning | \$64 | \$384 |
| Ficus spp. | Ficus Species | 9 | Crown Cleaning & Crown Thinning | \$64 | \$576 |
| Fraxinus uhdei | Shamel Ash | 8 | Crown Cleaning & Crown Thinning | \$64 | \$512 |
| Geijera parviflora | Australian Willow | 113 | Crown Cleaning & Crown Thinning | \$64 | \$7,232 |
| Jacaranda mimosifolia | Jacaranda | 1 | Crown Cleaning & Crown Thinning | \$64 | \$64 |
| Koelreuteria bipinnata | Chinese Flame Tree | 1 | Crown Cleaning & Crown Thinning | \$64 | \$64 |
| Lagerstroemia indica | Crapemyrtle | 55 | Crown Cleaning & Crown Thinning | \$64 | \$3,520 |
| Liriodendron tulipifera | Tulip Poplar | 30 | Structural Pruning of Small/Young Trees | \$64 | \$1,920 |
| Magnolia grandiflora | Southern Magnolia | 137 | Crown Cleaning & Crown Thinning | \$64 | \$8,768 |
| Olea europaea | Olive Tree | 53 | Crown Cleaning & Crown Thinning | \$64 | \$3,392 |
| Pinus canariensis | Canary Island Pine | 31 | Crown Cleaning & Crown Thinning | \$64 | \$1,984 |
| Pinus halepensis | Aleppo Pine | 3 | Crown Cleaning & Crown Thinning | \$64 | \$192 |
| Platanus racemosa | California Sycamore | 104 | Crown Cleaning & Crown Thinning | \$64 | \$6,656 |
| Psidium guajava | Common Guava | 1 | Crown Cleaning & Crown Thinning | \$64 | \$64 |
| Schinus molle | California Pepper Tree | 1 | Crown Cleaning & Crown Thinning | \$64 | \$64 |
| Schinus terebinthifolius | Brazilian Pepper Tree | 57 | Crown Cleaning & Crown Thinning | \$64 | \$3,648 |
| Searsia lancea | African Sumac | 91 | Crown Cleaning & Crown Thinning | \$64 | \$5,824 |
| Syagrus romanzoffiana | Queen Palm | 5 | Palm Pruning | \$64 | \$320 |
| Ulmus parvifolia | Chinese Elm | 4 | Crown Cleaning & Crown Thinning | \$64 | \$256 |
| Washingtonia robusta | Mexican Fan Palm | 3 | Crown Cleaning & Crown Thinning | \$64 | \$192 |
| Xylosma congestum | Shiny Xylosma | 14 | Crown Cleaning & Crown Thinning | \$64 | \$896 |
| TOTAL | | 826 | | GRAND TOTAL | \$52,864 |

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

ITEM 7.4

CITY for Tree Pruning and Removal Services on February 22, 2024, such modifications shall be made at the “Rate per Tree” contained in Column E.

As-Needed Services

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

| Description | Rate |
|--|---|
| Service Request Tree Pruning | \$100 per person/per hour + \$64 per tree |
| Tree & Stump Removal | \$55 per inch |
| Tree Only Removal | \$45 per inch |
| Stump Only Removal | \$22 per inch |
| Crew Rental* | \$100 per person/per hour |
| Emergency Crew Rental* | \$130 per person/per hour |
| Emergency Crew Rental* (Double Overtime/Sunday/Holiday**) | \$175 per person/per hour |

* Crew Rental and Emergency Crew Rental rates apply only for extraordinary as-needed services (e.g., difficult access, pruning beyond International Society of Arboriculture standards, etc.).

** Double Overtime applies to any employee who works over 12 hours in a day and in excess of 8 hours worked on the seventh consecutive day. Holidays are New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, and Christmas Day.

Other Notes

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

EXHIBIT "C"
INSURANCE

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

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

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

(2) Insurance Services Office form number CA 0001 (Ed. 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) Employment practices liability insurance.

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

(1) General Liability: \$5,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate for bodily injury, personal injury, and property damage.

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

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

ITEM 7.4

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

ITEM 7.4

required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

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

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

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9.1
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: April 17, 2024 Regular Meeting

SUBJECT: Businesses Title of Laguna Woods Municipal Code

Recommendation

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 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.

At the regular meeting on March 20, 2024, the City Council conducted a public hearing and voted 5-0 to approve the introduction and first reading of the ordinance included with this agenda report as Attachment A.

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 adopt 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. |
| 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. |

| Laguna Woods Municipal Code Reference | Rationale |
|--|--|
| 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 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. |

| <p>Laguna Woods Municipal Code Reference</p> | <p>Rationale</p> |
|---|--|
| <p>Section 6.04.010</p> | <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> <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> |

| Laguna Woods Municipal Code Reference | Rationale |
|--|--|
| | <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 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.</p> |
| Chapter 6.14 | <p>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</p> |

| Laguna Woods Municipal Code Reference | Rationale |
|---------------------------------------|---|
| | 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. |

Staff anticipates agenda 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.~~

9.2
SOLID WASTE HANDLING SERVICES

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City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
FOR: April 17, 2024 Regular Meeting
SUBJECT: Solid Waste Handling Services

Recommendation

Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT OF THE AGREEMENT WITH CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES, AND DETERMINING AND CERTIFYING THAT THE THIRD AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Background

At the adjourned regular meeting on October 14, 2021, the City Council approved an agreement with CR&R Incorporated (“CR&R”) for solid waste handling services. The term of the agreement is January 1, 2022 through June 30, 2032 with an option to extend through June 30, 2037.

At the regular meeting on December 15, 2021, the City Council approved the first amendment of the agreement with CR&R. The first amendment (1) added maximum temporary residential bin rates and maximum bin relocation rates, (2) modified maximum locking bin rates, (3) removed maximum bin cleaning rates, and (4) modified required bin specifications to allow for greater flexibility in material, composition, and height, while still maintaining “lower profile” options

available to all customers.

At the adjourned regular meeting on February 9, 2022, the City Council approved the second amendment of the agreement with CR&R. The second amendment added (1) maximum seven-day collection rates for three- and four-yard refuse bins and (2) maximum collection rates for four-yard recycling bins.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on a proposed third amendment of the agreement with CR&R Incorporated for solid waste handling services (Attachment A). Staff recommends that the City Council approve the proposed resolution in order to (1) facilitate the replacement of all residential non-low-profile bins with low-profile bins, (2) establish a new standard for bin lids to have a minimum one-inch overhang; (3) lower the maximum annual Consumer Price Index adjustment of CR&R's maximum customer rates by 1%, (4) allow collection from certain commercial properties to begin one hour earlier, and (5) modify various provisions of the agreement for consistency with state law and/or based on staff's experience managing the agreement since 2022.

A table identifying the rationale for each proposed modification follows.

Table 1: Rational for Proposed Modifications

| Solid Waste Handling Services Agreement Section | Rationale |
|--|--|
| Table of Contents | Typographical corrections and updates of the table of contents to reflect other modifications |
| Section 8.14 | Allows for the collection of solid waste from commercial premises starting at 6 a.m., instead of 7 a.m., but only for containers that are located more than 200 feet from dwelling units |
| Section 8.1.7(E) | Typographical corrections, increases documentation and reporting requirements |
| Section 8.1.7(G) | Increases the number of annual organic cart exchanges provided at no cost and establishes a new timeframe in which certain exchanges must occur |
| Section 8.1.7(H) | Extends existing repair, maintenance, and replacement |

| Solid Waste Handling Services Agreement Section | Rationale |
|--|--|
| | requirements for carts to bins and roll-off boxes |
| Section 8.1.9 | Typographical corrections, allows for non-collection information to be provided to commercial customers via tags with QR codes or URL links, or email; requires that responsible customers be notified of non-collections by telephone or email within twenty-four (24) hours; and, increases reporting requirements |
| Section 8.2.7 | Adds requirements for residential green waste service that generally mirror existing requirements for trash, recycling, and organic waste collection; allows the City to enter into agreements with entities in addition to CR&R for residential green waste collection |
| Section 8.3.2 | Clarifies laws applicable to CR&R's commercial recycling program |
| Section 8.3.4 | Typographical correction |
| Section 8.6.3.1 | Removes language regarding a 50% diversion goal for consistency with modifications to Section 8.6.4 |
| Section 8.6.4 | Changes the recycling diversion requirement to better align with the State of California's current method of assessing compliance with California Assembly Bill 939 (Sher, Chapter 1095, Statutes of 1989, as amended) |
| Section 8.6.7 | Typographical corrections, changes requirements and delivery methods for contamination notices |
| Section 8.9 | Provides for the replacement of all non-low-profile bins at residential premises with low-profile bins by December 31, 2025 in exchange for (1) the City's waiver of \$80,793.20 in liquidated damages charged to CR&R for failing to meet the recycling diversion requirement for the 2023 calendar year and (2) consideration of an extension of the agreement through June 30, 2037. <u>CR&R's failure to meet the recycling diversion requirement did not impact the City's compliance with state law.</u> |
| Section 10.8.1 | Typographical correction |
| Section 10.8.2.2 | Typographical corrections, adds a document retention |

| Solid Waste Handling Services Agreement Section | Rationale |
|--|---|
| | requirement for CR&R's attempts to respond to customer telephone calls |
| Section 10.8.3 | Revises section to explicitly pertain to CR&R's obligations to respond to both service complaints and inquiries (as opposed to only complaints) |
| Section 10.8.6 | Typographical corrections, clarifies the responsibilities of CR&R's Recycling Coordinator |
| Section 10.9.4 | Removes unnecessary language |
| Section 11.3 | Typographical correction, adds language making explicit existing mutual understandings of the City and CR&R related to the City's allowable use of the waste and recycling services reimbursement, and clarifies existing language |
| Section 18.7.3.1(B) | Clarifies existing language |
| Section 18.7.3.1(C) | Clarifies existing language, adjusts timeframes and increases liquidated damages for certain missed collections |
| Section 18.7.3.2 | Clarifies existing language, lowers the threshold for liquidated damages for certain improper return or placement of empty containers by CR&R, and reduces the number of occurrences required to assess liquidated damages for private property damage |
| Section 18.7.3.3 | Clarifies existing language; adds liquidated damages for failure to return telephone calls, exchange certain carts within specified timeframes, and replace certain non-low-profile bins within specified timeframes; and, reduces the number of occurrences required to assess liquidated damages for failing to issue notices with non-collection information |
| Section 18.7.3.6 | Clarifies existing language, increases liquidated damages for failing to meet the recycling diversion requirement set forth in Section 8.6.4, and adds liquidated damages in the event CR&R fails to regularly assign a recycling coordinator |
| Section 23.1 | Clarifies existing language, increases information |

| Solid Waste Handling Services Agreement Section | Rationale |
|--|---|
| | required in monthly reports |
| Section 23.2 | Revises timeframe for quarterly report submittal and information required in quarterly reports |
| Section 23.3 | Removes some information required in annual reports |
| Section 24.4.1 | Lowers the maximum annual Consumer Price Index adjustment of maximum customer rates from 5% to 4%, beginning with rates effective January 1, 2025; clarifies existing language |
| Section 24.5 | Adds language making explicit that increases in landfill disposal fees that exceed the percent cap for annual Consumer Price Index adjustments set forth in Section 24.4.1 would constitute grounds for CR&R to request discretionary adjustments of its maximum customer rates; provides that extraordinary requests for discretionary adjustments of maximum customer rates due to increases in County of Orange landfill tipping fees shall not be unreasonably withheld |
| Section 30.2(F) | Adds language making explicit existing mutual understandings of the City and CR&R related to CR&R's status as an independent contractor |
| Section 30.2(G) | |
| Section 30.16 | |
| Exhibit B | Typographical corrections; clarifies existing language; and, changes specifications for bin lids delivered or exchanged on or after May 1, 2024 to require, by default, a minimum one-inch overhang |
| Exhibit A | Adds maximum rates for supplementary services such as extra collections and extra cart exchanges, reorganizes maximum rate schedule for enhanced clarity, <u>does not increase maximum rates for existing services</u> |

Environmental Review

The City Council is asked to find that it can be seen with certainty that the proposed third amendment does not have a possibility of having a significant effect on the environment. Therefore, the adoption of the proposed third amendment is

not a project subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

Fiscal Impact

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

The proposed third amendment would waive \$80,793.20 in liquidated damages that CR&R would otherwise owe the City in exchange for CR&R’s replacement of all residential non-low-profile bins with low-profile bins by December 31, 2025 and consideration of an extension of the agreement through June 30, 2037. The liquidated damages are not contemplated in the Fiscal Years 2023-25 Budget and, therefore, if waived, would have no impact on budget assumptions.

Documents Available for Review

Related documents – including the agreement with CR&R and the first and second amendments thereof – are available for public review at or from City Hall during normal working hours and on the City’s website (www.cityoflagunawoods.org).

Report Prepared With: Nadia Cook, Conservation Administrator

Attachment: A – Proposed Resolution
Exhibit A – Proposed Third Amendment

EXHIBIT A TO RESOLUTION NO. 24-XX

Section 8.1.9 of the Table of Contents is amended to read as follows and with the correct page number inserted in place of “XX” (additions shown in underlining and deletions shown with ~~strikethrough~~):

8.1.9 Record of ~~Non-collection~~Non-Collection.....XX

Section 8.9 (Low Profile Bins) is added to the Table of Contents and with the correct page number inserted in place of “XX”:

8.9 Low Profile Bins.....XX

Section 10.8.3 of the Table of Contents is amended to read as follows and with the correct page number inserted in place of “XX” (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.8.3 ~~Complaint Documentation~~Service Complaints and Inquiries.....XX

Section 10.9 of the Table of Contents is amended to read as follows and with the correct page numbers inserted in place of “XX” (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.9 Education and Public Awareness.....XX
 10.9.1 General.....XX
 10.9.2 Written Program Materials.....XX
 10.9.3 Public Outreach.....XX
 10.9.4 ~~Corrective Action Notice~~RESERVED.....XX
 10.9.5 AB 341, AB 1826, and SB 1383 Implementation Plan.....XX

Section 8.1.4 (“Collection Times”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

8.1.4 Collection Times

Contractor shall ~~not commence~~only engage in Collection of Solid Waste for Customers at Residential Premises between the hours of ~~until~~ 7:00 a.m., ~~nor shall such activities occur after and~~ 5:00 p.m. ~~at Residential Premises~~ and shall only engage in Collection of Solid Waste from Commercial Premises between the hours of 6:00 a.m. and ~~after~~ 7:00 p.m., except that Containers that are located on Commercial Premises within two hundred (200) feet of a dwelling unit shall only be collected between the hours of 7:00 a.m. and 7:00 p.m. for Commercial Premises. No Solid Waste Collection shall occur on Sundays

at Residential Premises, except as may be requested by Responsible Customers in exceptional circumstances for which specific approval is given by the City Manager. Solid Waste Collection shall not occur on the following holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Section 8.1.7(E) (“Replacement of Containers”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

(E) Contractor shall ensure it maintains an accurate list that contains the total number of Containers it services, including the account/~~customer~~-Customer number, service address, GPS coordinates, type and size of Container, service days, and the serial number or other identifying information associated with each Container. Contractor shall keep this list up to date at all times, provide it to City within ten (10) days of any update, and shall include a current updated list with each ~~annual~~-monthly report as set forth in Section ~~23.3~~23.1. In addition, Contractor shall provide this list to City within forty-five (45) days of the Service Commencement Date.

Section 8.1.7(G) (“Replacement of Containers”) is amended to read as follows (additions shown in underlining):

(G) Upon request and no more than one time per calendar year for Refuse and Recycling Carts, and no more than two times per calendar year for Organics Carts, Contractor shall exchange a Customer's Cart for a “like new” Cart at no additional charge on Customer's next regular Collection day unless City requests an earlier exchange, in which case Contractor shall make the exchange within forty-eight (48) hours of notification from City. In instances where a Responsible Customer requests an exchange of more than fifty percent (50%) of any single type of Cart assigned to their account, such exchange shall be made within thirty (30) calendar days from the date of the request. In addition, Contractor shall repair and maintain, remove graffiti from, and replace lost, stolen or damaged Carts at no charge to Customers on Customer's next Collection day, unless City requests earlier repair, maintenance, removal of graffiti, or replacement, in which case, Contractor shall cause such work to be completed within forty-eight (48) hours of notification from City (Sundays and holidays as described in Section 8.1.4 excepted). However, Contractor shall be entitled to charge Customers for the replacement of any Cart that has been damaged by a Customer's willful neglect or abuse, ordinary wear and tear excepted, with such charges being subject to the City Manager's approval and at a fee no higher than Contractor's actual cost of repair and replacement.

Section 8.1.7(H) (“Replacement of Containers”) is amended to read as follows (additions shown in underlining):

(H) All Bins and Roll-off Boxes shall be kept freshly painted in a uniform fashion. All Bins and Roll-off Boxes shall be identified with Contractor's name and phone

number in letters not less than three inches high on its exterior so as to be visible and legible when the Container is placed for use. In addition, Contractor shall repair and maintain, remove graffiti from, and replace lost, stolen or damaged Bins and Roll-Off Boxes at no charge to Customers on Customer's next Collection day, unless City requests earlier repair, maintenance, removal of graffiti, or replacement, in which case, Contractor shall cause such work to be completed within forty-eight (48) hours of notification from City (Sundays and holidays as described in Section 8.1.4 excepted). However, Contractor shall be entitled to charge Customers for the replacement of any Bin or Roll-Off Box that has been damaged by a Customer's willful neglect or abuse, ordinary wear and tear excepted, with such charges being subject to the City Manager's approval and at a fee no higher than Contractor's actual cost of repair and replacement.

Section 8.1.9 ("Record of Non-Collection") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

8.1.9 Record of Non-~~collection~~Collection

As more fully set forth herein, Contractor shall Collect all Solid Waste placed for Collection by Customers in Containers, excepting materials that do not meet the definition of Solid Waste (such as hazardous substances) or which are commingled with such materials. Whenever Contractor determines not to Collect any ~~Solid Waste material~~ deposited for Collection, Contractor shall leave a tag affixed to the Container at least 2" by 6" in size, indicating the reason for Contractor's refusal to do so. This information may be either handwritten or left by means of a check system (i.e., checking off boxes on a preprinted form). QR codes or URL links leading to information about the reason for Contractor's refusal to Collect may be used on tags affixed to Containers on Commercial Premises in lieu of either handwritten information or information left by means of a check system. The tag shall provide Contractor's business name and its local telephone number and shall be securely fastened to the Container ~~or the article refused~~. Contractor shall also notify the Responsible Customer of its refusal to Collect by telephone or email within twenty-four (24) hours of such non-Collection. Contractor may provide comparable notifications to Responsible Customer via email, in lieu of leaving tags affixed to the Container, when so agreed by the Responsible Customer. For any Solid Waste Container that is inaccessible to Contractor for Collection, Contractor shall notify the Responsible Customer of its inability to access the Container by telephone or email within twenty-four (24) hours of attempted Collection. Contractor shall maintain a record of all such ~~taggings~~ refusals or inability to Collect at its place of business. Such record shall contain the date of such ~~notice~~ refusals or inability to Collect, street address, reason for ~~non-collection-non-Collection~~, and a summary of any communications between Contractor and Customer involved, including names, dates, and times thereof. Such record shall be retained and reported to City on a monthly basis in accordance with Section 23.1. ~~Contractor shall follow-up with all Customers receiving a tag for non-collection by telephone within twenty-four (24) hours.~~

Section 8.2.7 (“Residential Green Waste Program”) is amended to read as follows (additions shown in underlining):

8.2.7 Residential Green Waste Program

As of the Effective Date of this Agreement, source separated Green Waste generated from Residential Premises is collected by third-parties and Contractor shall not be required to provide source separated Green Waste Collection from Residential Premises. ~~However, should source separated Green Waste generated from Residential Premises cease to be Collected by third parties, Contractor shall, if requested by City, commence source separated Collection of that Green Waste and Contractor and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit A in order to compensate Contractor for the source separated Collection and proper handling of Green Waste.~~ City reserves the right to contract with a Person other than or in addition to Contractor for the Collection of source separated Green Waste, and in such case, source separated Green Waste collected by other Persons would be deemed excluded from scope of Franchise pursuant to Section 3.2.

Notwithstanding the above, Contractor is required to Collect Green Waste that a Customer discards as Solid Waste and places in a Refuse Cart, Organics Container, or other Container for Collection.

Should Green Waste Collection commence for any Residential Premises or Responsible Customer, the number, type and size of Containers provided by Contractor for Collection of Green Waste, and the frequency of Collection, shall be mutually agreed upon by Customer or Responsible Customer, where applicable, and Contractor, except that Collection shall occur not less than one time per week and the City Manager shall have the right to impose minimum requirements for Container numbers, types and sizes and more frequent Collection should he/she/they determine such action is needed to protect public health and safety or comply with Applicable Laws. Contractor may charge rates for such services which do not exceed the maximum rates set forth in Exhibit A.

In the event of any dispute as to the adequacy of the number, type, size, or Collection frequency of Containers at any given Residential Premises, the City Manager shall have the ability to approve the number, type, size, and Collection frequency of Containers used at such Residential Premises.

Wherever feasible, Customers shall be directed by Contractor to place Carts for Collection on the sidewalk or in the street gutter, against the curb, in front of their Premises, or adjacent to their Premises in the alley or easement in the rear of their Premises. Bins and Roll-off Boxes shall be Collected by Contractor from the location upon each Customer’s property designated for their storage and replaced to that location with gates and/or doors secured, as applicable, after Collection is completed, unless different arrangements are agreed upon by Customer and Contractor. If a Customer and Contractor cannot agree upon a Collection location, or if the City Manager determines the selected location may cause

public safety or other concerns, the City Manager may make the final determination of the Collection location.

In the event extra pickups are required at a Residential Premises, Contractor may charge Customer or Responsible Customer, where applicable, for such pickups rates which do not exceed the maximum rates set forth in Exhibit A.

The first paragraph of Section 8.3.2 (“Commercial Recycling Services”) is amended to read as follows (additions shown in underlining):

Contractor shall offer and provide a commercial Recycling program (the “Commercial Recycling Program”) that enables City and Customers to meet or exceed the requirements of ~~all laws and regulations related to solid waste and recycling~~ Applicable Laws, including without limitation AB 341 and SB 1383, and implements the related provisions of Contractor’s Implementation Plan set forth in Exhibit C, and achieves the Diversion requirements set forth in this Agreement.

Section 8.3.4 (“Commercial Collection Programs - Education and Outreach”) is amended to read as follows (additions shown in underlining).

8.3.4 Commercial Collection Programs - Education and Outreach

Contractor shall produce, keep current, and provide public information in compliance with all laws and regulations related to Solid Waste and Recycling, including without limitation AB 939, AB 341, AB 1826, and SB 1383 and that specifically outlines its Commercial Premises Collection Programs. Contractor’s public information and outreach efforts shall occur on a schedule substantially similar to that set forth in Contractor’s Proposal, modified in a manner acceptable to the City Manager to account for the date this Agreement is approved. All public information, education and outreach related materials and content shall be approved in advance by the City Manager, shall be consistent with Contractor’s Proposal, and shall include at least the following:

- an initial mailing letter to all Customers introducing Contractor and explaining the transition that will occur to Contractor as well as Contractor’s programs.
- a detailed brochure that describes Contractor’s recycling programs, with such brochures being made available to all Customers throughout the Term including by mailing them to new Commercial Customers who subscribe for Collection services during the Term, and by placing them at community locations designated by the City Manager from time to time.
- a dedicated, separate page on Contractor’s website for City which outlines Contractor’s services.

- social media platforms designed to provide education to Customers on the importance of recycling and proper means by which to utilize Contractor’s programs.

Section 8.6.3.1 (“Warranties and Representations”) is amended to read as follows (deletions shown with ~~strikethrough~~):

8.6.3.1 Warranties and Representations

Contractor warrants and represents that it is aware of and familiar with City’s Source Reduction and Recycling Element (the “SRRE”), that it is familiar with City’s waste stream, and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the Diversion goals (including, without limitation, amounts of Solid Waste to be diverted, time frames for Diversion, and any other requirements) set forth in any relevant law or regulation, including without limitation AB 939, AB 341, AB 1826 and SB 1383, and all amendments thereto, and that it shall do so without imposing any costs or fees other than those set forth in Exhibit A (including if it implements new programs to achieve such goals which are not called out herein). Stated otherwise, Contractor acknowledges that it is responsible for ensuring that its various programs achieve the Diversion requirements hereunder, and that it may be required to modify its programs from time to time, at no additional cost to City or Customers, to meet such Diversion requirements. ~~Contractor specifically acknowledges that City’s current mandated Diversion goal as set forth pursuant to the Applicable Laws is fifty percent (50%), and that this is subject to possible modification pursuant to the provisions of AB 341.~~

Section 8.6.4 (“Guaranteed Minimum Contractor Recycling Rate”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~).

8.6.4 Guaranteed Minimum Contractor Recycling Rate

~~Contractor shall divert a minimum of fifty percent (50%) of all Solid Waste it Collects under this Agreement for each calendar year beginning January 1, 2022 (“Recycling Diversion Requirement”). Diversion of materials not Collected by Contractor shall not be counted towards meeting the Recycling Diversion Requirement. Contractor shall not be entitled to a reduction in the Recycling Diversion Requirement, or a rate adjustment, if or when:~~

- ~~•Transformation or other facilities are no longer available for any reason; or~~
- ~~•CalRecycle diversion credit under AB 939 or other Applicable Laws is no longer provided for Solid Waste sent to a Transformation Facility.~~

~~To comply with this Section, Contractor is required to submit tonnage reports supporting the Recycling Diversion Requirement to City within 45 days of the end of each calendar year, and to provide supporting documentation as may be requested by City or its designee as part of, or independent of, an audit. Failure to meet, and fully support, the Recycling Diversion Requirement may result in City assessing liquidated damages in accordance with Section 18.7.3.6 and/or termination of this Agreement pursuant to Section 18.6(H).~~

Contractor agrees to implement measures which will result in it diverting from landfill disposal a sufficient amount of Solid Waste such that City's actual per capita disposal is less than its targeted per capita disposal as shown annually in its Electronic Annual Report (EAR) to CalRecycle (the "Recycling Diversion Requirement"). In the event that the per capita disposal target imposed by the Applicable Laws upon the City decreases (i.e., City's diversion obligations increase), City and Contractor will meet and confer in good faith to find applicable solutions and programs to ensure City complies with such changes to the Applicable Laws; and, further, to arrive at an adjustment to the maximum rates set forth in Exhibit A to cover any costs associated therewith.

To comply with this Section, Contractor shall, within 45 days of the end of each calendar year, submit tonnage reports and any other supporting documentation as may reasonably be requested by City or its designee as part of, or independent of, an audit. Failure to meet, and fully support, the Recycling Diversion Requirement may result in City assessing liquidated damages in accordance with Section 18.7.3.6 and/or termination of this Agreement pursuant to Section 18.6(H).

Section 8.6.7 ("Excessively Contaminated Containers") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

Without limiting Contractor's overall diversion obligations pursuant to this Agreement, Contractor and City agree to work together to identify what materials are appropriate for inclusion in Containers ~~designed~~ designated for the Collection of mixed Solid Waste, ~~Recyclables~~, Organic Materials and Green Waste, and what materials if placed therein constitute "~~contamination~~" and "excessive contamination". Unless otherwise directed by City to ensure Contractor's obligations are consistent with Contractor's Proposal, or as may be modified to ensure consistency with City's Municipal Code and Applicable Laws, Contractor and City agree to utilize the following procedures to assist in minimizing contamination:

~~(A)~~—If Contractor documents that a particular Refuse Container, Recycling Container, Organics Container, or Green Waste Container is excessively contaminated, Contractor shall service the Container, making whatever accommodations are necessary (at no additional cost to Customer), such as Collecting the Container as Refuse, or removing the contamination prior to Collection. Contractor shall ~~affix a notice to the Container or Customer's entrance to Residential Dwelling Unit or Commercial Premises, and send an electronic copy of the notice to Customer if an email address is on file, with~~

~~language intended to inform Customer that:~~ follow the notification procedures set forth in Section 8.1.9 for the first three instances of such excessive contamination of a single container in a twelve (12) month period. Contractor may charge Responsible Customer a contamination fee in an amount that does not exceed the maximum rate set forth in Exhibit A for the fourth and subsequent instance of excessive contamination of a single Container within a twelve (12) month period. In addition, where there have been four (4) or more instances of excessive contamination in a single Container in any twelve (12) month period, Contractor may (with approval of the City Manager) deliver additional or larger Containers to Responsible Customer, or require additional Collections as appropriate, and charge Responsible Customer for such increased or additional services at rates that do not exceed the maximum rates set forth in Exhibit A.

- ~~(1) — The Container required special Collection services and the contents could not be readily recycled due to the presence of non-Recyclable Material in the Container;~~
- ~~(2) — What materials are and are not to be placed in the Container;~~
- ~~(3) — Warning that future instances of contamination may result in administrative civil penalties; and~~
- ~~(4) — A telephone number to contact Contractor to obtain additional information and/or receive responses to any questions Customer may have.~~

~~For Containers in which the Responsible Customer is not the primary Solid Waste generator, a similar notice shall be provided to the Responsible Customer.~~

~~(A) — In the event the same Refuse Container, Recycling Container, Organics Container, or Green Waste Container in question is found to be contaminated a second and third time, Contractor shall provide a second and third notice substantially similar to the first, and affix it to the Container or Customer's entrance to Residential Dwelling Unit or Commercial Premises, and send an electronic copy of the notice to Customer if an email address is on file. Thereafter, if the Container in question continues to be excessively contaminated, Contractor may charge Customer a contamination fee in an amount that does not exceed the maximum rate set forth in Exhibit A. In addition, where there have been three (3) or more instances of excessive contamination in a single Container in any twelve (12) month period, Contractor may (with approval of the City Manager) deliver additional or larger Containers to Customer, or require additional weekly Collections as appropriate, and charge Customer for such increased or additional services at rates that do not exceed the maximum rates set forth in Exhibit A.~~

Section 8.9 (Low-Profile Bins) is added to read as follows (additions shown in underlining):

8.9 Low-Profile Bins

Contractor shall replace all non-Low-Profile Bins with Low-Profile Bins at all Residential Premises no later than December 31, 2025. Low-Profile Bins shall be metal or plastic Bins no less than forty-six (46) inches and no more than fifty-five (55) inches from the bottom of the caster to the Bin lid lip, with lightweight overhanging lids and labels that comply with the specifications in Exhibit B. Contractor shall provide written notification to City of its progress in meeting each performance milestone, including the location of all replacements, within five (5) calendar days of each performance milestone deadline:

- (1) Performance Milestone One: Between April 1, 2024 and December 15, 2024, at least one hundred twenty-five (125) non-Low-Profile Bins shall be replaced with Low-Profile Bins at Residential Premises. Only non-Low-Profile Bins replaced with Low Profile Bins at Residential Premises on or after April 1, 2024 shall be counted toward Performance Milestone One.
- (2) Performance Milestone Two: Between April 1, 2024 and June 15, 2025, at least two hundred fifty (250) non-Low-Profile Bins shall be replaced with Low-Profile Bins. Replacements counted toward Performance Milestone One shall be counted toward Performance Milestone Two.
- (3) Performance Milestone Three: All non-Low-Profile Bins shall be replaced with Low-Profile Bins by December 31, 2025.

During Contractor’s planned replacement of all non-Low-Profile Bins as described in this Section, Contractor shall prioritize, at any given time, twenty (20) spontaneous Customer requests for non-Low-Profile Bin replacements in order of the date received. Contractor shall complete such replacements no later than twenty-one (21) calendar days from the date that each Customer request is received by Contractor. If more than twenty (20) spontaneous Customer requests have been received by Contractor in any twenty-one (21) calendar day period, when each such Customer request is completed, the next such Customer request in order of the date received shall be added to the twenty (20) prioritized Customer requests.

Should Contractor meet all the performance milestones described in this Section, City shall waive Contractor’s obligation to pay the liquidated damages incurred due to Contractor’s failure to meet its Recycling Diversion Requirement for the 2023 calendar year in the amount of \$80,793.20, plus charges for late payments set forth in Section 12.

Should Contractor meet all the performance milestones described in this Section, be in compliance with all other provisions of this Agreement, and successfully complete the extension performance review contemplated in Section 6.3 as judged at the sole, absolute and unfettered discretion of the City Council, City shall exercise its option to extend this Agreement through midnight on June 30, 2037 as set forth in Section 6.2.

Should the Contractor fail to meet any of the performance milestones described in this Section, Contractor shall, within ten (10) calendar days, pay to City the liquidated damages incurred due to Contractor’s failure to meet its Recycling Diversion Requirement for the

2023 calendar year in the amount of \$80,793.20, plus charges for late payments set forth in Section 12 (calculated based on a mutually agreed upon date of assessment of March 1, 2024), and this Section shall be automatically repealed from this Agreement.

Section 10.8.1 (“Office Hours”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.8.1 Office Hours

Contractor shall maintain a local office, within 50 miles of City, for communication with the public that at a minimum will be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, holidays as described in Section 8.1.4 excepted. At least one responsible and qualified representative of Contractor, capable of communicating in English and Spanish, shall be present and available during all times that an office is required to be open as noted above (“Office Hours”), for personal communication with the public regarding Billings (including the acceptance of ~~in-person~~ in-person Bill payments), complaints, customer service inquiries, etc. and a similarly qualified person shall be available for communication with the public by phone during any times other than Office Hours when Collection is occurring.

Section 10.8.2.2 (“Call Responsiveness”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.8.2.2 Call Responsiveness

Contractor shall make reasonable attempts to answer all phone calls within five (5) rings. If a call has been placed on hold for three (3) minutes, the caller shall- be given an automated option to leave ~~thier~~ their phone number for a return call, which ~~sal~~ shall occur within ninety (90) minutes if the call occurs during regular business hours. Calls received after regular business hours will be returned within ninety (90) minutes of operations commencing the next business day. Contractor shall make at least three attempts within the next twenty-four (24) hour period to return the call, and if efforts to reach the Customer are unsuccessful, ~~will~~ Contractor shall send an email to the email address on file, and where no email address is on file, ~~will~~ shall send a follow up letter to the account address on file; and, in either case, ~~will~~ shall document its efforts in the Customer’s file. Such documentation shall be retained for a minimum of twelve (12) months and be made available to City upon request.

Section 10.8.3 (“Complaint Documentation”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.8.3 ~~Complaint Documentation~~ Service Complaints and Inquiries

All service complaints and inquiries shall be directed to Contractor. All written complaints and inquiries shall be initially responded to within one (1) business day of receipt. Telephone calls shall be responded to in the manner, and within the timeframes, set forth in Section 10.8.2.2. Contractor shall log all complaints received and said log shall include the date and time the complaint was received, the name, address and telephone number of the complaining party, a description of the complaint, the name of the employee recording the complaint and the action taken by Contractor to respond to and remedy the complaint. ~~All written Customer complaints and inquiries shall be date stamped when received. All complaints shall be initially responded to within one (1) business day of receipt.~~ Contractor shall log action taken to respond to and remedy the complaint. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months. All Customer service records and logs kept by Contractor shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints. Contractor shall provide to City on a monthly, quarterly, and annual basis, a complaint log, in a form satisfactory to City, that includes all of the complaints logged pursuant to this Section, the complainant and the resolution.

Section 10.8.6 (“Dedicated Recycling Coordinator”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.8.6 Dedicated Recycling Coordinator

Contractor shall assign a single “full time” Recycling coordinator to ~~City~~ this Agreement (meaning a ~~typical~~ typical forty (40) hour per week job assignment, taking into account typical leave time, and not assigned to perform services other than relating to this Agreement) who shall be responsible for assisting with public education and outreach as well as compliance (including, but not limited to, inspections, monitoring, enforcement and reporting) with AB 939, AB 341, AB 1826, SB 1383, ~~related Food Recovery efforts,~~ and such other laws and regulations related to Diversion and Recycling as may be applicable during the Term. The Recycling coordinator shall coordinate with City in connection with AB 939, AB 341, AB 1826 and SB 1383 program implementation and shall perform and/or oversee Contractor's inspection and other monitoring and enforcement-related functions, prepare reports required by CalRecycle to be certified by Contractor as to completeness and accuracy, conduct public outreach and education, participate in and facilitate community events throughout the year to promote Contractor's programs, and assist with resolution of complaints in accordance with Sections 10.8.2.2, 10.8.3 and 10.8.4. The Recycling coordinator shall physically work from City's City Hall at such times as mutually agreed upon by Contractor and City to ensure a close working relationship and coordination with City staff as well as accessibility for Responsible Customers and Customers; with any dispute regarding such times to be resolved by the City Manager in his/her/their reasonable discretion. Contractor shall keep records documenting the Recycling coordinator's activities, in a manner subject to the City Manager's reasonable approval, sufficient to substantiate the requirement that a “full time”

~~assignment~~assignment has been satisfied. Such records shall be retained for a minimum of twelve (12) months and be made available to City upon request.

Section 10.9.4 (“Corrective Action Notice”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.9.4 ~~Corrective Action Notice~~RESERVED

~~Contractor shall develop a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for Disposal of such items.~~

Section 11.3 (“Waste and Recycling Services Reimbursement”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

11.3 Waste and Recycling Services Reimbursement

On or before April 30 and November 30 of each year thereafter, Contractor shall make a payment to City in the amount more fully set forth in this paragraph intended to defray its administrative costs related to this Agreement and waste management activities City performs (the “Waste and Recycling Services Reimbursement”). The Waste and Recycling Services Reimbursement is intended to cover, but is not limited to or required to be applied to, any or all of the following: ongoing compliance review as ~~noticed~~ described in Section 28.3; City’s legal and consultant fees incurred in administration of this Agreement and on other matters related to Solid Waste; City’s procurement of recovered organic waste products; City’s promotion of waste management through its website, local cable television station, community newsletters, and materials provided at City Hall; the Collection of Solid Waste from the City’s transit shelters; Household Hazardous Waste and e-waste Collection; document shredding; and, City Hall drop-off location for medications, small electronics, batteries, ~~and~~ fluorescent bulbs, Sharps, and Solid Waste that City accepts from others. The total amount of the biannual Waste and Recycling Services Reimbursement shall be One Hundred ~~Sixty-Five~~ Sixty-Five Thousand Dollars (\$165,000) [increased annually by any positive change in CPI as calculated under Section 24.3], payable in two installments of Eighty-Two Thousand, Five Hundred Dollars (\$82,500) [increased annually by any positive change in CPI as calculated under Section 24.3] each due on or before April 30 and November 30 of each year during the Term of the Agreement. City shall not be required to send Contractor an invoice for the Waste and Recycling Services Reimbursement, and instead Contractor’s Eighty-Two Thousand, Five Hundred Dollars (\$82,500) installment obligation [increased annually by any positive change in CPI as calculated under Section 24.3] shall automatically become due on April 30 and November 30 of each year during the Term of the Agreement.

Section 18.7.3.1(B) (“Collection Reliability”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

(B) ~~For each failure to Collect Solid Waste from any established Customer on the scheduled Collection day and not Collected within the period described in this Agreement which exceed five (5) such failures annually: \$200.00.~~ For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer or service address and not Collected within the period described in Section 8.1.8: \$200.00.

Section 18.7.3.1(C) (“Collection Reliability”) is amended to read as follows (additions shown in underlining):

(C) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same ~~Customer service address~~ Customer service address on two (2) ~~consecutive~~ scheduled pickup days in a thirty (30) calendar day period: \$200.00\$400.00.

Section 18.7.3.2 (“Collection Quality”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

18.7.3.2 Collection Quality

(A) For each occurrence of failure to properly return any empty Containers to avoid pedestrian or vehicular traffic impediments or to place any Containers upright with lids ~~secured closed and locked (if applicable)~~ secured closed and locked (if applicable) which exceeds ~~ten (10)~~ five (5) such occurrences annually for the same Customer or service address: \$150.00.

(B) For each occurrence Contractor of—does not employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement, and as a result excessive noise or discourteous behavior is exhibited—excessive noise or discourteous behavior which exceeds five (5) such occurrences annually: \$500.00.

(C) For each ~~occurrence~~ calendar day of Collecting Solid Waste during unauthorized hours which exceeds five (5) such occurrences annually for the same Customer or Responsible Customer: \$500.00.

(D) For each occurrence of damage to private property in an amount in excess of \$1,000 ~~which exceeds five (5) such occurrences annually: \$500.00.~~

(E) For each failure to clean up Solid Waste spilled from any Containers, excepting amounts that are so nominal in nature that they would not reasonably be expected to be noticed by the driver of a Collection Vehicle, within ninety (90) minutes or in compliance with NPDES requirements, whichever is stricter: \$500.00.

Section 18.7.3.3 (“Customer Responsiveness”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

18.7.3.3 Customer Responsiveness

(A) For each failure to initially respond to a Customer or Responsible Customer written complaint or inquiry within one (1) business day, which exceeds five (5) such occurrences annually, and for each additional day in which the complaint is not addressed: \$150.00.

(B) For each failure to respond to a Customer or Responsible Customer telephone call per Section 10.8.2.2, which exceeds five (5) such occurrences annually: \$150.00.

~~(BC)~~ For each failure to process Customer or Responsible Customer complaints ~~to City as required herein~~ per Section 10.8.3, which exceeds five (5) such occurrences annually: \$200.00.

~~(CD)~~ For each failure to respond to a written inquiry from City’s City Manager or Solid Waste contract manager regarding service requests or requests for information within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 8.1.4), and for each additional day in which the inquiry is not addressed, ~~which exceed five (5) occurrences annually:~~ \$200.00.

~~(DE)~~ For each failure to remove graffiti from any Containers or to replace with any Containers bearing no graffiti, within twenty-four (24) hours (Sundays and holidays excepted) of a request from City, Customer, or Responsible Customer: \$150.00.

~~(EF)~~ For each failure to repair or replace any damaged or missing Container within ~~two (2) business days (excluding Saturday, Sunday and holidays listed in Section 8.1.4) of request from City or Customer~~ the period described in Section 8.1.7, and for each additional day in which the repair or replacement is not made: \$150.00.

(G) For each failure to exchange any Cart within the period described in Section 8.1.7, and for each additional day in which the exchange is not completed: \$150.00.

~~(FH)~~ For each failure to process a claim for damages within thirty (30) days from the date submitted to Contractor: \$100.00.

~~(GI)~~ For every Recycling Cart Collected as Refuse without issuing a notice per Section 8.6.7 ~~which exceeds ten (10) such occurrences annually:~~ \$50.00.

~~(HJ)~~ For every Organics Cart Collected as Refuse without issuing a notice per Section 8.6.7 ~~which exceeds ten (10) such occurrences annually:~~ \$50.00.

(~~K~~) For each failure to issue a notice to a Customer or Responsible Customer for materials not collected per Section 8.1.9 ~~due to improper set out which exceeds ten (10) such occurrences annually~~: \$100.00.

(L) For each calendar day a Customer’s prioritized request to replace a non-Low-Profile Bin is not completed pursuant to Section 8.9: \$30.00.

Section 18.7.3.6 (“Minimum Hauler Recycling Requirements”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

18.7.3.6 ~~Minimum Hauler Recycling Requirements~~ Other Requirements

(A) For each calendar year in which Contractor fails to meet the guaranteed Recycling Diversion Requirement set forth in Section 8.6.4: ~~\$40~~ \$75.00 for each ton below the tonnage level necessary to meet the Recycling Diversion Requirement.

(B) For each calendar day in excess of sixty (60) calendar days in any twelve (12) month period in which a dedicated Recycling coordinator as described in Section 10.8.6 is not assigned to the City: \$100.00.

Section 23.1 (“Monthly Reports”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

23.1 Monthly Reports

At a minimum, Contractor shall report the following to City on a monthly basis: Solid Waste Collected and diverted by Contractor for each month, sorted by type of Solid Waste in tons broken down at a level acceptable to City (which at a minimum shall include: refuse, Green Waste, e-waste, ~~and universal waste~~ ~~item counts~~, white goods, types of recyclables including PET, HDPE, mixed plastics, aluminum, cardboard, mixed paper, wood, sand, ~~and concrete~~, asphalt, and rubble), as well as by ~~customer~~ Customer and program type (i.e., single family, multi-family, commercial, roll-off, curbside, bulky item, etc.); the facilities where all Solid Waste Collected was processed or disposed; a list of all missed pick-ups; a list of the records related to ~~non-collection~~ non-Collection notices pursuant to Section 8.1.9; notices issued and other actions taken pursuant to Section 8.6.7 of this Agreement for contaminated ~~Recycling Containers, Organics Containers, and Green Waste~~ Containers (if applicable); Customer service call response times; Container information pursuant to Section 8.1.7(E); and a narrative summary of problems encountered (including scavenging) and actions taken with recommendations for City, as appropriate. Service level changes and Container exchanges shall be provided in monthly reports upon City request. Contractor shall also provide a detailed list of all In-Home Bulky Item Collections including, at a minimum, Customer name, Customer address, Customer telephone number, date(s) of service, and a description of each item Collected.

Section 23.2 (“Quarterly Reports”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

23.2 Quarterly Reports

At a minimum, Contractor shall report the following to City on a quarterly basis within ~~thirty (30)~~ forty-five (45) days of the end of each calendar quarter: ~~the information required in the monthly reports; the complaint summary for the quarter summarized by nature of complaints; copies of promotional and public education materials sent during the quarter; description of Contractor outreach activities conducted~~ during the previous quarter; Commercial Recycling and Organics site visits summary, including the name and address of Customer, the date of the visit and the contact name and phone number, ~~demonstrating that the required visits have been made, and reason provided for not establishing a Recycling or Organics program~~ and reason for the site visit; list of all Customers participating in Recycling Collection services; list of all Customers that do not participate in Recycling Collection services and whether Customer not receiving Recycling Collection services self hauls or is serviced by a third party and their Recycling and Organics Recycling program participation status, whether the Customer has an active waiver, self-hauls, or is serviced by a third-party, and what actions Contractor has taken to bring the Customer into compliance with SB 1383 or other applicable laws; ~~list of Commercial Premises Customers required to participate in an Organics Recycling program pursuant to Public Resources Code Section 42649.81; list of Commercial Premises Customers that do and do not participate in an Organics program, whether the Organics program is provided by Contractor or another party; Commercial Premises Customers participating in Food Recovery programs;~~ additional information that may be requested by CalRecycle or City related to Recycling and Organics programs; a narrative description of problems encountered and actions taken with respect to scavenging, and such other information or reports that City may reasonably request or require. Contractor shall, upon demand by City, provide true and accurate copies of landfill tipping receipts, records showing delivery at processing or reuse facilities, and similar such documents in order to enable City to verify Contractor’s quarterly reports.

Section 23.3 (“Annual Reports”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

23.3 Annual Reports

Within thirty (30) days of the end of each calendar year during the Term of this Agreement and within thirty (30) days after the end of the Term, Contractor shall submit a written annual report, at its sole expense, in a form approved by City, which includes, but is not limited to, the following information:

~~(A) — A summary of the previous year’s activities including, but not limited to, services begun or discontinued during the reporting year, and the number of Customers broken down on a monthly basis;~~

(BA) A summary of the total tons of Solid Waste Collected in City in the preceding year as well as a summary of the total tonnage diverted from the State’s landfill systems during that time frame;

(CB) Information and reports required by City to meet its reporting obligations imposed by all laws and regulations related to Solid Waste and Recycling, including without limitation AB 939, AB 341, AB 1826, and SB 1383, in a form and content approved by the City Manager;

(DC) A revenue statement, certified by the chief financial officer of Contractor, setting forth Franchise Fees paid and the basis for the calculation thereof, including specifically a breakdown of sources of revenue included in Gross Receipts and the amount of revenue derived from each such source comprising Gross Receipts;

(ED) A list of Contractor’s officers and the members of its Board of Directors, or as applicable a list identifying all Persons holding a membership interest in Contractor;

(FE) A list of stockholders or other equity investors holding five percent (5%) or more of the interest in Contractor; and

~~(G) — A list of each service address or other identifying location associated with each Customer’s or Responsible Customer’s account, the total number of Containers at each such address or other identifying location, types of services being Billed and the serial numbers associated or other identifying information associated with each Container at such address as required by Section 8.1.7(E).~~

~~(H) — A list of Customers or Responsible Customers who elect not to receive a Recycling or Organics Cart, including contact information, reasons, and the locations thereof.~~

(F) Records of the amount of RNG used to provide services in the City. If Routes are commingled with other jurisdictions, Contractor must use an allocation method consistent with the requirements of SB 1383 to quantify City’s allocated amount.

Section 24.4.1 (“Five Percent (5%) Cap”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

24.4.1 ~~Five Percent (5%)~~ Cap

Any maximum rate effective prior to January 1, 2025 may not be increased in any given year by more than five percent (5%), and any maximum rate effective on and after

January 1, 2025 may not be increased in any given year by more than four percent (4%), without regard to any higher increase which may otherwise be justified by the formula set forth in Section 24.3. In the event an increase exceeds the ~~five~~-applicable percent (~~5%~~) cap, the un-applied percentage may be rolled forward and applied to maximum rate increases in subsequent years up to the applicable percent caps for the years applied to.

Section 24.5 (“Discretionary Adjustments”) is amended to read as follows (additions shown in underlining):

Contractor may request an adjustment to the maximum rates set forth in Exhibit A at reasonable times other than as set forth in Section 24.3 for an increase in landfill disposal fees that exceed the maximum annual percentage as set forth in Section 24.4.1 or any other unusual changes in the cost of providing service under this Agreement. Extraordinary requests due to increases in County of Orange landfill tipping fees shall not be unreasonably withheld. For each request for an adjustment to the maximum rates brought pursuant to this Section, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in the City Council's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The City Council may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. Contractor may not request an extraordinary increase in the maximum rates as a result of: changes in fees or taxes such as Social Security, disability or income tax; changes in health care costs, including increases to the cost of health insurance or changes to the requirements for health insurance; nominal changes or changes that could have been reasonably anticipated in the market value of Recyclables, Organics or Green Waste or processing costs for Recyclables, Organics, or Green Waste; inaccurate estimates by Contractor of its cost of operations; or costs of compliance with South Coast Air Quality Management District and Air Resource Board rules and standards for Collection Vehicles. An advance non-refundable payment of Five Thousand Dollars (\$5,000.00) shall be paid to City prior to City's consideration of each of Contractor's requests for an adjustment of the maximum rates pursuant to this Section.

Section 30.2(F) (“Independent Contractor”) is added to read as follows (additions shown in underlining):

(F) Contractor shall: (i) recruit, screen, interview, and assign its employees (the “Assigned Employees”) to perform the work described in Agreement for City; (ii) pay Assigned Employees wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as Contractor 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. Contractor represents and warrants that it will comply with all laws, including the ACA, in doing so.

Section 30.2(G) ("Independent Contractor") is added to read as follows (additions shown in underlining):

(G) Contractor 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.

Section 30.16 ("Compliance with Law") is amended to read as follows (additions shown in underlining):

30.16 Compliance with Law

(A) In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws, including the laws and regulations of the United States, the State of California, the provisions of the Municipal Code, and any federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended.

(B) Contractor 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, Contractor shall comply with any such requirements and City shall cooperate with Contractor's compliance.

(C) Contractor has sole responsibility for providing, and will provide, the necessary health coverage to its employees under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. Contractor represents and warrants that it will comply with all laws, including the ACA, in doing so.

Exhibit B ("Container/Bin Specifications") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

EXHIBIT B

CONTAINER/~~BIN~~ SPECIFICATIONS

- All Containers utilized by Contractor shall meet the standards of the industry and Applicable Laws and shall perform to the reasonable satisfaction of the City Manager in order to be utilized in City.
- Each Bin and Cart utilized by Contractor shall be labeled with graphics so as to: (1) explain/depict the items for which it is designated/not designated to Collect, and (2) identify the name of Contractor and Contractor's phone number for ~~service-related~~ service-related issues, including complaints. Labels shall be replaced when worn, and when information on the label is in need of updating, but no later than ninety (90) days of request from City. All such labeling shall be approved by the City Manager prior to use by Contractor. All ~~Carts~~ Containers shall be labeled in accordance with Applicable Laws throughout the term of this Agreement.
- Refuse, Recycling, Organics, and Green Waste Cart/Bin lids shall be differentiated by color, except that Organics and Green Waste Containers may be the same color if comingled for Collection. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Cart lid colors shall be consistent throughout the City and shall comply with Applicable Laws.
- Unless otherwise specified in the Agreement, any Cart distributed by Contractor in City after the Effective Date shall be newly manufactured and have never previously been used for the Collection of Solid Waste; excepting that Carts which have been refurbished such that they are "like new" may be used so long as their condition is satisfactory as determined by the City Manager.
- All Bins and Carts distributed pursuant to this Agreement shall have an identifying serial number hot stamped into the Bin or Cart body, or otherwise have an individual identification demarcation affixed to the Bin or Cart in a manner acceptable to the City Manager. Contractor shall keep current, and provide to City at the times set forth in this Agreement, a list of each address to which a Bin or Cart has been distributed and the serial number (or other acceptable identification) of all Bins and Carts at each such address.
- All Bins shall be metal or plastic and shall not exceed fifty-five (55) inches in height from the bottom of the caster to the Bin lid lip. Bin lids shall be "Single Wall ~~Impact~~-Plastic ~~REC~~-Lid, Lightweight," manufactured by PRT, with a minimum one-inch overhang and vertically split, or comparable if approved by the City Manager. The required minimum one-inch overhang shall apply to all Bin lids delivered or exchanged, whether by Contractor or upon request from a Responsible Customer or the City Manager, on or after May 1, 2024. Upon request from the City Manager, Contractor shall, at no charge, timely replace any number of metal or plastic Bins with metal or plastic Bins at an alternate height as specified by the City Manager, provided that such alternate height is no less than forty-six (46) inches and no more than fifty-five (55)

9.2 – Exhibit A to Attachment A

inches from the bottom of the caster to the Bin lid lip. Upon request of any Customer, Contractor shall provide Bins with lids that close securely and which are capable of being locked at rates that do not exceed those set forth in Exhibit A.

Exhibit A (“Maximum Rate Schedule”) is amended to replace, in its entirety, Exhibit A with the attached maximum rate schedule beginning on the next page.

EXHIBIT A

MAXIMUM RATE SCHEDULE FOR SOLID WASTE HANDLING SERVICES

[BEGINS ON FOLLOWING PAGE]

9.2 – Exhibit A to Attachment A

MAXIMUM RATE SCHEDULE FOR YEAR 1 (January 1, 2022 – December 31, 2022)

Residential Services Rates

| | |
|--|---|
| Standard Rate (1 Refuse & 1 Recycling) | \$ 12.73/month plus \$4.00/month if customer requests organics cart |
| Extra Pickup | \$ 4.34/pickup |
| Additional Refuse Cart | \$ 7.04/month |
| Additional Recycling Cart | \$ 1.52/month |
| Walk-Out Service Eligible Customers | No Charge |
| Walk-Out Service Other Customers | \$ 5.83/month |
| Contaminated Cart Fee | \$ 28.04/instance |
| Organics Pail (Purchase) | \$ 7.50/pail |

Monthly Residential Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
| 2-Yard Refuse | \$ 53.78 | \$ 82.01 | \$ 164.77 | \$ 219.68 | \$ 258.14 | \$ 296.57 | N/A |
| 3-Yard Refuse | \$ 60.16 | \$ 91.74 | \$ 184.32 | \$ 245.73 | \$ 288.74 | \$ 331.73 | \$ 784.12 |
| 4-Yard Refuse | \$ 82.72 | \$ 120.33 | \$ 272.43 | \$ 360.65 | \$ 448.87 | \$ 488.80 | \$ 1,143.53 |
| 2-Yard Recycling | \$ 40.33 | \$ 61.51 | \$ 123.58 | \$ 164.76 | \$ 193.60 | \$ 222.42 | N/A |
| 3-Yard Recycling | \$ 45.12 | \$ 68.80 | \$ 138.24 | \$ 184.30 | \$ 216.55 | \$ 248.80 | N/A |
| 4-Yard Recycling | \$ 124.14 | \$ 180.58 | \$ 408.85 | \$ 541.25 | \$ 673.65 | \$ 733.57 | N/A |
| Locking Bin (addt.) | \$ 7.30 | \$ 8.03 | \$ 8.39 | \$ 8.75 | \$ 9.12 | \$ 9.49 | N/A |
| Cart - Refuse | \$ 37.94 | \$ 70.19 | \$ 100.02 | \$ 128.36 | \$ 155.63 | \$ 182.09 | N/A |
| Cart - Recycling | \$ 28.46 | \$ 52.64 | \$ 75.01 | \$ 96.27 | \$ 116.73 | \$ 136.57 | N/A |
| 2-Yard Organics | \$ 81.59 | \$ 124.43 | \$ 249.96 | \$ 333.28 | \$ 391.60 | \$ 449.90 | N/A |
| Cart Organics | \$ 29.91 | \$ 45.61 | \$ 91.66 | \$ 122.20 | \$ 143.58 | \$ 164.96 | N/A |

Residential Bin Rates

| | |
|---|-------------------|
| Extra Refuse Pickup | \$ 44.46/pickup |
| Extra Recycling Pickup | \$ 33.35/pickup |
| Extra Bin Exchange | \$ 57.47/exchange |
| Contaminated Bin Fee | \$ 56.07/instance |
| Temporary 2-Yard Bin | N/A |
| Temporary 3-Yard Bin Rental (7 Days) | \$ 102.86 |
| Temporary 4-Yard Bin | N/A |
| Temporary 3-Yard Bin Rental Beyond 7 Days | \$ 9.07/day |
| Relocation Fee (Temporary 3-Yard Bin) | \$ 77.15 |

Monthly Commercial Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
| 2-Yard Refuse | \$ 107.61 | \$ 164.11 | \$ 329.70 | \$ 439.58 | \$ 516.53 | \$ 593.43 | N/A |
| 3-Yard Refuse | \$ 120.39 | \$ 183.57 | \$ 368.82 | \$ 491.71 | \$ 577.76 | \$ 663.79 | \$ 784.12 |
| 4-Yard Refuse | \$ 165.53 | \$ 240.78 | \$ 545.13 | \$ 721.66 | \$ 898.20 | \$ 978.09 | \$ 1,143.53 |
| 2-Yard Recycling | \$ 80.71 | \$ 123.08 | \$ 247.27 | \$ 329.68 | \$ 387.40 | \$ 445.07 | N/A |
| 3-Yard Recycling | \$ 90.29 | \$ 137.68 | \$ 276.62 | \$ 368.78 | \$ 433.32 | \$ 497.84 | N/A |
| 4-Yard Recycling | \$ 124.14 | \$ 180.58 | \$ 408.85 | \$ 541.25 | \$ 673.65 | \$ 733.57 | N/A |
| Locking Bin (addt.) | \$ 7.30 | \$ 8.03 | \$ 8.39 | \$ 8.75 | \$ 9.12 | \$ 9.49 | N/A |
| Cart - Refuse | \$ 37.94 | \$ 70.19 | \$ 100.02 | \$ 128.36 | \$ 155.63 | \$ 182.09 | N/A |
| Cart - Recycling | \$ 28.46 | \$ 52.64 | \$ 75.01 | \$ 96.27 | \$ 116.73 | \$ 136.57 | N/A |
| 2-Yard Organics | \$ 81.59 | \$ 124.43 | \$ 249.96 | \$ 333.28 | \$ 391.60 | \$ 449.90 | N/A |
| Cart Organics | \$ 29.91 | \$ 45.61 | \$ 91.66 | \$ 122.20 | \$ 143.58 | \$ 164.96 | N/A |

Commercial Services Rates

| | |
|---|---------------------|
| Extra Refuse Pickup | \$ 44.46/pickup |
| Extra Recycling Pickup | \$ 33.35/pickup |
| Extra Bin Exchange | \$ 57.47/exchange |
| Temporary 2-Yard Bin | N/A |
| Temporary 3-Yard Bin Rental (7 Days) | \$ 102.86 |
| Temporary 4-Yard Bin | N/A |
| Temporary 3-Yard Bin Rental Beyond 7 Days | \$ 9.07/day |
| Relocation Fee (Temporary 3-Yard Bin) | \$ 77.15 |
| Extra Organics Cart Pickup | \$ 22.43/pickup |
| Extra Organics Cart Exchange | \$ 28.74/exchange |
| Extra Organics Bin Exchange | \$ 57.19/exchange |
| Contaminated Bin Fee | \$ 56.07/instance |
| Contaminated Cart Fee | \$ 28.74/instance |
| Bulky Item Collection (up to four items) | \$ 57.00/collection |
| Additional Bulky Item (beyond four items) | \$ 25.00/item |

Monthly Commercial Green Waste Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------|----------|-----------|-----------|-----------|-----------|-----------|--------|
| Green Waste Bin | \$ 80.02 | \$ 122.03 | \$ 245.16 | \$ 326.87 | \$ 384.07 | \$ 441.25 | N/A |
| Green Waste Cart | \$ 29.34 | \$ 44.74 | \$ 89.89 | \$ 119.85 | \$ 140.82 | \$ 161.79 | N/A |
| Locking Bin (addt.) | \$ 7.30 | \$ 8.03 | \$ 8.39 | \$ 8.75 | \$ 9.12 | \$ 9.49 | N/A |

Commercial Green Waste Services Rates

| | |
|--------------------------|-------------------|
| Extra Green Waste Pickup | \$ 60.01/pickup |
| Contaminated Cart Fee | \$ 28.74/instance |
| Contaminated Bin Fee | \$ 56.07/instance |

Roll-off Services Rates (Pull Rate Includes 6 Tons)

| | |
|---------------------------------------|-------------------|
| Standard 40-Yard Rental (7 Days) | \$ 582.22 |
| Low Boy Rental (7 Days) | \$ 722.22 |
| Compactor | \$ 669.56/pull |
| Per Ton Over 6 Tons | \$ 71.21/ton |
| Box Rental Beyond 7 Days Without Pull | \$ 11.04/day |
| Trip Charge (Dry Run, Relocation) | \$ 92.08/trip |
| Contamination Fee | \$ 58.31/instance |

Scout/Push Out Services Rates (Per Bin/Per Service)

| | |
|-----------------------|------------------|
| 0 – 25 Feet | \$ 0.00 |
| 26 – 50 Feet | \$ 20.05 |
| 51 – 75 Feet | \$ 40.09 |
| 76 – 100 Feet | \$ 60.14 |
| Greater than 100 Feet | \$ 0.20 Per Foot |

Monthly Split Bin Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------------|-----------|-----------|-----------|-----------|-----------|-----------|--------|
| 3-Yard Refuse & Recycling | \$ 171.75 | \$ 218.24 | \$ 438.48 | \$ 584.57 | \$ 686.87 | \$ 789.15 | N/A |

9.2 – Exhibit A to Attachment A

MAXIMUM RATE SCHEDULE FOR YEAR 2 (January 1, 2023 – December 31, 2023)

(Rates are subject to CPI adjustment per Section 24)

Residential Services Rates

| | |
|---------------------------------------|---|
| Standard Rate (1Refuse & 1 Recycling) | \$ 15.73/month plus \$4.00/month if customer requests organics cart |
| Extra Pickup | \$ 6.51/pickup |
| Additional Refuse Cart | \$ 10.56/month |
| Additional Recycling Cart | \$ 2.28/month |
| Walk-Out Service Eligible Customers | No Charge |
| Walk-Out Service Other Customers | \$ 8.75/month |
| Contaminated Cart Fee | \$ 28.04/instance |
| Organics Pail (Purchase) | \$ 7.50/pail |

Monthly Residential Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
| 2-Yard Refuse | \$ 80.67 | \$ 123.02 | \$ 247.15 | \$ 329.52 | \$ 387.21 | \$ 444.85 | N/A |
| 3-Yard Refuse | \$ 90.25 | \$ 137.61 | \$ 276.48 | \$ 368.60 | \$ 433.10 | \$ 497.59 | \$ 927.25 |
| 4-Yard Refuse | \$ 124.08 | \$ 180.49 | \$ 408.64 | \$ 540.98 | \$ 673.31 | \$ 733.20 | \$ 1,348.51 |
| 2-Yard Recycling | \$ 60.50 | \$ 92.27 | \$ 185.36 | \$ 247.14 | \$ 290.41 | \$ 333.64 | N/A |
| 3-Yard Recycling | \$ 67.68 | \$ 103.21 | \$ 207.36 | \$ 276.45 | \$ 324.83 | \$ 373.19 | N/A |
| 4-Yard Recycling | \$ 139.66 | \$ 203.16 | \$ 459.95 | \$ 608.90 | \$ 757.85 | \$ 825.26 | N/A |
| Locking Bin (addt.) | \$ 7.30 | \$ 8.03 | \$ 8.39 | \$ 8.75 | \$ 9.12 | \$ 9.49 | N/A |
| Cart - Refuse | \$ 56.91 | \$ 105.28 | \$ 150.03 | \$ 192.54 | \$ 233.45 | \$ 273.14 | N/A |
| Cart - Recycling | \$ 42.68 | \$ 78.96 | \$ 112.52 | \$ 144.40 | \$ 175.09 | \$ 204.85 | N/A |
| 2-Yard Organics | \$ 122.38 | \$ 186.64 | \$ 374.95 | \$ 499.92 | \$ 587.40 | \$ 674.86 | N/A |
| Cart Organics | \$ 44.87 | \$ 68.42 | \$ 137.48 | \$ 183.30 | \$ 215.37 | \$ 247.45 | N/A |

Residential Bin Rates

| | |
|---------------------------------------|------------------|
| Extra Refuse Pickup | \$67.68/pickup |
| Extra Recycling Pickup | \$50.76/pickup |
| Extra Bin Exchange | \$86.21/exchange |
| Contaminated Bin Fee | \$56.07/instance |
| Temporary 2-Yard Bin | N/A |
| Temporary 3-Yard Bin Rental (7 Days) | \$ 105.43 |
| Temporary 4-Yard Bin | N/A |
| Temporary Bin Rental Beyond 7 Days | \$ 9.30/day |
| Relocation Fee (Temporary 3-Yard Bin) | \$ 79.07 |

Monthly Commercial Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------|-----------|-----------|-----------|-----------|-------------|-------------|-------------|
| 2-Yard Refuse | \$ 121.06 | \$ 184.62 | \$ 370.91 | \$ 494.53 | \$ 581.10 | \$ 667.61 | N/A |
| 3-Yard Refuse | \$ 135.44 | \$ 206.51 | \$ 414.93 | \$ 553.17 | \$ 649.98 | \$ 746.76 | \$ 927.25 |
| 4-Yard Refuse | \$ 186.22 | \$ 270.87 | \$ 613.27 | \$ 811.87 | \$ 1,010.47 | \$ 1,100.35 | \$ 1,348.51 |
| 2-Yard Recycling | \$ 90.80 | \$ 138.47 | \$ 278.18 | \$ 370.89 | \$ 435.83 | \$ 500.71 | N/A |
| 3-Yard Recycling | \$ 101.58 | \$ 154.89 | \$ 311.19 | \$ 414.88 | \$ 487.48 | \$ 560.07 | N/A |
| 4-Yard Recycling | \$ 139.66 | \$ 203.16 | \$ 459.95 | \$ 608.90 | \$ 757.85 | \$ 825.26 | N/A |
| Locking Bin (addt.) | \$ 7.30 | \$ 8.03 | \$ 8.39 | \$ 8.75 | \$ 9.12 | \$ 9.49 | N/A |
| Cart - Refuse | \$ 85.41 | \$ 158.00 | \$ 225.16 | \$ 288.95 | \$ 350.35 | \$ 409.91 | N/A |
| Cart - Recycling | \$ 64.06 | \$ 118.50 | \$ 168.87 | \$ 216.71 | \$ 262.76 | \$ 307.43 | N/A |
| 2-Yard Organics | \$ 122.38 | \$ 186.64 | \$ 374.95 | \$ 499.92 | \$ 587.40 | \$ 674.86 | N/A |
| Cart Organics | \$ 44.87 | \$ 68.42 | \$ 137.48 | \$ 183.30 | \$ 215.37 | \$ 247.45 | N/A |

Commercial Services Rates

| | |
|---|---------------------|
| Extra Refuse Pickup | \$ 67.68/pickup |
| Extra Recycling Pickup | \$ 50.76/pickup |
| Extra Bin Exchange | \$ 86.21/exchange |
| Temporary 2-Yard Bin | N/A |
| Temporary 3-Yard Bin Rental (7 Days) | \$ 105.43 |
| Temporary 4-Yard Bin | N/A |
| Temporary Bin Rental Beyond 7 Days | \$ 9.30/day |
| Relocation Fee (Temporary 3-Yard Bin) | \$ 79.07 |
| Extra Organics Cart Pickup | \$ 33.65/pickup |
| Extra Organics Cart Exchange | \$ 29.46/exchange |
| Extra Organics Bin Exchange | \$ 85.79/exchange |
| Contaminated Bin Fee | \$ 56.07/instance |
| Contaminated Cart Fee | \$ 29.46/instance |
| Bulky Item Collection (up to four items) | \$ 57.00/collection |
| Additional Bulky Item (beyond four items) | \$ 25.00/item |

Monthly Commercial Green Waste Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|--------|
| Green Waste Bin | \$ 120.03 | \$ 183.05 | \$ 367.74 | \$ 490.30 | \$ 576.11 | \$ 661.88 | N/A |
| Green Waste Cart | \$ 44.00 | \$ 67.11 | \$ 134.84 | \$ 179.78 | \$ 211.23 | \$ 242.69 | N/A |
| Locking Bin (addt.) | \$ 7.30 | \$ 8.03 | \$ 8.39 | \$ 8.75 | \$ 9.12 | \$ 9.49 | N/A |

Commercial Green Waste Services Rates

| | |
|--------------------------|-------------------|
| Extra Green Waste Pickup | \$ 90.02/pickup |
| Contaminated Cart Fee | \$ 29.46/instance |
| Contaminated Bin Fee | \$ 56.07/instance |

Roll-off Services Rates (Pull Rate Includes 6 Tons)

| | |
|---------------------------------------|-------------------|
| Standard 40-Yard Rental (7 Days) | \$ 611.33 |
| Low Boy Rental (7 Days) | \$ 758.33 |
| Compactor | \$ 703.03/pull |
| Per Ton Over 6 Tons | \$ 71.21/ton |
| Box Rental Beyond 7 Days Without Pull | \$ 108.33/day |
| Trip Charge (Dry Run, Relocation) | \$ 222.22/trip |
| Contamination Fee | \$ 56.07/instance |

Scout/Push Out Services Rates (Per Bin/Per Service)

| | |
|-----------------------|--------------|
| 0 – 25 Feet | \$ 0.00 |
| 26 – 50 Feet | \$ 20.05 |
| 51 – 75 Feet | \$ 40.09 |
| 76 – 100 Feet | \$ 60.14 |
| Greater than 100 Feet | \$ 0.20/foot |

Monthly Split Bin Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------------|-----------|-----------|-----------|-----------|-----------|-----------|--------|
| 3-Yard Refuse & Recycling | \$ 171.75 | \$ 218.24 | \$ 438.48 | \$ 584.57 | \$ 686.87 | \$ 789.15 | N/A |

9.2 – Exhibit A to Attachment A

MAXIMUM RATE SCHEDULE FOR YEAR 3 (January 1, 2024 – December 31, 2024)

(Rates are subject to CPI adjustment per Section 24)

Monthly Residential Services Rates (Individual Containers)

| | |
|--|-------------------------------------|
| Standard Rate (1 Refuse & 1 Recycling) | \$ 17.73/month |
| Standard Rate (1 Refuse, 1 Recycling & 1 Organics) | \$ 21.73/month |
| Extra Pickup (Refuse, Recycling, or Organics) | \$ 6.51/per pickup per container |
| Additional Refuse Cart | \$ 10.56/month |
| Additional Recycling Cart | \$ 2.28/month |
| Additional Organics Cart | \$ 10.56/month |
| Extra Cart Exchange (Refuse, Recycling, or Organics) | \$ 30.20/container |
| Walk-Out Service Eligible Customers | No Charge |
| Walk-Out Service Other Customers | \$ 8.75/month |
| Contaminated Cart Fee (Refuse, Recycling, or Organics) | \$ 28.04/per instance per container |
| Organics Pail (Purchase) | \$ 7.50 /pail |

Monthly Residential Services Rates (Shared Containers)

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------|-----------|-----------|-----------|-----------|-----------|-------------|-------------|
| 2-Yard Refuse | \$ 116.97 | \$ 178.38 | \$ 358.37 | \$ 477.80 | \$ 561.45 | \$ 645.03 | N/A |
| 3-Yard Refuse | \$ 130.86 | \$ 199.53 | \$ 400.89 | \$ 534.47 | \$ 628.00 | \$ 721.51 | \$ 1,049.96 |
| 4-Yard Refuse | \$ 179.92 | \$ 261.71 | \$ 592.53 | \$ 784.42 | \$ 976.30 | \$ 1,063.14 | \$ 1,521.32 |
| 2-Yard Recycling | \$ 87.73 | \$ 133.79 | \$ 268.78 | \$ 358.35 | \$ 421.09 | \$ 483.77 | N/A |
| 3-Yard Recycling | \$ 98.14 | \$ 149.65 | \$ 300.67 | \$ 400.85 | \$ 471.00 | \$ 541.13 | N/A |
| 4-Yard Recycling | \$ 147.42 | \$ 214.44 | \$ 485.51 | \$ 642.73 | \$ 799.96 | \$ 871.11 | N/A |
| Locking Bin (addt.) | \$ 7.30 | \$ 8.03 | \$ 8.39 | \$ 8.75 | \$ 9.12 | \$ 9.49 | N/A |
| Cart - Refuse | \$ 82.52 | \$ 152.66 | \$ 217.54 | \$ 279.18 | \$ 338.50 | \$ 396.05 | N/A |
| Cart - Recycling | \$ 61.89 | \$ 114.50 | \$ 163.16 | \$ 209.38 | \$ 253.88 | \$ 297.04 | N/A |
| 2-Yard Organics | \$ 177.45 | \$ 270.63 | \$ 543.67 | \$ 724.88 | \$ 851.73 | \$ 978.54 | N/A |
| Cart Organics | \$ 65.06 | \$ 99.21 | \$ 199.35 | \$ 265.79 | \$ 312.29 | \$ 358.80 | N/A |

Monthly Commercial Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------|-----------|-----------|-----------|-----------|-------------|-------------|-------------|
| 2-Yard Refuse | \$ 127.79 | \$ 194.88 | \$ 391.52 | \$ 522.00 | \$ 613.39 | \$ 704.70 | N/A |
| 3-Yard Refuse | \$ 142.96 | \$ 217.99 | \$ 437.98 | \$ 583.90 | \$ 686.09 | \$ 788.25 | \$ 1,049.96 |
| 4-Yard Refuse | \$ 196.56 | \$ 285.92 | \$ 647.34 | \$ 856.97 | \$ 1,066.61 | \$ 1,161.48 | \$ 1,521.32 |
| 2-Yard Recycling | \$ 95.84 | \$ 146.16 | \$ 293.64 | \$ 391.50 | \$ 460.04 | \$ 528.52 | N/A |
| 3-Yard Recycling | \$ 107.22 | \$ 163.49 | \$ 328.48 | \$ 437.93 | \$ 514.57 | \$ 591.19 | N/A |
| 4-Yard Recycling | \$ 147.42 | \$ 214.44 | \$ 485.51 | \$ 642.73 | \$ 799.96 | \$ 871.11 | N/A |
| Locking Bin (addt.) | \$ 7.30 | \$ 8.03 | \$ 8.39 | \$ 8.75 | \$ 9.12 | \$ 9.49 | N/A |
| Cart - Refuse | \$ 90.15 | \$ 166.78 | \$ 237.66 | \$ 305.00 | \$ 369.82 | \$ 432.69 | N/A |
| Cart - Recycling | \$ 67.61 | \$ 125.09 | \$ 178.25 | \$ 228.75 | \$ 277.36 | \$ 324.51 | N/A |
| 2-Yard Organics | \$ 177.45 | \$ 270.63 | \$ 543.67 | \$ 724.88 | \$ 851.73 | \$ 978.54 | N/A |
| Cart Organics | \$ 65.06 | \$ 99.21 | \$ 199.35 | \$ 265.79 | \$ 312.29 | \$ 358.80 | N/A |

9.2 – Exhibit A to Attachment A

Additional Commercial and Residential Services Rates (Shared Containers)

| | |
|---|---------------------|
| Extra Cart Pickup (Refuse, Recycling, or Organics) | \$ 48.79/pickup |
| Extra Refuse Bin Pickup | \$ 98.14/pickup |
| Extra Recycling Bin Pickup | \$ 73.61/pickup |
| Extra Organics Bin Pickup | \$ 136.29/pickup |
| Extra Cart Exchange (Refuse, Recycling, or Organics) | \$ 30.20/container |
| Extra Bin Exchange (Refuse, Recycling, or Organics) | \$ 125.00/exchange |
| Contaminated Cart Fee (Refuse, Recycling, or Organics) | \$ 28.74/instance |
| Contaminated Bin Fee (Refuse, Recycling, or Organics) | \$ 56.07/instance |
| Temporary 2-Yard Bin | N/A |
| Temporary 3-Yard Bin Rental (7 Days) | \$ 108.07 |
| Temporary 4-Yard Bin | N/A |
| Temporary Bin Rental Beyond 7 Days | \$ 9.53/day |
| Relocation Fee (Temporary 3-Yard Bin) | \$ 81.05 |
| Commercial Only - Bulky Item Collection (up to four items) | \$ 57.00/collection |
| Commercial Only - Additional Bulky Item (beyond four items) | \$ 25.00/item |

Monthly Residential and Commercial Green Waste Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|------------------------|-----------|-----------|-----------|-------------|-------------|-------------|--------|
| 3-Yard Green Waste Bin | \$ 174.04 | \$ 265.42 | \$ 533.22 | \$ 710.94 | \$ 835.35 | \$ 959.72 | N/A |
| 4-Yard Green Waste Bin | \$ 239.30 | \$ 348.14 | \$ 788.11 | \$ 1,043.42 | \$ 1,298.66 | \$ 1,414.15 | NA |
| Green Waste Cart | \$ 63.80 | \$ 97.30 | \$ 195.52 | \$ 260.67 | \$ 306.29 | \$ 351.90 | N/A |
| Locking Bin (addt.) | \$ 7.30 | \$ 8.03 | \$ 8.39 | \$ 8.75 | \$ 9.12 | \$ 9.49 | N/A |

Additional Residential and Commercial Green Waste Services Rates

| | |
|-------------------------------|-------------------|
| Extra Green Waste Bin Pickup | \$ 130.53/pickup |
| Extra Green Waste Cart Pickup | \$ 48.79/pickup |
| Contaminated Cart Fee | \$ 28.74/instance |
| Contaminated Bin Fee | \$ 56.07/instance |

Residential and Commercial Roll-off Services Rates (Pull Rate Includes 6 Tons)

| | |
|---------------------------------------|-------------------|
| Standard 40-Yard Rental (7 Days) | \$ 641.90 |
| Low Boy Rental (7 Days) | \$ 796.25 |
| Compactor | \$ 738.19/pull |
| Per Ton Over 6 Tons | \$ 71.21/ton |
| Box Rental Beyond 7 Days Without Pull | \$ 113.75/day |
| Trip Charge (Dry Run, Relocation) | \$ 222.22/trip |
| Contamination Fee | \$ 56.07/instance |

Residential and Commercial Scout/Push Out Services Rates (Per Bin/Per Service)

| | |
|-----------------------|--------------|
| 0 – 25 Feet | \$ 0.00 |
| 26 – 50 Feet | \$ 20.05 |
| 51 – 75 Feet | \$ 40.09 |
| 76 – 100 Feet | \$ 60.14 |
| Greater than 100 Feet | \$ 0.20/foot |

Residential and Commercial Split Bin Services

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------------|-----------|-----------|-----------|-----------|-----------|-----------|--------|
| 3-Yard Refuse & Recycling | \$ 171.75 | \$ 218.24 | \$ 438.48 | \$ 584.57 | \$ 686.87 | \$ 789.15 | N/A |

MAXIMUM RATE SCHEDULE BEGINNING JANUARY 1, 2025

(Rates are subject to CPI adjustment per Section 24)

Monthly Residential Services Rates (Individual Containers)

| | |
|--|-------------------------------------|
| Standard Rate (1 Refuse & 1 Recycling) | \$ 18.23/month |
| Standard Rate (1 Refuse, 1 Recycling & 1 Organics) | \$ 22.23/month |
| Extra Pickup (Refuse, Recycling, or Organics) | \$ 6.51/per pickup per container |
| Additional Refuse Cart | \$ 10.56/month |
| Additional Recycling Cart | \$ 2.28/month |
| Additional Organics Cart | \$ 10.56/month |
| Extra Cart Exchange (Refuse, Recycling, or Organics) | \$ 30.95/container |
| Walk-Out Service Eligible Customers | No Charge |
| Walk-Out Service Other Customers | \$ 8.75/month |
| Contaminated Cart Fee (Refuse, Recycling, or Organics) | \$ 28.04/per instance per container |
| Organics Pail (Purchase) | \$ 7.50 /pail |

Monthly Residential Services Rates (Shared Containers)

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------|-----------|-----------|-----------|-----------|-------------|-------------|-------------|
| 2-Yard Refuse | \$ 134.51 | \$ 205.14 | \$ 412.12 | \$ 549.47 | \$ 645.67 | \$ 741.79 | N/A |
| 3-Yard Refuse | \$ 150.49 | \$ 229.46 | \$ 461.03 | \$ 614.64 | \$ 722.20 | \$ 829.74 | \$ 1,130.71 |
| 4-Yard Refuse | \$ 206.91 | \$ 300.97 | \$ 681.41 | \$ 902.08 | \$ 1,122.75 | \$ 1,222.61 | \$ 1,636.43 |
| 2-Yard Recycling | \$ 100.88 | \$ 153.85 | \$ 309.09 | \$ 412.10 | \$ 484.25 | \$ 556.34 | N/A |
| 3-Yard Recycling | \$ 112.86 | \$ 172.10 | \$ 345.77 | \$ 460.98 | \$ 541.65 | \$ 622.30 | N/A |
| 4-Yard Recycling | \$ 155.18 | \$ 225.73 | \$ 511.06 | \$ 676.56 | \$ 842.06 | \$ 916.96 | N/A |
| Locking Bin (addt.) | \$ 7.30 | \$ 8.03 | \$ 8.39 | \$ 8.75 | \$ 9.12 | \$ 9.49 | N/A |
| Cart - Refuse | \$ 94.90 | \$ 175.56 | \$ 250.17 | \$ 321.06 | \$ 389.28 | \$ 455.46 | N/A |
| Cart - Recycling | \$ 71.17 | \$ 131.67 | \$ 187.63 | \$ 240.79 | \$ 291.96 | \$ 341.59 | N/A |
| 2-Yard Organics | \$ 204.07 | \$ 311.22 | \$ 625.22 | \$ 833.61 | \$ 979.49 | \$ 1,125.32 | N/A |
| Cart Organics | \$ 74.81 | \$ 114.09 | \$ 229.25 | \$ 305.65 | \$ 359.14 | \$ 412.62 | N/A |

Monthly Commercial Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------|-----------|-----------|-----------|-----------|-------------|-------------|-------------|
| 2-Yard Refuse | \$ 134.51 | \$ 205.14 | \$ 412.12 | \$ 549.47 | \$ 645.67 | \$ 741.79 | N/A |
| 3-Yard Refuse | \$ 150.49 | \$ 229.46 | \$ 461.03 | \$ 614.64 | \$ 722.20 | \$ 829.74 | \$ 1,130.71 |
| 4-Yard Refuse | \$ 206.91 | \$ 300.97 | \$ 681.41 | \$ 902.08 | \$ 1,122.75 | \$ 1,222.61 | \$ 1,636.43 |
| 2-Yard Recycling | \$ 100.88 | \$ 153.85 | \$ 309.09 | \$ 412.10 | \$ 484.25 | \$ 556.34 | N/A |
| 3-Yard Recycling | \$ 112.86 | \$ 172.10 | \$ 345.77 | \$ 460.98 | \$ 541.65 | \$ 622.30 | N/A |
| 4-Yard Recycling | \$ 155.18 | \$ 225.73 | \$ 511.06 | \$ 676.56 | \$ 842.06 | \$ 916.96 | N/A |
| Locking Bin (addt.) | \$ 7.30 | \$ 8.03 | \$ 8.39 | \$ 8.75 | \$ 9.12 | \$ 9.49 | N/A |
| Cart - Refuse | \$ 94.90 | \$ 175.56 | \$ 250.17 | \$ 321.06 | \$ 389.28 | \$ 455.46 | N/A |
| Cart - Recycling | \$ 71.17 | \$ 131.67 | \$ 187.63 | \$ 240.79 | \$ 291.96 | \$ 341.59 | N/A |
| 2-Yard Organics | \$ 204.07 | \$ 311.22 | \$ 625.22 | \$ 833.61 | \$ 979.49 | \$ 1,125.32 | N/A |
| Cart Organics | \$ 74.81 | \$ 114.09 | \$ 229.25 | \$ 305.65 | \$ 359.14 | \$ 412.62 | N/A |

Additional Commercial and Residential Services Rates (Shared Containers)

| | |
|---|---------------------|
| Extra Cart Pickup (Refuse, Recycling, or Organics) | \$ 56.11/pickup |
| Extra Refuse Bin Pickup | \$ 112.86/pickup |
| Extra Recycling Bin Pickup | \$ 84.65/pickup |
| Extra Organics Bin Pickup | \$ 171.23/pick up |
| Extra Cart Exchange (Refuse, Recycling, or Organics) | \$ 30.95/container |
| Extra Bin Exchange (Refuse, Recycling, or Organics) | \$ 143.75/exchange |
| Contaminated Cart Fee (Refuse, Recycling, or Organics) | \$ 28.74/instance |
| Contaminated Bin Fee (Refuse, Recycling, or Organics) | \$ 56.07/instance |
| Temporary 2-Yard Bin | N/A |
| Temporary 3-Yard Bin Rental (7 Days) | \$ 110.77 |
| Temporary 4-Yard Bin | N/A |
| Temporary Bin Rental Beyond 7 Days | \$ 9.77/day |
| Relocation Fee (Temporary 3-Yard Bin) | \$ 83.08 |
| Commercial Only - Bulky Item Collection (up to four items) | \$ 57.00/collection |
| Commercial Only - Additional Bulky Item (beyond four items) | \$ 25.00/item |

Monthly Residential and Commercial Green Waste Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|------------------------|-----------|-----------|-----------|-------------|-------------|-------------|--------|
| 3-Yard Green Waste Bin | \$ 200.15 | \$ 305.23 | \$ 613.20 | \$ 817.58 | \$ 960.66 | \$ 1,103.68 | N/A |
| 4-Yard Green Waste Bin | \$ 275.19 | \$ 400.36 | \$ 906.32 | \$ 1,199.94 | \$ 1,493.46 | \$ 1,626.27 | NA |
| Green Waste Cart | \$ 73.37 | \$ 111.90 | \$ 224.84 | \$ 299.77 | \$ 352.23 | \$ 404.68 | N/A |
| Locking Bin (addt.) | \$ 7.30 | \$ 8.03 | \$ 8.39 | \$ 8.75 | \$ 9.12 | \$ 9.49 | N/A |

Additional Residential and Commercial Green Waste Services Rates

| | |
|-------------------------------|-------------------|
| Extra Green Waste Bin Pickup | \$ 150.11/pickup |
| Extra Green Waste Cart Pickup | \$ 56.11/pickup |
| Contaminated Cart Fee | \$ 28.74/instance |
| Contaminated Bin Fee | \$ 56.07/instance |

Residential and Commercial Roll-off Services Rates (Pull Rate Includes 6 Tons)

| | |
|---------------------------------------|-------------------|
| Standard 40-Yard Rental (7 Days) | \$ 674.00 |
| Low Boy Rental (7 Days) | \$ 836.06 |
| Compactor | \$ 775.09/pull |
| Per Ton Over 6 Tons | \$ 71.21/ton |
| Box Rental Beyond 7 Days Without Pull | \$ 119.44/day |
| Trip Charge (Dry Run, Relocation) | \$ 222.22/trip |
| Contamination Fee | \$ 56.07/instance |

Residential and Commercial Scout/Push Out Services Rates (Per Bin/Per Service)

| | |
|-----------------------|--------------|
| 0 – 25 Feet | \$ 0.00 |
| 26 – 50 Feet | \$ 20.05 |
| 51 – 75 Feet | \$ 40.09 |
| 76 – 100 Feet | \$ 60.14 |
| Greater than 100 Feet | \$ 0.20/foot |

Residential and Commercial Monthly Split Bin Services Rates

| Container Size/Type | 1/week | 2/week | 3/week | 4/week | 5/week | 6/week | 7/week |
|---------------------------|-----------|-----------|-----------|----------|----------|-----------|--------|
| 3-Yard Refuse & Recycling | \$ 214.69 | \$ 272.80 | \$ 548.10 | \$730.71 | \$858.59 | \$ 986.44 | N/A |

9.3
FISCAL YEARS 2023-34 CAPITAL
IMPROVEMENT PROGRAM

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: April 17, 2024 Regular Meeting

SUBJECT: Fiscal Years 2023-34 Capital Improvement Program

Recommendation

1. Receive and file a quarterly report on the status of the Fiscal Years 2023-34 Capital Improvement Program and potential amendments thereof.

AND

2. Provide input to the City Manager on potential amendments of the Fiscal Years 2023-34 Capital Improvement Program.

Background

In accordance with Administrative Policy 2.9, and in order to assist with the long-term development of funding for major capital improvement projects on public property, the City Council adopts an 11-year Capital Improvement Program (“CIP”) as a part of each two-year budget. At each fiscal year intervening two-year budget adoptions, the City Council adopts an amended CIP for the same 11-year period in order to remain eligible to receive Measure M2 (OC Go) funds.

The City uses Measure M2 (OC Go) funds to support the maintenance, operation, and construction of roads and right-of-way.

The current CIP was adopted by the City Council on June 28, 2023 for an 11-year period spanning Fiscal Year 2023-24 through Fiscal Year 2033-34.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on matters concerning the Fiscal Years 2023-34 CIP. Input is specifically sought regarding potential amendments of the Fiscal Years 2023-34 CIP, in anticipation of the City Council's consideration of an amended CIP prior to July 1, 2024.

Staff will provide a quarterly report on the status of the Fiscal Years 2023-34 CIP. The report will highlight progress toward the completion of CIP projects, as well as opportunities, needs, and challenges related to capital improvements.

CIP Projects – Under Construction

- El Toro Road and Moulton Parkway Water Quality Improvement Project: Phase 1
- El Toro Road Medians Improvement Project (El Toro Road between Moulton Parkway and Calle Sonora)

CIP Projects – Design Underway

- City Hall Complex Parking Lot Improvement Project
- City Hall Refurbishment and Safety Project: Phase 4
- El Toro Road and Moulton Parkway Water Quality Improvement Project: Phase 2
- Woods End Wilderness Preserve Trail Drainage and Improvement Project

CIP Projects – Pre-Design Underway

- City Hall Refurbishment and Safety Project: Phase 5
- Ridge Route Drive Drainage Repair Project

CIP Projects – Completed in Current Fiscal Year

- Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phases 6 and 6B
- Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 7
- City Hall Electric Vehicle Charging Infrastructure Project
- City Hall/Public Library Project
- Pavement Management Plan Project (Westbound El Toro Road between Canyon Wren and Tanager)

Fiscal Impact

This quarterly report is informational only.

Report Prepared With: April Baumgarten, Public Works Administrator

9.4

**“WE THE PEOPLE...” INSTALLATION
(AGENDIZED BY COUNCILMEMBER MOORE)**

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SUBMITTED BY COUNCILMEMBER MOORE

I am asking that we add to the agenda consideration of the Beginning of the Preamble to our Constitution "We the People....." above the entry to our City Hall.

Background:

Our Constitution documents the importance of our freedoms and the reasoning behind establishing and protecting them. The Preamble is the introduction to that famous document and the first three words confirm that the citizens are paramount . It is not a difficult concept to understand why "We the People....." Captivates United States citizens. When we place the words above our entrance we confirm the rights are for everyone not just a powerful few.

I believe the words should be on the stucco above the arch that is the entrance to City Hall (Photograph 1), at the same height as the address numbers (Photograph 2). That will catch the eye of visitors and I believe they will head to that entrance, so there will be no need to add City Hall again.

Photograph 1



Photograph 2

