

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, March 18, 2026
2:00 p.m.

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

Annie McCary
Mayor

Pearl Lee
Mayor Pro Tem

Cynthia Conners
Councilmember



Shari L. Horne
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: Public comments/testimony are accepted 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 of Laguna Woods 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 or the California Relay Service at (800) 735-2929/TTY (800) 735-2922. The City of Laguna Woods 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, the City of Laguna Woods posts agendas at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637; on the City of Laguna Woods’ 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 of Laguna Woods’ 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 except when prohibited by law.

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

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, visit www.cityoflagunawoods.org/email-notifications, email cityhall@cityoflagunawoods.org, or contact the City Clerk’s Office at (949) 639-0500. Please note that the City of Laguna Woods is not responsible for, and makes no guaranties or warranties related to, the transmission or receipt of email notifications.

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FOR ADDITIONAL INFORMATION

For additional information regarding this agenda, please contact the City Clerk’s Office at (949) 639-0500, cityhall@cityoflagunawoods.org, or 24264 El Toro Road, Laguna Woods, CA 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, CA 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.

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

3/13/26 _____
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.

To ensure each speaker is provided with an uninterrupted opportunity to speak for the full time allotted, members of the City Council and City staff are asked to reserve any responses they wish to make to public comments until after each speaker has completed their comments.

Speakers are requested, but not required, to identify themselves, both on any 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 should be clearly marked as such and may be mailed or 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 of Laguna Woods prior to 1:00 p.m. on the day of this meeting.

Written public comments/testimony will be provided to the Laguna Woods 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 of Laguna Woods may be disclosed or become a matter of public record. No party should expect privacy of such information.

REMOTE VIEWING AND/OR LISTENING OPPORTUNITIES

The City of Laguna Woods plans to offer the following remote viewing and/or listening opportunities as a courtesy for this meeting. These opportunities are not guaranteed to be operable, technically feasible, or uninterrupted. The instructions provided are not guaranteed to be correct or all-inclusive as Zoom and YouTube may modify interfaces and interfaces may differ by device or application. Members of the public who wish to ensure that they are able to view and/or listen to this meeting should attend in person.

1. Zoom (on a computer)

The City of Laguna Woods plans to live stream this meeting on Zoom (audio and/or video). **Public comments/testimony will not be accepted via Zoom.**

- Visit www.zoomgov.com
- Click on “Join” (if given an option select “by meeting ID”)
- Enter the following meeting ID: 161 548 2089
- Click on “Join”
- Open the Zoom application following the on-screen prompts
- Enter the following meeting passcode: 24264
- Follow any additional prompts and enter information as required by Zoom

Parties are advised that information they provide to Zoom may be publicly visible and/or visible to the City of Laguna Woods and others. No party should expect privacy of such information.

2. Zoom (on a telephone)

The City of Laguna Woods plans to live stream this meeting on Zoom (audio and/or video). **Public comments/testimony will not be accepted via Zoom.**

- Call (669) 216-1590
- Follow the prompts and provide the information required by Zoom
- When prompted for a meeting ID enter 161 548 2089
- There is no participant ID; follow prompts to bypass
- If asked for a passcode enter 24264

Parties are advised that their telephone number and information provided to Zoom may be publicly visible and/or visible to the City of Laguna Woods and others. No party should expect privacy of such information.

3. YouTube

The City of Laguna Woods plans to live stream this meeting on YouTube (audio and/or video). **Public comments/testimony will not be accepted via YouTube.**

- Visit www.youtube.com/@cityoflagunawoods
- Click on “Live”
- Click on “Laguna Woods Channel 3”

Parties are advised that information they provide to YouTube may be publicly visible and/or visible to the City of Laguna Woods and others. No party should expect privacy of such information.

4. Cable Television

The City of Laguna Woods plans to broadcast this meeting on cable television Channel 3 within Laguna Woods Village (audio and/or video). **Public comments/testimony will not be accepted via cable television Channel 3.**

I. CALL TO ORDER

Introductory Notes: 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 determined by the City Council.

To ensure each speaker is provided with an uninterrupted opportunity to speak for the full time allotted, members of the City Council and City staff are asked to reserve any responses they wish to make to public comments until after each speaker has completed their comments.

Speakers are requested, but not required, to identify themselves, both on any 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.

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 American Red Cross Month – March 2026

Recommendation: Approve and present the proclamation.

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. As a reminder, each speaker will have the opportunity to speak once for up to three minutes, unless otherwise determined by the City Council.

To ensure each speaker is provided with an uninterrupted opportunity to speak

for the full time allotted, members of the City Council and City staff are asked to reserve any responses they wish to make to public comments until after each speaker has completed their comments.

Please note that, pursuant to state law, the City Council is unable to take action on or discuss items not appearing on this agenda, but may briefly respond to statements made or questions posed by speakers. The City Council may also refer items to City staff for follow up or response, request that City staff report back to the City Council at a subsequent meeting concerning items, or direct City staff to place items on a future agenda.

VI. CITY TREASURER'S REPORT

6.1 City Treasurer's Report

Recommendation: Receive and file the City Treasurer's Report for the month of February 2026.

VII. CONSENT CALENDAR

About the Consent Calendar: All items appearing on the Consent Calendar are considered by the City Manager to be 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 any item appearing on the Consent Calendar at the time the item is considered, regardless of whether or not the item has been removed from the Consent Calendar.

Items that are removed from the Consent Calendar will be considered after the items remaining on the Consent Calendar.

7.1 City Council Minutes

Recommendation: Approve the City Council meeting minutes for the regular meeting on February 18, 2026 and the adjourned regular meeting on February 24, 2026.

7.2 Payment Register

Recommendation: Approve the payment register dated March 18, 2026 in

the amount of \$784,903.28.

7.3 City Engineering Services

Recommendation: Approve an amendment of the agreement with NV5, Inc. for city engineering services and authorize the City Manager to execute the amendment, subject to approval as to form by the City Attorney.

7.4 National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement

Recommendation: Approve an amended and restated National Pollutant Discharge Elimination System stormwater permit implementation agreement with the County of Orange, the Orange County Flood Control District, and the cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, La Habra, La Palma, Los Alamitos, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda, and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

7.5 Street, Right-of-Way, and Infrastructure Maintenance Services

Recommendation:

1. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for the proposed extension of the agreement with PV Maintenance, Inc.

AND

2. Approve an extension of the agreement with PV Maintenance, Inc. for street, right-of-way, and infrastructure maintenance services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

7.6 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.

7.7 General Plan Annual Report

Recommendation:

1. Receive and file the General Plan Annual Report prepared to satisfy the requirements of California Government Code Section 65400(a)(2) for the 2025 calendar year.

AND

2. Direct the City Manager to file the General Plan Annual Report for the 2025 calendar year with the Governor's Office of Land Use and Climate Innovation (formerly the Governor's Office of Planning and Research) and the California Department of Housing and Community Development no later than April 1, 2026.

7.8 Rejection of Claim Against the City

Recommendation: Reject the following claim against the City:

Claimant: Maria Casallas Garcia
Date of Loss: 12/26/2025
Claim Filing Date: 03/05/2026
City File Number: CJP-3056182

7.9 City Council Travel Reimbursement
(agendized by Councilmember Conners)

Recommendation: Authorize expenditures from the existing City Council Department budget for mileage to and from Councilmember Conners' home and the Gaylord Pacific Resort in Chula Vista, California, for Councilmember Conners to participate in the California Joint Powers Insurance Authority's Elected Officials Summit, April 29-May 1, 2026, in a total amount not to exceed \$140.

VIII. PUBLIC HEARINGS

8.1 Emergency Management Ordinance

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 7.04 OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO EMERGENCY MANAGEMENT INCLUDING, BUT NOT LIMITED TO, ORGANIZATION, FUNCTION, POWERS, AND DUTIES; AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

IX. CITY COUNCIL BUSINESS

9.1 Wildlife Feeding Regulations

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 SECTION 5.20.070 OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO THE PROHIBITION OF FEEDING OR TAKING ANY OTHER ACTION WHICH IS REASONABLY LIKELY TO PROVIDE SUSTENANCE FOR COYOTES, RODENTS, VERMIN, OR OTHER WILDLIFE, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

9.2 Solid Waste Handling Services

Recommendation:

1. Pursuant to Section 24.5 of the agreement with CR&R Incorporated for solid waste handling services, consider CR&R Incorporated's discretionary adjustment request to increase the maximum rates it can charge customers due to increased solid waste disposal rates for the County of Orange's landfills and solid waste infrastructure.

AND

2. Due to the discretionary adjustment request being a result of actions of the County of Orange and not CR&R Incorporated, approve CR&R Incorporated's request to waive the \$5,000.00 non-refundable payment otherwise required to be paid to the City by CR&R Incorporated prior to consideration of the discretionary adjustment request, pursuant to Section 24.5 of the agreement with CR&R Incorporated for solid waste handling services.

AND

3. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF A SIXTH AMENDMENT OF THE AGREEMENT WITH CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES INCLUDING, BUT NOT LIMITED TO, INCREASES IN MAXIMUM RATES THAT CAN BE CHARGED BY CR&R INCORPORATED TO CUSTOMERS, AND DETERMINING AND CERTIFYING THAT THE SIXTH AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

9.3 250th Anniversary of the Declaration of Independence
(agendized by Councilmember Moore)

Recommendation: Provide direction to staff regarding activities to commemorate and celebrate the 250th anniversary of the Declaration of Independence and the birth of the United States of America including, but not limited to, the potential installation of a street clock at 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 of Laguna Woods and meetings attended at the expense of the City of Laguna Woods 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

Mayor McCary, First Alternate: Mayor Pro Tem Lee, Second Alternate: Councilmember Conners

10.2 Orange County Fire Authority

Councilmember Horne

10.3 Orange County Library Advisory Board

Councilmember Moore; Alternate: Mayor McCary

10.4 Orange County Mosquito and Vector Control District

Mayor Pro Tem Lee

10.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Conners; Alternate: Mayor Pro Tem Lee

10.6 South Orange County Watershed Management Area

Councilmember Moore; Alternate: Mayor McCary

10.7 Liaisons to Laguna Woods Community Bridge Builders

Mayor McCary and Councilmember Horne

10.8 Other Comments and Reports

- League of California Cities (Cal Cities) Orange County Division Meeting, March 12, 2026 – Councilmember Moore
- Other Comments and Reports

XI. CLOSED SESSION

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

XII. CLOSED SESSION REPORT

XIII. ADJOURNMENT

Next Regular Meeting: Wednesday, April 15, 2026 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, CA 92637

4.1
AMERICAN RED CROSS MONTH
– MARCH 2026

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City of Laguna Woods
**American
Red Cross Month
March 2026**

Proclamation

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim March 2026 as “American Red Cross Month” in the City of Laguna Woods and supports the humanitarian mission and accomplishments of the American Red Cross in our city as well as the nation and around the world.

Dated this 18th day of March 2026

Annie McCary
Mayor

Attest: Yolie Trippy
City Clerk

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6.1
CITY TREASURER'S REPORT

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City Treasurer's Report Monthly Financial Snapshot

Financial Assets IN THE BANK as of February 28, 2026

BY FUND

General Fund (Operating) \$6,614,874

General Fund (Reserves) \$4,651,600

The General Fund 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 are also included in the General Fund.

Special Revenue Funds \$3,178,516

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) \$14,444,990

BY INVESTMENT TYPE

Cash and Cash Equivalents \$590,645
4.09% of portfolio

Pooled Money Investment Accounts \$7,543,870
52.22% of portfolio

This includes investments in a state government investment pool and in the California Asset Management Program pool.

Investments - Earning \$6,310,475
43.69% of portfolio

This includes certificates of deposit.

Total (All Funds) \$14,444,990

Financial Assets HELD IN TRUST FUNDS as of February 28, 2026

California Employers' Pension Prefunding Trust Fund (CEPPT) \$603,465

• **New Contributions \$0**

• **Gain/(Loss) from Month Prior \$13,860**

The CEPPT is used to prefund employee pension obligations.

California Employers' Retiree Benefit Trust Fund (CERBT) \$166,500

• **New Contributions \$0**

• **Gain/(Loss) from Month Prior \$4,218**

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

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

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City of Laguna Woods
City Treasurer's Report
For the Month Ended February 28, 2026

ITEM 6.1

CASH AND INVESTMENTS

	Beginning Balances As of 01/31/26	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 02/28/26	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	\$ 824,967	\$ 493,386	\$ (784,903)	\$ -	\$ 533,450	3.69%	
Money Market Funds, Multi-Bank Securities (MBS) Account (Note 4)	\$ 17,890	\$ 9,479	\$ (18,790)	\$ -	\$ 8,579	0.06%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 37,069	\$ 18,811	\$ (9,479)	\$ -	\$ 46,401	0.32%	
Petty Cash	\$ 800	\$ -	\$ -	\$ -	\$ 800	0.01%	
Laguna Woods Civic Support Fund Checking Account	\$ 1,414	\$ -	\$ -	\$ -	\$ 1,414	0.01%	
Total Cash and Cash Equivalents	\$ 882,140	\$ 521,677	\$ (813,172)	\$ -	\$ 590,645	4.09%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF - fair value) (Notes 2 and 3)	\$ 3,879,013	\$ -	\$ -	\$ (3,734)	\$ 3,875,278	26.83%	
California Asset Management Program (CAMP - fair value) (Notes 2 and 3)	\$ 3,657,851	\$ 10,741	\$ -	\$ -	\$ 3,668,592	25.40%	
Total Pooled Money Investment Accounts	\$ 7,536,863	\$ 10,741	\$ -	\$ (3,734)	\$ 7,543,870	52.22%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit - non-negotiable (fair value) (Note 2)	\$ 6,314,235	\$ -	\$ -	\$ (3,759)	\$ 6,310,476	43.69%	
Total Investments - Interest and Income Bearing	\$ 6,314,235	\$ -	\$ -	\$ (3,759)	\$ 6,310,476	43.69%	90.00%
TOTAL	\$ 14,733,238	\$ 532,418	\$ (813,172)	\$ (7,494)	\$ 14,444,990	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (2,643,653)	\$ 3,177,102	\$ 533,450
Money Market Funds, MBS Account	\$ 8,579	\$ -	\$ 8,579
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 46,401	\$ -	\$ 46,401
Petty Cash	\$ 800	\$ -	\$ 800
LAIF	\$ 3,875,278	\$ -	\$ 3,875,278
CAMP	\$ 3,668,592	\$ -	\$ 3,668,592
Certificates of Deposit	\$ 6,310,476	\$ -	\$ 6,310,476
Laguna Woods Civic Support Fund Checking Account	\$ -	\$ 1,414	\$ 1,414
Totals	\$ 11,266,474	\$ 3,178,517	\$ 14,444,990

(See NOTES on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
For the Month Ended February 28, 2026

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
Certificate of Deposits (CDs, Federal Deposit Insurance Corporation (FDIC) Insured)														
59524LAA4	2023-1	MID CAROLINA CR UN	36 months	03/07/23	03/13/23	200,000	200,148	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	245,186	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	245,833	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	244,549	245,000	3.150	Monthly	07/24/22	Green*	3.150	06/24/26
15643VAH5	2025-9	CENTRIS FED CR UN	12 months	09/26/25	10/03/25	245,000	245,071	245,000	3.900	Monthly	11/03/25	Green*	3.900	10/05/26
2546733P9	2023-5	CAPITAL ONE NATL ASSN (Note 4)	48 months	03/30/23	04/05/23	245,000	247,653	245,000	4.800	Semi-Annual	10/05/23	Green***	4.800	04/05/27
06051XSZ6	2025-2	BANK OF AMERICA NA	24 months	04/04/25	04/10/25	245,000	245,625	245,000	4.000	Semi-Annual	10/10/25	Green*	4.000	04/12/27
84464PCD7	2025-4	SOUTHPOINT BK	24 months	04/24/25	04/29/25	235,000	235,627	235,000	4.000	Monthly	05/29/25	Green***	4.000	04/29/27
50625LBN2	2022-3	LAFAYETTE FED CR	60 months	05/24/22	06/15/22	245,000	243,408	245,000	3.250	Monthly	07/15/22	Green***	3.250	06/15/27
33715LFS4	2024-7	FIRST TECHNOLOGY FED CR UN	36 months	08/13/24	08/21/24	245,000	246,142	245,000	4.100	Monthly	09/21/24	Green***	4.100	08/21/27
05612LED0	2025-3	BMW BK NORTH AMERICA	30 months	04/04/25	04/11/25	245,000	245,733	245,000	4.000	Semi-Annual	10/11/25	Green***	4.000	10/12/27
14042RUX7	2022-5	CAPITAL ONE NATL ASSN	60 months	10/06/22	10/13/22	245,000	247,560	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	245,936	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	202,970	200,000	4.600	Monthly	04/08/23	Green*	4.600	03/08/28
919853QJ3	2025-5	VALLEY NATL BK	36 months	05/08/25	05/13/25	245,000	245,806	245,000	4.000	Semi-Annual	11/13/25	Green***	4.000	05/15/28
89854LAD5	2023-8	TTCU FED CR UN	60 months	07/19/23	07/26/23	245,000	251,586	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	254,611	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	248,222	245,000	4.300	Semi-Annual	09/13/24	Green***	4.300	03/13/29
88241TVY3	2025-7	TEXAS EXCHANGE BK	48 months	05/08/25	05/16/25	245,000	246,201	245,000	4.000	Monthly	06/16/25	Green*	4.000	05/23/29
89235MPP0	2024-4	TOYOTA FINL SVGS BK	60 months	06/04/24	06/13/24	245,000	250,929	245,000	4.650	Semi-Annual	12/13/24	Green*	4.650	06/13/29
52171MAN5	2024-8	LEADERS CR UN	60 months	08/13/24	08/30/24	245,000	246,154	245,000	4.000	Monthly	09/30/24	Green***	4.000	08/30/29
02589AGD8	2025-1	AMERICAN EXPRESS NATL BK	60 months	01/23/25	01/29/25	245,000	247,663	245,000	4.200	Semi-Annual	07/29/25	Green***	4.200	01/29/30
05584CXB7	2025-6	BNY MELLON NATL ASSN	60 months	05/08/25	05/14/25	245,000	244,863	245,000	3.900	Semi-Annual	11/14/25	Green***	3.900	05/14/30
58404DXQ9	2025-8	MEDALLION BK	60 months	05/12/25	05/22/25	245,000	246,374	245,000	4.050	Monthly	06/22/25	Green***	4.050	05/22/30
38151PAL5	2025-10	GOLDMAN SACHS BK	60 months	09/30/25	10/08/25	245,000	243,091	245,000	3.750	Semi-Annual	04/08/26	Green*	3.750	10/08/30
61776NE82	2025-11	MORGAN STANLEY PRIVATE BANK	60 months	11/13/25	11/19/25	245,000	243,535	245,000	3.800	Semi-Annual	05/19/25	Green***	3.800	11/19/30
		Accrued Interest - Month End					46,401							
Total CDs						6,270,000	6,356,877	6,270,000						

(*) 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	3,869,739	3,875,278	3,869,739	Note 3	Quarterly	N/A	N/A	N/A	N/A
N/A	N/A	California Asset Management Program (CAMP)	N/A	Various	Various	3,668,592	3,668,592	3,668,592	Note 3	Monthly	N/A	N/A	N/A	N/A
Total PMIA						7,538,330	7,543,870	7,538,330						

(See NOTES on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
For the Month Ended February 28, 2026

ITEM 6.1

CASH AND INVESTMENTS

	Beginning Balances As of 01/31/26	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 02/28/26
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (Note 2) (CERBT holds all assets and administers the OPEB Trust)	\$ 162,282	\$ -	\$ (9)	\$ 4,227	\$ 166,500
Employer Pension Contributions Trust					
CalPERS California Employers' Pension Prefunding Trust (CEPPT) (Note 2) (CEPPT holds all assets and administers the Employer Pension Contributions Trust)	\$ 589,605	\$ -	\$ (105)	\$ 13,965	\$ 603,465
Total Other Funds - Held in Trust	<u>\$ 751,887</u>	<u>\$ -</u>	<u>\$ (114)</u>	<u>\$ 18,192</u>	<u>\$ 769,965</u>

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



City of Laguna Woods
City Treasurer's Report
For the Month Ended February 28, 2026

CASH AND INVESTMENTS

Notes:

Note 1 - Analyzed Checking Account / Monthly activity reported does not reflect February 2026 vendor invoicing processed after the date of this report.

Note 2 - During February 2026, 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, as previously adjusted for fair market value, was adjusted by (\$3,734.39) to reflect the fair market value of the investment at December 31, 2025. In total, the balance includes an adjustment in the amount of \$5,539.57 to reflect fair market value.

CAMP / The City made no deposits to or withdrawals from the CAMP account. Interest earned and posted in February 2026 was \$10,740.92.

Investments / There were no maturities of investments. Investments were adjusted in the amount of (\$3,759.30) to report balances at fair market value as of February 28, 2026.

OPEB Trust / The City made no contributions to or withdrawals from the OPEB Trust. The OPEB Trust experienced a net gain of \$4,217.91 in February 2026.

Employer Pension Contributions Trust / The City made no contributions to or withdrawals from the CEPPT account. The Trust experienced a net gain of \$13,859.66 in February 2026.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported in February 2026 net of related fees were:

Pool	Earnings Post	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month Gross Yield	Current Month / Quarter Earnings Will Post	Notes
LAIF	Quarterly	\$0.00	See Notes	3.871%	April 2026	The pool interest yield for February 2026 was 3.871% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
CAMP	Monthly	\$10,740.92	February 28, 2026	3.830%	March 2026	The monthly distribution yield for February 2026 was 3.830%. Earnings are paid on a monthly basis.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$9,478.78 and transferred out \$18,789.71 in Money Market Funds balances to the City's checking account in February 2026. Money Market Funds to be invested or paid out are classified separately on page 1 of 4. The Money Market Funds 30-day yield at February 28, 2026 was 2.72%. The City's portfolio also has \$46,401.25 in accrued interest, not yet vested.

The Capital One Certificate of Deposit with CUSIP #2546733P9 was originally purchased from Discover Bank, however, in Fiscal Year 2024-25 both companies merged. This CD will remain fully insured by the FDIC, separately from other Capital One CD investments.

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: 2026.03.12
 17:16:08 -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 Members of the City Council

FROM: Christopher Macon, City Manager

FOR: March 18, 2026 City Council Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the March 18, 2026 Consent Calendar by single motion and City Council action.

Background

All items appearing on the Consent Calendar are considered by the City Manager to be 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 any item appearing on the Consent Calendar at the time the item is considered, regardless of whether or not the item has been removed from the Consent Calendar.

Items that are removed from the Consent Calendar will be considered after the items remaining on the Consent Calendar.

Summary

The March 18, 2026 Consent Calendar contains the following items:

- 7.1 Approval of the City Council meeting minutes for the regular meeting on February 18, 2026 (Attachment A) and the adjourned regular meeting on February 24, 2026 (Attachment B).
- 7.2 Approval of the payment register dated March 18, 2026 in the amount of \$784,903.28.

A list of payments is included in the agenda packet; detailed information about individual payments is available at or from City Hall.

- 7.3 Approval of an amendment of the agreement with NV5, Inc. for city engineering services and authorization for the City Manager to execute the amendment, subject to approval as to form by the City Attorney. The proposed amendment would add new rates for surveying crews larger and smaller than the size presently included in the agreement, which is necessary to contract for the consultant services appropriate to assignments of varying size and scope.
- 7.4 Approval of an amended and restated National Pollutant Discharge Elimination System stormwater permit implementation agreement with the County of Orange, the Orange County Flood Control District, and the cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, La Habra, La Palma, Los Alamitos, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda, and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The City has been a signatory to the National Pollutant Discharge Elimination System (“NPDES”) stormwater permit implementation agreement since 1999. The proposed agreement would amend and restate the existing agreement to reflect current regulatory requirements, administrative practices, and programmatic needs, as well as incorporate an expanded role for city manager consultation and involvement. The proposed agreement would continue the collaborative approach amongst the County of Orange, Orange County Flood Control District, and Orange County cities to implement regional stormwater management strategies, while also adding flexibility in designing and developing watershed-specific strategies, programs, and projects using corresponding shared cost sub-budget scales.
- 7.5 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for the proposed extension of the agreement with PV Maintenance, Inc. The City’s procurement regulations generally require competitive bidding when the estimated cost of services is \$25,000 or more over the term of the agreement, but allow for the waiver of those provisions at the discretion of the City Council. PV Maintenance has provided street, right-of-way, and infrastructure maintenance services to the City since January 2013 and is currently providing those services under an agreement that ends on June 30, 2026. PV Maintenance has offered to continue existing pricing with no increase in rates through June 30, 2026, subject to the City’s agreement. The agreement for street, right-of-way, and infrastructure maintenance services was most recently subject to a competitive procurement process in 2017, during which the City was unable to reach mutually agreeable terms with the sole entity that submitted a proposal (County of Orange). The City subsequently entered into an agreement with PV Maintenance and later

agreed to a five-year extension with no increase in rates. Due to PV Maintenance’s performance to date and the proposed stability in pricing, staff recommends waiving competitive bidding requirements for the proposed extension.

AND

[2] Approval of an extension of the agreement with PV Maintenance, Inc. for street, right-of-way, and infrastructure maintenance services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a five-year period through June 30, 2031 with no increase in rates or other changes to terms and conditions.

- 7.6 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 5, 2026 with proposals due by February 27, 2026. Three proposals were received (Great Scott Tree Service, United Pacific Services, and West Coast Arborists). After reviewing all proposals, staff recommends that the City Council award the proposed 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 present (the agreement will end on March 31, 2026). 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. The term of the proposed agreement is for one year, beginning on April 1, 2026 through March 31, 2027.

Table 1: Cost Proposals Received – Tree Pruning & Removal Services

Proposer	Tree Pruning	Tree Removal	Total
Great Scott Tree Service	\$69,823.00	\$2,320.00	\$72,143.00
United Pacific Services	\$59,160.00	\$3,095.00	\$62,255.00
West Coast Arborists	\$55,896.00	\$3,915.00	\$59,811.00

- 7.7 [1] Receive and file the General Plan Annual Report prepared to satisfy the requirements of California Government Code Section 65400(a)(2) for the 2025 calendar year.

AND

[2] Direction for the City Manager to file the General Plan Annual Report for the 2025 calendar year with the Governor’s Office of Land Use and Climate Innovation (formerly the Governor’s Office of Planning and Research) and the California Department of Housing and Community Development no later than April 1, 2026.

State law requires the City to file a report describing the status of General Plan implementation with the City Council, Governor’s Office of Planning and Research, and California Department of Housing and Community Development no later than April 1 of each year [California Government Code Section 65400(a)(2)]. An electronic version of the Housing Element-related attachments is available at or from City Hall.

7.8 Rejection of the following claim against the City:

Claimant: Maria Casallas Garcia
Date of Loss: 12/26/2025
Claim Filing Date: 03/05/2026
City File Number: CJP-3056182

The subject claim against the City involves allegations regarding a tree that collapsed on a vehicle traveling on El Toro Road near Avenida Sevilla. The City did not own or maintain the tree in question. City staff and Athens Program Insurance Services, LLC, the City’s third-party claims administrator, recommend rejection of the claim.

7.9 Authorization for expenditures from the existing City Council Department budget for mileage to and from Councilmember Conners’ home and the Gaylord Pacific Resort in Chula Vista, California, for Councilmember Conners to participate in the California Joint Powers Insurance Authority’s Elected Officials Summit, April 29-May 1, 2026, in a total amount not to exceed \$140. Councilmember Conners plans to attend the California Joint Powers Insurance Authority’s (“CJPIA”) Elected Officials Summit. CJPIA covers the cost of lodging and food, but not mileage. More information on the Elected Officials Summit is available at <https://cjpia.org/training/academies>.

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
February 18, 2026
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

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

II. ROLL CALL

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

All councilmembers participated in-person at the meeting location.

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

All staff participated in-person at the meeting location.

III. PLEDGE OF ALLEGIANCE

Ryan Bishop, Division Chief, Orange County Fire Authority, led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 African American History Month – February 2026

City Clerk Trippy read the proclamation.

Vicki Johnson, resident, expressed support for the proclamation.

Mike Raugh, resident, expressed support for the proclamation.

Councilmembers made comments.

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

Mayor McCary called for a brief recess.

The meeting was called back to order at 2:14 p.m.

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Vicki Johnson, resident, commented on the Orange County Power Authority and provided additional written public comments.

Mike Raugh, resident, commented on the Orange County Power Authority.

City Clerk Trippy read written public comments submitted by Robyn Rose, resident, regarding coyote activity and the City’s response to the same.

Mayor McCary called for a brief recess.

The meeting was called back to order at 2:31 p.m.

VI. CITY TREASURER’S REPORT

6.1 City Treasurer Report

City Manager Macon made a presentation and responded to questions from Councilmember Moore.

Moved by Councilmember Conners, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to receive and file the City Treasurer’s Report for the month of January 2026.

6.2 Quarterly Financial Report.

City Manager Macon made a presentation and responded to a question from Mayor McCary.

Mike Raugh, resident, asked about General Fund transfers out.

City Manager Macon briefly responded to Mr. Raugh’s comments.

Moved by Councilmember Conners, seconded by Councilmember Horne, and carried unanimously on a 5-0 vote, to receive and file the Quarterly Financial Report for the second quarter of Fiscal Year 2025-26.

VII. CONSENT CALENDAR

Moved by Councilmember Horne, seconded by Councilmember Conners, 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 regular meeting on January 21, 2026 and the special meeting on February 4, 2026.

7.2 Payment Register

Approved the payment register dated February 18, 2026 in the amount of \$1,135,425.31.

7.3 Statewide Trash Provisions (Orders)

Waived the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding and authorized the City Manager to enter into agreements with consultants to provide professional services related to the City’s legal obligations to comply with the State Water Resources Control Board’s Statewide Trash Provisions, subject to approval as to form by the City Attorney and the availability of sufficient budgeted funds, through June 30, 2026.

7.4 Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 9B

1. Approved the final record plans and specifications reflecting completion of the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 9B” as prepared by the project engineer.

AND

2. Accepted project completion of the contract agreement with Hardy & Harper, Inc. for the construction of the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 9B” and authorized the City Manager to execute and record, or cause to be executed and recorded, a notice of completion with the County of Orange.

AND

3. Authorized the City Manager to release the contract retention payment withheld per state law, and exonerate project posted bonds, for the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 9B,” 35 days following recordation of the notice of completion with the County of Orange, to the extent allowed by state law.

7.5 Waste Infrastructure System Enterprise Agreement

Approved the Waste Infrastructure System Enterprise Agreement (which establishes solid waste disposal rates and services related to the County of Orange’s landfills and solid waste infrastructure) with the County of Orange and authorized the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

VIII. PUBLIC HEARINGS

- 8.1 Conditional Use Permit CUP-2025-0005, a request by We Architects Group for approval of a conditional use permit amending Conditional Use Permit CUP00-02 to allow for the establishment of a medical clinic use and alternative provisions to off-street parking regulations resulting in a reduction in available off-street parking stalls at 24301 Paseo De Valencia, Laguna Woods, CA 92637

City Manager Macon made a presentation.

Mayor McCary opened the public hearing.

Kathryn Freshley, resident, asked for clarification regarding emergency services.

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

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

Councilmembers discussed the item and staff responded to questions.

An unidentified representative of the property owner briefly responded to a question from Councilmember Moore.

Moved by Councilmember Conners, seconded by Councilmember Moore, 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, APPROVING CONDITIONAL USE PERMIT CUP-2025-0005 TO AMEND CONDITIONAL USE PERMIT CUP00-02 TO ALLOW FOR THE ESTABLISHMENT OF A MEDICAL CLINIC USE AND ALTERNATIVE PROVISIONS TO OFF-STREET PARKING REGULATIONS RESULTING IN A REDUCTION IN AVAILABLE OFF-STREET PARKING STALLS AT 24301 PASEO DE VALENCIA, LAGUNA WOODS, CA 92637, AND DETERMINING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15301 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

- 8.2 Wildlife Feeding Regulations

City Manager Macon made a presentation.

Mayor McCary opened the public hearing.

Mike Raugh, resident, spoke in opposition to the proposed use of surveillance cameras.

City Manager Macon and Councilmember Moore briefly responded to Mr. Raugh’s comments.

Vicki Johnson, resident, spoke in support of limitations on any use of surveillance cameras.

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

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

Councilmembers discussed the item and staff responded to questions.

City Manager Macon proposed revised language for Section 5.20.070(d) of the proposed code amendments, to help address concerns regarding surveillance cameras.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTION 5.20.070 OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO THE PROHIBITION OF FEEDING OR TAKING ANY OTHER ACTION WHICH IS REASONABLY LIKELY TO PROVIDE SUSTENANCE FOR COYOTES, RODENTS, VERMIN, OR OTHER WILDLIFE, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

with Section 5.20.070(d) of the proposed code amendments revised to read:

“(d) *Use of technology.* The City Manager may use surveillance cameras and similar technology to identify violations of this section, provided such technology is not directly linked to any law enforcement database. The use of technology shall comply with all applicable federal, state, and local laws. No surveillance camera shall be affixed to or installed on any private property on a permanent basis or without authorization of the property owner of record for the parcel where it is to be placed. Recorded footage from surveillance cameras shall be retained for periods of no more than seven calendar days, unless otherwise required by applicable federal or state law or necessary for actual or pending enforcement action.”

IX. CITY COUNCIL BUSINESS

9.1 City Council Salary and Expense Reimbursement

City Manager Macon made a presentation.

Moved by Councilmember Conners, seconded by Councilmember Horne, and carried on a 4-1 vote, with Councilmember Moore voting no, to:

1. Approve the second reading and adopt an ordinance – read by title with further reading waived – titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 2.02 OF THE LAGUNA WOODS MUNICIPAL CODE INCREASING THE SALARY THAT EACH MEMBER OF THE CITY COUNCIL IS ELIGIBLE TO RECEIVE AND THE EXPENSES INCURRED IN THE PERFORMANCE OF OFFICIAL DUTIES THAT EACH MEMBER OF THE CITY COUNCIL IS ELIGIBLE TO BE REIMBURSED FOR, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

AND

2. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2025-27 BUDGET AND WORK PLAN FOR FISCAL YEAR 2025-26 COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026, AND FISCAL YEAR 2026-27 COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027, INCREASING GENERAL FUND APPROPRIATIONS TO PROVIDE INCREASED SALARIES MEMBERS OF THE CITY COUNCIL ARE ELIGIBLE TO RECEIVE

9.2 Employee Positions, Compensation, and Benefits

City Manager Macon made a presentation.

Councilmembers discussed the item.

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

1. Approve a modified job classification for the following City employee position:
Assistant to the City Manager.

AND

2. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 25-31, AND ESTABLISHING AND MODIFYING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES, INCLUDING THE CITY MANAGER AND OTHER LOCAL AGENCY EXECUTIVES AS DEFINED IN CALIFORNIA GOVERNMENT CODE SECTION 3511.1

X. CITY COUNCIL REPORTS AND COMMENTS

10.1 Coastal Greenbelt Authority

Mayor McCary stated that the next meeting will take place in March.

10.2 Orange County Fire Authority

Councilmember Horne provided a report, including display of a flyer.

Mayor McCary briefly commented on the update.

Ryan Bishop, Division Chief, Orange County Fire Authority, introduced himself.

10.3 Orange County Library Advisory Board

Councilmember Moore provided a report, including a PowerPoint presentation.

Councilmember Horne left the meeting at 4:00 p.m. and returned shortly thereafter.

10.4 Orange County Mosquito and Vector Control District

Mayor Pro Tem Lee stated that the next meeting will take place tomorrow.

10.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Connors provided a report.

Mayor Pro Tem Lee left the meeting at 4:05 p.m. and returned shortly thereafter.

10.6 South Orange County Watershed Management Area

Councilmember Moore provided a report.

10.7 Liaisons to Community Bridge Builders

No report

10.8 Other Comments and Reports

ITEM 7.1 – Attachment A

Mayor McCary provided a report on the League of California Cities (Cal Cities) Community Services Policy Committee that took place on January 22, 2026.

Councilmember Moore commented on her participation in the recent Point in Time Count.

Mayor McCary briefly responded to Councilmember Moore's comments.

City Manager Macon briefly responded to a question from Councilmember Moore.

Councilmember Connors commented on the upcoming Japanese Day of Remembrance.

XI. CLOSED SESSION – None

XII. CLOSED SESSION REPORT – None

XIII. ADJOURNMENT

The meeting was adjourned at 4:18 p.m. The next adjourned regular meeting will be at 12:30 p.m. on Wednesday, February 24, 2026 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637. The next regular meeting will be at 2:00 p.m. on Wednesday, March 18, 2026 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: March 18, 2026

ANNIE MCCARY, Mayor

**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
ADJOURNED REGULAR MEETING
February 24, 2026
12:30 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor McCary called the Adjourned Regular Meeting of the City Council of the City of Laguna Woods to order at 12:30 p.m.

II. ROLL CALL

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

All councilmembers participated in-person at the meeting location.

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

All staff participated in-person at the meeting location.

III. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Lee led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS – None

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS – None

VI. CITY TREASURER’S REPORT – None; the monthly City Treasurer’s Report was provided at the regular meeting on February 18, 2026

VII. CONSENT CALENDAR

Moved by Councilmember Horne, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 7.1-7.2.

7.1 Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 9

1. Approved the final record plans and specifications reflecting completion of the

“Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 9” as prepared by the project engineer.

AND

2. Accepted project completion of the contract agreement with CT&T Concrete Paving, Inc. for the construction of the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 9” and authorized the City Manager to execute and record, or cause to be executed and recorded, a notice of completion with the County of Orange.

AND

3. Authorized the City Manager to release the contract retention payment withheld per state law, and exonerate project posted bonds, for the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 9,” 35 days following recordation of the notice of completion with the County of Orange, to the extent allowed by state law.

7.2 Distribution of the Ralph M. Brown Act

Received and filed a copy of the Ralph M. Brown Act (Chapter 9 of Part 1 Division 2 of the Title 5 of the California Government Code), as required by California Government Code Section 54952.7.

VIII. PUBLIC HEARINGS – None

IX. CITY COUNCIL BUSINESS

9.1 Fiscal Years 2026-36 Pavement Management Plan

City Manager Macon made a presentation.

Councilmember Moore left the meeting at 12:48 p.m. and returned shortly thereafter.

Councilmembers discussed the item and staff responded to questions.

Moved by Councilmember Conners, seconded by Councilmember Horne, 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, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM, ADOPTING A PAVEMENT MANAGEMENT PLAN FOR FISCAL YEARS 2026-

27 THROUGH 2035-36, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

AND

2. Direct staff to advance the Fiscal Years 2026-36 Pavement Management Plan’s proposed project for Fiscal Year 2027-28 to be completed together with the proposed project for Fiscal Year 2026-27 in Fiscal Year 2026-27.

9.2 City Hall Refurbishment and Safety Project: Phase 5

City Manager Macon made a presentation.

Councilmembers discussed the item and staff responded to questions.

9.3 Commercial Objective Design Standards Project

City Manager Macon introduced the item.

Andrew Watkins, JZMK Partners, made a presentation.

Councilmembers discussed the item.

Staff and Mr. Watkins asked and responded to questions.

Councilmember Horne left the meeting at 2:11 p.m. and returned shortly thereafter.

Mayor Pro Tem Lee left the meeting at 2:16 p.m. and returned shortly thereafter.

Dennis Harper, resident, commented on the project’s community workshop, expressed interest in additional places for residents to gather, and commented on the formation of an ad hoc committee of the Golden Rain Foundation of Laguna Woods.

Moved by Councilmember Moore, seconded by Councilmember Conners, and carried unanimously on a 5-0 vote, to waive the provisions set forth in the Laguna Woods Municipal Code Section 3.06.080 (c) related to competitive bidding and authorize the City Manager to enter into agreements with JZMK Partners, Inc. to provide professional services related to the preparation and adoption of design standards for new development and redevelopment projects in commercial zoning districts, subject to approval as to form by the city Attorney, in an amount not to exceed \$80,000 (including work already completed or contracted for).

X. CITY COUNCIL REPORTS AND COMMENTS

10.1 Coastal Greenbelt Authority – None

10.2 Orange County Fire Authority

Councilmember Horne provided a report, including a video.

10.3 Orange County Library Advisory Board – None

10.4 Orange County Mosquito and Vector Control District

Mayor Pro Tem Lee provided a report.

10.5 San Joaquin Hills Transportation Corridor Agency – None

10.6 South Orange County Watershed Management Area – None

10.7 Liaisons to Community Bridge Builders – None

10.8 Other Comments and Reports – None

XI. CLOSED SESSION – None

XII. CLOSED SESSION REPORT – None

XIII. ADJOURNMENT

The meeting was adjourned at 3:07 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, March 18, 2026 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: March 18, 2026

ANNIE MCCARY, Mayor

7.2 PAYMENT REGISTER

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

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CITY OF LAGUNA WOODS
PAYMENT REGISTER
March 18, 2026

ITEM 7.2

This Report Covers the Period 02/01/2026 through 02/28/2026

Date	Vendor Name	Description	Amount
Debit	Automatic Bank Debits:		
Debit 02/02/2026	GLOBAL PAYMENTS / OPEN EDGE	Credit Card Processing Fees / January 2026	1,094.13
Debit 02/05/2026	NAVIA BENEFIT SOLUTIONS, INC	Employee Benefit Program / January 2026	92.49
Debit 02/06/2026	COUNTY OF ORANGE - SHERIFF	Law Enforcement Services / February 2026	298,335.20
Debit 02/06/2026	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 01/09/26 & 01/23/26	705.84
Debit 02/09/2026	NAVIA BENEFIT SOLUTIONS, INC	125 Cafeteria Plan Administration / January 2026	200.00
Debit 02/09/2026	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/09/26	7,793.10
Debit 02/09/2026	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/09/26	4,603.30
Debit 02/11/2026	CALPERS - HEALTH	Employee Benefit Program / February 2026	26,451.00
Debit 02/12/2026	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 02/06/2026	43,537.04
Debit 02/12/2026	ADP TAX	Payroll Taxes / Pay Period Ended 02/06/2026	20,840.45
Debit 02/12/2026	NAVIA BENEFIT SOLUTIONS, INC	Employee Benefit Program / January 2026	132.97
Debit 02/13/2026	ADP PAYROLL SERVICES	Payroll Processing Fees / January 2026	111.30
Debit 02/13/2026	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 02/06/26	4,378.00
Debit 02/13/2026	U.S. BANK	Bank Service Charges / January 2026	26.84
Debit 02/19/2026	NAVIA BENEFIT SOLUTIONS, INC	Employee Benefit Program / February 2026	283.95
Debit 02/24/2026	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/23/26	4,603.30
Debit 02/24/2026	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 01/23/26	7,020.27
Debit 02/25/2026	ADP PAYROLL SERVICES	Payroll Processing Fees / Quarterly and Year End Processing	269.60
Debit 02/26/2026	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 02/20/2026	44,133.84
Debit 02/26/2026	ADP TAX	Payroll Taxes / Pay Period Ended 02/20/2026	21,235.65
Debit 02/27/2026	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 02/20/26	2,878.00
Check Number	Checks:		
9145 02/05/2026	ALISO CREEK MINUTEMAN PRESS	Printing Services	100.21
9146 02/05/2026	AMAZON CAPITAL SERVICES	Janitorial Supplies / December 2025	143.60
9147 02/05/2026	AT&T	Telephone / 458-3487 / January 2026	62.38
9148 02/05/2026	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / January 2026	33,132.73
9149 02/05/2026	FLOCK GROUP, INC	Automated License Plate Readers	21,200.00
9150 02/05/2026	GEOSYNTEC CONSULTANTS, INC	Engineering Services / January 2026	5,475.00
9151 02/05/2026	HINDERLITER DE LLAMAS & ASSOCIATES	Sales Tax Consulting / October - December 2025	955.73
9152 02/05/2026	JUDITH POPSACK	Cancelled Permit Refund	659.00
9153 02/05/2026	MILLSTEN ENTERPRISES, INC.	Woods End Wilderness Preserve Trail Drainage & Improvement Project	73,356.40
9154 02/05/2026	ORANGE COUNTY CLERK-RECORDER	Document Recording Fee	50.00
9155 02/05/2026	RINGCENTRAL, INC.	Telephone Services / February 2026	846.23
9156 02/05/2026	STAPLES	Office & Janitorial Supplies / December 2025 - January 2026	888.01
9157 02/05/2026	TYLER TECHNOLOGIES, INC.	ERP Pro 10 Annual Maintenance / February 2026 - January 2027	106.00
9158 02/05/2026	VIDIFLO, LLC	Audio Visual Enhancements	1,335.28
9159 02/05/2026	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program / February 2026	300.56
9160 02/13/2026	AETNA BEHAVIORAL HEALTH, LLC	Employee Benefit Program / March 2026	33.06
9161 02/13/2026	AIRESPRING INC	City Hall Internet Service / February 2026	627.08
9162 02/13/2026	BUREAU VERITAS NORTH AMERICA INC	Building Plan Review Services / December 2025	8,818.61
9163 02/13/2026	CHECKERED FLAG LAKE FOREST, LP	Fleet Vehicle Washing / January 2026	195.00
9164 02/13/2026	CIVICPLUS, LLC	Municode Online Renewal / April 2026 - March 2027	551.25
9165 02/13/2026	EPIC IO TECHNOLOGIES, INC.	City Hall Internet Service / February 2026	201.45

CITY OF LAGUNA WOODS
PAYMENT REGISTER
March 18, 2026

ITEM 7.2

This Report Covers the Period 02/01/2026 through 02/28/2026

Date	Vendor Name	Description	Amount	
9166	02/13/2026	FIRST RESPONSE AIR CONDITIONING & HEATING INC.	City Hall Maintenance	189.00
9167	02/13/2026	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / January 2026	825.00
9168	02/13/2026	JOHN L. HUNTER & ASSOCIATES, INC	Water Quality Services / October - November 2025	2,833.75
9169	02/13/2026	LSA ASSOCIATES, INC.	Planning Services / November - December 2025	6,546.14
9170	02/13/2026	MISSION SQUARE RETIREMENT	Quarterly Plan Fee / January - March 2026	125.00
9171	02/13/2026	SMITH ARCHITECTS	Transit Shelter & Street Furniture Project	6,000.00
9172	02/13/2026	SOUTHERN CALIFORNIA SHREDDING	Shredding Services / January 2026	485.00
9173	02/13/2026	SWEEPING CORPORATION OF AMERICA	Street Sweeping Services / January 2026	3,480.00
9174	02/13/2026	TRIPEPI, SMITH AND ASSOCIATES, INC.	Broadcasting Services / January 2026	1,073.60
9175	02/13/2026	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 3)	2,649.65
9176	02/13/2026	VOID	VOID	-
9177	02/13/2026	VERIZON COMMUNICATIONS INC.	Fleet Software / January 2026	199.63
9178	02/13/2026	VERIZON WIRELESS	Building & Code Enforcement iPads Data Plans / January 2026	140.04
9179	02/20/2026	APRIL BAUMGARTEN	Educational Assistance Program Reimbursement / Calendar Year 2025	222.42
9180	02/20/2026	AT&T	Telephone / 583-1105 / January 2026	31.87
9181	02/20/2026	AT&T	Telephone / 581-9821 / January 2026	145.40
9182	02/20/2026	AT&T	White Pages / February 2026	4.33
9183	02/20/2026	CHASE DESIGN, INC.	Website Design Services / January 2026	5,137.50
9184	02/20/2026	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / January 2026	10,366.00
9185	02/20/2026	COUNTY OF ORANGE	Automated Fingerprint ID System / January 2026	514.00
9186	02/20/2026	COYOTE WILDLIFE AND PEST SOLUTIONS, INC.	Animal Abatement Services	6,000.00
9187	02/20/2026	FIRST RESPONSE AIR CONDITIONING & HEATING INC.	City Hall Maintenance	189.00
9188	02/20/2026	JULIE KROPA	Educational Assistance Program Reimbursement / Calendar Year 2025	24.96
9189	02/20/2026	KONE INC.	City Hall Elevator Maintenance / February 2026	239.86
9190	02/20/2026	MARC DONOHUE	Administrative Services / January 2026	325.00
9191	02/20/2026	NUVIS	City Centre Park Enhancement Project	2,712.50
9192	02/20/2026	ORANGE COUNTY REGISTER-NOTICES	Public Notices / January 2026	1,461.47
9193	02/20/2026	ORKIN	City Hall Maintenance	268.00
9194	02/20/2026	PV MAINTENANCE INC	Waste Enclosure Signage Installation	481.88
9195	02/20/2026	RICOH USA, INC.	Building Copier Usage / November 2025 - January 2026	85.45
9196	02/20/2026	SOUTH COAST IT	IT Consulting Services / January 2026	550.00
9197	02/20/2026	SOUTHERN CALIFORNIA EDISON	Electric Service / December 2025 - January 2026	8,277.88
9198	02/20/2026	SOUTHERN CALIFORNIA GAS COMPANY	Gas Service - City Hall / January 2026	135.57
9199	02/20/2026	VIDIFLO, LLC	Broadcasting Audio Maintenance	510.00
9200	02/20/2026	WM CURBSIDE, LLC	HHW & Sharps Program / January 2026	4,717.11
9201	02/27/2026	BOUTWELL FAY LLP	Legal Services / January 2026	599.50
9202	02/27/2026	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / February 2026	10,366.00
9203	02/27/2026	JZMK PARTNERS	Design Standards Technical Assistance Services	25,860.00
9204	02/27/2026	MARQUE URGENT CARE	Employee Health Services	157.00
9205	02/27/2026	OCY MANAGEMENT, LLC	Senior Mobility Program Services / January 2026	37,735.30
9206	02/27/2026	RICOH USA, INC.	Copier Lease / March 2026	246.57
9207	02/27/2026	SOUTH COAST IT	IT Consulting Services / February 2026	192.50
9208	02/27/2026	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / January 2026	3,110.55
9209	02/27/2026	THE ARBOR GROUP	Development Permit Refund	1,925.00

Total Bank Debits and Checks: \$ 784,903.28

TOTAL \$ 784,903.28

**CITY OF LAGUNA WOODS
PAYMENT REGISTER
March 18, 2026**

This Report Covers the Period 02/01/2026 through 02/28/2026

Date	Vendor Name	Description	Amount
NOTES:			
Note 1 - City Councilmembers are eligible to receive either a salary or vehicle reimbursement allowance in the amount of \$300 per month (\$3,600 per year). Such compensation is included in the City's regular payroll (see "ADP Payroll Services" under "Automatic Bank Debits"), unless waived by the Councilmember. For the month of February 2026, the following Councilmembers received compensation in the amount of \$300: Conners, Horne, Lee, and McCary.			
Note 2 - Petty cash is reported as cash is paid out, not when the fund is replenished. No petty cash transactions were paid during this time period.			
Note 3 - The table below summarizes credit card expenditures paid via Check #9175 to U.S. Bank totaling \$2,649.65:			
	Microsoft	Office 365 Online Subscription / December 2025	\$512.50
	Microsoft	Office 365 Online Subscription / December 2025	\$141.75
	Sinch Mailgun	Computer Software	\$35.00
	Zoom	Video Conferencing	\$31.98
	Hightail	Computer Software	\$15.00
	ChargePoint	Fleet Vehicle Charging Fees	\$130.00
	Stamps.com	Postage	\$30.99
	USPS	Postage	\$702.00
	J&M Trophies	Councilmember Name Badge & Name Plates	\$77.59
	Ready Rubber Stamps	Office Supplies	\$35.50
	Stater Brothers	Staff Luncheon	\$233.90
	City Engineers Association Orange County	Membership Dues	\$50.00
	Home Depot	Office Supplies	\$102.60
	Green Thumb	City Hall Maintenance	\$95.84
	CSMFO	Job Posting	\$455.00
Total Credit Card Reimbursement:			\$2,649.65

Administrative Services Director/City Treasurer's Certification

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

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

Elizabeth Torres, Administrative Services Director/City Treasurer

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7.3 CITY ENGINEERING SERVICES

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

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**AMENDMENT OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
NV5, INC.
FOR CITY ENGINEERING SERVICES**

This AMENDMENT of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on April 29, 2024 by and among the City of Laguna Woods, a California municipal corporation ("CITY") and NV5, Inc. ("CONSULTANT"), is made and entered into this _____ by and among CITY and CONSULTANT.

WHEREAS, the AGREEMENT includes a compensation schedule with rates that are to be used to compensate CONSULTANT; and

WHEREAS, the AGREEMENT requires that all surveying services performed by CONSULTANT be subject to the payment of prevailing wage; and

WHEREAS, CONSULTANT has proposed adding additional surveying services rates to allow for variation in the size of surveying crews based on the task; and

WHEREAS, CITY is amenable to modifying the surveying services rates as set forth in this AMENDMENT .

NOW THEREFORE, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an AMENDMENT of the AGREEMENT consisting of the modifications shown on pages 2 through 3 of this AMENDMENT to Exhibit "B" of the AGREEMENT.

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

CITY OF LAGUNA WOODS:

Approved as to Form:

By _____
Christopher Macon, City Manager

Alisha Patterson, City Attorney

CONSULTANT:

By _____
Jeffrey M. Cooper, EVP, Chief Operating Officer

EXHIBIT "B"
COMPENSATION

CONSULTANT shall be compensated on an hourly basis using the following rates:

Table B-1: Compensation Schedule – Personnel

CONSULTANT Personnel Title	Hourly Rate ¹		
	<i>Regular</i> ^A	<i>Special 1</i> ^B	<i>Special 2</i> ^C
City Engineer	\$155	\$232.50	\$310
Plan Check Engineer	\$137	\$205.50	\$274
Project Manager	\$152	\$228	\$304
Quality Assurance Manager	\$152	\$228	\$304
Assistant Project Manager	\$133	\$199.50	\$266
Senior Engineer/Designer	\$133	\$199.50	\$266
Project Engineer	\$130	\$195	\$260
Administration	\$85	\$127.50	\$170
CADD Drafter	\$85	\$127.50	\$170
Engineering Technician	\$102	\$153	\$204
Assistant Engineer	\$98	\$147	\$196
<u>Surveying (1-person crew) (prevailing wage)²</u>	<u>\$225</u>	<u>XX</u>	<u>XX</u>
Surveying (2-person crew) (prevailing wage) ²	\$250	\$375	\$500
<u>Surveying (3-person crew) (prevailing wage)²</u>	<u>\$520</u>	<u>XX</u>	<u>XX</u>
Construction Manager	\$155	\$232.50	\$310
Construction Inspector (prevailing wage) ²	\$125	\$187.50	\$250
Office Engineer	\$75	\$112.50	\$150

¹ Hourly rates are not subject to minimums or maximums and are all inclusive. CONSULTANT shall not receive separate compensation for travel, lodging, mileage, telephone service, internet service, equipment, supplies, food, drink, or attire, except as noted below.

² **ALL SURVEYING AND CONSTRUCTION INSPECTOR 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”.

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 surveying and public works inspector services performed by CONSULTANT under this AGREEMENT are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

^A “Regular” hourly rates are charged for the first eight hours per calendar weekday (Monday through Friday) that each of CONSULTANT’s personnel spend performing work under this AGREEMENT. Time that CONSULTANT’s personnel spend performing work for other clients or parties other than CITY shall not be counted for the purpose of determining hourly rates under this AGREEMENT.

^B “Special 1” hourly rates are charged for time (1) in excess of eight hours, up to 12 hours, per calendar day, and (2) any time on Saturdays, that each of CONSULTANT’s personnel spend performing work under this AGREEMENT. Time that CONSULTANT’s personnel spend performing work for other clients or parties other than CITY shall not be counted for the purpose of determining hourly rates under this AGREEMENT.

^C “Special 2” hourly rates are charged for time (1) in excess of 12 hours per calendar day, (2) any time on Sundays, and (3) any time on holidays, that each of CONSULTANT’s personnel spend performing work under this AGREEMENT. Time that CONSULTANT’s personnel spend performing work for other clients or parties other than CITY shall not be counted for the purpose of determining hourly rates under this AGREEMENT. For the purpose of “Special 2” hourly rates, “holidays” shall mean New Years Day, Lincoln Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas Day. CONSULTANT may modify its list of holidays with a minimum of 30 calendar days’ written notice to CITY in response to changes in determinations by the California Department of Industrial Relations regarding holidays observed for the purpose of paying prevailing wage.

The hourly rates listed in Table B-1 are all inclusive, with the exception of permits and licenses obtained by CONSULTANT on behalf of CITY; reproduction/scanning completed by a party other than CONSULTANT; oversized printing completed by a party other than CONSULTANT; delivery, freight, and courier services completed by a party other than CONSULTANT; and, subcontracted services, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost without markup (as evidenced by receipts). Subcontracted services shall be subject to a 15% markup over cost (as evidenced by receipts).

Hourly and other compensation rates set forth in this EXHIBIT "B" shall increase by 2% on July 1, 2025 and on each subsequent July 1 during the term of this AGREEMENT.

CONSULTANT shall provide all services under this AGREEMENT only as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation.

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7.4

**NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM STORMWATER PERMIT
IMPLEMENTATION AGREEMENT**

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

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AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**STORMWATER PERMIT IMPLEMENTATION AGREEMENT**

This AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PERMIT IMPLEMENTATION AGREEMENT ("AGREEMENT"), for purposes of identification numbered [D02-048], and which may be alternatively referred to as the "OC Stormwater Program Implementation Agreement," is entered into this ____ day of _____, 2026, by the County of Orange, (herein called the COUNTY), the Orange County Flood Control District (herein called DISTRICT) and the cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, La Habra, La Palma, Los Alamitos, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (herein called CITIES). The COUNTY, DISTRICT, and CITIES may be referred to collectively as PERMITTEES or individually as PERMITTEE, COUNTY, DISTRICT, or CITY, respectively, in this AGREEMENT.

RECITALS

WHEREAS, the United States Congress in 1987, through the Water Quality Act, amended Section 402 of the Clean Water Act (33 U.S.C.A. 1342(p)) to require the United States Environmental Protection Agency ("EPA") to promulgate regulations for permitting stormwater discharges; and

WHEREAS, EPA regulations require National Pollutant Discharge Elimination System ("NPDES") permits for discharges from a municipal separate storm sewer system ("MS4") (herein after called MS4 permits), and further require MS4 permits to include requirements to control pollutants from stormwater discharges; and

WHEREAS, in 1927, the Orange County Flood Control Act created the DISTRICT

ITEM 7.4

to provide for the control of flood and stormwater and protect from damage from those flood or stormwater, the harbors, waterways, public highways, and property within the DISTRICT's jurisdiction; and

WHEREAS, the powers granted to the DISTRICT include the authority to regulate discharges that threaten to impact its system and carry on technical and other investigations, examinations, or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water, both within and without the DISTRICT; and

WHEREAS, the California State Water Resources Control Board ("SWRCB"), as designee of the EPA, has delegated authority to the California Regional Water Quality Control Boards-Santa Ana Region ("RWQCB-SAR") and San Diego Region ("RWQCB-SDR") (collectively, the RWQCBs) for administration of MS4 permits within the boundaries of their regions; and

WHEREAS, the COUNTY, DISTRICT, and CITIES are PERMITTEES under MS4 permits issued by the RWQCBs; and

WHEREAS, the RWQCBs have designated the COUNTY as the Principal PERMITTEE or Principal Watershed Co-permittee, as defined in the MS4 permits; and

WHEREAS, the COUNTY, the DISTRICT and the CITIES previously entered into that certain agreement entitled National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement D90-094, on December 18, 1990, which was subsequently amended on October 26, 1993 by Amendment No. 1 and then on June 25, 2002 (the December 18, 1990 Agreement as Amended by Amendment No. 1 and the June 25, 2002 amendment will be referred to collectively hereinafter as the ORIGINAL AGREEMENT), to cooperatively develop, and did thereunder develop, an integrated stormwater runoff management program with the objective of fulfilling MS4 permit requirements and improving water quality in Orange County (program

referred to herein as the "OC Stormwater Program"); and

WHEREAS, Section X of the ORIGINAL AGREEMENT provides that the ORIGINAL AGREEMENT may be amended by consent of a majority of the PERMITTEES which represent a majority of the percentage contributions as described in Section IV of the ORIGINAL AGREEMENT; and

WHEREAS, continued cooperation between the CITIES, the COUNTY, and the DISTRICT to jointly implement the OC Stormwater Program to fulfill prior, new, and potential future MS4 permit requirements, to the extent feasible, is in the best interests of the CITIES, the COUNTY, and the DISTRICT; and

WHEREAS, the PERMITTEES now desire to restate and amend the ORIGINAL AGREEMENT, as reflected and set forth in this AGREEMENT.

NOW, THEREFORE, the PERMITTEES do mutually agree as follows:

I. FILING STATUS

The COUNTY, the DISTRICT, and each CITY have filed applications for MS4 permits as PERMITTEES. The COUNTY, the DISTRICT and each CITY is a PERMITTEE under each MS4 permit to which they are subject.

II. INCORPORATION OF FEDERAL GUIDELINES

All applicable federal and state water quality regulations and guidelines under the Federal Clean Water Act, as presently written or as changed during the term of this AGREEMENT, are hereby incorporated by reference and made a part of this AGREEMENT and take precedence over any inconsistent terms of this AGREEMENT.

III. DELEGATION OF RESPONSIBILITIES

The responsibilities of each of the parties shall be as follows:

- A. The COUNTY shall be the administrator of the OC Stormwater Program and, on a cost-shared basis, perform the following functions:

- 1. Annual operating budgets.

- a. Prepare the annual operating budget ("annual operating budget"), which shall include a work plan and associated financial plan and

ITEM 7.4

budget. The annual operating budget is intended to provide for all programmatic functions and associated costs of the OC Stormwater Program, as outlined in this AGREEMENT and as generally described in Section V.A. Annual operating budgets and work plans may be based on RWQCB region (i.e., Santa Ana Region versus San Diego Region). The budget year shall coincide with the COUNTY's fiscal year, July 1 - June 30.

- b. Consult with the Stormwater Program Representatives (as defined in Section III.C.8) when preparing annual operating budgets and major program elements therein.
- c. A draft of the annual operating budget may be prepared for the PERMITTEES for review by February 15 each year. Annual operating budgets shall be submitted to the PERMITTEES for consideration and approval by May 15 of each year. Individual CITY approval shall be obtained from each CITY's city manager or designee thereof by July 30 of each year. CITY manager designations for annual operating budget approval shall be provided in writing to the County and shall remain in effect until revoked in writing by the CITY's city manager. An annual operating budget shall be deemed approved and adopted for the OC Stormwater Program by affirmative responses from PERMITTEES which represent a majority (50% or greater) of both the area and population percentage contribution as calculated in accordance with Section V.A (method for calculating approval percentage referred to as "Majority Approval"). The COUNTY and the DISTRICT shall represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section V.A.
- d. An approved and adopted annual operating budget shall not be

exceeded without prior Majority Approval of the PERMITTEES.

2. Project or watershed-specific sub-budgets.
 - a. In coordination with the PERMITTEES, prepare project-specific and/or watershed-specific budgets and associated work plans (collectively, "sub-budget(s)") for the design of water quality projects and/or responding to RWQCB enforcement orders and/or other orders (e.g., California Water Code 13267 or 13383 orders).
 - b. Sub-budgets shall be prepared and proposed on an as-needed basis, at the discretion of the COUNTY, or as requested by interested PERMITTEES, subject to concurrence of the COUNTY.
 - c. Each PERMITTEE willing to participate in a sub-budget will confirm participation to the COUNTY in writing. A PERMITTEE who confirms participation in a sub-budget shall be referred to herein as "PARTICIPATING PERMITTEE(s)." Sub-budgets will be subject to unanimous approval by all PARTICIPATING PERMITTEES, except that where a Participating Permittee fails to vote to approve a proposed sub-budget, such failure shall be deemed a withdrawal from the sub-budget and the withdrawing PERMITTEE shall no longer be considered a PARTICIPATING PERMITTEE and shall have no obligation to pay for or participate in the sub-budget.
 - d. Project elements that go beyond design (e.g., construction, operation, and maintenance) shall not be provided for in sub-budgets and, instead, are subject to separate agreement between the Participating Permittees.
3. Represent the OC Stormwater Program in reviews of documents, comments, and discussions with EPA, SWRCB, and RWQCBs and/or other resource agencies regarding MS4 permit requirements and related policies, programs, and regulations. The COUNTY shall timely notify the

ITEM 7.4

PERMITTEES of any decision reached during these discussions that, in the determination of the County, substantially impacts the OC Stormwater Program.

4. Implement approved annual operating budgets and sub-budgets.
5. Working in collaboration with PERMITTEES, prepare and submit regional compliance reports as the Principal PERMITTEE, as required under the MS4 permits, and/or as designated in the approved workplans.
6. Implement the regional monitoring and reporting program elements from approved workplans for the MS4 permits, including, but not limited to, tasks to monitor and measure the effectiveness of Best Management Practices ("BMPs"). This may include monitoring and modeling.
7. Obtain, as may be required by the annual operating budget and/or sub-budgets approved pursuant to this AGREEMENT, professional services, including, but not limited to, scientific, engineering, environmental, economic, and/or legal consultants to provide technical assistance for the work associated with the OC Stormwater Program. This work may include, but is not limited to, the preparation of technical or economic studies, legal analysis, watershed management plans, stormwater runoff management plans, water quality improvement plans, modeling, reasonable assurance demonstrations/reasonable assurance analyses, monitoring plans, technical reports, municipal staff training activities, and the design of structural and non-structural BMPs and strategies to prevent and/or reduce pollutants in stormwater runoff. Contracts for professional services to be funded under this AGREEMENT shall be made in conformance with the COUNTY's procurement policies, and, to the extent there is no conflict, the following:
 - a. The COUNTY shall make efforts to stagger the date of issuance of new contracts for professional services, so that PERMITTEES may

ITEM 7.4

better absorb increases in consultant fee rates.

- b. For contracts for professional services that would require approval by the Orange County Board of Supervisors (as determined within the sole discretion of the COUNTY), one Stormwater Program Representative for every two designees of the COUNTY shall be allowed to participate in any panel formed for the purpose of evaluating responses to Requests for Proposals or similar competitive solicitations submitted by potential consultants. Where any contract subject to this provision is to be extended beyond the initial term, the COUNTY shall request feedback from the Stormwater Program Representatives, regarding the consultant's performance, prior to executing the extension. This process shall in no way impinge upon or limit the COUNTY's discretion to enter into, amend, extend, renew, or cancel any contract for professional services for the OC Stormwater Program.
 - c. The COUNTY shall notify the PERMITTEES of any changes in the COUNTY's procurement policies that significantly affect the thresholds for competitive procurement, scoring, or selection processes for contract services.
8. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities within the unincorporated areas of the County, at no cost to the CITIES.
 9. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities on County-owned property used for COUNTY governmental purposes (i.e., property used for governmental functions) and located within a CITY, at no cost to the CITIES. For purposes of this section, the regional facility known as Dana Point Harbor shall be considered a County-owned property used for governmental purposes.

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- a. To avoid confusion in the implementation of each party's facility inspection programs, the COUNTY shall provide a list of those facilities, buildings and properties that it owns and are located within other jurisdictions (i.e. non-unincorporated properties) that the COUNTY has decided to monitor and regulate pursuant to this Section III.A.9. The County further agrees to notify the affected PERMITTEE of changes to the status of a facility.
- B. The DISTRICT shall, on a cost-shared basis, except as set forth in subparagraph 2 below:
1. Perform or cause to be performed the water quality and hydrographic monitoring for compliance with MS4 permits and/or in accordance with RWQCB-approved monitoring plans and/or in the approved workplans.
 2. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities located on District-owned and controlled property that is used for governmental purposes, at no cost to the CITIES.
 3. Undertake or cause to be undertaken all activities required of the CITIES in Section III.C and applicable to the District.
- C. The CITIES, at no cost to the Counties and the District, shall:
1. Implement a facility inspection program for its MS4 facilities, as required by the MS4 permit(s) and within the jurisdictional boundaries of that CITY.
 2. Submit to the COUNTY storm drain system maps and/or data describing the type and location of its MS4 facilities with periodic revisions that reflect any modifications made as a result of land development/redevelopment. If possible, information shall be submitted as geographical information system ("GIS") data.
 3. Support the COUNTY in the preparation of watershed characterizations and catchment prioritization efforts, including, but not limited to, by:

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- a. Identifying applicable zoning and land use designations.
 - b. Identifying areas where sources of specific pollutants are known.
4. Upon COUNTY request, review, comment on, consider approval of, and, if approved, implement regional strategies to prevent and reduce pollutants in stormwater runoff.
 5. Implement an illegal discharge detection and elimination program as required by the MS4 permit(s) to which the CITY is subject. Demonstrate adequate legal authority to control discharges to its MS4 facilities as may be required by the relevant MS4 permit(s) to which the CITY is subject.
 6. Provide, as requested by the COUNTY, copies of the CITY's jurisdictional reports, data, and any other information (in formats requested by the COUNTY, where such formats are reasonably available) to satisfy requirements in MS4 permits or other orders issued by a Regional Board or the State Board, to which the CITY is subject, provided the CITY has not otherwise challenged such order, and such challenge has not been resolved.
 7. Participate in meetings convened by the COUNTY and respond to requests for information from the COUNTY, intended to obtain PERMITTEE input on matters related to this AGREEMENT and the implementation of the OC Stormwater Program.
 8. Designate primary and secondary Stormwater Program Representative for matters related to this AGREEMENT and the implementation of the OC Stormwater Program. Designations shall be made by each CITY's city manager, or designee, in writing to the COUNTY. Each designation shall remain in effect until revoked by the CITY's city manager or designee. Stormwater Program Representatives are intended to provide subject matter input and facilitate communication between the COUNTY and each CITY. For purposes of this AGREEMENT, a Stormwater Program

Representative will not be deemed to have the authority to approve annual operating budgets on behalf of a CITY, as required in Section III.A.1, unless expressly stated in the written designation provided to the COUNTY.

D. In the unincorporated areas of the COUNTY, the COUNTY shall, at no cost to the CITIES or the DISTRICT, undertake or cause to be undertaken all activities required above of the CITIES in Section III.C that are not responsibilities of the DISTRICT as outlined in Section III.B.

IV. Orange County City Manager Association Engagement

A. In lieu of the activities of the Technical Advisory Committee under the ORIGINAL AGREEMENT, the COUNTY shall endeavor to create a working relationship with the Orange County City Manager Association ("OCCMA") or a sub-group thereof, to address issues such as MS4 permit requirements, MS4 permit compliance methods, and funding needs and strategies to facilitate regional and/or watershed-based, multi-jurisdictional project efforts.

B. At its discretion, the COUNTY, in coordination with the PERMITTEES as set forth in this AGREEMENT, may implement recommendations (or parts thereof) that OCCMA may give on OC Stormwater Program matters, including, but not limited to, potential strategies for compliance with current and anticipated future MS4 permit requirements; funding strategies and options for MS4 permit compliance efforts; and OC Stormwater Program budgeting. Recommendations that would result in unbudgeted costs shall be subject to Majority Approval of the PERMITTEES pursuant to III.A.1.d.

C. Under no circumstances shall this Section be interpreted as a replacement or substitute for any other responsibility of CITIES or the COUNTY under this Agreement. At the COUNTY's discretion, the Director of OC Public Works may enter into a memorandum of understanding with OCCMA to facilitate

procedures for OCCMA engagement under this Section. Under no circumstances shall this provision be interpreted to require any written agreement between the COUNTY and OCCMA.

V. PROGRAM COSTS

A. Annual Operating Costs.

Where not otherwise funded, the annual operating budget, including all costs of equipment, goods, COUNTY services (including, but not limited to, applicable COUNTY and COUNTY'S departmental overhead), and all professional services costs incurred by the COUNTY, and any cost of the MS4 permits, as determined by the COUNTY in its role as administrator of the OC Stormwater Program, shall be a shared cost and allocated among the COUNTY, DISTRICT, and CITIES, and paid for as follows:

<u>Participants</u>	<u>Percentage Contribution</u>
DISTRICT	10
CITIES + COUNTY	90

The individual percentage contributions from each CITY and the COUNTY shall be functions of their respective dry land areas and population relative to those of the entire County of Orange. Each area shall be calculated as one-half of the sum of the area and population fractions, multiplied by 90%. National forests, state parks, airports, landfills, oceans, harbors, tidal bays, and active military installations shall be excluded from area calculations (Exhibit A-1). The contribution of the COUNTY shall be calculated from unincorporated areas and their respective populations. Should any external or alternative sources of funding become available, those funds may be directly applied to the appropriate budget(s) before the shared cost percentages are applied to the PERMITTEES or credited to a subsequent budget.

Share in percent for jurisdiction #1= $\{(X_1/X_{tot}) + (Y_1/Y_{tot})\}/2 \times (90)$

X = area

Y = population

tot = total population or area

90 = total percentage excluding the DISTRICT's contribution

The percentage share shall be calculated by the COUNTY from population and area data. The population data shall be the most recent annual population estimates produced by the California Department of Finance, and area is based on the most recent OC Public Works survey data available to the COUNTY. Percentage share calculations shall be updated by May of each budget year for the budget year following and shall be included in annual operating budget proposals. Annual operating budget proposals shall be prepared based on the following percentage share computation methods, as applicable, and subject to exclusions in Exhibit A-1:

1. Countywide costs will be calculated as described in the process and formula above and subject to Exhibit A-1 for the entire group of PERMITTEES.
2. Regional costs, specific to only one RWQCB permit (Santa Ana Region and San Diego Region), will be calculated based on the process and formula above for PERMITTEES within the respective permit geographic area. For PERMITTEES that have jurisdiction in both permit regions, the regional costs will be based on the land area and prorated population for that permit geographic area.
3. Sub-budgets shall be based on the PARTICIPATING PERMITTEES and their corresponding area and prorated population total within the geographic area subject to the specific sub-budget.
4. In the event of a regulatory directive issued to PERMITTEES requiring amendment of any approved budget, the COUNTY shall provide immediate

ITEM 7.4

- notice to the included PERMITTEES and hold discussions with respect to responding to the directive and funding the immediate response. Such budget amendments shall be subject to the Majority Approval referenced in Section III.A.1.d.
5. If at any time during a budget year costs exceed the sum of the deposits for any approved budget, and prior Majority Approval for such exceedance has been obtained, the COUNTY shall submit invoices to the involved PERMITTEES to recover the deficit. The share for each PERMITTEE shall be prorated according to the formula that was initially used to apportion budget costs. Each CITY shall pay the invoice within 45 calendar days of the billing date.
 6. If at any time costs exceed the sum of the deposits for any approved budget, the COUNTY may propose a budget increase and request payment by the PERMITTEES, and PERMITTEES shall pay such amount, provided the budget increase is approved in accordance with sections III.A.1.c-d or III.A.2.c of this Agreement, as may be applicable. Until such approval is obtained and sufficient deposits received, the COUNTY may, at its sole discretion, cease carrying out approved budget components so as to limit or not incur costs in excess of deposits. Nothing in this AGREEMENT shall be construed as requiring PERMITTEES to approve budget increases.
 7. The COUNTY shall prepare a budget year-end accounting within 120 calendar days of the end of the budget year and present the same to the involved PERMITTEES for review. If the budget year-end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits shall carry forward to reduce the obligation of the PERMITTEES for the following budget year and prorated to the CITIES consistent with the cost-sharing population and area data

calculation above.

8. The COUNTY shall invoice each CITY for its annual share of each approved budget by November 30 of each budget year. Each CITY shall pay their deposit(s) within 45 calendar days of the billing date or within 45 calendar days of November 30, whichever is later. Each CITY'S deposit(s) shall be based on their prorated share(s) of the approved budget(s), reduced for any carry forward amount identified in the prior budget year-end accounting.
9. The COUNTY shall hold each CITY'S annual share of each approved budget in interest-bearing accounts and credit interest earned on each CITY'S annual share against each CITY'S share of the approved budget costs. The COUNTY shall maintain records regarding interest earned and credited on each CITY'S annual share and provide the same to the CITIES within 120 calendar days of the end of the budget year.
10. Upon termination of this AGREEMENT, a final accounting shall be performed by the COUNTY and presented to the PERMITTEES for review. If the sum of the deposits exceeds the costs, the COUNTY shall reimburse to each CITY its prorated share of the excess, within 120 calendar days of the final accounting.

VI. LIFE OF THE AGREEMENT

The term of this AGREEMENT shall be indefinite, unless amended or terminated in accordance with this AGREEMENT.

VII. ADDITIONAL PARTIES

Any CITY which becomes incorporated after the effective date of this AGREEMENT, or requests to become a party to this AGREEMENT after previously withdrawing pursuant to Section VIII, shall be eligible to become a party to this AGREEMENT, subject to Majority Approval. In approving adding additional cities to this AGREEMENT, the PERMITTEES may

require such conditions of the added cities as they determine necessary or advantageous. The date of initiation, for determining costs for newly incorporated cities, shall be the date of incorporation. The costs for adding additional cities to this AGREEMENT and OC Stormwater Program including, but not limited to, permit and processing fees, as well as administrative costs incurred by the COUNTY and costs to reimburse the existing PERMITTEES for unreimbursed costs related to a previous withdrawal (if applicable), shall be calculated by the COUNTY, approved by Majority Approval of the PERMITTEES and, thereafter, invoiced by the COUNTY and paid by the added city(ies) within 45 calendar days of the billing date. Monies to be reimbursed to the existing PERMITTEES shall carry forward to reduce the billings for the following budget year.

VIII. WITHDRAWAL FROM THE AGREEMENT

A CITY may withdraw from this AGREEMENT by providing at least 60 calendar days written notice to the COUNTY. The COUNTY shall notify the PERMITTEES within 10 business days of receipt of any withdrawal notice. Neither the COUNTY nor any PERMITTEE shall be responsible for advising the withdrawing CITY of the legal, regulatory, or programmatic effects of withdrawing, nor have any continuing responsibility to the withdrawing CITY upon the effective date of the withdrawal. The withdrawing CITY shall be solely responsible for any costs the withdrawing CITY may incur related to its withdrawal, including, but not limited to, penalties assessed by RWQCBs, and or other resource agencies (e.g., EPA, CDFW, etc.) in connection with or related to its withdrawal. In addition, withdrawal shall constitute forfeiture of any deposits on hand from the withdrawing CITY, for the budget year in which the withdrawal is effective. If the effective date of a withdrawal is within 60 calendar days of the beginning of any budget year, the withdrawing CITY shall be responsible for paying its annual

share for the upcoming budget year as if it were still a PERMITTEE participating in this AGREEMENT but shall be eligible to receive a credit for any prospective carry forward amount of such annual share as may be contemplated by this AGREEMENT. The cost allocations to the remaining PERMITTEES participating in this AGREEMENT shall be recalculated and collected and/or credited as necessary in the budget year following the effective date of the withdrawal.

IX. NON-COMPLIANCE WITH PERMIT OR ORDER REQUIREMENTS

Each PERMITTEE shall remain solely responsible for its own acts and omissions with respect to compliance with requirements of an MS4 permit or other order of the RWQCBs or SWRCB to which it may be subject, and nothing herein shall be deemed to waive, release, or transfer any such responsibility to any other PERMITTEE. Nothing in this AGREEMENT shall be construed as an assumption by any PERMITTEE of any liability or obligation of another PERMITTEE, whether past, present, or future.

X. LEGAL ACTION/ COSTS/ ATTORNEY FEES

In the event of legal action to enforce any provision of this AGREEMENT, each party shall bear its own attorneys' fees and costs, and no party shall seek to recover the same from any other party through litigation or other legal proceedings.

XI. AMENDMENTS TO THE AGREEMENT

This AGREEMENT may be amended with Majority Approval. The COUNTY and the DISTRICT shall represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section V. No amendment to this AGREEMENT shall be effective unless it is in writing and signed by the duly authorized representatives of the COUNTY and the required Majority Approval of PERMITTEES.

XII. NOTICES

All notices required under Section VIII shall be deemed duly given if delivered by hand (with written confirmation of receipt); via electronic mail (with confirmation of transmission); or three (3) days after deposit in the U.S. Mail, postage prepaid.

XIII. GOVERNING LAW

This AGREEMENT shall be governed and construed in accordance with laws of the State of California. If any provision or provisions of this AGREEMENT is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not any way be affected or impaired hereby.

XIV. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the duly authorized representative of the PERMITTEE to have waived or consented. Any consent by any PERMITTEE to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XV. APPLICABILITY OF PRIOR AGREEMENTS

This AGREEMENT restates and amends the provisions in prior agreements and constitutes the entire AGREEMENT between the PERMITTEES with respect to the subject matter. All prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

XVI. EXECUTION OF THE AGREEMENT

This AGREEMENT may be executed in counterparts, and the signed counterparts shall constitute a single instrument. The parties agree that this AGREEMENT may be executed and delivered by electronic means, including via email or electronic signature platforms (e.g., DocuSign, Adobe Sign), and that such electronic signatures shall be deemed to have the same legal

effect as original signatures. Each party agrees that electronically signed documents shall be valid, enforceable, and admissible in any legal proceeding to the same extent as a manually signed original.

XVII. NO WAIVER OF PRIVILEGE AND/OR WORK PRODUCTION PROTECTION

Notwithstanding anything in this Agreement to the contrary, nothing in this AGREEMENT shall require a party to release or provide information (including any reports, communications, data, etc.) that has been deemed by that party to be subject to the attorney-client privilege, attorney work product doctrine, or any other relevant privilege and protection, including, but not limited to, any reports or information generated by a party's consultant that was prepared in consultation with, or at the direction of, such party's attorney or counsel of record. Nothing in this AGREEMENT shall prohibit the parties hereto from entering into future agreements, including joint defense agreements, common interest agreements, or other similar agreements to share such privileged or protected information subject to the terms and conditions of such an agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates
opposite their respective signatures:

ORANGE COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

By _____
Chairman of the Board of Supervisors

COUNTY OF ORANGE
A body corporate and politic

Date: _____

By _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Date: _____

By _____
ROBIN STIELER
Clerk of the Board of Supervisors of
Orange County, California

APPROVED AS TO FORM COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____ Julia Woo, Senior Deputy

Date: _____

///

///

///

CITY OF ALISO VIEJO

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF ANAHEIM

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF BREA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF BUENA PARK

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF COSTA MESA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF CYPRESS

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF DANA POINT

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF FOUNTAIN VALLEY

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF FULLERTON

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF GARDEN GROVE

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF HUNTINGTON BEACH

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF IRVINE

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LA HABRA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LA PALMA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LAGUNA BEACH

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LAGUNA HILLS

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LAGUNA NIGUEL

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LAGUNA WOODS

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LAKE FOREST

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LOS ALAMITOS

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF MISSION VIEJO

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF NEWPORT BEACH

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF ORANGE

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF PLACENTIA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF RANCHO SANTA MARGARITA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF SAN CLEMENTE

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF SAN JUAN CAPISTRANO

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF SANTA ANA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF SEAL BEACH

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF STANTON

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF TUSTIN

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF VILLA PARK

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF WESTMINSTER

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF YORBA LINDA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

EXHIBIT A - 1

DRY LAND AREA DEDUCTED FROM JURISDICTIONS

<u>Landfills</u>	<u>Jurisdiction</u>
Olinda	County
Santiago	County
Prima Deschecha	County
Bee Canyon	County
Coyote Canyon	County
<u>State Parks</u>	
Bolsa Chica State Beach*	Huntington Beach
Chino Hills State Park	County
Corona Del Mar State Beach	Newport Beach
Crystal Cove State Park**	County
Doheny State Beach	Dana Point
Huntington State Beach	Huntington Beach
San Clemente State Beach	San Clemente
<u>Airports</u>	
Fullerton	Fullerton
John Wayne	County
<u>Military facilities</u>	
Joint Forces Training Base - Los Alamitos	Los Alamitos
Former MCAS Tustin***	Tustin
Seal Beach Naval Weapons Station****	Seal Beach
<u>National Forests</u>	
Cleveland National Forest	County

*Includes Bolsa Chica Ecological Preserve

**Includes Laguna Laurel Ecological Preserve

***Active military areas

****Includes Seal Beach National Wildlife Refuge

7.5
STREET, RIGHT-OF-WAY, AND
INFRASTRUCTURE MAINTENANCE SERVICES

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

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**EXTENSION OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
PV MAINTENANCE, INC.
FOR STREET, RIGHT-OF-WAY, AND INFRASTRUCTURE
MAINTENANCE SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on August 16, 2017 by and among the City of Laguna Woods, a California municipal corporation ("CITY") and PV Maintenance, Inc. ("CONSULTANT"), is made and entered into this _____ by and among CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between September 1, 2017 and 11:59 p.m. on June 30, 2019; and

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

WHEREAS, the term of the AGREEMENT was previously extended for periods through 11:59 p.m. on June 30, 2026; and

WHEREAS, CONSULTANT has agreed to continue to provide services for an additional one-year period with no change in the existing compensation schedule.

NOW THEREFORE, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2026 and ending at 11:59 p.m. on June 30, 2031 with no changes to the terms and conditions of the AGREEMENT except as specified herein.

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

CITY OF LAGUNA WOODS:

Approved as to Form:

By _____
Christopher Macon, City Manager

Alisha Patterson, City Attorney

CONSULTANT:

By _____
Frank J. Garza, President

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7.6 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 April 1, 2026 and ending at 11:59 p.m. on March 31, 2027. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

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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

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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.

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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.

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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.

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(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.

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 be required to 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/she/they 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 Work and fluent in the English language. Site-specific safety meetings shall occur on a regular basis by the CTSP or an authorized representative of CONSULTANT. The CTSP shall oversee incident investigation by CONSULTANT (see Number 52 herein).

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4. CONSULTANT shall provide a minimum of one (1) ISA Certified Tree Worker (“CTW”) per tree pruning or removal crew. For the purpose of this provision, a “tree pruning or removal crew” shall be defined as all personnel working in a single, geographic work zone.
5. All of CONSULTANT’s personnel who work on any tree in or around primary electrical lines (aerial utilities) shall be Qualified Line Clearance Arborists or Arborist Trainees as defined in *ANSI Z133 4.1.4* and *4.2.3*. A Qualified Arborist shall make the determination if the work can be performed maintaining Minimal Approach Distances (*ANSI Z133 Table 1* and *Table 2*). A Qualified Arborist shall also determine if conditions exist to necessitate the de-energizing of aerial utilities. De-energizing shall be coordinated through CITY.
6. At all times during tree pruning or removal activities, CONSULTANT shall have work crews on-site that are represented by a fluent English-speaking supervisor who is familiar with the Scope of Work 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 *Best Management Practices-Tree Pruning*, as may change from time-to-time. Any deviations must be approved in writing by CITY prior to such work. CITY shall exercise its sole discretion, and be under no obligation as to timing, in acting to either approve, conditionally approve, or deny requested deviations. CITY may also rescind previous approvals, at any time and for any reason. CITY shall issue all approvals of requested deviations in writing.
10. CONSULTANT shall follow the most current edition of the *American National Standards for Arboricultural Operations Safety Requirements (ANSI Z133)*, as may change from time-to-time. Deviations are expressly prohibited.
11. CONSULTANT shall possess a documented California Division of Occupational Health and Safety (“CalOSHA”) compliant safety certification for each aerial lift that its personnel use.

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12. CONSULTANT shall keep all equipment in good working order and shall maintain, operate, and utilize the same in full compliance with applicable manufacturer's instructions, CalOSHA regulations, and California Department of Transportation ("DOT") requirements.
13. CONSULTANT shall hold and maintain, in full force and effect, encroachment permits from CITY (CITY will waive fees) during all work. Encroachment permits applications shall include submittals required by CITY including, at a minimum, a traffic control plan. 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 set up, 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 to be 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.

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 date of the execution of this AGREEMENT, CONSULTANT shall prune trees in accordance with appendices B and E of the RFP that was released by CITY for Tree Pruning and Removal Services on February 6, 2025. 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/she/they 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 *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

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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. 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 ISA Certified 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 a crown is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.

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

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

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28. CONSULTANT shall remove all broken, dead, dying, or loose branches and branch stubs. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed; the live collar should remain intact and uninjured.
29. CONSULTANT shall subordinate or remove branches that are developing in a manner so 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. Tree removal shall be provided on an annual basis and as needed. Within sixty (60) days from the date of the execution of this AGREEMENT, CONSULTANT shall remove trees in accordance with appendices B and E of the RFP that was released by CITY for Tree Pruning

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and Removal Services on February 6, 2025. Apart from the aforementioned annual tree removal, 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.

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.

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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.
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 CR&R Incorporated.
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****Tree Pruning Services**

*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 6, 2025**

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	\$68.50	\$68.50
Arbutus cv. Marina	Marina Strawberry Tree	5	Crown Cleaning & Crown Thinning	\$68.50	\$342.50
Cassia leptophylla	Gold Medallion Tree	2	Crown Cleaning & Crown Thinning	\$68.50	\$137.00
Cercis canadensis	Eastern Redbud	28	Structural Pruning of Small/Young Trees	\$68.50	\$1,918.00
Cercis occidentalis	Western Redbud	14	Structural Pruning of Small/Young Trees	\$68.50	\$959.00
Chilopsis linearis	Desert Willow	3	Crown Cleaning & Crown Thinning	\$68.50	\$205.50
Corymbia citriodora	Lemon-Scented Gum	7	Crown Cleaning & Crown Thinning	\$68.50	\$479.50
Cupaniopsis anacardioides	Carrotwood	13	Crown Cleaning & Crown Thinning	\$68.50	\$890.50
Eucalyptus spp.	Eucalyptus Species	35	Crown Cleaning & Crown Thinning	\$68.50	\$2,397.50
Ficus spp.	Ficus Species	8	Crown Cleaning & Crown Thinning	\$68.50	\$548.00
Fraxinus uhdei	Shamel Ash	8	Crown Cleaning & Crown Thinning	\$68.50	\$548.00
Geijera parviflora	Australian Willow	116	Crown Cleaning & Crown Thinning	\$68.50	\$7,946.00
Jacaranda mimosifolia	Jacaranda	1	Crown Cleaning & Crown Thinning	\$68.50	\$68.50
Koelreuteria bipinnata	Chinese Flame Tree	1	Crown Cleaning & Crown Thinning	\$68.50	\$68.50
Lagerstroemia indica	Crapemyrtle	51	Crown Cleaning & Crown Thinning	\$68.50	\$3,493.50
Liriodendron tulipifera	Tulip Poplar	29	Structural Pruning of Small/Young Trees	\$68.50	\$1,986.50
Magnolia grandiflora	Southern Magnolia	120	Crown Cleaning & Crown Thinning	\$68.50	\$8,220.00
Olea europaea	Olive Tree	52	Crown Cleaning & Crown Thinning	\$68.50	\$3,562.00
Pinus canariensis	Canary Island Pine	31	Crown Cleaning & Crown Thinning	\$68.50	\$2,123.50
Pinus halepensis	Aleppo Pine	3	Crown Cleaning & Crown Thinning	\$68.50	\$205.50
Platanus racemosa	California Sycamore	109	Crown Cleaning & Crown Thinning	\$68.50	\$7,466.50
Psidium guajava	Common Guava	1	Crown Cleaning & Crown Thinning	\$68.50	\$68.50
Schinus molle	California Pepper Tree	1	Crown Cleaning & Crown Thinning	\$68.50	\$68.50
Schinus terebinthifolius	Brazilian Pepper Tree	56	Crown Cleaning & Crown Thinning	\$68.50	\$3,836.00
Searsia lancea	African Sumac	92	Crown Cleaning & Crown Thinning	\$68.50	\$6,302.00
Syagrus romanzoffiana	Queen Palm	9	Palm Pruning	\$68.50	\$616.50
Ulmus parvifolia	Chinese Elm	4	Crown Cleaning & Crown Thinning	\$68.50	\$274.00
Washingtonia robusta	Mexican Fan Palm	2	Palm Pruning**	\$68.50	\$137.00
Xylosma congestum	Shiny Xylosma	14	Crown Cleaning & Crown Thinning	\$68.50	\$959.00
TOTAL		816		GRAND TOTAL	\$55,896.00

* In the event that CITY modifies appendices B and/or E of the Request for Proposals (RFP) that was released by CITY for Tree Pruning and Removal Services on February 6, 2025, such modifications shall be made at the "Rate

per Tree” contained in Column E.

** Scope for Mexican Fan Palms updated subsequent to RFP.

Tree Removal Services

*Table 1-2: Compensation Schedule – Tree Removal 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 6, 2025**

A	B	C	D	E	F
Botanical Name	Common Name	Number of Trees	Scope (refer to Number 25 in Section 1.4 of this RFP)	Rate per Tree	Total Rate by Botanical Name (Column C x E)
Cercis occidentalis	Western Redbud	1	Remove	\$195.00	\$195.00
Olea europaea	Olive Tree	1	Remove	\$495.00	\$495.00
Magnolia grandiflora	Southern Magnolia	5	Remove	\$195.00	\$975.00
Eucalyptus spp.	Eucalyptus Species	1	Remove	\$2,250.00	\$2,250.00
TOTAL		8		GRAND TOTAL	\$3,915.00

As-Needed Services

Table 1-3: Compensation Schedule – As-Needed Services

Description	Rate
Service Request Tree Pruning	N/A
Tree & Stump Removal	\$60.00 per inch
Tree Only Removal	\$47.00 per inch
Stump Only Removal	\$23.00 per inch
Crew Rental*	\$110.00 per person/per hour
Emergency Crew Rental*	\$140.00 per person/per hour
Emergency Crew Rental* (Double Overtime/Sunday/Holiday**)	\$175 per person/per hour
Arborist Services	\$175.00 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 tables 1-1, 1-2 and 1-3 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) Professional 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.

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

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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City of Laguna Woods

**General Plan Annual Report
2025**

Planning & Environmental Services Department



**City of Laguna Woods
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Laguna Woods, CA 92637
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March 18, 2026

2025 General Plan Annual Report

Period of this Annual Report

This General Plan Annual Report is for the 2025 calendar year (January – December 2025).

Purpose of this Annual Report

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

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

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

California Government Code Section 65400 requires the housing element portion of the annual report to be prepared through the use of standards, forms, and definitions adopted by HCD, and be considered at a public meeting before the City Council where members of the public must be allowed to provide oral testimony and written comments. The public meeting for this 2025 General Plan Annual Report was held concurrent with the City Council’s regular meeting on March 18, 2026. A final copy of the report will be submitted to OPR and HCD after the March 18, 2026 meeting.

General Plan Background and Amendments

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

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

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

Table 1 – Adopted General Plan Amendments

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

Table continued on page four.

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Table continued from page three.

Date of Amendment	Title of Amendment	Description of Amendment
January 2009	General Plan Housing Element Update	Housing Element Update
December 2010	General Plan Land Use Element and Map Amendment	General Plan Amendment incorporating new “Residential Community” and “Community Facilities” land use designation and reflecting a private community name change from “Leisure World” to “Laguna Woods Village”
June 2013	General Plan Circulation Element Update	Addition of a road definition and updates to ensure consistency with the Master Plan of Arterial Highways (MPAH)
February 2014	General Plan Housing Element Update	Housing Element Update (streamlined option)
April 2014	General Plan Safety Element Update	Comprehensive update of the Safety Element
July 2015	General Plan Conservation Element Update	Comprehensive update of the Conservation Element
July 2015	General Plan Amendment (GPA 15-19)	General Plan Amendment to change the land use designation for eight parcels from “Urban Activities Center” to “Open Space”
August 2017	General Plan Land Use Element Amendment (GPA/ZC-1169)	General Plan Amendment related to Urban Activities Center (UAC) properties, including changes in land use designations for six parcels and deletion of the UAC land use designation
February 2022	General Plan Housing Element Update	Housing Element Update (adopted on February 9, 2022)
August 2022	General Plan Housing Element Update	Housing Element Update (adopted on August 12, 2022)
August 2024	Laguna Woods General Plan and Zoning Code Update, State Clearinghouse Number 2022080022	Land Use Element update to change the land use designations of 12 properties (a total of 14 parcels), and undertake a corresponding rezone of the 12 properties, to better represent their existing uses. Circulation Element,

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		Land Use Element, and Noise Element updates to ensure internal consistency with the Housing Element, update background and existing condition information, update the identification of priority issues, update goals and policy objectives, and make other changes intended to modernize the documents while also promoting clarity and ease of use. The Circulation Element was renamed the “Mobility Element.”
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Pending General Plan Updates

A General Plan update involving the Safety Element is pending. The update is intended to ensure compliance with California Government Code Section 65302(g)(4), update background and existing condition information, update the identification of priority issues, update goals and policy objectives, and make other changes intended to modernize the documents while also promoting clarity and ease of use. City Council consideration of the Safety Element update is anticipated to occur in 2026.

Preliminary work has also begun to prepare background and existing condition information for future updates of the Conservation and Open Space elements.

City’s Responsibility

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

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

Status of General Plan Implementation Actions

The City’s implementation of the General Plan is ongoing and largely achieved through the adoption of City Council directives, policies, ordinances, and resolutions; incorporation into governmental activities of applicable departments; and, processing of development applications and entitlements. The City’s consideration of the General Plan occurs on a routine basis; implementation is progressing, concurrent with the General Plan update that is currently underway. The City’s budgets, work plans, capital improvement programs, annual comprehensive financial reports, ordinances, and resolutions more

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specifically describe the City’s actions associated with implementation of the General Plan. To obtain copies of those documents, please contact the City Clerk’s Office at (949) 639-0500.

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

Housing Element Annual Progress Report

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

Table 2 summarizes the City’s RHNA allocation for the “6th cycle” from October 2021 to October 2029.

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

Income Category	RHNA Allocation (Dwelling Units)
Very Low Income	127
Low Income	136
Moderate Income	192
Above Moderate Income	542
TOTAL	997

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

Attached:

Start Here (1 page)

Summary (1 page)

Table A – Housing Development Applications Submitted (2 pages)

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

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

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

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Table D – Program Implementation Status pursuant to GC Section 65583 (*8 pages*)

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

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

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

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

Table H – Locally Owned Surplus Sites (*1 page*)

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

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

Table K – Tenant Preference Policy (*1 page*)

Table L – Historical Resources (*1 page*)

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

Please Start Here

General Information	
Jurisdiction Name	Laguna Woods
Reporting Calendar Year	2025
Contact Information	
First Name	Christopher
Last Name	Macon
Title	City Manager
Email	cmacon@cityoflagunawoods.org
Phone	9496390500
Mailing Address	
Street Address	24264 El Toro Road
City	Laguna Woods
Zipcode	92637

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

[Click here to download APR Instructions](#)

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

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Jurisdiction	Laguna Woods	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

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

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

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

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

Use of Streamlined Ministerial Approval Process or SMAP (formerly SB 35 / 423) - Applications	
Number of SMAP Applications	0
Number of SMAP Applications Approved	0

Units Constructed - SMAP (formerly SB 35 / 423) - Permits			
Income	Rental	Ownership	Total
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

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

Ministerial and Discretionary Applications	# of	Units
Ministerial	0	0
Discretionary	0	0

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

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	34
Sites Rezoned to Accommodate the RHNA	0

ORT

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

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

Affordability by Household Incomes - Certificates of Occupancy												Streamlining	Historic Sites	Infill	
10											11	12	13	14	15
Acutely Low Income Deed Restricted	Acutely Low Income Non Deed Restricted	Extremely Low Income Deed Restricted	Extremely Low Income Non Deed Restricted	Very Low Income Deed Restricted	Very Low Income Non Deed Restricted	Low Income Deed Restricted	Low Income Non Deed Restricted	Moderate Income Deed Restricted	Moderate Income Non Deed Restricted	Above Moderate Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Infill Units? Y/N*
0	0	0	0	0	0	0	0	0	0	0		0			
												0			

Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
16	17	18	19	20			21	22	23	24	25
Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
				0							

Jurisdiction	Laguna Woods	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

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

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1	Projection Period	2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021-10/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Extremely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Very Low	Deed Restricted	127	-	-	-	-	-	-	-	-	-	-	-	127
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Low	Deed Restricted	136	-	-	-	-	-	-	-	-	-	-	-	136
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Moderate	Deed Restricted	192	-	-	-	-	-	-	-	-	-	-	-	192
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Above Moderate		542	-	-	-	-	-	-	-	-	-	-	-	542
Total RHNA		997												
Total Units			-	-	-	-	-	-	-	-	-	-	-	997

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
 - You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
 - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
 - All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

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

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

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

Jurisdiction		Laguna Woods						
Reporting Year		2025	(Jan. 1 - Dec. 31)					
Table D								
Program Implementation Status pursuant to GC Section 65583								
Housing Programs Progress Report								
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.								
1	2	3	4	5	6	7	8	9
Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category	Quantified Outcomes: Count	Supporting Documents
Program H-1.1.1. Rezone the 17 potential housing sites identified in the Housing Sites Inventory and Analysis (Exhibit C) to accommodate the City's housing needs allocation (Table H-1).	Policy Objective H-1.1. Make sites available to accommodate current and projected housing needs for groups at all income levels, in accordance with California Government Code Section 65583(c)(1).	12/31/2023	6th Cycle	Completed	Implemented: Ordinance No. 24-06 (September 18, 2024)	Other	17	https://library.municode.com/ca/laguna_woods/codes/code_of_ordinances?nodeId=TIT13ZO
Program H-1.2.1. Continue to maintain website information regarding fees, exactions, and affordability requirements imposed by the City that are applicable to housing development projects, in accordance with California Government Code Section 65940.1.	Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.	12/31/2029	6th Cycle	Continuous	Ongoing: Information responsive to California Government Code Section 65940.1 is available on the City's website.	Other	1	https://www.cityoflagunawoods.org/transparency/
Program H-1.2.2. Prepare and maintain a webpage with information related to the 17 potential housing sites identified in the Housing Sites Inventory and Analysis (Exhibit C), including a Geographic Information System (GIS) map layer with geospatial information.	Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.	12/31/2023	6th Cycle	Completed	Implemented: Information regarding the Housing Sites Inventory and Analysis is available on the City's website. A GIS map layer is available on the City's public GIS platform, which is accessible from the City's website.	Other	1	https://www.cityoflagunawoods.org/housingelement/
Program H-1.2.3. Conduct a market study and then amend the existing inclusionary housing ordinance to modify the minimum percentages of new housing units that must be deed-restricted for extremely low, very low, and low-income households, as feasible and advantageous to promote the development of affordable housing.	Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.	12/31/2023	6th Cycle	Completed	Implemented: Ordinance No. 24-07 (September 18, 2024)	Other	1	https://library.municode.com/ca/laguna_woods/ordinances/code_of_ordinances?nodeId=1315013

<p>Program H-1.2.4. Adopt an ordinance creating an expedited and fee reduced lot consolidation process for consolidations involving any one or more adjacent residentially zoned parcels (including, but not limited to, the potential housing sites identified in the Housing Sites Inventory and Analysis (Exhibit C)) for the purpose of incentivizing or making more financially feasible housing projects in which at least 5% of housing units are affordable for extremely low income households; at least 10% of housing units are affordable for very low or low-income households; or, at least 50% of housing units are affordable for moderate-income households. To be eligible, the affordable housing units shall be subject to an affordability</p>	<p>Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.</p>	<p>12/31/2023</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>Not yet Implemented: The City Council adopted the 2021 2029 General Plan Housing Element in August 2023. The City entered into an agreement with a consultant to provide recommendations regarding both the manner in which such an ordinance could be drafted and the nature of potential "expedited and fee reduced" offerings. The consultant's initial recommendations were provided in 2023. Due to the prioritization of Program H-1.1.1 (Rezoning) and staffing constraints, this program is now expected to be implemented in Calendar Year 2026.</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-1.2.5. Adopt an ordinance waiving or reducing City building permit fees for housing projects in which at least 5% of housing units are affordable for extremely low income households; at least 10% of housing units are affordable for very low or low-income households; or, at least 50% of housing units are affordable for moderate-income households. To be eligible, the housing units shall be subject to an affordability covenant for at least 55 years.</p>	<p>Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.</p>	<p>12/31/2023</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>Not yet Implemented: The City Council adopted the 2021 2029 General Plan Housing Element in August 2023. An ordinance waiving or reducing City building permit fees for qualifying housing projects is tentatively scheduled for consideration of adoption following the next regularly scheduled building fee schedule update in 2026. There was no building fee schedule update in Calendar Year 2024.</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-1.2.6. Amend various, existing housing-related provisions of the Laguna Woods Municipal Code to promote regulatory clarity.</p>	<p>Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.</p>	<p>12/31/2023</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Implemented: Ordinance Nos. 23-02 (August 16, 2023) and 23-03 (November 15, 2023)</p>	<p>Other</p>	<p>1</p>	<p>https://library.municode.com/ca/laguna_woods/ordinances/code_of_ordinances?nodeId=1232942 https://library.municode.com/ca/laguna_woods/ordinances/code_of_ordinances?nodeId=1249073</p>
<p>Program H-1.2.7. Formalize written procedures for the application and processing of housing projects eligible for streamlined, ministerial approval pursuant to California Government Code Section 65913.4</p>	<p>Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.</p>	<p>12/31/2023</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Implemented: Formalization of written procedures for project processing pursuant to California Government Code Section 65913.4 was completed in 2023.</p>	<p>Other</p>	<p>1</p>	<p>Contact City staff</p>

<p>Program H-1.2.8. Investigate potential incentives for the development of housing projects with features that exceed the minimum requirements set forth in the California Building Energy Efficiency Standards. If feasible and economical, adopt such incentives.</p>	<p>Policy Objective H-1.2. Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.</p>	<p>12/31/2029</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>Not yet Implemented: The effective date of the 2022 California Building Standards Code was January 1, 2023. Following discussions with a potential technical expert consultant, retired university professor with relevant expertise, and the Southern California Edison Reach Code Program, staff determined to pursue implementation of this program after the January 1, 2026 effective date of the 2025 California Building Standards Code. AB 130 (Committee on Budget, Chapter 22, Statutes of 2025) limits the City's ability to complete this program.</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-1.3.1. Continue to consider transitional housing a residential use of property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zoning district.</p>	<p>Policy Objective H-1.3. Provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.</p>	<p>12/31/2029</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>Ongoing: The Laguna Woods Municipal Code considers transitional housing a residential use of property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zoning district.</p>	<p>Other</p>	<p>1</p>	<p>https://library.municode.com/ca/laguna_woods/codes/code_of_ordinances?nodeId=TIT13Z0</p>
<p>Program H-1.3.2. Continue to consider supportive housing a residential use of property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zoning district.</p>	<p>Policy Objective H-1.3. Provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.</p>	<p>12/31/2029</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>Ongoing: The Laguna Woods Municipal Code considers supportive housing a residential use of property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zoning district.</p>	<p>Other</p>	<p>1</p>	<p>https://library.municode.com/ca/laguna_woods/codes/code_of_ordinances?nodeId=TIT13Z0</p>
<p>Program H-1.3.3. Continue to permit supportive housing by right in all zoning districts where multifamily and mixed uses are permitted.</p>	<p>Policy Objective H-1.3. Provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.</p>	<p>12/31/2029</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>Ongoing: The Laguna Woods Municipal Code permits supportive housing by right in all zoning districts where multifamily and mixed uses are permitted.</p>	<p>Other</p>	<p>1</p>	<p>https://library.municode.com/ca/laguna_woods/codes/code_of_ordinances?nodeId=TIT13Z0</p>
<p>Program H-1.3.4. Amend various, existing housing-related provisions of the Laguna Woods Municipal Code to conform to state law.</p>	<p>Policy Objective H-1.3. Provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.</p>	<p>12/31/2023</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Implemented: Ordinance Nos. 23-02 (August 16, 2023) and 23-03 (November 15, 2023)</p>	<p>Other</p>	<p>1</p>	<p>https://library.municode.com/ca/laguna_woods/ordinances/code_of_ordinances?nodeId=1232942 https://library.municode.com/ca/laguna_woods/ordinances/code_of_ordinances?nodeId=1249073</p>
<p>Program H-1.4.1. Continue to maintain an ordinance that conforms to the provisions of California Government Code Section 65852.2 related to accessory dwelling units and junior accessory dwelling units, including amending the ordinance as necessary.</p>	<p>Policy Objective H-1.4. Incentivize and promote the creation of accessory dwelling units that can be offered at affordable rent for very low, low-, or moderate-income households.</p>	<p>12/31/2029</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>Ongoing: The City is in the process of updating the Laguna Woods Municipal Code to conform to the provisions of California Government Code Section 65852.2 related to accessory dwelling units and junior accessory dwelling units. City staff has been in dialogue with HCD staff to better understand necessary changes. An updated ordinance is tentatively scheduled to be presented for City Council consideration no later than May 2026.</p>	<p>Other</p>	<p>0</p>	<p>None</p>

<p>Program H-1.4.2. Prepare and maintain a webpage with information related to Laguna Woods Municipal Code requirements, processing procedures, and incentives pertaining to the development of accessory dwelling units and junior accessory dwelling units. Prepare and maintain a flyer with related information.</p>	<p>Policy Objective H-1.4. Incentivize and promote the creation of accessory dwelling units that can be offered at affordable rent for very low, low-, or moderate-income households.</p>	<p>12/31/2023</p>	<p>6th Cycle</p>	<p>Not Yet Started</p>	<p>Not yet Implemented: Due to the prioritization of Program H-1.1.1 (Rezoning) and staffing constraints, as well as the need to update the Laguna Woods Municipal Code per Program H-14.1, this program is now expected to be implemented in Calendar Year 2026.</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-1.4.3. Designate and maintain a "specialist" to assist with the processing and approval of applications to develop accessory dwelling units and junior accessory dwelling units.</p>	<p>Policy Objective H-1.4. Incentivize and promote the creation of accessory dwelling units that can be offered at affordable rent for very low, low-, or moderate-income households.</p>	<p>12/31/2022</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Implemented: The City's Senior Planner has been designated as a "specialist" to assist with the processing and approval of applications to develop accessory dwelling units and junior accessory dwelling units.</p>	<p>Other</p>	<p>1</p>	<p>https://www.cityoflagunawoods.org/wp-content/uploads/2025/07/2025-06-25-Job-Classification-Senior-Planner.pdf</p>
<p>Program H-1.5.1. Continue to maintain an ordinance that conforms to the provisions of California Government Code Section 65583 related to emergency shelters, including amending the ordinance as necessary.</p>	<p>Policy Objective H-1.5. Make sites available to accommodate emergency housing needs for homeless persons and families, in accordance with California Government Code Section 65583(a)(7).</p>	<p>12/31/2029</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>Ongoing: The Laguna Woods Municipal Code conforms to the provisions of California Government Code Section 65583 related to emergency shelters.</p>	<p>Other</p>	<p>1</p>	<p>https://library.municode.com/ca/laguna_woods/codes/code_of_ordinances?nodeId=TIT13Z0</p>
<p>Program H-2.1.1. Prepare and maintain a webpage with information on home improvement-related financial assistance opportunities available to extremely low, very low, and low-income households. Train City staff to make referrals using the webpage.</p>	<p>Policy Objective H-2.1. Conserve and improve the condition of the existing affordable housing stock.</p>	<p>12/31/2023</p>	<p>6th Cycle</p>	<p>Not Yet Started</p>	<p>Not yet Implemented: Due to the prioritization of Program H-1.1.1 (Rezoning) and staffing constraints, this program is now expected to be implemented in Calendar Year 2026. Staff has received inquiries regarding financial assistance to support energy efficiency improvements and successfully referred those individuals to Southern California Edison.</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-2.1.2. Investigate potential incentives for property owners to extend and/or expand existing affordability covenants beyond the planned expiration date and/or current number of housing units, with an emphasis on incentivizing (i) affordability covenants for extremely low and very low income housing units, and (ii) affordability covenants that apply to housing units in a range of sizes. If feasible and economical, adopt such incentives.</p>	<p>Policy Objective H-2.1. Conserve and improve the condition of the existing affordable housing stock.</p>	<p>12/31/2024</p>	<p>6th Cycle</p>	<p>Not Yet Started</p>	<p>Not yet Implemented: Due to the prioritization of Program H-1.1.1 (Rezoning) and staffing constraints, this program is now expected to be implemented in Calendar Year 2026 (for investigation). Existing affordability covenants do not expire until October 16, 2054.</p>	<p>Other</p>	<p>0</p>	<p>None</p>

<p>Program H-2.2.1. Prepare and maintain a webpage with information on home improvement-related financial assistance opportunities available to persons with special needs. Train City staff to make referrals using the webpage.</p>	<p>Policy Objective H-2.2. Promote accessible and accommodating housing options for persons with special needs.</p>	<p>12/31/2023</p>	<p>6th Cycle</p>	<p>Not Yet Started</p>	<p>Not yet Implemented: Due to the prioritization of Program H-1.1.1 (Rezoning) and staffing constraints, this program is now expected to be implemented in Calendar Year 2026. Staff has received inquiries regarding financial assistance to support energy efficiency improvements and successfully referred those individuals to Southern California Edison.</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-2.2.2. Adopt an ordinance waiving or reducing City building permit fees for improvements to the home of a person at least 60 years of age with a qualifying disability that are made to accommodate that disability, as provided for by California Health and Safety Code Section 17951.7. Consider including provisions allowing for similar building permit fee waivers or reductions for improvements to the home of a person with a qualifying disability that are made to accommodate that disability, regardless of age. Prepare and maintain a flyer with related information. Conduct annual outreach to nonprofit organizations known to provide medical or social services to residents with disabilities. Conduct biennial outreach</p>	<p>Policy Objective H-2.2. Promote accessible and accommodating housing options for persons with special needs.</p>	<p>12/31/2023</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>Not yet Implemented: The City Council adopted the 2021 2029 General Plan Housing Element in August 2023. An ordinance waiving or reducing City building permit fees for qualifying home improvements is tentatively scheduled for consideration of adoption following the next regularly scheduled building fee schedule update in 2026. There was no building fee schedule update in Calendar Year 2024.</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-2.2.3. Provide opportunities for reimbursements, grants, or other forms of financial assistance to support home improvements that increase accessibility or functionality for persons with special needs. Conduct annual outreach to nonprofit organizations known to provide medical or social services to residents with special needs. Conduct biennial outreach to residents residing in census tracts 626.22 and 626.48 due to their comparatively lower economic domain scores from the TCAC/HCD Opportunity Map.</p>	<p>Policy Objective H-2.2. Promote accessible and accommodating housing options for persons with special needs.</p>	<p>12/31/2022</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>Not yet Implemented: The City has been working to develop a program using Permanent Local Housing Allocation funds to provide financial assistance to support home improvements that increase accessibility or functionality for persons with special needs. The City submitted a Request for Coverage Determination to the California Department of Industrial Relations for the program under development and received a determination on June 17, 2024. The determination materially affects the manner in which the program was to operate, which has delayed completion of the program.</p>	<p>Other</p>	<p>0</p>	<p>None</p>

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<p>Program H-2.3.1. Formalize a proactive code enforcement program that focuses on housing-related rehabilitation needs, results in repairs, and seeks to mitigate potential cost, displacement, and relocation impacts on residents.</p>	<p>Policy Objective H-2.3. Promote housing conservation and revitalization.</p>	<p>12/31/2025</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>Not yet Implemented: A formal plan for a proactive code enforcement program, including enforcement priorities, has been drafted and is undergoing internal review. Staff anticipates completing this program in Calendar Year 2026.</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-3.1.1. Improve pedestrian accessibility on sidewalks, curb ramps, crosswalks, and other public property connecting housing with transit stops, public buildings, and businesses.</p>	<p>Policy Objective H-3.1. Enhance access to housing.</p>	<p>12/31/2029</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>Ongoing: The City's Americans with Disabilities Act (ADA) Pedestrian Accessibility Project: Phase 9 is underway and anticipated to be completed in Fiscal Year 2025-26. The City has been notified by the County of Orange that an additional project phase is being recommended to receive Community Development Block Grant funding in Fiscal Year 2026-27.</p>	<p>Other</p>	<p>1</p>	<p>Contact City staff</p>
<p>Program H-3.1.2. Pursue partnerships and seek funding to provide Laguna Woods-based housing mobility counseling services. If feasible and economical, implement such services.</p>	<p>Policy Objective H-3.1. Enhance access to housing.</p>	<p>12/31/2029</p>	<p>6th Cycle</p>	<p>Not Yet Started</p>	<p>Not yet Implemented: Staff anticipates completing its biennial process to identify interested and qualified service providers in Calendar Year 2026.</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-3.1.3. Adopt an ordinance waiving or reducing City building permit fees, or providing other incentives, for housing projects that prepare and implement an affirmative marketing plan designed to attract renters or buyers of diverse demographics, including persons of any race, color, religion, sex, handicap, familial status, or national origin.</p>	<p>Policy Objective H-3.1. Enhance access to housing.</p>	<p>12/31/2023</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>Not yet Implemented: An ordinance waiving or reducing City building permit fees for housing projects that prepare and implement an affirmative marketing plan is tentatively scheduled for consideration of adoption following the next regularly scheduled building fee schedule update in 2026. There was no building fee schedule update in Calendar Year 2024.</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-3.2.1. Prepare and maintain a webpage with information on housing mediation, foreclosure assistance, and multilingual tenant legal counseling services. Train City staff to make referrals using the webpage.</p>	<p>Policy Objective H-3.2. Protect existing residents from displacement.</p>	<p>12/31/2023</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>Not yet Implemented: Due to the prioritization of Program H-1.1.1 (Rezoning) and staffing constraints, this program is now expected to be implemented in Calendar Year 2026.</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-3.2.2. Pursue partnerships and seek funding to provide Laguna Woods-based housing mediation, foreclosure assistance, tenant legal counseling services, and vocational counseling services. If feasible and economical, implement such services.</p>	<p>Policy Objective H-3.2. Protect existing residents from displacement.</p>	<p>12/31/2029</p>	<p>6th Cycle</p>	<p>Not Yet Started</p>	<p>Not yet Implemented: Staff anticipates completing its biennial process to identify interested and qualified service providers in Calendar Year 2026.</p>	<p>Other</p>	<p>0</p>	<p>None</p>

<p>Program H-3.2.3. Investigate potential hazard mitigation measures that would reduce or eliminate the long-term risk of residential displacement as a result of future disasters. If feasible and economical, implement such hazard mitigation measures.</p>	<p>Policy Objective H-3.2. Protect existing residents from displacement.</p>	<p>12/31/2025</p>	<p>6th Cycle</p>	<p>Not Yet Started</p>	<p>Not yet Implemented: This program will be pursued after the City's Emergency Operations Plan (EOP) is updated in Calendar Year 2026. The EOP update includes preparation of a comprehensive hazard analysis and climate vulnerability assessment, both of which will aid in the investigation contemplated by this program.</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-3.2.4. Investigate potential incentives for property owners of apartment and cooperative housing units for which tenants pay usage based energy costs to make energy efficiency improvements that exceed the minimum requirements set forth in the California Building Energy Efficiency Standards. If feasible and economical, implement such incentives. Prioritize incentives for residents residing in census tracts 626.46 and 626.47 due to those areas being identified in this Housing Element as susceptible to displacement and having the highest renter vulnerability indices, as feasible and economical.</p>	<p>Policy Objective H-3.2. Protect existing residents from displacement.</p>	<p>12/31/2025</p>	<p>6th Cycle</p>	<p>Not Yet Started</p>	<p>Not yet Implemented: Due to the prioritization of Program H-1.1.1 (Rezoning) and staffing constraints, this program is now expected to be implemented in Calendar Year 2026 (for investigation).</p>	<p>Other</p>	<p>0</p>	<p>None</p>
<p>Program H-3.2.5. Investigate opportunities to provide rental relief for residents at risk for homelessness. If feasible and economical, implement such opportunities. Prioritize rental relief for residents residing in census tracts 626.46 and 626.47 due to those areas being identified in this Housing Element as susceptible to displacement and having the highest renter vulnerability indices, as feasible and economical.</p>	<p>Policy Objective H-3.2. Protect existing residents from displacement.</p>	<p>12/31/2024</p>	<p>6th Cycle</p>	<p>Not Yet Started</p>	<p>Not yet Implemented: Due to the prioritization of Program H-1.1.1 (Rezoning) and staffing constraints, this program is now expected to be implemented in Calendar Year 2026 (for investigation).</p>	<p>Other</p>	<p>0</p>	<p>None</p>

ITEM 7.7

<p>Program H-4.1.1. Host an annual public forum to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provide public education related to the purpose and scope of the housing element, as well as progress in its implementation; and <input type="checkbox"/> Solicit public input on the implementation of the housing element, existing and projected housing needs for all economic segments, and resources and constraints relevant to meeting housing needs. 	<p>Policy Objective H-4.1. Conduct annual monitoring of the housing element.</p>	<p>12/31/2023</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>Not yet Implemented: The City Council adopted the 2021 2029 General Plan Housing Element in August 2023. Due to the prioritization of Program H-1.1.1 (Rezoning) and staffing constraints, the first annual public forum is now expected to be held in Calendar Year 2026.</p>	<p>Meetings</p>	<p>0</p>	<p>None</p>
<p>Program H-4.1.2. Prepare and submit an annual report to the City Council, California Governor's Office of Planning and Research, and HCD with:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The information required by California Government Code Section 65400(a)(2), in the form and manner specified; and <input type="checkbox"/> A statement regarding the general plan's internal consistency and, if necessary, the identification of corrective actions that will be taken to resolve any internal inconsistency. 	<p>Policy Objective H-4.1. Conduct annual monitoring of the housing element.</p>	<p>12/31/2029</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>Annually: California Government Code Section 65400 requires the housing element portion of the annual report to be prepared through the use of standards, forms, and definitions adopted by HCD, and be considered at a public meeting before the City Council where members of the public must be allowed to provide oral testimony and written comments. The public meeting for this 2025 General Plan Annual Report was held concurrent with the City Council's regular meeting on March 18, 2026. A final copy of the report will be submitted to OPR and HCD after the March 18, 2026 meeting.</p>	<p>Other</p>	<p>1</p>	<p>Contact City staff</p>
<p>Program H-4.2.1. Deliver each adopted housing element (including amendments thereto) to the El Toro Water District, in accordance with California Government Code Section 65589.7(a).</p>	<p>Policy Objective H-4.2. Coordinate implementation of this housing element with the water and sewer agency.</p>	<p>12/31/2029</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>As Needed: Adopted housing elements will be delivered to the El Toro Water District as required by California Government Code Section 65589.7(a).</p>	<p>Other</p>	<p>1</p>	<p>Contact City staff</p>

Jurisdiction	Laguna Woods
Reporting Period	2025 (Jan. 1 - Dec. 31)
Planning	6th Cycle 10/15/2021 - 10/15/2029

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

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

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

Jurisdiction	Laguna Woods
Reporting Period	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

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

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

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

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

Jurisdiction	Laguna Woods
Reporting Period	2025 (Jan. 1 - Dec. 31)
Period	6th Cycle 10/15/2021 - 10/15/2029

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

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

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

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

Jurisdiction	Laguna Woods	NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2025 (Jan. 1 - Dec. 31)		

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

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

Jurisdiction	Laguna Woods	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

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

ANNUAL ELEMENT P
Housing Element Imp

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

PROGRESS REPORT

Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915						
Units (Beds/Student Capacity) Approved					Units (Beds/Student Capacity) Granted	Notes
4					5	6
Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Additional Beds Created Due to Density Bonus	Notes

Jurisdiction	Laguna Woods	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K

Tenant Preference Policy

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

Does the Jurisdiction have a local tenant preference policy?		
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.		
Notes		

7.8 REJECTION OF CLAIM AGAINST THE CITY

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

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: March 18, 2026 City Council Meeting

SUBJECT: Rejection of Claim Against the City

Recommendation

Reject the following claim against the City:

Claimant: Maria Casallas Garcia
Date of Loss: 12/26/2025
Claim Filing Date: 03/05/2026
City File Number: CJP-3056182

For Additional Information

Please refer to Item 7.0 (Consent Calendar Summary).

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7.9

**CITY COUNCIL TRAVEL REIMBURSEMENT
(AGENDIZED BY COUNCILMEMBER
CONNERS)**

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

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: March 18, 2026 City Council Meeting

SUBJECT: City Council Travel Reimbursement
(agendized by Councilmember Conners)

Recommendation

Authorize expenditures from the existing City Council Department budget for mileage to and from Councilmember Conners' home and the Gaylord Pacific Resort in Chula Vista, California, for Councilmember Conners to participate in the California Joint Powers Insurance Authority's Elected Officials Summit, April 29-May 1, 2026, in a total amount not to exceed \$140.

For Additional Information

Please refer to Item 7.0 (Consent Calendar Summary).

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8.1
EMERGENCY MANAGEMENT ORDINANCE

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: March 18, 2026 City Council Meeting

SUBJECT: Emergency Management Ordinance

Recommendation

1. Receive staff report.

AND
2. Open public hearing.

AND
3. Receive public testimony.

AND
4. Close public hearing.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 7.04 OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO EMERGENCY MANAGEMENT INCLUDING, BUT NOT LIMITED TO, ORGANIZATION, FUNCTION, POWERS, DUTIES, AND VIOLATIONS; AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Background

The Fiscal Years 2025-27 Budget & Work Plan includes a significant work plan item to review and update the Emergency Operations Plan with a focus on enhancing alert, warning, and evacuation planning, particularly in the event of wildfires. Updates are also to be made to reflect changes in the City's organizational structure and to integrate with external plans.

As part of reviewing the Emergency Operations Plan, staff also reviewed Chapter 7.04 of the Laguna Woods Municipal Code pertaining to emergency management. The City Council most recently updated Chapter 7.04 on December 7, 2011.

Discussion

Today's meeting is an opportunity for City Council action and public input on an ordinance that would amend Chapter 7.04 of the Laguna Woods Municipal Code pertaining to emergency management (Attachment A). Staff recommends that the City Council conduct a public hearing and initiate the adoption process for the proposed ordinance to promote compliance with the California Emergency Services Act (California Government Code Section 8550 et seq.), more explicitly enumerate emergency powers and duties, and clarify and enhance ease of use and application of Chapter 7.04 of the Laguna Woods Municipal Code, both for internal parties and the public.

The proposed ordinance would modify existing language within the Laguna Woods Municipal Code pertaining to emergency management including, but not limited to, organization, functions, powers, duties, and violations. The purpose and intent of the proposed ordinance is to provide for the preparation and implementation of plans for the protection of persons and property within the City in the event of an emergency; to empower certain City officials and staff to promulgate orders and regulations necessary to provide for the protection of life and property or to preserve public order and safety; and, to provide for the coordination of the emergency service functions of this City with all other public agencies and affected private persons, corporations, and organizations. The proposed ordinance is also intended to comply with the California Emergency Services Act.

In preparing the proposed ordinance, staff reviewed and incorporated concepts, language, and requirements set forth in:

- The current text of the California Emergency Services Act; and
- The model "emergency ordinance" for cities prepared by the California Governor's Office of Emergency Services.

Staff also reviewed other cities' emergency ordinances.

The proposed ordinance does not confer upon the City Council any powers not already provided for in the California Emergency Services act or other applicable law.

If the recommended action is taken at today's meeting, staff anticipates scheduling the second reading and consideration of adoption of the proposed ordinance for the City Council's next regular meeting on April 15, 2026. If adopted on April 15, 2026, the ordinance would take effect 30 days thereafter.

Fiscal Impact

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

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 Guidelines 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.

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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**CITY OF LAGUNA WOODS
ORDINANCE NO. 26-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 7.04 OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO EMERGENCY MANAGEMENT INCLUDING, BUT NOT LIMITED TO, ORGANIZATION, FUNCTION, POWERS, DUTIES, AND VIOLATIONS; AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, staff has recommended amending Chapter 7.04 (“Emergency Management”) of the Laguna Woods Municipal Code (“Code Amendments”) pertaining to emergency management to promote compliance with the California Emergency Services Act (California Government Code Section 8550 et seq.), more explicitly enumerate emergency powers and duties, and clarify and enhance ease of use and application of Chapter 7.04 of the Laguna Woods Municipal Code, both for internal parties and the public; and

WHEREAS, the purpose and intent of the Code Amendments is to provide for the preparation and implementation of plans for the protection of persons and property within the City in the event of an emergency; to empower certain City officials and staff to promulgate orders and regulations necessary to provide for the protection of life and property or to preserve public order and safety; and, to provide for the coordination of the emergency service functions of this City with all other public agencies and affected private persons, corporations, and organizations. The Code Amendments are also intended to comply with the California Emergency Services Act (California Government Code Section 8550 et seq.); and

WHEREAS, at the regular meeting on March 18, 2026, 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; and

WHEREAS, at the regular meeting on April 15, 2026, the City Council considered this Ordinance for a second time in open session and also 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 above recitals are true and correct.

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that the 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 hereby finds that, even if the Ordinance were subject to CEQA, it would be exempt based on CEQA Guidelines 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. Chapter 7.04 (“Emergency Management”) of the Laguna Woods Municipal Code is hereby amended to read as set forth in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

SECTION 4. This Ordinance shall take effect and be in full force and operation 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 2026.

ANNIE MCCARY, 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. 26-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2026, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2026 by the following vote to wit:

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

YOLIE TRIPPY, CMC, City Clerk

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**EXHIBIT A
CODE AMENDMENTS**

Chapter 7.04 (“Emergency Management”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):

CHAPTER 7.04. EMERGENCY MANAGEMENT

Sec. 7.04.010. Purpose and intent.

~~The purpose and intent of this chapter is to provide for the preparation and carrying out of plans for the protection of persons and property within the City in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of the City with all other public agencies, corporations, organizations and affected private persons.~~ The purpose and intent of this chapter is to provide for the preparation and implementation of plans for the protection of persons and property within the City in the event of an emergency; to empower certain City officials and staff to promulgate orders and regulations necessary to provide for the protection of life and property or to preserve public order and safety; and, to provide for the coordination of the emergency service functions of this City with all other public agencies and affected private persons, corporations, and organizations. This chapter is intended to comply with the California Emergency Services Act (California Government Code Section 8550 et seq.).

Sec. 7.04.020. Definitions.

~~The definitions found in Government Code §§ 8555—8561 apply to this chapter.~~ For purposes of this chapter only, the definitions set forth in the California Emergency Services Act shall apply, in addition to those set forth in this section and in Section 1.02.020 of this Code. Where conflicts exist, definitions set forth in the California Emergency Services Act, in this section, and in Section 1.02.020 of this Code shall prevail in that order.

(05) Director shall mean the Director of Emergency Services.

(10) Disaster Council shall mean the City of Laguna Woods Disaster Council.

(15) Local emergency shall mean the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease,

the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission. As of the date this chapter was adopted, the definition of “local emergency” was set forth in California Government Code Section 8558(c)(1).

(20) State of emergency shall mean the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency,” which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission. As of the date this chapter was adopted, the definition of “state of emergency” was set forth in California Government Code Section 8558(b).

(25) State of war emergency shall mean the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent. As of the date this chapter was adopted, the definition of “state of war emergency” was set forth in California Government Code Section 8558(a).

Sec. 7.04.030. Disaster Council ~~membership.~~

~~The City Council shall serve as the Laguna Woods Disaster Council. The Mayor shall serve as the chairperson and the Mayor Pro Tem shall serve as the vice chairperson.~~ There is hereby created the City of Laguna Woods Disaster Council. The members of the City Council shall be the Disaster Council. The Mayor shall be the chairperson and the Mayor Pro Term shall be the vice chairperson.

Sec. 7.04.040. Disaster Council powers and duties.

~~The Laguna Woods Disaster Council shall function as described in the California Emergency Services Act, California Code of Regulations, and other State laws as applicable. Duties shall include developing emergency plans and maintaining the City's participation in the California~~

~~Disaster Service Worker Volunteer Program.~~

(a) The Disaster Council is empowered to:

(1) Develop and recommend for adoption by the City Council plans for meeting any condition constituting a “local emergency,” “state of emergency,” or “state of war emergency.”

a. Plans developed by the Disaster Council shall provide for the effective mobilization of all of the resources within the City’s political subdivision, both public and private.

b. Plans developed by the Disaster Council shall use the State of California’s Standardized Emergency Management System (SEMS) in order to be eligible for funding of response-related costs under state disaster assistance programs.

c. Plans developed by the Disaster Council shall be supplied to the California Governor’s Office of Emergency Services, or successor agency, as requested or required.

(2) Develop and recommend for adoption by the City Council plans for carrying out mutual aid on a voluntary basis.

(3) Recommend to the Director of Emergency Services rules and regulations for dealing with local emergencies that can be adequately dealt with locally.

(4) Register and direct the activities of disaster service worker volunteers within the area of the City.

(b) The Disaster Council shall comply with the California Emergency Services Act and the rules and regulations established by the California Governor’s Office of Emergency Services, or successor agency, pursuant to California Government Code Section 8585.5.

(c) The Disaster Council may establish advisory groups, subcommittees, or working groups to provide input, guidance, and recommendations to the Disaster Council.

Sec. 7.04.050. City Council power and duties during emergencies.

(a) The Mayor is empowered to:

(1) Request the Governor to proclaim a “state of emergency” when, in the opinion of the Mayor or the City Council, the locally available resources are inadequate to cope with the emergency.

(2) Execute all of their ordinary power as Mayor, all of the special powers conferred upon them by this chapter or by resolution or emergency plan pursuant hereto adopted by the City Council, and all of the powers conferred upon them by any statute and by any other lawful authority.

(b) The City Council is empowered to:

- (1) Meet as soon as possible whenever a “local emergency,” “state of emergency,” or “state of war emergency,” exists within the City’s political subdivision. The meeting may be called by a majority of the members of the City Council or the City Manager. Should there be only one member of the City Council, they may call and hold said meeting and perform the acts necessary to reconstitute the City Council. This meeting may be held outside the City’s political subdivision if circumstances warrant.
- (2) Proclaim the existence or threatened existence of a “local emergency” and review the need for continuing the local emergency at least once every 60 calendar days until the City Council proclaims the termination of the local emergency. The City Council shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.
- (3) Whenever a “local emergency” is proclaimed by the Director of Emergency Services, take action to ratify, terminate, or let lapse the proclamation within seven calendar days thereafter. If no action is taken within seven calendar days thereafter, the proclamation shall have no further force or effect.
- (4) Perform its functions in the preservation of law and order and in the furnishing of local services.
- (5) Ascertain the damage to the political subdivision and its personnel and property including, but not be limited to, issuing subpoenas to compel the attendance of witnesses and the production of records.
- (6) Promulgate orders and regulations necessary to provide for the protection of life and property including, but not limited to, orders or regulations imposing a curfew or evacuation within designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice.
- (7) Reconstitute the City Council by filling vacancies with qualified persons until there are sufficient officers to form the largest quorum required by applicable law. Should only one member of the City Council be available, they shall have the power to reconstitute the City Council.
- (8) Execute all of their ordinary power as City Council, all of the special powers conferred upon them by this chapter or by resolution or emergency plan pursuant hereto adopted by the City Council, and all of the powers conferred upon them by any statute and by any other lawful authority.

Sec. 7.04.~~050~~060. Director and Assistant Director of Emergency Services.

- (a) There is hereby created the office of Director of Emergency Services. The City Manager shall be the Director of Emergency Services.

(1) To provide for the continuance of the executive department of the City during a “local emergency,” “state of emergency,” or “state of war emergency,” the City Council may appoint up to three standby officers to succeed the City Manager. Standby officers shall be designated Nos. 1, 2, and 3 as the case may be.

- (b) There is hereby created the office of Assistant Director of Emergency Services, ~~who shall be appointed by the Director of Emergency Services.~~ The Director of Emergency Services shall appoint the Assistant Director of Emergency Services.

Sec. 7.04.060070. ~~Powers and duties of the~~ Director and Assistant Director of Emergency Services powers and duties.

- (a) The Director of Emergency Services is ~~hereby~~ empowered to:

(1) Request the City Council to proclaim the existence or threatened existence of a “local emergency” if the City Council is in session, or to issue such proclamation if the City Council is not in session. Whenever a “local emergency” is proclaimed by the Director, the City Council shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect.

(2) Call a meeting of the City Council as soon as possible whenever a “local emergency,” “state of emergency,” or “state of war emergency,” exists within the City’s political subdivision.

~~(23)~~ Request the Governor to proclaim a “state of emergency” when, in the opinion of the Director, the locally available resources are inadequate to cope with the emergency.

~~(34)~~ Control and direct the effort of the City’s emergency organization ~~of the City~~ for the accomplishment of the purposes of this chapter.

~~(45)~~ Direct cooperation between and coordination of services and staff of the City’s emergency organization ~~of the City~~; and resolve questions of authority and responsibility that may arise between them.

~~(56)~~ Require emergency service of any City employee and require any ~~exempt~~ City employee to remain available on a standby basis, for regular and emergency service, but without exempt City employees receiving compensation for remaining so available, notwithstanding any applicable law or salary resolution or other form of ordinance to the contrary.

~~(67)~~ Request, contract for, receive, and implement ~~State and Federal~~ governmental post-disaster aid of all types, including, but not limited to, measures available under the California Emergency Services Act relating to emergency recovery.

~~(78)~~ Represent the City in all dealings with public or private agencies on matters pertaining to emergencies as defined herein.

(89) Execute all of ~~his or her~~their ordinary power as City Manager, all of the special powers conferred upon ~~him or her~~them by this chapter or by resolution or emergency plan pursuant hereto adopted by the City Council, and all of the powers conferred upon ~~him or her~~them by any statute, by any agreement approved by the City Council, and by any other lawful authority.

(910) In the event of the proclamation of a “local emergency” as ~~herein~~-provided herein, the proclamation of a “state of emergency” by the Governor or the ~~California Emergency Management Agency~~California Governor’s Office of Emergency Services, or successor agency, or the existence of a “state of war emergency,” the Director is hereby additionally empowered:

- a. To make and issue orders and regulations on matters reasonably related to the protection of life and property including, but not limited to, orders or regulations imposing a curfew or evacuation within designated boundaries where necessary to preserve the public order and safety; provided, however, such orders and regulations must be confirmed ~~as~~at the earliest practicable time by the City Council;
- b. To obtain vital services found lacking and needed for the protection of life and property and to bind the City for the fair value thereof;
- c. To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the City for the fair value thereof and, if required immediately, to commandeer the same for public use;
- d. To command the aid of as many citizens as ~~he or she deems~~they deem necessary in the execution of ~~his or her~~their duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by State law for registered disaster services workers;
- e. To authorize any City officer or employee to perform all or a portion of the duties listed in subsections "b.", "c.", and "d." above.

~~(b) The Director of Emergency Services shall designate the order of succession to that office, to take effect in the event the Director is unavailable to attend meetings and otherwise perform his or her duties during an emergency. Such order of succession shall be approved by resolution of the City Council.~~

(e**b**) The Assistant Director of Emergency Services shall, under the supervision of the Director of Emergency Services and with the assistance of emergency services chiefs, develop emergency plans and manage the emergency programs of the City; and shall have such other powers and duties as may be assigned by the Director. The Assistant Director shall not succeed or serve in place of the Director unless appointed by the City Council as a standby officer to succeed the City Manager.

Sec. 7.04.070080. Emergency organization.

~~All officers and employees of the City, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of this chapter, shall be charged with duties incident to the protection of life and property in the City during such emergency and shall constitute the emergency organization of the City.~~

- (a) All City officers and employees, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law be charged with duties incident to the protection of life and property in the City's political subdivision during an emergency including, but not limited to, persons pressed into service under the provisions of this chapter or other applicable law, shall constitute the City's emergency organization.
- (b) The City does not employ any peace officers, firefighters, or other first responders, as the term "first responder" is defined in California Government Code Section 8562(a). While still part of the City's emergency organization, all first responders charged with providing emergency response services in the City's political subdivision operate under the direction of their respective employers, subject to applicable law and the terms of any agreements between such employers and the City.

~~Sec. 7.04.080. Emergency operations plan.~~

~~The Laguna Woods Disaster Council shall be responsible for the development of the City of Laguna Woods Emergency Operations Plan, which plan shall provide for the effective mobilization of all of the resources of the City, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the City Council.~~

Sec. 7.04.090. Expenditures.

- (a) Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City.
- (b) Pursuant to Section 3.06.110 of this Code, the City's purchasing and procurement code (Chapter 3.06 of this Code) is automatically suspended during specified emergencies for the purpose of allowing the Director of Emergency Services to obtain vital services, supplies, equipment, and such other properties found lacking and needed for the protection of life and property, and to bind the City for the fair value thereof.

Sec. 7.04.100. Punishment of violations.

~~It shall be a misdemeanor for any person to~~ It shall be a misdemeanor, punishable by a fine of not to exceed \$1,000.00, and/or by imprisonment for not to exceed six months, for any person, during an emergency, to:

- (1) Willfully, obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon him or her by virtue of this chapter.
- (2) Do any act forbidden by any lawful rule or regulation issued pursuant to this chapter, if such act is of such a nature as to give or be likely to give assistance to the enemy or to imperil the lives or property of inhabitants of the City, or to prevent, hinder, or delay the defense or protection thereof.
- (3) Wear, carry, or display, without authority, any means of identification specified by the California Governor's Office of Emergency Services, or successor agency ~~City or the California Emergency Management Agency.~~

9.1
WILDLIFE FEEDING REGULATIONS

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: March 18, 2026 City Council Meeting

SUBJECT: Wildlife Feeding Regulations

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 SECTION 5.20.070 OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO THE PROHIBITION OF FEEDING OR TAKING ANY OTHER ACTION WHICH IS REASONABLY LIKELY TO PROVIDE SUSTENANCE FOR COYOTES, RODENTS, VERMIN, OR OTHER WILDLIFE, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Background

On February 18, 2026, the City Council voted unanimously to approve the introduction and first reading of the proposed ordinance, which would amend Section 5.20.070 of the Laguna Woods Municipal Code pertaining to wildlife feeding regulations.

The City discourages feeding wildlife for several reasons including, but not limited to:

1. Coyotes and other predators follow their prey to food sources; feeding one feeds them all.
2. Feeding wildlife draws them closer, which can increase the spread of typhus, plague, and other human illnesses.
3. Human food is not healthy for wild animals. They need a natural diet, not our diet.

Wildlife feeding is illegal under both state law (e.g., California Code of Regulations sections 251.1 and 251.3) and the Laguna Woods Municipal Code (principally, Section 5.20.070).

Reference documents from the U.S. Fish and Wildlife Service, U.S. Department of Agriculture, and Orange County Mosquito and Vector Control District are included as attachments B-G.

Discussion

Today's meeting is an opportunity for City Council action and public input on an ordinance that would amend Section 5.20.070 of the Laguna Woods Municipal Code pertaining to wildlife feeding regulations (Attachment A). Staff recommends that the City Council conduct a public hearing and initiate the adoption process for the proposed ordinance to promote public health, safety, and welfare and deter dangerous encounters between wildlife and humans and their pets.

The proposed ordinance would modify existing regulations that prohibit the feeding of certain wildlife. The proposed ordinance would more broadly prohibit feeding or taking any other action which is reasonably likely to provide sustenance for coyotes, rodents, vermin, or other wildlife. The purpose and intent of the proposed ordinance is to control the presence of coyotes and other wildlife predators in urbanized settings by discouraging practices that are reasonably likely to provide sustenance for those predators, whether directly or indirectly by supporting the presence of rodents, vermin, and other wildlife that may serve as prey therefore. By controlling the presence of coyotes and other wildlife predators in urbanized settings, the City seeks to promote public health, safety, and welfare and deter dangerous encounters between wildlife and humans and their pets.

The proposed ordinance would:

- Expand the wildlife feeding prohibition to include any action which is reasonably likely to provide sustenance for coyotes, rodents, vermin, or other wildlife. The existing ordinance only prohibits feeding coyotes and other “nondomesticated mammalian predators,” as well as raccoons, foxes, skunks, and opossums.
 - The expanded wildlife feeding prohibition would:
 - Make the ordinance more enforceable by eliminating existing language that limits enforcement to instances in which the enforcement officer is able to determine that certain types of wildlife have been fed.
 - Better align with the wildlife feeding prohibitions set forth in California Code of Regulations sections 251.1 or 251.3, which prohibit intentional acts that disrupt an animal's normal behavior patterns and any feeding of big game animals (e.g., deer), respectively. Violations of California

Code of Regulations 251.1 or 251.3 would also constitute violations of the proposed ordinance.

- Explicitly allow surveillance cameras and similar technology to be used to identify violations of the wildlife feeding prohibition. The use of technology would comply with all applicable federal, state, and local laws, including privacy laws. Surveillance cameras would only be affixed to or installed on private property with property owner authorization.
- Explicitly allow City staff to file complaints and reports with the State of California regarding known or suspected feeding of wildlife that could violate state law.
- Make Section 5.20.070 of the Laguna Woods Municipal Code known as the “Wildlife Feeding Ordinance.”

The proposed ordinance includes several exemptions (see Section 5.20.070(c) in Exhibit A to Attachment A) including, but not limited to, certain activities occurring at commercial animal establishments (e.g., pet boarding businesses and veterinary hospitals), community gardens/garden centers, and equestrian centers. The proposed ordinance also makes clear that accidental spills from birdfeeders would not constitute a violation of the wildlife feeding prohibition, provided a reasonable attempt has been made to clean the spill and there is no evidence of rats being attracted to the spill.

The proposed ordinance would be enforceable by both City of Laguna Woods and City of Laguna Beach personnel. Most enforcement would likely be handled through the City of Laguna Woods’ administrative citation process (civil fines of \$100 for the first offense, \$200 for the second offense, and \$500 for subsequent offenses, within a one-year period).

Staff has been collaborating with the Laguna Woods Village boards and Village Management Services staff to raise awareness of the dangers of feeding wildlife. Public education and outreach efforts would continue if the proposed ordinance is adopted.

If the recommended action is taken at today’s meeting, the ordinance would take effect in 30 days (beginning on April 17, 2026).

Fiscal Impact

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

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 be asked to find that, even if the proposed ordinance were subject to CEQA, it would be exempt based on CEQA Guidelines 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.

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.

Attachments: A – Proposed Ordinance
Exhibit A – Proposed Code Amendments
B – U.S. Fish and Wildlife Service, The Hidden Harm in Feeding Your Local Wildlife
C – U.S. Fish and Wildlife Service, To Feed or Not to Feed Wild Birds
D – U.S. Department of Agriculture, Don’t Feed the Wildlife
E – U.S. Department of Agriculture, Spatial and Temporal Variation in the Diet of Coyotes in the Chicago Metropolitan Area
F – Orange County Mosquito and Vector Control District, Rats
G – Orange County Mosquito and Vector Control District, Squirrels

**CITY OF LAGUNA WOODS
ORDINANCE NO. 26-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTION 5.20.070 OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO THE PROHIBITION OF FEEDING OR TAKING ANY OTHER ACTION WHICH IS REASONABLY LIKELY TO PROVIDE SUSTENANCE FOR COYOTES, RODENTS, VERMIN, OR OTHER WILDLIFE, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, staff has recommended amending Section 5.20.070 of Chapter 5.20 (“Wild, Exotic and Nondomesticated Animals”) of the Laguna Woods Municipal Code (“Code Amendments”) pertaining to the prohibition of feeding or taking any other action which is reasonably likely to provide sustenance for coyotes, rodents, vermin, or other wildlife, in order to promote public health, safety, and welfare and deter dangerous encounters between wildlife and humans and their pets; and

WHEREAS, the purpose and intent of the Code Amendments is to control the presence of coyotes and other wildlife predators in urbanized settings by discouraging practices that are reasonably likely to provide sustenance for those predators, whether directly or indirectly by supporting the presence of rodents, vermin, and other wildlife that may serve as prey therefore. By controlling the presence of coyotes and other wildlife predators in urbanized settings, the City seeks to promote public health, safety, and welfare and deter dangerous encounters between wildlife and humans and their pets; and

WHEREAS, at the regular meeting on February 18, 2026, 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; and

WHEREAS, at the regular meeting on March 18, 2026, the City Council considered this Ordinance for a second time in open session and also 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 above recitals are true and correct.

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that the 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 hereby finds that, even if the Ordinance were subject to CEQA, it would be exempt based on CEQA Guidelines 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. Section 5.20.070 (“Prohibiting of feeding certain wildlife”) of Chapter 5.20 (“Wild, Exotic and Nondomesticated Animals”) of the Laguna Woods Municipal Code is hereby amended to read as set forth in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

SECTION 4. This Ordinance shall take effect and be in full force and operation 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 2026.

ANNIE MCCARY, 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. 26-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2026, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2026 by the following vote to wit:

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

YOLIE TRIPPY, CMC, City Clerk

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**EXHIBIT A
CODE AMENDMENTS**

Section 5.20.070 (“Prohibiting of feeding certain wildlife”) of Chapter 5.20 (“Wild, Exotic and Nondomesticated Animals”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):

Sec. 5.20.070. ~~Prohibiting of feeding certain wildlife~~Feeding of coyotes, rodents, vermin, and other wildlife.

~~(a) It shall be unlawful for any person to feed or in any manner provide food for nondomesticated mammalian predators such as coyotes (Canis Latrans). This section shall also include a ban on feeding or providing food to raccoons, foxes, skunks, and opossums.~~

~~(b) Exceptions:~~

~~(1) An owner in legal possession of a nondomesticated animal that is kept under a valid permit issued by the City per Section 5.20.010 of this Code.~~

~~(2) When a person provides food and water to a trapped, injured or unweaned nondomesticated animal during the time animal services is notified and the animal has been picked up.~~

(a) Purpose and intent.

(1) The purpose and intent of this section is to control the presence of coyotes and other wildlife predators in urbanized settings by discouraging practices that are reasonably likely to provide sustenance for those predators, whether directly or indirectly by supporting the presence of rodents, vermin, and other wildlife that may serve as prey therefore. By controlling the presence of coyotes and other wildlife predators in urbanized settings, the City seeks to promote public health, safety, and welfare, and deter dangerous encounters between wildlife and humans and their pets.

(2) This section is not intended to be exclusive and compliance with its provisions shall not excuse noncompliance with any federal, state, or other local laws.

(b) Feeding prohibited. No person shall feed or take any other action which is reasonably likely to provide sustenance for coyotes, rodents, vermin, or other wildlife. For the purpose of this section, “action which is reasonably likely to provide sustenance for coyotes, rodents, vermin, or other wildlife” means any action, whether intentional or not, that results in any food, drink, or other substance that is edible or consumable by any coyotes, rodents, vermin, or other wildlife being located outside of any building for any amount of time. The prohibition established by this section also includes any action in violation of any wildlife

feeding prohibitions set forth in California Code of Regulations sections 251.1 or 251.3.

(1) Examples of actions which are reasonably likely to provide sustenance for rodents, vermin, or wildlife may include, but are not limited to, the following:

a. Depositing, leaving, placing, or throwing outdoors or directly providing to any wild animal any bread, eggs, food scraps, fruits, grain, kernels, mealworms, meat, millet, nectar, nuts, pet food, seed, soup bones, or vegetables.

b. Leaving pet food or water bowls unattended, outdoors, in an area that is readily accessible by any wild animal.

c. Allowing grain, kernels, mealworms, millet, nectar, or seed within a bird feeder to fall and remain or accumulate outdoors.

d. Allowing unharvested fruits or vegetables to decay or rot on a plant or tree.

e. Allowing fruits or vegetables that have fallen, been harvested, or otherwise detached or been removed from a plant or tree to decay, rot, remain, or accumulate outdoors.

(c) Exemptions. This section shall not apply to the following:

(1) The interior of residences or other buildings.

(2) Waste receptacles that comply with applicable City regulations.

(3) The natural growth or abscission of berries, branches, flowers, seeds, stalks, stems, leaves, nuts, and roots grown as part of plants or trees that are not generally commercially marketed as producing edible fruits or vegetables for the purpose of human consumption (e.g., Holly (*Ilex opaca*), Osage Orange (*Maclura pomifera*), Callery Pear (*Pyrus calleryana*), and Cherry Plum (*Prunus cerasifera*)).

(4) Food and drinks that:

a. Are actively attended or being consumed by a person. This subsection is intended to provide limited exemptions for food and drinks set out for human consumption at actively attended events (e.g., meals at park benches and picnics). The use of “actively attended” in this subsection shall not be interpreted as exempting the activity described in subsection (b)(1)a.

b. Are fully enclosed in containers or packaging.

(5) Pet food and water bowls that are located:

a. At any restaurant or fast/fast casual food establishment, provided such bowls are only placed on the ground when actively being used by the pet and actively attended by a person. Once no longer in active use by the pet, the contents of bowls must be removed and disposed of in a manner that does not result in a violation of this section.

- b. On a balcony or other surface located on the second or higher floor of any building.
 - c. Within a patio or yard fully enclosed by fences, walls, doors, and/or gates at least five feet in height, when all doors and/or gates leading outdoors are closed and secured or actively attended by a person.
 - d. In an outdoor area and used for the purpose of providing food or water to a pet when being walked or recreating, provided such bowls are only placed on the ground when actively being used by the pet and actively attended by a person. Once no longer in active use by the pet, the contents of bowls must be removed and disposed of in a manner that does not result in a violation of this section.
- (6) Small, incidental amounts of grain, kernels, mealworms, millet, nectar, or seed intended to be dispensed from a bird feeder which falls or accumulates outdoors through no active intent of any person. This subsection is intended to provide limited exemptions for activities such as foraging and discarding by birds, interference by squirrels and other wildlife, wind, and accidental spills that the owner of or person attending the birdfeeder has made a reasonable attempt to clean. This subsection does not exempt activity for which an enforcement officer has witnessed or collected evidence to support the attraction of rats.
- (7) Seed that is thrown, deposited, or placed outdoors in connection with a landscape activity sanctioned by the owner of any property.
- (8) Fruit or vegetable plants or trees that are located:
 - a. At any community garden/garden center, as that term is defined in Chapter 13.06 of this Code.
 - b. On a balcony or other surface located on the second or higher floor of any building.
 - c. Within a patio or yard fully enclosed by fences, walls, doors, and/or gates at least five feet in height, when all doors and/or gates leading outdoors are closed and secured or actively attended by a person.
 - d. Within netting or a wire-mesh protective cage with openings no larger than two inches.
- (9) Water:
 - a. Contained within a bird bath, fountain, hot tub, penalty area on a golf course, swimming pool, wading pool, or similar ornamental or recreational amenity or water feature.
 - b. Dispensed from any drinking fountain.
 - c. Dispensed for any landscape irrigation purpose.

- d. Disposed from any pet bowl onto dirt, grass, or another pervious surface.
- (10) Activities directly related to providing sustenance for animals receiving care or other services at any commercial animal establishment that has been duly licensed or permitted to do so in accordance with Chapter 5.10 of this Code.
- (11) Activities directly related to providing sustenance for horses at any equestrian center.
- (12) Other activities or facilities that the City Manager determines are substantially similar to the nature of one or more exemptions specifically identified in this section.
- (d) Use of technology. The City Manager may use surveillance cameras and similar technology to identify violations of this section, provided such technology is not directly linked to any law enforcement database. The use of technology shall comply with all applicable federal, state, and local laws. No surveillance camera shall be affixed to or installed on any private property on a permanent basis or without authorization of the property owner of record for the parcel where it is to be placed. Recorded footage from surveillance cameras shall be retained for periods of no more than seven calendar days, unless otherwise required by applicable federal or state law or necessary for actual or pending enforcement action.
- (e) Communication with state agencies. The City Manager may file complaints and reports with the California Department of Fish and Wildlife, or successor agency, and other state agencies, regarding known or suspected feeding of wildlife that could violate California Code of Regulations sections 251.1 or 251.3.
- (f) References. This section may be referred to as the “Wildlife Feeding Ordinance.”



Image Details

The Hidden Harm in Feeding Your Local Wildlife

The Hidden Harm in Feeding Your Local Wildlife

Why feeding wild animals is harmful for them and us

Written By



Caitlin May

It can be easy to see wild animals in our backyards and public areas and think that they are just like our pets at home. It might even be tempting to sneak one of these critters a snack. But feeding wild animals, whether on purpose or by accident, can be harmful to their health and ours. Read on to learn more about how to safely interact with your local critters.

What is the difference between accidental and intentional feeding?

An accidental feeding is when the animal gained access to the food indirectly. Many accidental feedings occur when animals get into litter that's been left behind or loosely secured trash.



An animal sneaking into your trash can or an unsecured trash bin at a wildlife refuge might lead to an accidental feeding. | Image Details

An intentional feeding is when an animal gains access to food because of direct human interaction. This type of feeding might include leaving food out for an animal in your backyard or encouraging an animal to eat out of your hand.



Hand feeding or leaving food out for a wild animal would be intentional feeding. | Image Details

Why is it harmful to feed wild animals?

Wild animals have naturally specialized diets.

Most wild animals have grown to have a specific diet over time. Some may thrive best on insects, others may feed only on plants. Regardless, human or domestic pet food is not part of a wild animal's diet. Food designed for humans or domestic pets is meant to meet the nutritional needs of the species it is designed for. If a wild animal were to eat food like this, they might not get the nutrients they need in order to survive. Malnourished animals are likely to die from lack of proper nutrients or predation due to their weakened body.

Even though it may seem like your local possum, raccoon, or other animal might be able to eat food designed for your household pet, it is still unsafe for wildlife to eat pet food. Most pet foods are designed to meet the specific nutritional needs of domesticated animals and are not meant for the active lifestyle of a wild animal. Pet food is just as harmful to wildlife as human food.

Wild animals are not used to packaged foods.

Many foods designed for humans and domestic pets are wrapped in foil, paper, or plastic wrappers while the food that wildlife eat in their natural habitat do not come wrapped. Most animals have never had to identify a wrapper and avoid eating it. If accidentally eaten, they may get sick.

Wild animals can become too accustomed to people and become dangerous.

Wild animals that gain regular access to human or domestic pet food slowly get used to being in busy areas and seeing humans. Over time, these usually calm and docile animals may become aggressive and cause harm to people in the area.

Wild animals might expose you or your loved ones to disease.

Interacting with and feeding wildlife can be dangerous to humans too. Animals can carry diseases, including hantavirus and rabies. Avoid exposing yourself to these harmful diseases by taking care to not feed or closely interact with wildlife.



A sign at Tualatin River National Wildlife Refuge advising visitors not to feed the wildlife. | Image Details

I have birdfeeders in my backyard—is that okay?

The short answer is yes, feeding your backyard birds is okay (with some conditions). Research done on this subject has shown that there is little to no indication that backyard bird feeding negatively impacts the diet, behavior, or activities of birds. Basically, bird behavior is not changed by feeding in a way that could harm humans like we see with other wildlife.

Sydney Dragon, SCA Intern for the USFWS Arlington Ecological Services Office and passionate advocate for backyard bird feeding, says, “As a birdwatcher, we place bird feeders outside to enjoy the beauty of wild birds up-close. In turn, the birds are eating the birdseed to supplement nutrients in their diet that they may be lacking. Due to pesticides, habitat loss, housing developments, infrastructure, and climate change, the natural food of birds has decreased. Therefore, bird feeding benefits birds when done the correct way.” Dragon also emphasizes that store-bought birdseed is designed to mimic some of the foods found in their natural diet and can be a healthy food source for many birds.

The one similarity between feeding birds and feeding other wildlife is the spread of disease. Birds, like other animals, can contract diseases from any common source, including a feeding station. It's easy to keep your bird station disease-free by cleaning it regularly, watching birds for any signs of distress, and preventing your feeders from turning into buffets for other non-avian wildlife. You can read more [here](#) about how to keep your birdfeeders safe for your local avian friends, or check out Dragon's [video about bird feeding basics](#) .



An evening grosbeak perches at a bird feeder. | Image Details

How can I safely interact with wildlife and prevent accidental feedings?

Observe wildlife from a distance. If you want a closer look, use a pair of binoculars.

Securely close your trash, recycling, and compost bins.

Keep pet food and water containers indoors instead of outside.

If you have a bird feeder, regularly sweep up any excess seed that falls on the ground.

Don't litter—throw away your trash in a trash can or bin. If there isn't one nearby, take your trash with you and throw it out when you find a trash can.

If you see an animal that you think may be orphaned, injured, or in need of further assistance, contact a local licensed wildlife rehabilitator. Do not attempt to rescue or feed the animal yourself.

Story Tags

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- HUMAN-WILDLIFE CONFLICTS
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Written By



Caitlin May

Wildlife Management

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Image Details

To Feed or Not to Feed Wild Birds

To Feed or Not to Feed Wild Birds Bird Feeders Can Be Sources of Joy — and Disease

Written By

Do you feed birds in your yard? Welcome to the club!

Some 59 million Americans do the same, for the thrill of seeing cardinals, woodpeckers and nuthatches up close, right outside their windows. Feeding wild birds has been an American tradition for more than 100 years.

In 2020, during the first months of the Covid pandemic, participation soared. [↗](#) With people largely stuck at home, bird seed and feeders flew off shelves.



A tufted titmouse grabs a seed from a holiday feeder. The photo was a winner in Cornell Lab of Ornithology's

There's just one problem for bird lovers: how to square the popular practice with conservation ethics.

Wait a minute. Translate please. Are you saying feeding birds raises ethical questions?

Bingo. You've got it.

Hmmm. Why is that?

In general, it's bad practice to feed wild animals. That's because teaching wild animals to associate humans with handouts can lead to problems. Think: "bad" bears at campsites; alligators stalking people. And the danger is not just to humans. Supplemental feeding can cause digestive problems for some animals (deer and rabbits, for example) and alter normal behaviors.

Yeah, okay. I get it. But these are birds, not bears. What's the harm in my helping birds get through winter?

Um, uh, well, the truth is: That depends.

Depends on what?

On whom you ask. And how you feed them. Because if you are going to feed wild birds, following a few tips can help you reduce the risks to birds. More on that in a moment.

Risks? What kinds of risks does backyard feeding pose to birds?

So glad you asked. The Big Three are: Disease. Predation. Collision. Drawing birds into close contact on shared surfaces makes it easy for them to spread bacteria like salmonella and E. coli. Luring them to the same place on a predictable schedule makes them more vulnerable to predators, like cats and hawks. Some birds may accidentally smash into glass windows near feeders. With wild bird numbers down by almost one-third since 1970, according to research in the [journal Science](#) , we don't want to add to these risks.

Hey, life ain't easy in the natural world. You say those are the *big* risks tied to feeders. Are there more?

Feeding can change bird behavior. Cardinals and Carolina wrens have [extended their range north](#) , partly as a result of feeders, research suggests. Some normally migratory hawks opt to stay put because birds at feeders provide enough prey. A few studies have linked bird feeding to lower egg production and hatching success — exactly why is not clear. Also worth noting: The birds that most aggressively swarm your feeder — house sparrows — are not the species that most need help.

Yikes. Does feeding birds also provide any benefits?

To us or to the birds? (Ba-da-boom) You bet, either way.

For birds, feeders can aid survival during migration and harsh winters, some studies show. And some bird lovers reason that feeding birds may help offset the harm we've done them by turning woods and meadows into lawns and shopping malls.

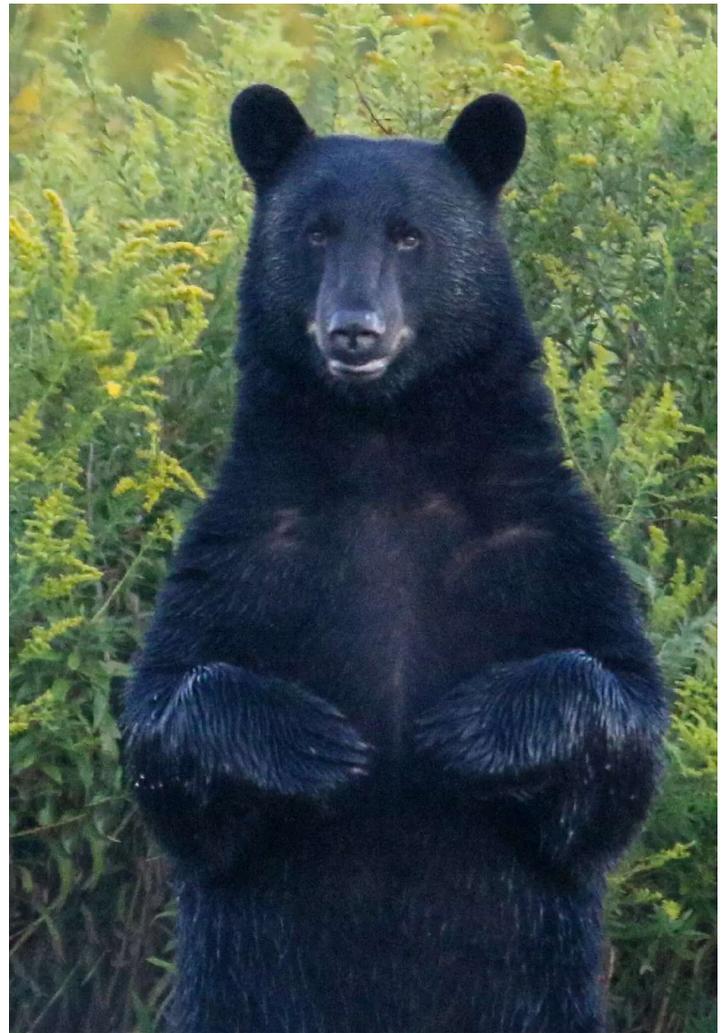
As to the benefits for us humans, consider the view of Paul Baicich, co-author of "Feeding Wild Birds in America: Culture, Commerce and Conservation," published in 2015.

"There's *nothing* wrong with bird-feeding," Baicich writes. "It's wonderful. It introduces people to nature — in their backyard. It's the intermediate step between sitting around the house and actually going out to a national wildlife refuge." He adds: "The birds don't *need* the feeders. We do."

OK, sold. Case closed. Who could argue with that?

People who worry there's too little data on how the pros stack up against the cons.

When birds mix at feeders, they're not super neat. Along with birdseed, they also pick up and share bacteria and waste. Across the country, feeders have helped spread conjunctivitis in house finches; the eye disease impairs their vision, making it hard for them to detect predators and feed.



Teaching animals to expect handouts from humans is risky. People see why more easily with some species than others. Pocosin Lakes National Wildlife Refuge, North Carolina. | Image Details



ITEM 9.1 - Attachment C

Sam Droege is one such contrarian. He's a wildlife biologist for the U.S. Geological Survey, based at [Patuxent Research Refuge](#) in Maryland. Droege feeds birds, but not the way most people do.

"It is hard to ecologically justify removing native habitat to create a house and lawn, and then putting up feeders filled with bird seed," argues Droege "It's ironic, really." Especially, he says, because it takes hundreds of thousands more acres of "ground-up prairie and swampland" to produce that bird seed.

Instead, Droege uprooted his lawn and planted his suburban yard with "very seedy things that goldfinches love like wingstem and perennial sunflowers. Winter sparrows and cardinals work over seeds from ... asters, goldenrods and brown-eyed Susans. Fruit lovers like catbirds, thrashers, and mockingbirds are in on chokeberry, sumacs and spicebush." On top of that, Droege's garden offers birds lots of insects and nesting cover.

Very impressive. But realistically, how many people can go that far?

If you have a yard, start small, says Droege. "Yard treatments can be as simple as not mowing sections of the yard or, better, mowing them once a year; leaving neat and tidy borders where the public demands such. From there it can expand to collecting plants from neighbors and friends who can divide their plants during spring and fall."

Hold the phone. Don't some national wildlife refuges have bird feeding stations? What's the rationale for that?

You're right. They do. [Santa Ana National Wildlife Refuge](#) in Texas, for example, has an area in the back of the visitor center "where

Birds aren't the only animals attracted by feeders. A raccoon raids a backyard bird feeder in Virginia. | [Image Details](#)



A yard in Maryland contains bird-friendly plants that may offer a safer, more ecological alternative to feeders. (Photo: Sam Droege) | [Image Details](#)



A buff-bellied hummingbird approaches a hummingbird feeder at Santa Ana National Wildlife Refuge in Texas. | [Image Details](#)

visitors can sit and watch the birds indoors while they have coffee and a snack,” says outdoor recreation planner Christine Donald. The feeding station is “very popular with visitors who cannot walk far and want to see a variety of birds,” says Donald. “Families, school groups, Winter Texans and even birders also come in to see what is on the feeders.”

Like many refuge feeding stations, Santa Ana’s incorporates native plants that provide seeds, nectar and berries favored by local and migrant bird species. Feeding is seasonal only. Retaining or restoring the original bird habitat would be the best for birds, says Donald. But where habitat has been lost, feeding stations help provide food opportunities along migratory routes, in keeping with longstanding Refuge System practice.

Okay, let’s say I want to keep feeding birds because it brings me so much joy. But I don’t want to harm them. What can I do?

You can minimize the harm to birds by following these steps:

Reduce disease risk by [cleaning your feeder](#)  at least once every two weeks, according to the Cornell Lab of Ornithology.

Newer models come apart easily for cleaning in the dishwasher. Older ones can be cleaned by pouring a weak bleach solution through them. (Hummingbird feeders should be cleaned every 3-5 days.) Sweep up old, moldy and discarded seed under your feeders. This will also help reduce disease risk as well as discourage rodents and raccoons and predators.

Keep an eye on the birds at your feeder. If any look sickly, remove your feeder until those birds disperse.

If cats visit your yard, rethink having a feeder. Cats kill more than 2.5 billion birds a year in the United States and Canada — one of the largest of anthropogenic (human activity-related) causes of bird death.



Green jays sample the seed at a platform feeder outside the visitor center at Santa Ana National Wildlife Refuge in Texas. | Image Details

Move your feeder to within three feet of reflective windows or cover those windows with decals or screening. Windows 15 to 30 feet from a feeder pose the greatest hazard to birds, research shows. Learn more from the Cornell Lab on how to reduce bird strike risk.

Go where the birds are instead of having the birds come to you. Learn why national wildlife refuges are great for bird-watching.

Learn more about bird feeding:

["Feeding Wild Birds Can Carry Risks; Here's How to Minimize Untended Harm"](#) (PBS)

["Winter Bird Feeding: Good or Bad for Birds?"](#) (Cool Green Science)

["Does Feeding Affect Bird Behavior? ↗"](#) (Bird Watcher's Digest)

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Written By

Migratory Species



</>

Animal and Plant Health Inspection Service </>

U.S. DEPARTMENT OF AGRICULTURE

[Menu](#)

Don't Feed the Wildlife

Last Modified: November 13, 2025

Help keep wildlife wild and healthy. Wildlife Services encourages you to avoid feeding wildlife such as ducks, geese, gulls, raccoons, deer, squirrels or coyotes. One way you can help reduce wildlife conflicts with people is by not feeding wildlife near human populations and in parks.

The Problem with Feeding Wildlife

Wildlife Services experts are often asked to assist with wildlife damage problems related to animals that have been accidentally or intentionally fed by people. Feeding wildlife can lead to a number of serious problems:

- Human food is not healthy for wild animals, and they do not need food from humans to survive. Wild animals have specialized diets, and they can become malnourished or die if fed the wrong foods. Also, animals cannot distinguish food from wrappers or foil and can get sick eating these items.
- Feeding leads to public health concerns. Too many animals in one place increases the chance of disease transmission to people and among other wildlife.

- Animals accustomed to people often lose their fear of people and can become aggressive. Those that become too aggressive may have to be destroyed to protect people and property.
- Birds gathering near or on airports can become victims of bird-aircraft collisions, potentially causing flight delays, damage to aircraft, and loss of human life.
- Animals fed along roads tend to stay near roads, increasing the chance of vehicle-animal accidents.
- Large concentrations of ducks and geese can pollute nearby waterways, backyards and athletic fields. Some waterfowl species drop up to a pound of feces every day!

How You Can Help

Many people enjoy living near and watching wildlife. You can help keep animals wild by keeping the following tips in mind.

- Do not encourage wildlife by feeding or leaving food for them.
- Don't allow bird food to accumulate on the ground.
- Don't place food scraps in gardens or compost bins, and use a closed compost bin.
- Keep pet food and water containers indoors, especially at night.
- If you have fruit trees, harvest or dispose of fruit when it is ripe.
- Use metal or durable plastic trash containers with tight fitting lids.
- Enjoy viewing wildlife at a distance. Respect their space and remember they are wild animals that should stay wild.

For more information or assistance with a wildlife damage issue, please call your WS state office at **1-866-4USDA-WS (1-866-487-3297)**.

Resources

- Living With Wildlife: Canada Geese
- Living With Wildlife: Raccoons
- Feral Swine Damage Management Program </operational-wildlife-activities/feral-swine/eis>

Research

- An Analysis of Deer-Vehicle Collisions: the Case of Ohio (241.28 KB)
- The Costs of Bird Strikes and Bird Strike Prevention (132.88 KB)
- Human-Bear Conflicts

Signs for Airports, Parks, and Public Areas

All Wildlife Feeding is Discouraged (Aviation Safety)

(PDF, 50.41 KB)

Download and post this 'Don't Feed Wildlife' poster at/around airports.



All Wildlife Feeding is Prohibited (Aviation Safety)

(PDF, 42.57 KB)

Download and post this 'Don't Feed Wildlife' poster at/around airports.



All Wildlife Feeding is Discouraged (Parks

All Wildlife Feeding is Prohibited (Parks and

and Public Spaces)

(PDF, 42.68 KB)

Download and post this 'Don't Feed Wildlife' sign in parks and public spaces.



Public Spaces)

(PDF, 42.65 KB)

Download and post this 'Don't Feed Wildlife' sign in parks and public spaces.



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June 2007

Spatial and Temporal Variation in the Diet of Coyotes in the Chicago Metropolitan Area

Paul S. Morey
Utah State University, Logan, UT

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Spatial and Temporal Variation in the Diet of Coyotes in the Chicago Metropolitan Area

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ABSTRACT.—Coyotes (*Canis latrans*) are an opportunistic predator that have adapted to many human-modified environments. Conflicts between coyotes and humans are an increasing concern for managers in urban areas. We examined the spatial and temporal utilization and availability of natural and human-associated food for coyotes in the Chicago metropolitan area, Illinois, USA. We collected 1429 coyote scats from May 2000 to December 2002, and conducted prey surveys in 2002, in 4 sites that varied in their degree of urban development. Dominant food items included small rodents, white-tailed deer (*Odocoileus virginianus*), fruit, eastern cottontail (*Sylvilagus floridanus*) and birds. Their availability and occurrence in scats varied among sites and seasons. The occurrence of human-associated food items, which was only found in significant amounts in the most developed site, varied seasonally (2–25%). Because coyotes in less-developed areas had lower dietary diversity, these coyotes may have to venture into developed areas when there is a decline in the abundance of major prey species for that specific area.

INTRODUCTION

Coyotes (*Canis latrans*) are opportunistic carnivores that have adapted to urban encroachment into their native habitats. In addition, coyotes have colonized urban areas where coyotes were once absent. Coyotes have been documented in large metropolitan areas from Los Angeles to New York City (Howell, 1982). Although their use of commercial areas is uncommon (Quinn, 1997a; Grindler and Krausman, 2001), coyotes have been found in downtown New York City (Martin, 1999) and multiple coyotes have been observed and captured in or near downtown Chicago (C. Anchor and S. Gehrt, unpubl.). Urban areas can provide habitat for coyotes in city parks, golf courses, wooded areas in residential neighborhoods and abundant water sources from streams, lakes, ponds, wetlands. Urban areas can also provide native prey including rodents, deer, leporids and other small mammals and human-associated foods like domestic pets, garbage, vegetable gardens and pet food (McClure *et al.*, 1995; Quinn, 1997b).

The management and conservation of coyotes in urban areas is helped by an examination of the coyote's reliance on natural and human-associated food items. Because temporal fluctuations of food abundance can alter coyote use of food items (Clark, 1972; Nellis and Keith, 1976; Litvaitis and Shaw, 1980), an understanding of the seasonal use and availability

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of food can also be helpful. Furthermore, because the urban landscape is a matrix of land uses, there may be spatial variation in the use and availability of natural and human-associated food items. Thus, an examination of coyote diets in different areas that vary in their human land-use may help understand the spatial variation of diets.

Understanding coyote diets in urban areas also has important management implications regarding human-coyote conflicts. Coyote use of anthropogenic foods has been suggested as a precursor, or contributor, to aggressive behavior by coyotes toward people (Timm *et al.*, 2004). Diet studies in some cities have shown that human-associated foods are utilized more by urban coyotes (MacCracken, 1982; McClure *et al.*, 1995) than rural coyotes; (Johnson and Hansen 1979; Rose and Polis 1998) and coyote reliance on those foods may contribute to the conflicts. Whereas coyote attacks on people are generally rare, a higher frequency of attacks occurs in the Southwest than elsewhere in the US (Baker and Timm, 1998, Timm *et al.*, 2004). Although coyotes were native to the Chicago metropolitan area, they were rarely observed in the area throughout most of the 20th Century (Gehrt 2004). Through changing land use and decreased persecution, coyotes have recently become more common to the region, much like they have in many metropolitan areas in the Midwest and Eastern United States. Information on coyote diets in these landscapes is important to understand their success in urbanized landscapes.

Our objective was to examine the diet of coyotes in areas that vary in the degree of human land use in the Chicago metropolitan area. We investigated this by seasonally analyzing the dietary diversity found within coyote scats collected in sites with varying degrees of human association. Further, we investigated how availability of prey may influence selection of food items by assessing relative prey abundance among sites and seasons.

METHODS

Our study was conducted in four sites in western Cook and eastern Kane counties in northeastern Illinois. These counties were part of the greater Chicago metropolitan area, which was the third largest metropolitan area in the country with 9.1 million people (U.S. Census Bureau, 2000). Winter temperatures and precipitation averaged -3 C and 3.8 cm/month, respectively, and summer temperatures and precipitation averaged 19 C and 9.9 cm/month, respectively. Some native fauna included white-tailed deer (*Odocoileus virginianus*), red fox (*Vulpes vulpes*), raccoon (*Procyon lotor*), voles (*Microtus* spp.), white-footed mice (*Peromyscus* spp.), beaver (*Castor canadensis*), opossum (*Didelphis marsupialis*), eastern cottontail (*Sylvilagus floridanus*) and muskrat (*Ondatra zibethica*). Non-native fauna included house cat (*Felis domesticus*), domestic dog (*Canis familiaris*) and ring-necked pheasant (*Phasianus colchicus*).

Scat collection and prey surveys were completed in two public forest preserves, one private preserve and a collection of city parks in Schaumburg, Illinois, USA. A concurrent radiotelemetry project estimated each study site contained two to three coyote packs, plus transients (Morey, 2004). Although some movements of radiocollared coyotes occurred between sites, little home range overlap between sites was evident. The two public forest preserves were Ned Brown Forest Preserve (NB) and Poplar Creek Forest Preserve (PC). Both forest preserves were open to the public and received considerable recreational use in the summer; NB received 1.5 million visitors/year, mostly during non-winter months (Prange *et al.*, 2003). Ned Brown Forest Preserve was 1499 ha and located 5 km west of Chicago O'Hare International Airport. Habitats included mature second growth oak (*Quercus* spp.), sugar maple (*Acer saccharum*) and basswood (*Tilia americana*) forests (66%), open water (15%), old agricultural fields (10%) and paved roads, parking lots and picnic

areas (9%). The area was surrounded by medium-density residential and high-density commercial areas and was bordered on two sides by 8-lane highways. Major uses of the area included picnicking, hiking and biking. The 1825 ha PC received considerably fewer visitors per year. Habitats included old agricultural fields (49%), forests (28%), active agricultural fields (17%), open water (4%) and paved roads, parking lots and picnic areas (2%). Medium-density housing, a commercial area and an 8-lane highway bordered the preserve. Picnicking, hiking and biking were major uses in this area. Refuse was present at picnic groves during warm months at both forest preserves (Gehrt, 2004).

The 495 ha Max McGraw Wildlife Foundation (MM) was managed as a private natural area and hunting and fishing preserve. Habitats included forests (46%), agricultural areas (22%), grasslands (15%) and wetlands and open water (13%) and roads, parking lots and buildings (4%). Forests included second growth oak, maple (*Acer* spp.) and hickory (*Carya* spp.) communities. The property was adjacent to a gravel pit and areas of intense public use that included 2 small amusement parks. Private property in the center of MM included a restaurant, miniature golf area, small shopping plaza and a small residential area consisting of approximately 50 homes. Primary activities in MM included upland game bird hunting and fishing. Coyotes were not hunted or controlled on the property during the study. The Max McGraw Wildlife Foundation site along with PC and NB were the least developed urban study sites. Schaumburg (SCH) was between NB and PC and had the most urban development. It consisted of a human population of 75,400. It was 14.4 km from the city of Chicago and surrounded by 6 cities (population range: 23,100 [Roselle] to 49,500 [Hoffman Estates]). Primary land uses within this area was medium-density residential and commercial use. It included 58 small city parks, two golf courses, four small natural areas and a water treatment plant.

Dietary utilization was determined by collecting coyote scats within 2 m of fixed routes consisting of roads and pedestrian paths at the four study sites between May 2000 and December 2002. The length of scat-routes varied from 9.0 to 13.3 km. We collected scats at least bimonthly, except in winter when logistics limited the collection to monthly. We stored scats individually in plastic bags in a freezer until analyzed. We dried scats at 50 C for 48 h, separated manually, and food items were identified from keys (Schopmeyer, 1974; Adorjan and Kolenosky, 1969; Moore *et al.*, 1974) and a reference collection of bones and dorsal hairs. "The percentage of occurrence of food items in all scats was used for analyses. A food item occurring < 10% in an individual scat was not counted because small prey items can be overestimated when the percentage of occurrence technique is used (Martin *et al.* 1946; Weaver and Hoffman 1979).

We examined dietary differences among sites using contingency tables and chi-square analyses with Statistical Analysis Software (SAS Institute Inc., 2001). We used Shannon-Weaver index (Colwell and Futuyma, 1971) to estimate dietary diversity among biological seasons and sites. We defined biological seasons as: breeding (Jan. 1–Apr. 30), pup-rearing (May 1–Aug. 31) and dispersal (Sept. 1–Dec. 31) (adapted from Laundre and Keller, 1981). We used a *t*-test (Hutcheson, 1970) to examine differences in diversity indices among sites and seasons.

We determined relative prey abundance by conducting roadside counts of possible coyote prey and small mammal trapping along each scat route for three consecutive days in the middle of each biological season in 2002. The Institutional Animal Care and Use Committee at Utah State University approved all animal-handling techniques (protocol #1061). Roadside counts were surveyed in a vehicle traveling 15–25 kph on scat routes in forest preserves and on roads adjacent to scat routes in SCH. Morning roadside counts produce

the highest counts for lagomorphs (Newman, 1959; Kline, 1965) and urban domestic cats (Hasple and Calhoun, 1993), therefore roadside counts were started 30 mins before sunrise and lasted until approximately 30 minutes past sunrise. The survey direction was alternated each survey. To reduce environmental conditions influencing prey counts, counts were not conducted in winds >15 kph or during rain (Kline, 1965). We reported an index of the number of animals seen/km for each site and season.

We conducted small-mammal trapping using M-4 museum special traps (Woodstream Corporation, Lititz, PA). Ten trap-transects were spaced approximately 0.2 km apart along or near scat collection routes in each site. Spacing between transects was systematically determined by the length of the scat route; longer scat routes had a greater distance between transects. To reduce disturbances of traps in areas of high human use, transects in parking or picnic areas were moved to the nearest area with low human use. Each transect contained 10 traps spaced 5 m apart. Traps were baited with a peanut butter-rolled oats mixture and operated for three consecutive nights, with trap inspection every morning. We created indices of total captures per unit of trap effort for each site in each biological season. We qualitatively compared indices from trap and roadside surveys with scat results to examine use versus relative abundance among sites and seasons.

RESULTS

We collected 1429 coyote scats in the four study sites. Small rodents (voles and white-footed mice) constituted the highest frequency of occurrence in all seasons and sites (Table 1); all small rodents were grouped together in the results. Small rodents were followed by deer, fruit, eastern cottontail (cottontail), bird, raccoon, grass, invertebrate, human-associated food items, muskrat, house cat and unidentified food items. Bird occurrence was not identified to species. Fruits identified in scats were mulberrys (*Morus alba*), crabapples (*Malus sp.*) and chokecherrys (*Prunus sp.*). Human-associated food included fast food wrappers, pieces of rubber, candy wrappers, plastic, string, aluminum foil and dog food. Other food items that occurred in < 1% of scats included corn, eastern gray squirrel (*Sciurus carolinensis*), eastern fox squirrel (*S. niger*), coyote, domestic dog, eastern chipmunk (*Tamias striatus*), opossum and short-tailed shrew (*Blarina brevicauda*).

Seasonal fluctuations of each of the top 3 food groups and top three mammal species were similar among years. Therefore, we combined data across years to examine for site and seasonal differences among food items. There was a difference in overall diet between sites for the top five food items ($\chi^2_{12} = 535.15$, $P < 0.001$). There was also a difference between sites in the occurrence of rodents ($\chi^2_{12} = 181.21$, $P < 0.001$). Rodent occurrence was highest in NB (Table 1), where it was 2 to 3 times higher than other sites, even though rodents were ranked as one of the top-ranked food items in other sites. Deer occurrence differed between sites ($\chi^2_3 = 77.80$, $P < 0.001$), with the highest occurrence in PC (Table 1). Cottontail occurrence also differed among sites ($\chi^2_3 = 78.71$, $P < 0.001$), with the highest occurrence in PC and SCH. The occurrences of birds ($\chi^2_3 = 205.61$, $P < 0.001$) and plant items ($\chi^2_3 = 167.05$, $P < 0.001$) were different among sites; they were ranked highest in MM (Table 1). Human-associated food items, which included domestic cats for this comparison, differed between sites ($\chi^2_3 = 72.46$, $P < 0.001$), with the highest occurrence in SCH (Table 1).

Site differences were also shown by the range of Shannon-Weaver indices among sites (Table 2). The SCH and MM had a pattern of higher dietary diversity than NB and PC for all seasons except pup-rearing (Table 3). Although not different from the second ranking, the developed site, SCH, had the highest dietary diversity across all seasons (Table 3). Ned

TABLE 1.—Percent occurrence of food items found in coyote scats collected in four study sites in the Chicago metropolitan area, Illinois, May 2000–December 2002. Study sites: NB = Ned Brown Forest Preserve, PC = Poplar Creek Forest Preserve, MM = Max McGraw Wildlife Foundation, SCH = Village of Schaumburg

	NB	PC	MM	SCH	All Sites
Small rodents	73.8	37.2	27.9	31.3	41.8
White-tailed deer	16.9	35.1	13.6	10.0	22.0
Fruit	8.0	12.5	44.2	30.7	22.7
Eastern cottontail	9.8	27.5	8.6	25.3	17.7
Bird species	3.7	4.7	32.9	8.0	13.1
Raccoon	9.2	5.2	13.4	4.7	8.5
Grass species	5.2	6.5	5.0	10.0	6.2
Invertebrate	1.2	2.6	7.9	7.3	4.3
Human-associated	2.1	2.8	1.0	10.7	1.9
Muskrat	4.6	0.7	0.2	1.3	1.5
Domestic cat	1.2	0.4	0.5	6.7	1.3
Unknown	0.6	0.7	0.7	3.3	1.0
# of Scats	325	535	419	150	1,429

Brown Forest Preserve had a lower dietary diversity than other sites except during pup-rearing. The equitability indices showed that small Shannon-Weaver indices were due to overrepresentation of some food items. The low Shannon-Weaver indices for NB were due to a high use of rodents during the breeding and dispersal seasons (Fig. 1).

Seasonal fluctuations of the top five food categories and human-associated food items showed similar patterns for several sites. Comparisons of the top five food items (small rodents, deer, plants, cottontails, birds) for all sites combined showed seasonal differences ($\chi^2_8 = 272.98$, $P < 0.001$). The lack of adequate sample sizes for some sites in some of the seasons prevented examining contingency tables across seasons within sites. Qualitatively, within seasons and sites, bird occurrence was low among seasons for all sites except MM where it was highest during the breeding season (Fig. 1). Deer was more abundant in PC and NB during the pup-rearing season, and more abundant during the breeding season in MM (Fig. 1). Both small rodents and cottontails occurred in lower frequencies during the pup-rearing season, and fruit higher during the pup-rearing season, for all sites (Fig. 1). Human-associated food items were rarely found in any season except in SCH where they occurred more during the pup-rearing and dispersal seasons (Fig. 1). Dietary diversity was highest during the pup-rearing season in all sites except MM, where it was highest during the dispersal season (Table 4). Dietary diversity was lowest during the breeding season in all sites. All prey surveys were conducted within 2 wks in the middle of each biological season,

TABLE 2.—Seasonal dietary diversity indices (Shannon-Weaver index) for coyotes in 4 sites in the Chicago metropolitan area, Illinois, May 2000–December 2002. Study sites: NB = Ned Brown Forest Preserve, PC = Poplar Creek Forest Preserve, MM = Max McGraw Wildlife Foundation, SCH = Village of Schaumburg. Numbers in parentheses are equitability indices

Season	NB	PC	MM	SCH
Breeding	1.36 (0.55)	1.60 (0.67)	1.67 (0.73)	1.84 (0.84)
Pup-rearing	2.02 (0.84)	1.89 (0.79)	1.71 (0.74)	2.15 (0.87)
Dispersal	1.45 (0.59)	1.84 (0.77)	1.96 (0.85)	2.01 (0.84)

TABLE 3.—Ranking (4 = highest, 1 = lowest) of dietary diversity indices (Shannon-Weaver index) for coyotes among four study sites during three seasons in the Chicago metropolitan area, Illinois, May 2000–December 2002. Underlined study sites were not significantly different in their rankings ($P < 0.05$). Study sites: NB = Ned Brown Forest Preserve, PC = Poplar Creek Forest Preserve, MM = Max McGraw Wildlife Foundation, SCH = Village of Schaumburg

Season	Ranking			
	4	3	2	1
Breeding	<u>SCH</u>	<u>MM</u>	PC	NB
Pup-rearing	<u>SCH</u>	<u>NB</u>	<u>PC</u>	<u>MM</u>
Dispersal	<u>SCH</u>	MM	PC	NB

except for NB when snowfall postponed surveys during the dispersal season until the beginning of December. Average morning temperatures during surveys were -0.5 ± 5.5 C ($\bar{x} \pm SD$) for the breeding season, 21.8 ± 2.6 C for the pup rearing season, and 1.2 ± 5.9 C for the dispersal season. The three main prey species observed during morning roadside-counts were deer, cottontail and pheasant (Fig. 2). Other prey items recorded during counts that were observed in small numbers (< 1 animal / 10 km driven) included domestic cat, raccoon, beaver and opossum. More deer were observed at PC during the breeding season than other sites, but less than MM and NB during pup-rearing and dispersal seasons, respectively (Fig. 2). SCH had very few observations of deer in any season. The highest number of cottontail observations for all sites was during the pup-rearing season. The fewest number of cottontail observations for all sites was during the breeding and dispersal seasons (Fig. 2). Max McGraw Wildlife Foundation was the only site where pheasants were observed (Fig. 2). The number of pheasants observed at MM was relatively constant across seasons, with only a small decrease during the pup-rearing season.

Three hundred trap-nights for small mammal trapping were recorded/season for each study site. Short-tailed shrews represented 1% of captures. White-footed mice and meadow voles constituted 88% of all small rodents trapped and unidentified *Peromyscus* and *Microtus* species made up the remaining 10%. Overall, more small rodents were captured during the pup-rearing season than other seasons for all sites except MM (Fig. 3).

DISCUSSION

Coyotes in the suburbs of Chicago relied on natural food sources, but with high spatial and temporal variability. Small rodents, deer, lagomorphs and plant material, which made up the majority of food items, have been found to be important food sources for rural (Leopold and Krausman, 1986; Toweill and Anthony, 1988; Cypher, 1993) and urban (Atkinson and Shackleton, 1991; Quinn, 1997b; Fedriani *et al.*, 2001) coyotes. Although several urban studies have shown a temporal variation in food item selection, we also found spatial variation within an urban area.

Small rodents were the dominant food source for coyotes in the study area. Although more rodents were found in scats during the breeding and dispersal seasons, we captured more small-mammals during the pup-rearing season in all sites except MM in 2002. This contrasts to other studies that found the occurrence of rodents correlated with their abundance (Nellis and Keith, 1976; Litvaitis and Shaw, 1980). The decreased use of small rodents by coyotes when their population was high during the pup-rearing season may be due to an increased availability of other food sources. Alternatively, the high occurrence of

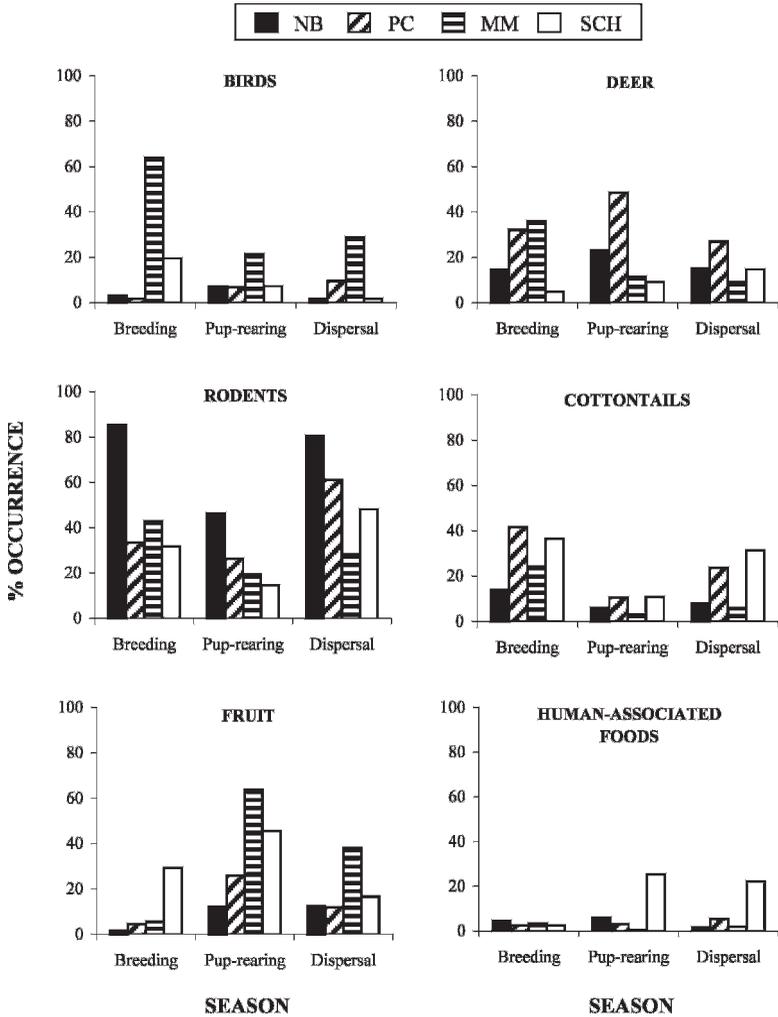
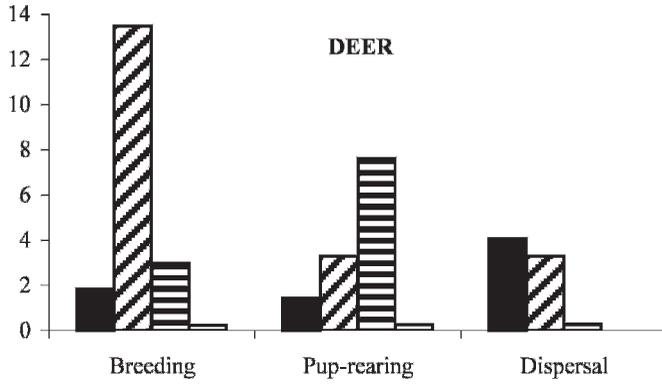


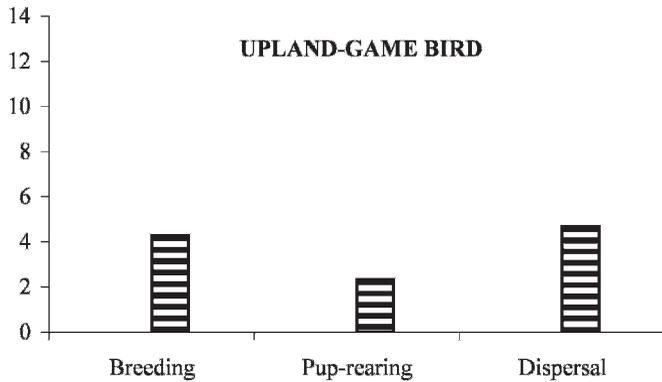
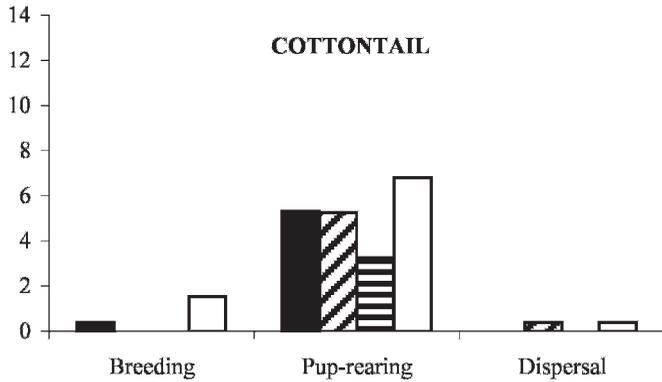
FIG. 1.—Seasonal fluctuations of percent occurrences of the six main food categories in coyote scats collected at four sites in the Chicago metropolitan area, Illinois, May 2000–December 2002. Study sites: NB = Ned Brown Forest Preserve, PC = Poplar Creek Forest Preserve, MM = Max McGraw Wildlife Foundation, SCH = Village of Schaumburg

small rodents in traps and low occurrence in their diet may be due to: increased trap vulnerability of rodents in summer months due to increased activity, a decrease in capture vulnerability by coyotes due to dense vegetation or a preference of different prey by coyotes.

Max McGraw Wildlife Foundation was the only site having food items other than small rodents occurring in high frequencies, possibly due to the lack of rodents or other prey sources. Although the occurrence of small rodents at MM was slightly lower than PC and SCH, the abundance of *Peromyscus* and *Microtus* species in MM was lower than all other sites. Other food items, like bird and plant material, may have supplemented the lower use of rodents at this site.



OBSERVATIONS / 10 km



SEASON

TABLE 4.—Ranking (3 = highest, 1 = lowest) of dietary diversity indices (Shannon-Weaver index) for seasonal food habits of coyotes in four study sites in the Chicago metropolitan area, Illinois, May 2000–December 2002. Underlined seasons were not significantly different in their rankings. Study sites: NB = Ned Brown Forest Preserve, PC = Poplar Creek Forest Preserve, MM = Max McGraw Wildlife Foundation, SCH = Village of Schaumburg

Study Site	Ranking		
	3	2	1
NB	Pup-rearing	<u>Dispersal</u>	<u>Breeding</u>
PC	Pup-rearing	<u>Dispersal</u>	<u>Breeding</u>
MM	<u>Dispersal</u>	<u>Pup-rearing</u>	Breeding
SCH	<u>Pup-rearing</u>	<u>Dispersal</u>	Breeding

Deer were an important food source available year round in some study sites. While the killing of mature deer by coyotes is possible (Koehler and Hornocker, 1991; Paquet, 1992; Gese and Grothe, 1995), deer consumption by coyotes often comes from carrion (Ozoga and Harger, 1966; Nellis and Keith, 1976). In our study area, the year-round availability of road-killed deer was probably the main source of carrion and a possible characteristic of urban landscapes. During summer, deer occurrence included fawns. Although we did not discern fawns from adults, we observed several occurrences of fawn remains (*i.e.*, small hooves, teeth, and fawn hairs) in scats. We also observed remains of deer fawns at three coyote dens in our study area. Because coyotes have been found to be a major predator of fawns (Nelson and Wolf, 1987; Smith, 1990; Patterson and Power, 2002), coyotes may be keeping the deer population lower in our study area.

The higher abundance and occurrence of deer in the diet of coyotes at PC was likely due to land management practices. Poplar Creek Forest Preserve differed from other sites in that it lacked an active culling program as found in NB, did not have deer hunting like MM, and did not have small fragmented preserves like SCH. Similar to what Fisher (1980) found, the high deer occurrence at PC may also be due to an open pit used to dispose of management culled deer in the winter months.

Plant material, mostly mulberry fruit found in scats from June through August, occurred in a high percentage of MM and SCH scats; these sites contained more non-native flora than the two forest preserves. However, plant occurrence in scats during the pup-rearing season may be inflated due to increased deposition rates of plant material (Andelt and Andelt, 1984), resulting in the misinterpretation that plant material was more important than non-plant food items among seasons and sites. Despite the possible over-representation of vegetation in scats, it was an important food source during the summer at MM and SCH.

The occurrence of cottontail in scats showed similar trends as rodents. Although PC and SCH had the highest overall occurrences, seasonal trends were similar across all sites.

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FIG. 2.—Seasonal fluctuations of percent occurrences of the top three prey items observed on roadside counts at four sites in the Chicago Metropolitan Area, Illinois, February 2002–December 2002. Study sites: NB = Ned Brown Forest Preserve, PC = Poplar Creek Forest Preserve, MM = Max McGraw Wildlife Foundation, SCH = Village of Schaumburg

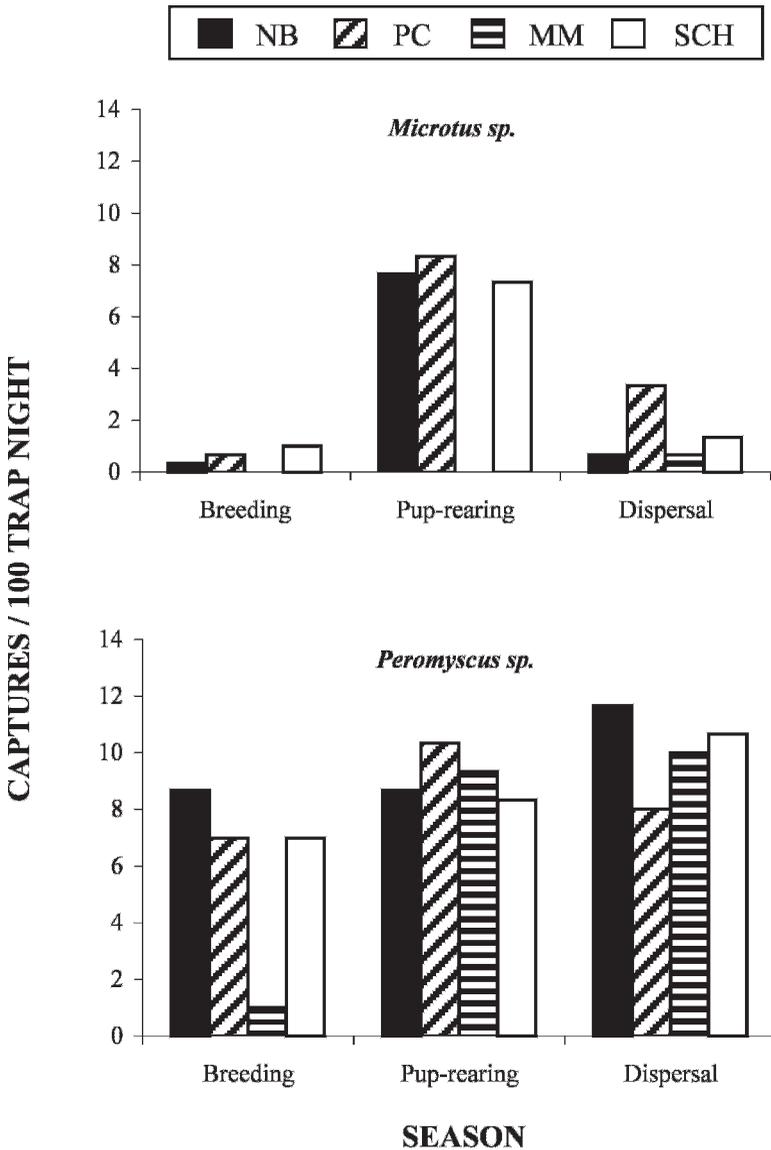


FIG. 3.—Seasonal fluctuations of the top two rodent genus' trapped at four sites in the Chicago metropolitan area, Illinois, February 2002–December 2002. Study sites included: NB = Ned Brown Forest Preserve, PC = Poplar Creek Forest Preserve, MM = Max McGraw Wildlife Foundation, SCH = Village of Schaumburg

Decreased utilization of cottontail by coyotes has been found during summer months (Korschgen, 1957; Andelt, 1985; Leopold and Krausman, 1986). But similarly to rodents, cottontail abundance determined by roadside counts was highest during the pup-rearing season. The low occurrence of cottontail in scats during pup-rearing may be explained by a decrease in capture vulnerability by coyotes during the summer months due

to increased vegetation growth. In addition, the attraction of cottontails to grass along pedestrian paths, roads and picnic areas may have made them more observable during roadside counts.

Birds were an important part of coyote diets only at MM. Although birds were not identified by species in the scat analysis, bird remains in scats at MM were likely from captive-raised pheasants released for hunting from November through March each year. The pheasants released may have been vulnerable to coyotes due to their captive upbringing and lack of exposure to predators. Although pheasants do occur in other parts of northeast Illinois, the lack of observations from roadside counts of pheasants at the other sites showed they were not widely available. Pheasants were the only bird species recorded during prey surveys. Other bird species encountered during prey surveys were aquatic or non-terrestrial, and were determined not to be a prey species for coyotes.

The use of human-associated food items by coyotes in our study area was low compared to coyote studies in western states. Coyotes adapt to urbanized environments by consuming human-associated food items (McCracken, 1982; Fedriani *et al.*, 2001). In western Washington, domestic cats and squirrels (*Sciurus* and *Tamiasciurus* spp. were preyed upon more in urban areas than other mammal species; this contrasted with voles as the most consumed mammal in adjacent mixed-agricultural land (Quinn, 1997b). Near Tucson Arizona, McClure *et al.* (1995) showed a large reliance (35% occurrence) on human-associated food items. In southern California, Shargo (1988) showed a large occurrence of garbage (40.9%) and domestic cat (13.6%) in coyote scats. In the Chicago area, coyotes have been observed foraging in dumpsters and out of fast food bags (P. Morey, pers. obs.). The occurrence of human-associated foods in SCH peaked in pup-rearing and dispersal seasons when people were more active outdoors and probably leaving more trash. There was, however, a potential for garbage consumption by coyotes year-round in SCH that went underutilized. Even though on several occasions we witnessed coyotes pulling garbage out of dumpsters and eating curbside trash, radiotracked coyotes were regularly observed during garbage collection days, traveling through residential areas without feeding on curbside garbage.

Coyotes in forest preserves in our study area used human-associated food items less than in the developed SCH site. The presence of human-associated foods in coyote diets in developed areas may be due to their reduced fear and acclimation to human environments. The lack of human-associated foods in coyote diets in forest preserves may be due to a fear of human environments and their avoidance of such areas. However, human activity in the forest preserves, which was restricted to daylight hours, should not have prevented coyotes from foraging on garbage at night when humans were not present (Gehrt, 2004). The results suggest the lack of utilization of human-associated food items by coyotes in forest preserves had lower contact with humans than animals in SCH.

Coyotes in sites with the most human development had the highest dietary diversity. Fragmented landscapes often have the highest biological diversity (Rosenberg and Raphael, 1986). In southern California, coyotes in areas with higher human occupation had a greater dietary diversity than those in areas with a lower human occupation (Fedriani *et al.*, 2001). Dietary diversity may stabilize coyote populations in developed areas. The diverse prey utilization in developed areas allowed coyotes in these areas to have alternative food choices if a prey population declined. Because many of these alternate food choices were natural food items, this may explain why they do not rely heavily on human-associated food items. In addition, because of the high diversity of food options, coyotes in developed areas may be less likely to use and become habituated to human-associated food sources.

High dietary diversity indices during summer may be due to increased food availability, providing coyotes with more dietary choices. During summer, there was fresh plant material available, more vulnerable young prey and increased human garbage in parks and preserves. These same food items were absent during the winter when the diversity indices were low. Dietary diversity may explain why coyotes used rodents and cottontails less during the pup-rearing months even though they were more abundant. During the rest of the year, they relied on cyclic prey species such as rodents and cottontails when there was a narrower choice of prey species. An implication for this pattern is that during the breeding season when food diversity is low, coyotes, particularly those in less-developed areas, may venture into human landscapes in search of food.

Studying diets of coyotes in urban areas requires an examination of the spatial and temporal variation in the utilization and availability of food resources. There have been very few studies that have examined these two scales together, and none in the environment of the Midwestern United States. We found the main food items for coyotes in the Chicago metropolitan area, depending on where and when scats were collected, varied widely. Our results also showed coyotes in developed areas had different diets than those in less-developed areas. The high diversity of food items in developed areas may explain their low use of human-associated foods, which may reduce conflicts with humans. Baker and Timm (1998) found that coyote conflicts with humans in southern California have been due to coyotes becoming habituated with human-associated food. Conflicts between coyotes and humans in the Chicago metropolitan area may be low because there have been no conflicts with human-associated food. If this is true, other urban areas that also have a high diversity of food may have the same low conflict level between coyotes and humans.

Although the occurrence of coyotes in urban areas may be of concern to some managers and residents, their presence could be beneficial. Coyote predation could reduce deer populations on a local scale that are overpopulated, thereby reducing damage to tree saplings and vehicles. Studies have found the absence of coyotes in an area could also have negative effects on rodent richness and diversity (Henke and Bryant, 1999). Additionally, urban coyotes could reduce rodent populations causing damage to tree seedlings (Ostfeld *et al.*, 1997). Lack of coyotes may also cause meso-predator releases resulting in increased pressure on meso-predator prey (Crooks and Soulé, 1999). Our results have shown that there may be temporal and spatial variation in the conflict and benefit potential that coyotes have within the same urban area. To help determine when, where, or if coyotes in the urban landscape have these potentials, understanding this temporal and spatial variation is helpful.

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SUBMITTED 5 AUGUST 2005

ACCEPTED 22 NOVEMBER 2006

RECOGNIZING ROOF RAT ACTIVITY

The following signs indicate roof rat activity:

- Damaged or partially eaten fruit
- Broken snail shells under bushes, on fences or near nesting sites
- Gnawing of plastic, wood or rubber materials
- Greasy, dark rub marks along walls caused by the rat's oily fur coming in contact with painted surfaces or wooden beams
- Droppings that are randomly scattered - they will normally be found close to a runway, feeding location or shelter; droppings are dark in color, spindle-shaped and about 1/2 inch long
- Droppings found in forced air heaters, swimming pool heater covers, and water heater closets
- Visual sightings of the rats on utility cables, fences, or in trees

RODENT-PROOFING HOMES

Homes, garages and storage areas are ideal nesting places for rodents. Roof rats can enter small openings the size of a 1/4 inch.

Take these steps to rodent-proof a home:

- Seal openings where utilities enter buildings with metal screening or concrete
- Eliminate any openings between roof tiles along the eaves
- Check for gaps between the roof and chimney
- Use sheet metal edging along door bottoms to prevent entry
- Repair or replace damaged vent screens
- Store pet food in tight fitting metal containers
- Ensure hedges or trees do not touch or hang over the house
- Remove and discard ripe and fallen fruit
- Elevate stored items at least 18 inches above ground and 12 inches from walls

CHECK FOR THESE PROBLEM AREAS:

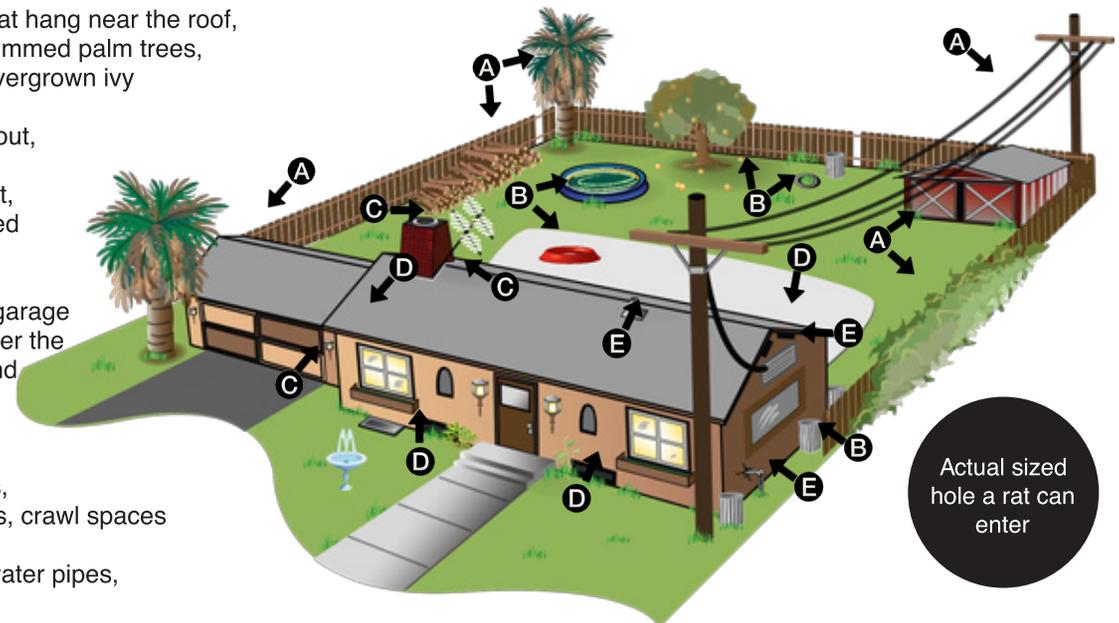
A) Tree limbs that hang near the roof, wood piles, untrimmed palm trees, storage shed, overgrown ivy

B) Pet food left out, stagnant water, unharvested fruit, debris, uncovered trash cans

C) Gaps under garage doors; gaps under the chimney, roof and chimney spark arrestor

D) Tile openings, vents, attic vents, crawl spaces

E) Vent pipes, water pipes, attic louvers



ROOF RAT HABITAT

Roof rats may establish nests almost anywhere. Here are some common sites:

- Wood and lumber piles
- Barbeques
- Utility sheds/closets
- Pool heaters
- Dense shrubbery

Roof rats will eat almost anything but they do have preferences. Here are some of their favorites:

- Bird seeds
- Pet food
- Snails
- Pet droppings
- Nuts
- Avocados
- Oranges
- Tomatoes
- Fruits

TRAPPING

Snap traps are an acceptable, efficient and humane method for rat control. Wooden snap traps are inexpensive and eliminate the liability of using poison bait. Suggested bait options are grape tomatoes, peanut butter, beef jerky, dried fruit or nuts. When trapping outdoors or in an unsecured area, cover the trap with a plastic basket or similar cover with small openings to keep out larger non-target animals.

PROPER DISPOSAL OF A RAT CARCASS

Using a plastic bag or shovel, place your hand in the bag like a glove, pick up the carcass with the bag, turn the bag inside out and tie. Another option can be to use a shovel to scoop the rat into a bag, seal it and dispose of the rat in the trash container with a secure lid.

THE ROOF RAT



The roof rat (*Rattus rattus*) is a common and problematic rodent species in Orange County.

The roof rat is slender and has a tail longer than its head and body combined. Roof rats frequently enter buildings and maneuver around neighborhoods by using utility lines and fences as runways. The roof rat prefers to feed on bird seed, pet food, snails, fruit and nuts.

THE BIG-EARED WOOD RAT



The big-eared wood rat (*Neotoma macrotis*) is native to Southern California. The rat is tan to cinnamon in color and has large rounded ears. The tail is as long as its body. Wood rats build large elaborate houses out of sticks and plants. They feed on bird seeds and pet food.

DISEASE

Rats collected in Orange County are known to carry pathogens that can make people sick.

- The most common pathway of exposure to rodent-borne diseases is through consumption of food or water contaminated with rodent feces and urine.
- Rats and rat nests can be infested with biting mites and fleas. Mites and fleas can transmit illnesses to humans.

WHY DO I HAVE RATS?

Your property provides at least one of these attractants. Follow these steps to help reduce rats on your property.

Food Sources

- Remove any bird seed and uneaten pet food
- Place pet food in sealed metal containers
- Harvest ripe fruit from trees
- Control for snails
- Ensure trash cans are closed with tightly fitted lids

Shelter

- Remove and/or cut back overgrown vegetation and dense shrubbery
- Seal barbeques and sheds
- Stack firewood/lumber away from fences and walls
- Seal structural openings to your residence and garage

MISSION

It is the mission of the Orange County Mosquito and Vector Control District (OCMVCD) to protect the people of Orange County from the dangers of vector-borne diseases. A major component of our program is to educate the public about the shared responsibility of vector control. OCMVCD staff work year-round to ensure protection for you and your community from rats and the diseases they carry.

For More Information:

Orange County Mosquito and Vector Control District

13001 Garden Grove Blvd.
Garden Grove, CA 92843
714.971.2421 or 949.654.2421
www.ocvector.org

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RATS

PROTECT YOUR HOME AND FAMILY



Orange County Mosquito and Vector Control District

13001 Garden Grove Blvd.
Garden Grove, CA 92843
714.971.2421 or 949.654.2421
www.ocvector.org



Squirrels

Status

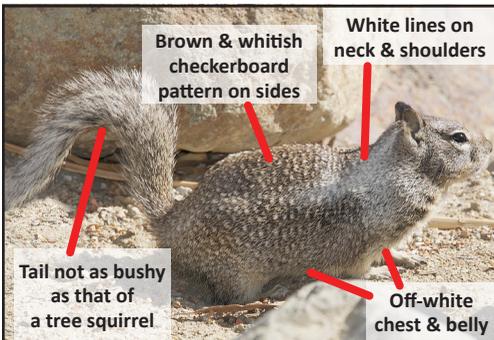
- Bites
- Carries internal & external parasites
- Can transmit pathogens on its body
- Often infested with fleas that can vector pathogenic bacteria, the cause of plague

General Information

Squirrels are small mammals with short legs and long hairy tails. The squirrel family has 273 species and includes tree squirrels, ground squirrels, antelope squirrels, flying squirrels, chipmunks, prairie dogs, and marmots. Orange County has two native species: one type of ground squirrel and one type of tree squirrel. A second species of tree squirrel was introduced here and is a serious pest. Ground squirrels are social and nest in large subterranean colonies. Tree squirrels are less social, often solitary, and nest in trees. Squirrels eat such things as roots, leaves, seeds, nuts, insects, bird eggs, and fish.

What Do They Look Like?

Squirrels are members of the squirrel family (Sciuridae), which is part of the rodent order (Rodentia). All rodents have a single pair of sharp upper and lower front teeth (incisors) that continually grow. In some species, the mouth closes behind the incisors, leaving the incisors exposed. Rodents have no canine teeth and have a large space between their incisors and molars. Squirrels have a long completely-hairy tail, short legs, and a short snout (rostrum). Some types, such as ground squirrels, have internal cheek pouches in which they carry food back to their nests. Tree squirrels have no internal cheek pouches.



California ground squirrel (*Spermophilus beecheyi*, native). Head and body 23-28 cm (9-11 inches) long, tail 13-23 cm (5-9 inches) long. Hairs on its head are brownish, those on its body are brown interspersed with small patches of white or off-white hairs that form a checkerboard pattern. Whitish hairs form lines on the sides of its neck and shoulders. *The chest and belly are off-white. The tail is bushy, but not as bushy as our other squirrels.* They feed on a wide variety of plant life and need only open soil to dig their dens and build nests within. They have a home range of about 4.5 hectares (11 acres).



Western gray squirrel (*Sciurus griseus*, a type of tree squirrel, native). Head and body 23-30 cm (9-12 inches) long, tail 25-30 cm (10-12 inches) long. Hairs throughout its body appear to be a uniform gray, though some hairs are black, others white. They often have a small patch of rusty hairs behind their ears. Paws are dark gray to black. *The belly is white. The tail is very bushy and gray with very long white hairs.* They eat mostly acorns and are usually found in places where oak trees live. They travel from tree to tree, seldom on the ground. In fact, they are rarely found more than a few meters away from any tree. They have a home range of about 0.1-6.5 hectares (0.3-16 acres).



Eastern fox squirrel (*Sciurus niger*, a type of tree squirrel, not native). Head and body 25-38 cm (10-15 inches) long, tail 23-35 cm (9-14 inches) long. Most hairs on its back and sides are gray, though in some populations they are rusty brown. Hairs on its cheeks, ears, and paws are rusty-yellowish. *The belly is yellowish to orangish. The tail is very bushy with a gray upper (dorsal) surface and long orangish hairs along its sides and lower (ventral) surface.* They travel mostly on the ground and will even climb out of one tree and walk on the ground to the next tree. They eat a variety of fruits and nuts. They have a home range of over 20 hectares (50 acres), a much larger area than the western gray squirrel.



Life Cycle

Ground squirrels are typically encountered in parks, vacant lots, and hillsides where they excavate extensive communal burrows in well-drained soils. They hibernate during harsh or moderate winters, but usually do not hibernate during mild winters. Adults mate in late winter, give birth in spring, with 4-13 offspring in each litter. They live about 5 years.

Both of our **tree squirrel** species nest in tree cavities, in abandoned bird nests, and on tree limbs. Tree squirrels do not hibernate and are active all year. The western gray squirrel mates in winter-summer, gives birth in late winter-spring, and have one litter a year, with 3-5 offspring in each litter. They live about 11 years. Eastern fox squirrels have a mating season twice a year and have two litters a year, with 3-4 offspring in each litter. They live over 7 years.

Human Interactions

Squirrels forage for food in gardens and parks, even in fruit trees and in bird feeders. Their feeding may damage fruit-bearing and ornamental plants. They will also gnaw on plastic sprinkler heads and irrigation lines. Some eat bird eggs.

The **California ground squirrel** and **western gray squirrel** are native to our area and are important parts of natural ecosystems. They may become problematic when they venture onto human property. **Ground squirrels** sometimes dig dens near homes, gardens, schools, playgrounds, and parks. Mounded soil surrounding their burrows and entrance holes can become trip hazards. Sometimes they burrow under masonry walls, utility sheds, decks, and porches, undermining their stability.

The **western gray squirrel** typically lives in forests at higher elevations and is rarely found near homes. It too will feed in gardens and bird feeders in rural canyons and nearby foothills.

The **eastern fox squirrel** was intentionally introduced to southern California where it has become a voracious pest in urban and suburban areas. It is known to gnaw through wire shielding and plastics, causing damage to electrical systems.

Health Risks

Ground squirrels are host to fleas which can contain and transmit (vector) bacteria that cause disease. One such flea-vectoring bacterium (*Yersinia pestis*) causes plague, a disease that killed an estimated 60% of the human population of Europe in the 1300s-1400s. Ground squirrels are themselves killed by plague, which occasionally wipes out entire colonies. Squirrels are only rarely infected with rabies virus.

When an animal is dead or dying, its fleas leave the body and seek another host animal. If you are nearby, those fleas may jump onto you, bite, and increase your risk of contracting disease. If you find squirrels (or other rodents) acting strangely (weak, staggering, aggressive), dying, or dead for no apparent reason, keep back, do not approach, disturb, or handle them, and immediately notify the landowner (such as a park ranger).



This flat metal shield serves as a rodent baffle and provides shade for the birdfeeder

This dome-shaped baffle, which is placed *above* the feeder, prevents squirrels and other rodents from climbing *down* into the birdfeeder

This conical wrap-around collar baffle, which is placed *below* the feeder, prevents squirrels and other rodents from climbing *up* to the birdfeeder

Tips to Exclude Squirrels

Residents of squirrel-prone properties can take a number of preventive measures to discourage squirrels from their property. Remove debris and trash that squirrels may use as shelter. Eliminate potential food sources such as pet food and fallen fruit. Hang bird feeders from a squirrel baffle or use a squirrel-proof feeder; both prevent squirrels from accessing bird food.

Ground squirrels typically dig under fences to gain access to yards. Fencing can be enhanced by digging about 24 inches below grade, installing chain link, and burying it. This effectively extends the fence below grade to make it difficult for ground squirrels to dig below it. Tree squirrels climb over fences, often on plants that extend over the fence. Prune plants away from fences and buildings; also prune low-hanging branches well above the ground.

Tree trunks can be outfitted with metal collars; squirrels and other rodents cannot climb over them. Stack lumber and firewood at least 18" above the ground and 6" away from walls, fences, and other structures. Keep perimeter areas weed-free. Secure garbage, recyclables, and compost in containers with tight-fitting lids. Squirrels are afraid of dogs; if you have a dog, give it access to your yard and squirrels will usually leave.



9.2
SOLID WASTE HANDLING SERVICES

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: March 18, 2026 City Council Meeting

SUBJECT: Solid Waste Handling Services

Recommendation

1. Pursuant to Section 24.5 of the agreement with CR&R Incorporated for solid waste handling services, consider CR&R Incorporated's discretionary adjustment request to increase the maximum rates it can charge customers due to increased solid waste disposal rates for the County of Orange's landfills and solid waste infrastructure.

AND

2. Due to the discretionary adjustment request being a result of actions of the County of Orange and not CR&R Incorporated, approve CR&R Incorporated's request to waive the \$5,000.00 non-refundable payment otherwise required to be paid to the City by CR&R Incorporated prior to consideration of the discretionary adjustment request, pursuant to Section 24.5 of the agreement with CR&R Incorporated for solid waste handling services.

AND

3. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF A SIXTH AMENDMENT OF THE AGREEMENT WITH CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES INCLUDING, BUT NOT LIMITED TO, INCREASES IN MAXIMUM RATES THAT CAN BE CHARGED BY CR&R INCORPORATED TO CUSTOMERS, AND DETERMINING AND CERTIFYING THAT THE SIXTH AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Background

Solid Waste Handling Services Agreement

On October 14, 2021, the City Council approved an agreement with CR&R Incorporated for solid waste handling services, the term of which began on January 1, 2022 and runs through June 30, 2032. The agreement includes the establishment of maximum rates that CR&R Incorporated can charge customers for its services.

The City grants a franchise agreement for solid waste handling services as part of its efforts to comply with the California Integrated Waste Management Act of 1989 (California Assembly Bill 939; Sher, Chapter 1095, Statutes of 1989), which declares that the responsibility for solid waste management is shared between the State of California and local governments. The California Integrated Waste Management Act of 1989 requires local governments to make adequate provision for solid waste handling both within their jurisdiction and in response to regional needs. In doing so, local governments are also required to comply with laws including:

- Federal Resource Conservation and Recovery Act;
- California Assembly Bill 341 (Chesbro, Chapter 476, Statutes of 2011) – commercial recycling;
- California Assembly Bill 1826 (Chesbro, Chapter 727, Statutes of 2014) – commercial organic recycling; and
- California Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016) – residential organic recycling.

WISE Agreement

On February 18, 2026, the City Council approved the Waste Infrastructure System Enterprise Agreement (“WISE Agreement”) with the County of Orange, which establishes solid waste disposal rates and services related to the County of Orange’s landfills and solid waste infrastructure, beginning July 1, 2026. The WISE Agreement provides the City with priority use of the County of Orange’s landfills, a solid waste disposal rate at least 10% lower than the public disposal rate, and sharing of revenue generated by the County of Orange’s waste importation agreements, in exchange for directing all non-recycled waste that the franchise hauler (CR&R Incorporated) collects to the County of Orange’s landfills. The WISE Agreement also provides the City with a solid waste disposal rate equal to or lower than rates included in future waste importation agreements the County of Orange enters into with other parties. The solid waste disposal rates included in the WISE Agreement are significantly higher than the current rate, but remain the best available for in-county disposal (see Table 1). Out-of-county disposal rates may be lower for certain landfills, but would result in other costs such as increased driver labor and transportation.

Table 1: Solid Waste Disposal Rates for County of Orange Landfills

Fiscal Year	WISE Agreement Rate	Non-WISE Agreement Rate
Current	\$43.76/ton	\$67.76/ton
2026-27	\$67.00/ton	\$92.70/ton
2027-28	\$74.00/ton	\$100.40/ton
2028-29	\$81.00/ton	\$108.10/ton
2029-30*	\$81.00/ton + CPI increase	\$110.77/ton (estimate)

* The WISE Agreement Rate will annually increase by CPI, beginning in Fiscal Year 2029-30.

Discussion

Today's meeting is an opportunity for City Council action and public input on a proposed amendment with CR&R Incorporated for solid waste handling services (Attachment A). Staff recommends that the City Council approve the proposed amendment and take the other recommended actions in response to increased solid waste disposal rates for the County of Orange's landfills and solid waste infrastructure. CR&R Incorporated's associated letter of request is included as Attachment B.

If the proposed amendment is approved at today's meeting, the maximum rates that CR&R Incorporated can charge customers would increase, beginning July 1, 2026, due to increased solid waste disposal rates for the County of Orange's landfills and solid waste infrastructure. The increased rates are a result of the County of Orange's actions, not CR&R Incorporated.

Fiscal Impact

CR&R Incorporated has indicated that it would increase customer rates under the proposed amendment. Any increases would reflect higher disposal fees associated with the increased solid waste disposal rates for the County of Orange's landfills and solid waste infrastructure. The extent of such increases would vary depending on how CR&R Incorporated ultimately implements rate changes, the specific services that customers receive, and adjustments to the Consumer Price Index (CPI) beginning January 1, 2027.

On February 18, 2026, City staff notified Village Management Services (VMS), on behalf of the three largest residential customers (Golden Rain Foundation of Laguna Woods, Third Laguna Hills Mutual, and United Laguna Woods Mutual), of the likelihood of forthcoming rate increases which, at the time, based on maximum rates, were estimated as follows:

- July 1, 2026 – December 31, 2026: approximate 2.3% increase to residential trash cart service costs; approximate 4.1% increase to shared trash bin/cart service costs (recycling and organics would be unaffected).
- January 1, 2027 – December 31, 2027: approximate 4.4% increase to residential trash cart service costs; approximate 4.7% increase to shared trash bin/cart service costs;

estimated 4% CPI increase to shared recycling and organics costs.

- January 1, 2028 – December 31, 2028: approximate 4.4% increase to residential trash cart service costs; approximate 4.7% increase to shared trash bin/cart service costs; estimated 4% CPI increase to shared recycling and organics costs.

On February 24, 2026, City staff provided VMS with the proposed increased maximum rates included in the proposed amendment.

The 5% franchise fee that CR&R Incorporated pays to the City is based on annual gross receipts, which generally increase as rates increase. Any increased franchise fee revenue helps to offset costs of managing the agreement with CR&R Incorporated, complying with the State of California’s solid waste laws, and providing other government services.

Environmental Review

The City Council is asked to find that the proposed amendment 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 amendment were subject to CEQA, it would be exempt based on CEQA Guidelines 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.

Documents Available for Review

Related documents – including the agreement with CR&R Incorporated and amendments 1 through 5 – are available for public review at or from City Hall during normal working hours. The agreement and amendments are also available for review on the City’s website at www.cityoflagunawoods.org/wasteservices (click on “Franchise Hauler Agreements”).

Report Prepared With: Nadia Cook, Planning & Environmental Services Director

Attachments: A – Proposed Resolution
 Exhibit A – Proposed Amendment No. 6
 B – Discretionary Adjustment Request Letter from CR&R Incorporated

**CITY OF LAGUNA WOODS
RESOLUTION NO. 26-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF A SIXTH AMENDMENT OF THE AGREEMENT WITH CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES INCLUDING, BUT NOT LIMITED TO, INCREASES IN MAXIMUM RATES THAT CAN BE CHARGED BY CR&R INCORPORATED TO CUSTOMERS, AND DETERMINING AND CERTIFYING THAT THE SIXTH AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on October 14, 2021, the City Council approved an exclusive franchise agreement with CR&R Incorporated for solid waste handling services, the term of which began on January 1, 2022 (“Agreement”); and

WHEREAS, on December 15, 2021, the City Council approved the first amendment of the Agreement; and

WHEREAS, on February 9, 2022, the City Council approved the second amendment of the Agreement; and

WHEREAS, on April 29, 2024, the City Council approved the third amendment of the Agreement; and

WHEREAS, on September 17, 2025, the City Council approved the fourth amendment of the Agreement; and

WHEREAS, on December 17, 2025, the City Council approved the fifth amendment of the Agreement; and

WHEREAS, the City and CR&R Incorporated mutually desire to amend the Agreement as described in Exhibit A attached hereto (“Amendment”); and

WHEREAS, California Public Resources Code Section 49300 requires the City Council to approve contracts for the collection and disposal of solid waste by either resolution or ordinance.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council hereby determines and certifies that the Amendment 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 hereby finds that, even if the Amendment were subject to CEQA, it would be exempt based on CEQA Guidelines 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. The City Council hereby approves the Amendment, which is attached hereto as Exhibit A and incorporated herein by reference, subject to the terms and conditions set forth in this resolution and the Amendment, and authorizes the Mayor to execute the Amendment, subject to approval as to form by the City Attorney.

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

PASSED, APPROVED AND ADOPTED this XX day of XX 2026.

ANNIE MCCARY, 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. 26-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 2026, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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**SIXTH AMENDMENT TO THE AGREEMENT BETWEEN CITY OF
LAGUNA WOODS AND CR&R INCORPORATED FOR SOLID WASTE HANDLING
SERVICES**

THIS SIXTH AMENDMENT TO THE AGREEMENT BETWEEN CITY OF LAGUNA WOODS AND CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES ("Amendment No. 6") is made and entered into as of _____ day of March, 2026 ("Effective Date"), by and between the CITY OF LAGUNA WOODS ("City"), and CR&R INCORPORATED ("Contractor").

R E C I T A L S

A. On or about January 1, 2022, City and Contractor entered into that certain Agreement between City of Laguna Woods and CR&R Incorporated for Solid Waste Handling Services ("Agreement"), pursuant to which City agreed to provide to Contractor an exclusive franchise for Solid Waste Handling Services within the City of Laguna Woods.

B. Section 26.2 of the Agreement requires Contractor to comply with the waste disposal agreement entered into between the County of Orange and City relating to the use of County of Orange landfills for the disposal of solid waste collected in the City of Laguna Woods, as may be amended from time to time ("County Agreement").

C. On July 1, 2026, the terms of the County Agreement will change and, as a result, increase the costs of using County of Orange landfills for the disposal of solid waste collected in the City of Laguna Woods. Such costs are incorporated into the rates charged by Contractor under the Agreement and, effectively, "passed through" to Customers.

D. Contractor has requested a discretionary adjustment pursuant to Section 24.5 of the Agreement as a result of the changed terms of the County Agreement. City is willing to approve such discretionary adjustment. Accordingly, City and Contractor now wish to amend the Agreement to revise the maximum rates set forth in Exhibit A beginning July 1, 2026. Exhibit B is included as a reference for calculating the maximum rates for fiscal years 2027 and 2028, should actual annual Consumer Price Index adjustments be less than 4% for either year.

A M E N D M E N T

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

1. Amendment. The Agreement is hereby amended as set forth in Exhibit A.
2. Effect of Amendment. Except as expressly provided in this Amendment No. 6, all of the terms, conditions, and provisions set forth in the Agreement shall remain in full force and effect.

3. Effective Date. The effective date of this Amendment No. 6 shall be the latter of the dates set forth next to the signatures of the parties hereto, after both parties hereto have signed this Amendment No. 6, which date shall be inserted into the preamble to this Amendment No. 6.

This Amendment No. 6 shall be null and void if Contractor fails to execute the Franchise Hauler Acknowledgement required by the County Agreement by 11:59 p.m. on April 1, 2026.

4. Representations. The persons executing this Amendment No. 6 on behalf of each party hereto warrant that (a) they are duly authorized to execute this Amendment on behalf of the party for whom they sign, and (b) by so executing this Amendment No. 6, the party for whom they sign is formally bound to the provisions of this Amendment No. 6.

5. Counterparts. This Amendment No. 6 may be executed in counterparts, each of which, when both parties hereto have signed this Amendment No. 6, shall be deemed an original.

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

“City”
CITY OF LAGUNA WOODS

By: _____
Annie McCary, Mayor

Date: _____

ATTEST:

By: _____
Yolie Trippy, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Alisha Patterson, City Attorney

“Contractor”
CR&R INCORPORATED

By: _____
Cliff Ronenberg, Chairman and
Chief Executive Officer

Date: _____

[END OF SIGNATURES]

EXHIBIT A

MAXIMUM RATE SCHEDULE FOR SOLID WASTE HANDLING SERVICES

[BEGINS ON FOLLOWING PAGE]

ITEM 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

ITEM 9.2 - Exhibit A to Attachment 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

ITEM 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 (1 Refuse & 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

ITEM 9.2 - Exhibit A to Attachment 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

ITEM 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

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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	N/A
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

ITEM 9.2 - Exhibit A to Attachment 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

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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/pickup
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	N/A
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

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MAXIMUM RATE SCHEDULE BEGINNING JULY 1, 2026

(Rates are NOT subject to any CPI adjustment per Section 24 of the Agreement.)

Monthly Residential Services Rates (Individual Containers)

Standard Rate (1 Refuse & 1 Recycling)	\$ 22.69/month
Standard Rate (1 Refuse, 1 Recycling & 1 Organics)	\$ 26.69/month
Extra Pickup (Refuse, Recycling, or Organics)	\$ 7.75/per pickup per container
Additional Refuse Cart	\$ 13.56/month
Additional Recycling Cart	\$ 2.71/month
Additional Organics Cart	\$ 12.58/month
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 36.86/container
Walk-Out Service Eligible Customers	No Charge
Walk-Out Service Other Customers	\$ 10.42/month
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 33.39/per instance per container
Organics Pail (Purchase)	\$ 8.93/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	\$ 166.45	\$ 256.81	\$ 509.57	\$ 679.40	\$ 800.21	\$ 920.94	N/A
3-Yard Refuse	\$ 188.60	\$ 292.05	\$ 577.20	\$ 769.52	\$ 907.01	\$ 1,044.46	\$ 1,412.27
4-Yard Refuse	\$ 258.92	\$ 383.46	\$ 849.04	\$ 1,124.35	\$ 1,399.66	\$ 1,531.11	\$ 2,036.43
2-Yard Recycling	\$ 120.14	\$ 183.22	\$ 368.09	\$ 490.76	\$ 576.68	\$ 662.52	N/A
3-Yard Recycling	\$ 134.41	\$ 204.94	\$ 411.77	\$ 548.96	\$ 645.03	\$ 741.08	N/A
4-Yard Recycling	\$ 184.80	\$ 268.81	\$ 608.60	\$ 805.69	\$ 1,002.78	\$ 1,091.97	N/A
Locking Bin (addt.)	\$ 8.69	\$ 9.56	\$ 9.99	\$ 10.42	\$ 10.86	\$ 11.30	N/A
Cart - Refuse	\$ 114.48	\$ 212.02	\$ 302.34	\$ 388.22	\$ 470.94	\$ 551.23	N/A
Cart - Recycling	\$ 84.76	\$ 156.80	\$ 223.44	\$ 286.75	\$ 347.68	\$ 406.79	N/A
2-Yard Organics	\$ 243.02	\$ 370.62	\$ 744.55	\$ 992.72	\$ 1,166.44	\$ 1,340.10	N/A
Cart Organics	\$ 89.09	\$ 135.87	\$ 273.01	\$ 363.99	\$ 427.68	\$ 491.37	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	\$ 166.45	\$ 256.81	\$ 509.57	\$ 679.40	\$ 800.21	\$ 920.94	N/A
3-Yard Refuse	\$ 188.60	\$ 292.05	\$ 577.20	\$ 769.52	\$ 907.01	\$ 1,044.46	\$ 1,412.27
4-Yard Refuse	\$ 258.92	\$ 383.46	\$ 849.04	\$ 1,124.35	\$ 1,399.66	\$ 1,531.11	\$ 2,036.43
2-Yard Recycling	\$ 120.14	\$ 183.22	\$ 368.09	\$ 490.76	\$ 576.68	\$ 662.52	N/A
3-Yard Recycling	\$ 134.41	\$ 204.94	\$ 411.77	\$ 548.96	\$ 645.03	\$ 741.08	N/A
4-Yard Recycling	\$ 184.80	\$ 268.81	\$ 608.60	\$ 805.69	\$ 1,002.78	\$ 1,091.97	N/A
Locking Bin (addt.)	\$ 8.69	\$ 9.56	\$ 9.99	\$ 10.42	\$ 10.86	\$ 11.30	N/A
Cart - Refuse	\$ 114.48	\$ 212.02	\$ 302.34	\$ 388.22	\$ 470.94	\$ 551.23	N/A
Cart - Recycling	\$ 84.76	\$ 156.80	\$ 223.44	\$ 286.75	\$ 347.68	\$ 406.79	N/A
2-Yard Organics	\$ 243.02	\$ 370.62	\$ 744.55	\$ 992.72	\$ 1,166.44	\$ 1,340.10	N/A
Cart Organics	\$ 89.09	\$ 135.87	\$ 273.01	\$ 363.99	\$ 427.68	\$ 491.37	N/A

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Additional Commercial and Residential Services Rates (Shared Containers)

Extra Cart Pickup (Refuse, Recycling, or Organics)	\$ 66.82/pickup
Extra Refuse Bin Pickup	\$ 134.75/pickup
Extra Recycling Bin Pickup	\$ 100.80/pickup
Extra Organics Bin Pickup	\$ 203.91/pickup
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 36.86/container
Extra Bin Exchange (Refuse, Recycling, or Organics)	\$ 171.19/exchange
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 34.23/instance
Contaminated Bin Fee (Refuse, Recycling, or Organics)	\$ 66.77/instance
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 141.30
Temporary 4-Yard Bin	N/A
Temporary Bin Rental Beyond 7 Days	\$ 11.63/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 98.94
Commercial Only - Bulky Item Collection (up to four items)	\$ 70.33/collection
Commercial Only - Additional Bulky Item (beyond four items)	\$ 30.38/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	\$ 238.35	\$ 363.49	\$ 730.24	\$ 973.63	\$ 1,144.01	\$ 1,314.33	N/A
4-Yard Green Waste Bin	\$ 327.71	\$ 476.77	\$ 1,079.31	\$ 1,428.96	\$ 1,778.51	\$ 1,936.66	N/A
Green Waste Cart	\$ 87.38	\$ 133.26	\$ 267.76	\$ 356.99	\$ 419.46	\$ 481.92	N/A
Locking Bin (addt.)	\$ 8.70	\$ 9.56	\$ 10.00	\$ 10.42	\$ 10.86	\$ 11.30	N/A

Additional Residential and Commercial Green Waste Services Rates

Extra Green Waste Bin Pickup	\$ 178.76/pickup
Extra Green Waste Cart Pickup	\$ 66.82/pickup
Contaminated Cart Fee	\$ 36.86/instance
Contaminated Bin Fee	\$ 66.77/instance

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

Standard 40-Yard Rental (7 Days)	\$ 849.61
Low Boy Rental (7 Days)	\$ 1,042.61
Compactor	\$ 970.00/pull
Per Ton Over 6 Tons	\$ 109.26/ton
Box Rental Beyond 7 Days Without Pull	\$ 142.23/day
Trip Charge (Dry Run, Relocation)	\$ 264.64/trip
Contamination Fee	\$ 66.77/instance

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

0 – 25 Feet	\$ 0.00
26 – 50 Feet	\$ 23.88
51 – 75 Feet	\$ 47.74
76 – 100 Feet	\$ 71.62
Greater than 100 Feet	\$ 0.24/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	\$ 265.05	\$ 343.65	\$ 680.89	\$ 907.75	\$ 1,069.44	\$ 1,231.07	N/A

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MAXIMUM RATE SCHEDULE BEGINNING JANUARY 1, 2027

(The rates set forth below assume the maximum 4% CPI adjustment provided for in Section 24 of the Agreement. If the actual CPI adjustment is lower than 4%, the rates set forth below will be adjusted accordingly. Refer to Exhibit B of Amendment No. 6 for the detail necessary to recalculate the CPI adjustment.)

Monthly Residential Services Rates (Individual Containers)

Standard Rate (1 Refuse & 1 Recycling)	\$ 23.78/month
Standard Rate (1 Refuse, 1 Recycling & 1 Organics)	\$ 27.94/month
Extra Pickup (Refuse, Recycling, or Organics)	\$ 8.06/per pickup per container
Additional Refuse Cart	\$ 14.29/month
Additional Recycling Cart	\$ 2.82/month
Additional Organics Cart	\$ 13.08/month
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 38.33/container
Walk-Out Service Eligible Customers	No Charge
Walk-Out Service Other Customers	\$ 10.84/month
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 34.73/per instance per container
Organics Pail (Purchase)	\$ 9.29/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	\$ 174.27	\$ 269.42	\$ 533.44	\$ 711.23	\$ 838.04	\$ 964.77	N/A
3-Yard Refuse	\$ 197.89	\$ 307.22	\$ 605.53	\$ 807.29	\$ 952.02	\$ 1,096.72	\$ 1,480.99
4-Yard Refuse	\$ 271.61	\$ 403.45	\$ 889.99	\$ 1,178.64	\$ 1,467.29	\$ 1,606.32	\$ 2,134.19
2-Yard Recycling	\$ 124.95	\$ 190.55	\$ 382.81	\$ 510.39	\$ 599.75	\$ 689.02	N/A
3-Yard Recycling	\$ 139.79	\$ 213.14	\$ 428.24	\$ 570.92	\$ 670.83	\$ 770.72	N/A
4-Yard Recycling	\$ 192.19	\$ 279.56	\$ 632.94	\$ 837.92	\$ 1,042.89	\$ 1,135.65	N/A
Locking Bin (addt.)	\$ 9.04	\$ 9.94	\$ 10.39	\$ 10.84	\$ 11.29	\$ 11.75	N/A
Cart - Refuse	\$ 119.34	\$ 221.04	\$ 315.25	\$ 404.84	\$ 491.15	\$ 574.92	N/A
Cart - Recycling	\$ 88.15	\$ 163.07	\$ 232.38	\$ 298.22	\$ 361.59	\$ 423.06	N/A
2-Yard Organics	\$ 252.74	\$ 385.44	\$ 774.33	\$ 1,032.43	\$ 1,213.10	\$ 1,393.70	N/A
Cart Organics	\$ 92.65	\$ 141.30	\$ 283.93	\$ 378.55	\$ 444.79	\$ 511.02	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	\$ 174.27	\$ 269.42	\$ 533.44	\$ 711.23	\$ 838.04	\$ 964.77	N/A
3-Yard Refuse	\$ 197.89	\$ 307.22	\$ 605.53	\$ 807.29	\$ 952.02	\$ 1,096.72	\$ 1,480.99
4-Yard Refuse	\$ 271.61	\$ 403.45	\$ 889.99	\$ 1,178.64	\$ 1,467.29	\$ 1,606.32	\$ 2,134.19
2-Yard Recycling	\$ 124.95	\$ 190.55	\$ 382.81	\$ 510.39	\$ 599.75	\$ 689.02	N/A
3-Yard Recycling	\$ 139.79	\$ 213.14	\$ 428.24	\$ 570.92	\$ 670.83	\$ 770.72	N/A
4-Yard Recycling	\$ 192.19	\$ 279.56	\$ 632.94	\$ 837.92	\$ 1,042.89	\$ 1,135.65	N/A
Locking Bin (addt.)	\$ 9.04	\$ 9.94	\$ 10.39	\$ 10.84	\$ 11.29	\$ 11.75	N/A
Cart - Refuse	\$ 119.34	\$ 221.04	\$ 315.25	\$ 404.84	\$ 491.15	\$ 574.92	N/A
Cart - Recycling	\$ 88.15	\$ 163.07	\$ 232.38	\$ 298.22	\$ 361.59	\$ 423.06	N/A
2-Yard Organics	\$ 252.74	\$ 385.44	\$ 774.33	\$ 1,032.43	\$ 1,213.10	\$ 1,393.70	N/A
Cart Organics	\$ 92.65	\$ 141.30	\$ 283.93	\$ 378.55	\$ 444.79	\$ 511.02	N/A

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Additional Commercial and Residential Services Rates (Shared Containers)

Extra Cart Pickup (Refuse, Recycling, or Organics)	\$ 69.49/pickup
Extra Refuse Bin Pickup	\$ 140.20/pickup
Extra Recycling Bin Pickup	\$ 104.83/pickup
Extra Organics Bin Pickup	\$ 212.07/pickup
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 38.33/container
Extra Bin Exchange (Refuse, Recycling, or Organics)	\$ 178.04/exchange
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 35.60/instance
Contaminated Bin Fee (Refuse, Recycling, or Organics)	\$ 69.44/instance
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 148.70
Temporary 4-Yard Bin	N/A
Temporary Bin Rental Beyond 7 Days	\$ 12.10/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 102.90
Commercial Only - Bulky Item Collection (up to four items)	\$ 73.59/collection
Commercial Only - Additional Bulky Item (beyond four items)	\$ 31.71/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	\$ 247.88	\$ 378.03	\$ 759.45	\$ 1,012.58	\$ 1,189.77	\$ 1,366.90	N/A
4-Yard Green Waste Bin	\$ 340.82	\$ 495.84	\$ 1,122.48	\$ 1,486.12	\$ 1,849.65	\$ 2,014.13	N/A
Green Waste Cart	\$ 90.88	\$ 138.59	\$ 278.47	\$ 371.27	\$ 436.24	\$ 501.20	N/A
Locking Bin (addt.)	\$ 9.05	\$ 9.94	\$ 10.40	\$ 10.84	\$ 11.29	\$ 11.75	N/A

Additional Residential and Commercial Green Waste Services Rates

Extra Green Waste Bin Pickup	\$ 185.91/pickup
Extra Green Waste Cart Pickup	\$ 69.49/pickup
Contaminated Cart Fee	\$ 38.33/instance
Contaminated Bin Fee	\$ 69.44/instance

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

Standard 40-Yard Rental (7 Days)	\$ 892.32
Low Boy Rental (7 Days)	\$ 1,093.04
Compactor	\$ 1,017.53/pull
Per Ton Over 6 Tons	\$ 118.18/ton
Box Rental Beyond 7 Days Without Pull	\$ 147.92/day
Trip Charge (Dry Run, Relocation)	\$ 275.23/trip
Contamination Fee	\$ 69.44/instance

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

0 – 25 Feet	\$ 0.00
26 – 50 Feet	\$ 24.84
51 – 75 Feet	\$ 49.65
76 – 100 Feet	\$ 74.48
Greater than 100 Feet	\$ 0.25/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	\$ 277.40	\$ 360.89	\$ 713.36	\$ 951.05	\$ 1,120.95	\$ 1,290.79	N/A

ITEM 9.2 - Exhibit A to Attachment A

MAXIMUM RATE SCHEDULE BEGINNING JANUARY 1, 2028

(The rates set forth below assume the maximum 4% CPI adjustment provided for in Section 24 of the Agreement. If the actual CPI adjustment is lower than 4%, the rates set forth below will be adjusted accordingly. Refer to Exhibit B of Amendment No. 6 for the detail necessary to recalculate the CPI adjustment.)

Monthly Residential Services Rates (Individual Containers)

Standard Rate (1 Refuse & 1 Recycling)	\$ 24.91/month
Standard Rate (1 Refuse, 1 Recycling & 1 Organics)	\$ 29.23/month
Extra Pickup (Refuse, Recycling, or Organics)	\$ 8.38/per pickup per container
Additional Refuse Cart	\$ 15.03/month
Additional Recycling Cart	\$ 2.93/month
Additional Organics Cart	\$ 13.61/month
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 39.87/container
Walk-Out Service Eligible Customers	No Charge
Walk-Out Service Other Customers	\$ 11.27/month
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 36.11/ per instance per container
Organics Pail (Purchase)	\$ 9.66/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	\$ 182.33	\$ 282.37	\$ 558.05	\$ 744.04	\$ 877.01	\$ 1,009.89	N/A
3-Yard Refuse	\$ 207.44	\$ 322.78	\$ 634.65	\$ 846.11	\$ 998.26	\$ 1,150.38	\$ 1,551.66
4-Yard Refuse	\$ 284.65	\$ 423.95	\$ 932.12	\$ 1,234.49	\$ 1,536.87	\$ 1,683.64	\$ 2,234.80
2-Yard Recycling	\$ 129.94	\$ 198.17	\$ 398.13	\$ 530.81	\$ 623.74	\$ 716.58	N/A
3-Yard Recycling	\$ 145.38	\$ 221.66	\$ 445.37	\$ 593.76	\$ 697.66	\$ 801.55	N/A
4-Yard Recycling	\$ 199.88	\$ 290.74	\$ 658.26	\$ 871.43	\$ 1,084.61	\$ 1,181.07	N/A
Locking Bin (addt.)	\$ 9.40	\$ 10.34	\$ 10.81	\$ 11.27	\$ 11.75	\$ 12.22	N/A
Cart - Refuse	\$ 124.37	\$ 230.40	\$ 328.63	\$ 422.06	\$ 512.08	\$ 599.45	N/A
Cart - Recycling	\$ 91.68	\$ 169.59	\$ 241.67	\$ 310.15	\$ 376.05	\$ 439.98	N/A
2-Yard Organics	\$ 262.85	\$ 400.86	\$ 805.31	\$ 1,073.73	\$ 1,261.62	\$ 1,449.45	N/A
Cart Organics	\$ 96.36	\$ 146.96	\$ 295.29	\$ 393.69	\$ 462.58	\$ 531.47	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	\$ 182.33	\$ 282.37	\$ 558.05	\$ 744.04	\$ 877.01	\$ 1,009.89	N/A
3-Yard Refuse	\$ 207.44	\$ 322.78	\$ 634.65	\$ 846.11	\$ 998.26	\$ 1,150.38	\$ 1,551.66
4-Yard Refuse	\$ 284.65	\$ 423.95	\$ 932.12	\$ 1,234.49	\$ 1,536.87	\$ 1,683.64	\$ 2,234.80
2-Yard Recycling	\$ 129.94	\$ 198.17	\$ 398.13	\$ 530.81	\$ 623.74	\$ 716.58	N/A
3-Yard Recycling	\$ 145.38	\$ 221.66	\$ 445.37	\$ 593.76	\$ 697.66	\$ 801.55	N/A
4-Yard Recycling	\$ 199.88	\$ 290.74	\$ 658.26	\$ 871.43	\$ 1,084.61	\$ 1,181.07	N/A
Locking Bin (addt.)	\$ 9.40	\$ 10.34	\$ 10.81	\$ 11.27	\$ 11.75	\$ 12.22	N/A
Cart - Refuse	\$ 124.37	\$ 230.40	\$ 328.63	\$ 422.06	\$ 512.08	\$ 599.45	N/A
Cart - Recycling	\$ 91.68	\$ 169.59	\$ 241.67	\$ 310.15	\$ 376.05	\$ 439.98	N/A
2-Yard Organics	\$ 262.85	\$ 400.86	\$ 805.31	\$ 1,073.73	\$ 1,261.62	\$ 1,449.45	N/A
Cart Organics	\$ 96.36	\$ 146.96	\$ 295.29	\$ 393.69	\$ 462.58	\$ 531.47	N/A

ITEM 9.2 - Exhibit A to Attachment A

Additional Commercial and Residential Services Rates (Shared Containers)

Extra Cart Pickup (Refuse, Recycling, or Organics)	\$ 72.27/pickup
Extra Refuse Bin Pickup	\$ 145.87/pickup
Extra Recycling Bin Pickup	\$ 109.03/pickup
Extra Organics Bin Pickup	\$ 220.55/pickup
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 39.87/container
Extra Bin Exchange (Refuse, Recycling, or Organics)	\$ 185.16/exchange
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 37.02/instance
Contaminated Bin Fee (Refuse, Recycling, or Organics)	\$ 72.22/instance
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 156.28
Temporary 4-Yard Bin	N/A
Temporary Bin Rental Beyond 7 Days	\$ 12.58/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 107.01
Commercial Only - Bulky Item Collection (up to four items)	\$ 76.96/collection
Commercial Only - Additional Bulky Item (beyond four items)	\$ 33.09/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	\$ 257.80	\$ 393.15	\$ 789.83	\$ 1,053.08	\$ 1,237.36	\$ 1,421.58	N/A
4-Yard Green Waste Bin	\$ 354.45	\$ 515.67	\$ 1,167.38	\$ 1,545.56	\$ 1,923.64	\$ 2,094.69	N/A
Green Waste Cart	\$ 94.51	\$ 144.13	\$ 289.61	\$ 386.12	\$ 453.69	\$ 521.24	N/A
Locking Bin (addt.)	\$ 9.41	\$ 10.34	\$ 10.82	\$ 11.27	\$ 11.75	\$ 12.22	N/A

Additional Residential and Commercial Green Waste Services Rates

Extra Green Waste Bin Pickup	\$ 193.35/pickup
Extra Green Waste Cart Pickup	\$ 72.27/pickup
Contaminated Cart Fee	\$ 39.87/instance
Contaminated Bin Fee	\$ 72.22/instance

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

Standard 40-Yard Rental (7 Days)	\$ 936.18
Low Boy Rental (7 Days)	\$ 1,144.93
Compactor	\$ 1,066.40/pull
Per Ton Over 6 Tons	\$ 127.16/ton
Box Rental Beyond 7 Days Without Pull	\$ 153.84/day
Trip Charge (Dry Run, Relocation)	\$ 286.23/trip
Contamination Fee	\$ 72.22/instance

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

0 – 25 Feet	\$ 0.00
26 – 50 Feet	\$ 25.83
51 – 75 Feet	\$ 51.64
76 – 100 Feet	\$ 77.46
Greater than 100 Feet	\$ 0.26/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	\$ 290.13	\$ 378.59	\$ 746.80	\$ 995.62	\$ 1,173.95	\$ 1,352.22	N/A

ITEM 9.2 - Exhibit A to Attachment A

**MAXIMUM RATE SCHEDULE BEGINNING JANUARY 1, 2029 AND EACH JANUARY 1
THEREAFTER**

(Final maximum rate schedule (inclusive of service and landfill cost components) beginning January 1 of the prior year, adjusted by CPI per Section 24 of the Agreement)

ITEM 9.2 - Exhibit A to Attachment A
EXHIBIT B

**MAXIMUM RATE SCHEDULE DOCUMENTATION FOR THE PURPOSE OF
CALCULATING CPI ADJUSTMENTS FOR FISCAL YEARS 2027 AND 2028**

[BEGINS ON FOLLOWING PAGE]

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jul 1, 2026 - Dec 31, 2026

Disposal Fee \$ 43.76 \$
CPI %

% Change
53.1%
0.0%

Description and Frequency	Service Component	Landfill Component	Total	Change \$
Monthly Residential Services Rates (Individual Containers)				
Standard Rate (1Refuse 1 Recy)	\$ 19.86	\$ 2.83	\$ 22.69	0.98
Standard Rate (1 Refuse, 1 Recycling & 1 Orgar	\$ 23.86	\$ 2.83	\$ 26.69	0.98
Extra Pickup (Refuse, Recycling, or Organics) pe	\$ 7.75	\$ -	\$ 7.75	-
Additional Refuse Cart	\$ 10.73	\$ 2.83	\$ 13.56	0.98
Additional Recycling Cart	\$ 2.71	\$ -	\$ 2.71	-
Additional Organics Cart	\$ 12.58	\$ -	\$ 12.58	-
Extra Cart Exchange (Refuse, Recycling, or Orga	\$ 36.86	\$ -	\$ 36.86	-
Walk-Out Service Eligible Customers	\$ -	\$ -	\$ -	-
Walk-Out Service Other Customers	\$ 10.42	\$ -	\$ 10.42	-
Additional Bulky Item Collection	\$ 57.87	\$ 1.76	\$ 59.63	0.61
Contaminated Cart Fee (Refuse, Recycling, or C	\$ 33.39	\$ -	\$ 33.39	-
Organics Pail (Purchase) per Pail	\$ 8.93	\$ -	\$ 8.93	-
Monthly Residential Services Rates (Shared Containers)				
2-Yard Refuse				
1 x per week service	\$ 148.40	\$ 18.05	\$ 166.45	6.26
2 x per week service	\$ 220.71	\$ 36.11	\$ 256.81	12.52
3 x per week service	\$ 455.40	\$ 54.16	\$ 509.57	18.79
4 x per week service	\$ 607.18	\$ 72.22	\$ 679.40	25.05
5 x per week service	\$ 709.94	\$ 90.27	\$ 800.21	31.31
6 x per week service	\$ 812.62	\$ 108.32	\$ 920.94	37.57
3-Yard Refuse				
1 x per week service	\$ 161.52	\$ 27.08	\$ 188.60	9.39
2 x per week service	\$ 237.88	\$ 54.16	\$ 292.05	18.79
3 x per week service	\$ 495.96	\$ 81.24	\$ 577.20	28.18
4 x per week service	\$ 661.20	\$ 108.32	\$ 769.52	37.57
5 x per week service	\$ 771.60	\$ 135.41	\$ 907.01	46.97
6 x per week service	\$ 881.97	\$ 162.49	\$ 1,044.46	56.36
7 x per week service	\$ 1,222.71	\$ 189.57	\$ 1,412.27	65.75
4-Yard Refuse				
1 x per week service	\$ 222.82	\$ 36.11	\$ 258.92	12.52
2 x per week service	\$ 311.24	\$ 72.22	\$ 383.46	25.05
3 x per week service	\$ 740.72	\$ 108.32	\$ 849.04	37.57
4 x per week service	\$ 979.92	\$ 144.43	\$ 1,124.35	50.10
5 x per week service	\$ 1,219.12	\$ 180.54	\$ 1,399.66	62.62
6 x per week service	\$ 1,314.46	\$ 216.65	\$ 1,531.11	75.15
7 x per week service	\$ 1,783.68	\$ 252.76	\$ 2,036.43	87.67
2-Yard Recycling				
1 x per week service	\$ 120.14	\$ -	\$ 120.14	-
2 x per week service	\$ 183.22	\$ -	\$ 183.22	-
3 x per week service	\$ 368.09	\$ -	\$ 368.09	-
4 x per week service	\$ 490.76	\$ -	\$ 490.76	-
5 x per week service	\$ 576.68	\$ -	\$ 576.68	-
6 x per week service	\$ 662.52	\$ -	\$ 662.52	-

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jul 1, 2026 - Dec 31, 2026

Disposal Fee
CPI %

\$ 43.76 \$

67.00

% Change
53.1%
0.0%

Description and Frequency	Service Component	Landfill Component	Total	Change \$
3-Yard Recycling				
1 x per week service	\$ 134.41	\$ -	\$ 134.41	-
2 x per week service	\$ 204.94	\$ -	\$ 204.94	-
3 x per week service	\$ 411.77	\$ -	\$ 411.77	-
4 x per week service	\$ 548.96	\$ -	\$ 548.96	-
5 x per week service	\$ 645.03	\$ -	\$ 645.03	-
6 x per week service	\$ 741.08	\$ -	\$ 741.08	-
4-Yard Recycling				
1 x per week service	\$ 184.80	\$ -	\$ 184.80	-
2 x per week service	\$ 268.81	\$ -	\$ 268.81	-
3 x per week service	\$ 608.60	\$ -	\$ 608.60	-
4 x per week service	\$ 805.69	\$ -	\$ 805.69	-
5 x per week service	\$ 1,002.78	\$ -	\$ 1,002.78	-
6 x per week service	\$ 1,091.97	\$ -	\$ 1,091.97	-
Locking Bin				
1 x per week service	\$ 8.69	\$ -	\$ 8.69	-
2 x per week service	\$ 9.56	\$ -	\$ 9.56	-
3 x per week service	\$ 9.99	\$ -	\$ 9.99	-
4 x per week service	\$ 10.42	\$ -	\$ 10.42	-
5 x per week service	\$ 10.86	\$ -	\$ 10.86	-
6 x per week service	\$ 11.30	\$ -	\$ 11.30	-
Cart - Refuse				
1 x per week service	\$ 110.24	\$ 4.25	\$ 114.48	1.47
2 x per week service	\$ 203.52	\$ 8.49	\$ 212.02	2.95
3 x per week service	\$ 289.60	\$ 12.74	\$ 302.34	4.42
4 x per week service	\$ 371.24	\$ 16.98	\$ 388.22	5.89
5 x per week service	\$ 449.72	\$ 21.23	\$ 470.94	7.36
6 x per week service	\$ 525.75	\$ 25.47	\$ 551.23	8.84
Cart Recycling				
1 x per week service	\$ 84.76	\$ -	\$ 84.76	-
2 x per week service	\$ 156.80	\$ -	\$ 156.80	-
3 x per week service	\$ 223.44	\$ -	\$ 223.44	-
4 x per week service	\$ 286.75	\$ -	\$ 286.75	-
5 x per week service	\$ 347.68	\$ -	\$ 347.68	-
6 x per week service	\$ 406.79	\$ -	\$ 406.79	-
2-Yard Organics				
1 x per week service	\$ 243.02	\$ -	\$ 243.02	-
2 x per week service	\$ 370.62	\$ -	\$ 370.62	-
3 x per week service	\$ 744.55	\$ -	\$ 744.55	-
4 x per week service	\$ 992.72	\$ -	\$ 992.72	-

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jul 1, 2026 - Dec 31, 2026

Disposal Fee \$ 43.76 \$
CPI %

% Change
53.1%
0.0%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
5	x per week service	\$ 1,166.44	\$ -	\$ 1,166.44	-
6	x per week service	\$ 1,340.10	\$ -	\$ 1,340.10	-
Organics Cart					
1	x per week service	\$ 89.09	\$ -	\$ 89.09	-
2	x per week service	\$ 135.87	\$ -	\$ 135.87	-
3	x per week service	\$ 273.01	\$ -	\$ 273.01	-
4	x per week service	\$ 363.99	\$ -	\$ 363.99	-
5	x per week service	\$ 427.68	\$ -	\$ 427.68	-
6	x per week service	\$ 491.37	\$ -	\$ 491.37	-
Monthly Commercial Services Rates					
2-Yard Refuse					
1	x per week service	\$ 148.40	\$ 18.05	\$ 166.45	6.26
2	x per week service	\$ 220.71	\$ 36.11	\$ 256.81	12.52
3	x per week service	\$ 455.40	\$ 54.16	\$ 509.57	18.79
4	x per week service	\$ 607.18	\$ 72.22	\$ 679.40	25.05
5	x per week service	\$ 709.94	\$ 90.27	\$ 800.21	31.31
6	x per week service	\$ 812.62	\$ 108.32	\$ 920.94	37.57
3-Yard Refuse					
1	x per week service	\$ 161.52	\$ 27.08	\$ 188.60	9.39
2	x per week service	\$ 237.88	\$ 54.16	\$ 292.05	18.79
3	x per week service	\$ 495.96	\$ 81.24	\$ 577.20	28.18
4	x per week service	\$ 661.20	\$ 108.32	\$ 769.52	37.57
5	x per week service	\$ 771.60	\$ 135.41	\$ 907.01	46.97
6	x per week service	\$ 881.97	\$ 162.49	\$ 1,044.46	56.36
7	x per week service	\$ 1,222.71	\$ 189.57	\$ 1,412.27	65.75
4-Yard Refuse					
1	x per week service	\$ 222.82	\$ 36.11	\$ 258.92	12.52
2	x per week service	\$ 311.24	\$ 72.22	\$ 383.46	25.05
3	x per week service	\$ 740.72	\$ 108.32	\$ 849.04	37.57
4	x per week service	\$ 979.92	\$ 144.43	\$ 1,124.35	50.10
5	x per week service	\$ 1,219.12	\$ 180.54	\$ 1,399.66	62.62
6	x per week service	\$ 1,314.46	\$ 216.65	\$ 1,531.11	75.15
7	x per week service	\$ 1,783.68	\$ 252.76	\$ 2,036.43	87.67
2-Yard Recycling					
1	x per week service	\$ 120.14	\$ -	\$ 120.14	-
2	x per week service	\$ 183.22	\$ -	\$ 183.22	-
3	x per week service	\$ 368.09	\$ -	\$ 368.09	-
4	x per week service	\$ 490.76	\$ -	\$ 490.76	-
5	x per week service	\$ 576.68	\$ -	\$ 576.68	-
6	x per week service	\$ 662.52	\$ -	\$ 662.52	-
3-Yard Recycling					

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jul 1, 2026 - Dec 31, 2026

Disposal Fee \$ 43.76 \$
CPI %

% Change
53.1%
0.0%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
1	x per week service	\$ 134.41	\$ -	\$ 134.41	-
2	x per week service	\$ 204.94	\$ -	\$ 204.94	-
3	x per week service	\$ 411.77	\$ -	\$ 411.77	-
4	x per week service	\$ 548.96	\$ -	\$ 548.96	-
5	x per week service	\$ 645.03	\$ -	\$ 645.03	-
6	x per week service	\$ 741.08	\$ -	\$ 741.08	-
4-Yard Recycling					
1	x per week service	\$ 184.80	\$ -	\$ 184.80	-
2	x per week service	\$ 268.81	\$ -	\$ 268.81	-
3	x per week service	\$ 608.60	\$ -	\$ 608.60	-
4	x per week service	\$ 805.69	\$ -	\$ 805.69	-
5	x per week service	\$ 1,002.78	\$ -	\$ 1,002.78	-
6	x per week service	\$ 1,091.97	\$ -	\$ 1,091.97	-
Locking Bin					
1	x per week service	\$ 8.69	\$ -	\$ 8.69	-
2	x per week service	\$ 9.56	\$ -	\$ 9.56	-
3	x per week service	\$ 9.99	\$ -	\$ 9.99	-
4	x per week service	\$ 10.42	\$ -	\$ 10.42	-
5	x per week service	\$ 10.86	\$ -	\$ 10.86	-
6	x per week service	\$ 11.30	\$ -	\$ 11.30	-
Cart - Refuse					
1	x per week service	\$ 110.24	\$ 4.25	\$ 114.48	1.47
2	x per week service	\$ 203.52	\$ 8.49	\$ 212.02	2.95
3	x per week service	\$ 289.60	\$ 12.74	\$ 302.34	4.42
4	x per week service	\$ 371.24	\$ 16.98	\$ 388.22	5.89
5	x per week service	\$ 449.72	\$ 21.23	\$ 470.94	7.36
6	x per week service	\$ 525.75	\$ 25.47	\$ 551.23	8.84
Cart Recycling					
1	x per week service	\$ 84.76	\$ -	\$ 84.76	-
2	x per week service	\$ 156.80	\$ -	\$ 156.80	-
3	x per week service	\$ 223.44	\$ -	\$ 223.44	-
4	x per week service	\$ 286.75	\$ -	\$ 286.75	-
5	x per week service	\$ 347.68	\$ -	\$ 347.68	-
6	x per week service	\$ 406.79	\$ -	\$ 406.79	-
2-Yard Organics					
1	x per week service	\$ 243.02	\$ -	\$ 243.02	-
2	x per week service	\$ 370.62	\$ -	\$ 370.62	-
3	x per week service	\$ 744.55	\$ -	\$ 744.55	-
4	x per week service	\$ 992.72	\$ -	\$ 992.72	-
5	x per week service	\$ 1,166.44	\$ -	\$ 1,166.44	-

Maximum Rate Schedule for Solid Waste Handling Services

Jul 1, 2026 - Dec 31, 2026

Disposal Fee \$ 43.76 \$
CPI %

% Change
53.1%
0.0%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
6	x per week service	\$ 1,340.10	\$ -	\$ 1,340.10	-
Organics Cart					
1	x per week service	\$ 89.09	\$ -	\$ 89.09	-
2	x per week service	\$ 135.87	\$ -	\$ 135.87	-
3	x per week service	\$ 273.01	\$ -	\$ 273.01	-
4	x per week service	\$ 363.99	\$ -	\$ 363.99	-
5	x per week service	\$ 427.68	\$ -	\$ 427.68	-
6	x per week service	\$ 491.37	\$ -	\$ 491.37	-

Additional Commercial and Residential Bin (Shared Services) Rates

Extra Cart Pickup (Shared Refuse, Recycling, or	\$ 66.82	\$ -	\$ 66.82	-
Extra Refuse Bin Pickup	\$ 133.77	\$ 0.98	\$ 134.75	0.34
Extra Recycling Bin Pickup	\$ 100.80	\$ -	\$ 100.80	-
Extra Organics Bin Pickup	\$ 203.91	\$ -	\$ 203.91	-
Extra Cart Exchange (Shared Refuse, Recycling,	\$ 36.86	\$ -	\$ 36.86	-
Extra Bin Exchange (Refuse, Recycling or Organ	\$ 171.19	\$ -	\$ 171.19	-
Contaminated Recycling Cart Fee	\$ 34.23	\$ -	\$ 34.23	-
Contaminated Recycling Bin Fee	\$ 66.77	\$ -	\$ 66.77	-
Temporary 2-Yard Bin	\$ -	\$ -	\$ -	-
Temporary 3-Yard Bin Rental (7 Days)	\$ 114.22	\$ 27.08	\$ 141.30	9.39
Temporary 4-Yard Bin	\$ -	\$ -	\$ -	-
Temporary Bin Rental Per Day Beyond 7	\$ 11.63	\$ -	\$ 11.63	-
Relocation Fee (Temporary 3-yard bin	\$ 98.94	\$ -	\$ 98.94	-
Commercial Only - Bulky Item Collection (up to	\$ 63.27	\$ 7.05	\$ 70.33	2.45
Commercial Only - Additional Bulky (Beyond 4	\$ 28.62	\$ 1.76	\$ 30.38	0.61

Monthly Residential and Commercial Green Waste Services Rates

3-Yard Greenwaste Bin

1	x per week service	\$ 238.35	\$ -	\$ 238.35	-
2	x per week service	\$ 363.49	\$ -	\$ 363.49	-
3	x per week service	\$ 730.24	\$ -	\$ 730.24	-
4	x per week service	\$ 973.63	\$ -	\$ 973.63	-
5	x per week service	\$ 1,144.01	\$ -	\$ 1,144.01	-
6	x per week service	\$ 1,314.33	\$ -	\$ 1,314.33	-

4-Yard Greenwaste Bin

1	x per week service	\$ 327.71	\$ -	\$ 327.71	-
2	x per week service	\$ 476.77	\$ -	\$ 476.77	-
3	x per week service	\$ 1,079.31	\$ -	\$ 1,079.31	-
4	x per week service	\$ 1,428.96	\$ -	\$ 1,428.96	-
5	x per week service	\$ 1,778.51	\$ -	\$ 1,778.51	-
6	x per week service	\$ 1,936.66	\$ -	\$ 1,936.66	-

Greenwaste Cart

1	x per week service	\$ 87.38	\$ -	\$ 87.38	-
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ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jul 1, 2026 - Dec 31, 2026

Disposal Fee \$ 43.76 \$
CPI %

% Change
53.1%
0.0%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
2	x per week service	\$ 133.26	\$ -	\$ 133.26	-
3	x per week service	\$ 267.76	\$ -	\$ 267.76	-
4	x per week service	\$ 356.99	\$ -	\$ 356.99	-
5	x per week service	\$ 419.46	\$ -	\$ 419.46	-
6	x per week service	\$ 481.92	\$ -	\$ 481.92	-
Locking Bin					
1	x per week service	\$ 8.70	\$ -	\$ 8.70	-
2	x per week service	\$ 9.56	\$ -	\$ 9.56	-
3	x per week service	\$ 10.00	\$ -	\$ 10.00	-
4	x per week service	\$ 10.42	\$ -	\$ 10.42	-
5	x per week service	\$ 10.86	\$ -	\$ 10.86	-
6	x per week service	\$ 11.30	\$ -	\$ 11.30	-
	Extra Greenwaste Bin Pickup	\$ 178.76	\$ -	\$ 178.76	-
	Extra Greenwaste Cart Pickup	\$ 66.82	\$ -	\$ 66.82	-
	Excessive Contamination Cart	\$ 36.86	\$ -	\$ 36.86	-
	Excessive Contamination Bin	\$ 66.77	\$ -	\$ 66.77	-
Residential and Commercial Roll-off Services Rates (Pull Rate Includes 6 Tons)					
	Standard 40-Yard	\$ 714.20	\$ 135.41	\$ 849.61	46.97
	Low Boy	\$ 907.20	\$ 135.41	\$ 1,042.61	46.97
	Compactor	\$ 834.59	\$ 135.41	\$ 970.00	46.97
	Per Ton Over Six Tons	\$ 38.74	\$ 70.53	\$ 109.26	24.46
	Box Rental Per Day Beyond 7 Days W/O Pull	\$ 142.23	\$ -	\$ 142.23	-
	Trip Charge (Dry Run, Relocation, etc.)	\$ 264.64	\$ -	\$ 264.64	-
	Contamination Fee	\$ 66.77	\$ -	\$ 66.77	-
Residential and Commercial Scout/Push Out Services Rates (Per Bin/Per Service)					
	0 – 25 Feet	\$ -	\$ -	\$ -	-
	26 – 50 Feet	\$ 23.88	\$ -	\$ 23.88	-
	51 – 75 Feet	\$ 47.74	\$ -	\$ 47.74	-
	76 – 100 Feet	\$ 71.62	\$ -	\$ 71.62	-
	Greater than 100 Feet	\$ 0.24	\$ -	\$ 0.24	-
Residential and Commercial Split Bin Services					
3-Yard Trash & Recycling					
1	x per week service	\$ 237.97	\$ 27.08	\$ 265.05	9.39
2	x per week service	\$ 289.48	\$ 54.16	\$ 343.65	18.79
3	x per week service	\$ 599.65	\$ 81.24	\$ 680.89	28.18
4	x per week service	\$ 799.43	\$ 108.32	\$ 907.75	37.57
5	x per week service	\$ 934.03	\$ 135.41	\$ 1,069.44	46.97
6	x per week service	\$ 1,068.58	\$ 162.49	\$ 1,231.07	56.36
3-Yard Trash Component					
1	x per week service	\$ 128.40	\$ 27.08	\$ 155.48	9.39
2	x per week service	\$ 150.25	\$ 54.16	\$ 204.42	18.79

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jul 1, 2026 - Dec 31, 2026

**Disposal Fee
CPI %**

\$ 43.76 \$

67.00

**% Change
53.1%
0.0%**

Description and Frequency		Service Component	Landfill Component	Total	Change \$
3	x per week service	\$ 319.90	\$ 81.24	\$ 401.14	28.18
4	x per week service	\$ 426.47	\$ 108.32	\$ 534.79	37.57
5	x per week service	\$ 495.80	\$ 135.41	\$ 631.21	46.97
6	x per week service	\$ 565.10	\$ 162.49	\$ 727.59	56.36
3-Yard Recycling Component					
1	x per week service	\$ 109.57	\$ -	\$ 109.57	-
2	x per week service	\$ 139.23	\$ -	\$ 139.23	-
3	x per week service	\$ 279.75	\$ -	\$ 279.75	-
4	x per week service	\$ 372.96	\$ -	\$ 372.96	-
5	x per week service	\$ 438.23	\$ -	\$ 438.23	-
6	x per week service	\$ 503.48	\$ -	\$ 503.48	-

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2027 - Dec 31, 2027	Disposal Fee	\$	67.00	\$	74.00	% Change	10.4%
	CPI %						4%

Description and Frequency	Service Component	Landfill Component	Total	Change \$
Monthly Residential Services Rates (Individual Containers)				
Standard Rate (1Refuse 1 Recy)	\$ 20.65	\$ 3.13	\$ 23.78	1.09
Standard Rate (1 Refuse, 1 Recycling & 1 Orgar	\$ 24.81	\$ 3.13	\$ 27.94	1.25
Extra Pickup (Refuse, Recycling, or Organics) pe	\$ 8.06	\$ -	\$ 8.06	0.31
Additional Refuse Cart	\$ 11.16	\$ 3.13	\$ 14.29	0.73
Additional Recycling Cart	\$ 2.82	\$ -	\$ 2.82	0.11
Additional Organics Cart	\$ 13.08	\$ -	\$ 13.08	0.50
Extra Cart Exchange (Refuse, Recycling, or Orga	\$ 38.33	\$ -	\$ 38.33	1.47
Walk-Out Service Eligible Customers	\$ -	\$ -	\$ -	-
Walk-Out Service Other Customers	\$ 10.84	\$ -	\$ 10.84	0.42
Additional Bulky Item Collection	\$ 60.18	\$ 1.95	\$ 62.13	2.50
Contaminated Cart Fee (Refuse, Recycling, or C	\$ 34.73	\$ -	\$ 34.73	1.34
Organics Pail (Purchase) per Pail	\$ 9.29	\$ -	\$ 9.29	0.36
Monthly Residential Services Rates (Shared Containers)				
2-Yard Refuse				
1 x per week service	\$ 154.33	\$ 19.94	\$ 174.27	7.82
2 x per week service	\$ 229.53	\$ 39.88	\$ 269.42	12.60
3 x per week service	\$ 473.62	\$ 59.82	\$ 533.44	23.87
4 x per week service	\$ 631.47	\$ 79.76	\$ 711.23	31.83
5 x per week service	\$ 738.34	\$ 99.70	\$ 838.04	37.83
6 x per week service	\$ 845.12	\$ 119.64	\$ 964.77	43.82
3-Yard Refuse				
1 x per week service	\$ 167.98	\$ 29.91	\$ 197.89	9.29
2 x per week service	\$ 247.40	\$ 59.82	\$ 307.22	15.17
3 x per week service	\$ 515.80	\$ 89.73	\$ 605.53	28.33
4 x per week service	\$ 687.65	\$ 119.64	\$ 807.29	37.77
5 x per week service	\$ 802.47	\$ 149.55	\$ 952.02	45.01
6 x per week service	\$ 917.25	\$ 179.46	\$ 1,096.72	52.26
7 x per week service	\$ 1,271.62	\$ 209.37	\$ 1,480.99	68.71
4-Yard Refuse				
1 x per week service	\$ 231.73	\$ 39.88	\$ 271.61	12.69
2 x per week service	\$ 323.69	\$ 79.76	\$ 403.45	19.99
3 x per week service	\$ 770.35	\$ 119.64	\$ 889.99	40.95
4 x per week service	\$ 1,019.11	\$ 159.52	\$ 1,178.64	54.29
5 x per week service	\$ 1,267.89	\$ 199.40	\$ 1,467.29	67.63
6 x per week service	\$ 1,367.04	\$ 239.28	\$ 1,606.32	75.21
7 x per week service	\$ 1,855.02	\$ 279.16	\$ 2,134.19	97.75
2-Yard Recycling				
1 x per week service	\$ 124.95	\$ -	\$ 124.95	4.81
2 x per week service	\$ 190.55	\$ -	\$ 190.55	7.33
3 x per week service	\$ 382.81	\$ -	\$ 382.81	14.72
4 x per week service	\$ 510.39	\$ -	\$ 510.39	19.63
5 x per week service	\$ 599.75	\$ -	\$ 599.75	23.07
6 x per week service	\$ 689.02	\$ -	\$ 689.02	26.50

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2027 - Dec 31, 2027

Disposal Fee

\$

67.00

\$

74.00

% Change

10.4%

CPI %

4%

Description and Frequency	Service Component	Landfill Component	Total	Change \$
3-Yard Recycling				
1 x per week service	\$ 139.79	\$ -	\$ 139.79	5.38
2 x per week service	\$ 213.14	\$ -	\$ 213.14	8.20
3 x per week service	\$ 428.24	\$ -	\$ 428.24	16.47
4 x per week service	\$ 570.92	\$ -	\$ 570.92	21.96
5 x per week service	\$ 670.83	\$ -	\$ 670.83	25.80
6 x per week service	\$ 770.72	\$ -	\$ 770.72	29.64
4-Yard Recycling				
1 x per week service	\$ 192.19	\$ -	\$ 192.19	7.39
2 x per week service	\$ 279.56	\$ -	\$ 279.56	10.75
3 x per week service	\$ 632.94	\$ -	\$ 632.94	24.34
4 x per week service	\$ 837.92	\$ -	\$ 837.92	32.23
5 x per week service	\$ 1,042.89	\$ -	\$ 1,042.89	40.11
6 x per week service	\$ 1,135.65	\$ -	\$ 1,135.65	43.68
Locking Bin				
1 x per week service	\$ 9.04	\$ -	\$ 9.04	0.35
2 x per week service	\$ 9.94	\$ -	\$ 9.94	0.38
3 x per week service	\$ 10.39	\$ -	\$ 10.39	0.40
4 x per week service	\$ 10.84	\$ -	\$ 10.84	0.42
5 x per week service	\$ 11.29	\$ -	\$ 11.29	0.43
6 x per week service	\$ 11.75	\$ -	\$ 11.75	0.45
Cart - Refuse				
1 x per week service	\$ 114.65	\$ 4.69	\$ 119.34	4.85
2 x per week service	\$ 211.67	\$ 9.38	\$ 221.04	9.03
3 x per week service	\$ 301.19	\$ 14.07	\$ 315.25	12.91
4 x per week service	\$ 386.09	\$ 18.76	\$ 404.84	16.62
5 x per week service	\$ 467.70	\$ 23.44	\$ 491.15	20.21
6 x per week service	\$ 546.78	\$ 28.13	\$ 574.92	23.69
Cart Recycling				
1 x per week service	\$ 88.15	\$ -	\$ 88.15	3.39
2 x per week service	\$ 163.07	\$ -	\$ 163.07	6.27
3 x per week service	\$ 232.38	\$ -	\$ 232.38	8.94
4 x per week service	\$ 298.22	\$ -	\$ 298.22	11.47
5 x per week service	\$ 361.59	\$ -	\$ 361.59	13.91
6 x per week service	\$ 423.06	\$ -	\$ 423.06	16.27
2-Yard Organics				
1 x per week service	\$ 252.74	\$ -	\$ 252.74	9.72
2 x per week service	\$ 385.44	\$ -	\$ 385.44	14.82
3 x per week service	\$ 774.33	\$ -	\$ 774.33	29.78
4 x per week service	\$ 1,032.43	\$ -	\$ 1,032.43	39.71

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2027 - Dec 31, 2027	Disposal Fee	\$	67.00	\$	74.00	% Change	10.4%
	CPI %						4%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
5	x per week service	\$ 1,213.10	\$ -	\$ 1,213.10	46.66
6	x per week service	\$ 1,393.70	\$ -	\$ 1,393.70	53.60
Organics Cart					
1	x per week service	\$ 92.65	\$ -	\$ 92.65	3.56
2	x per week service	\$ 141.30	\$ -	\$ 141.30	5.43
3	x per week service	\$ 283.93	\$ -	\$ 283.93	10.92
4	x per week service	\$ 378.55	\$ -	\$ 378.55	14.56
5	x per week service	\$ 444.79	\$ -	\$ 444.79	17.11
6	x per week service	\$ 511.02	\$ -	\$ 511.02	19.65

Monthly Commercial Services Rates

2-Yard Refuse

1	x per week service	\$ 154.33	\$ 19.94	\$ 174.27	7.82
2	x per week service	\$ 229.53	\$ 39.88	\$ 269.42	12.60
3	x per week service	\$ 473.62	\$ 59.82	\$ 533.44	23.87
4	x per week service	\$ 631.47	\$ 79.76	\$ 711.23	31.83
5	x per week service	\$ 738.34	\$ 99.70	\$ 838.04	37.83
6	x per week service	\$ 845.12	\$ 119.64	\$ 964.77	43.82

3-Yard Refuse

1	x per week service	\$ 167.98	\$ 29.91	\$ 197.89	9.29
2	x per week service	\$ 247.40	\$ 59.82	\$ 307.22	15.17
3	x per week service	\$ 515.80	\$ 89.73	\$ 605.53	28.33
4	x per week service	\$ 687.65	\$ 119.64	\$ 807.29	37.77
5	x per week service	\$ 802.47	\$ 149.55	\$ 952.02	45.01
6	x per week service	\$ 917.25	\$ 179.46	\$ 1,096.72	52.26
7	x per week service	\$ 1,271.62	\$ 209.37	\$ 1,480.99	68.71

4-Yard Refuse

1	x per week service	\$ 231.73	\$ 39.88	\$ 271.61	12.69
2	x per week service	\$ 323.69	\$ 79.76	\$ 403.45	19.99
3	x per week service	\$ 770.35	\$ 119.64	\$ 889.99	40.95
4	x per week service	\$ 1,019.11	\$ 159.52	\$ 1,178.64	54.29
5	x per week service	\$ 1,267.89	\$ 199.40	\$ 1,467.29	67.63
6	x per week service	\$ 1,367.04	\$ 239.28	\$ 1,606.32	75.21
7	x per week service	\$ 1,855.02	\$ 279.16	\$ 2,134.19	97.75

2-Yard Recycling

1	x per week service	\$ 124.95	\$ -	\$ 124.95	4.81
2	x per week service	\$ 190.55	\$ -	\$ 190.55	7.33
3	x per week service	\$ 382.81	\$ -	\$ 382.81	14.72
4	x per week service	\$ 510.39	\$ -	\$ 510.39	19.63
5	x per week service	\$ 599.75	\$ -	\$ 599.75	23.07
6	x per week service	\$ 689.02	\$ -	\$ 689.02	26.50

3-Yard Recycling

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2027 - Dec 31, 2027

Disposal Fee \$ 67.00 \$
CPI %

% Change
10.4%
4%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
1	x per week service	\$ 139.79	\$ -	\$ 139.79	5.38
2	x per week service	\$ 213.14	\$ -	\$ 213.14	8.20
3	x per week service	\$ 428.24	\$ -	\$ 428.24	16.47
4	x per week service	\$ 570.92	\$ -	\$ 570.92	21.96
5	x per week service	\$ 670.83	\$ -	\$ 670.83	25.80
6	x per week service	\$ 770.72	\$ -	\$ 770.72	29.64
4-Yard Recycling					
1	x per week service	\$ 192.19	\$ -	\$ 192.19	7.39
2	x per week service	\$ 279.56	\$ -	\$ 279.56	10.75
3	x per week service	\$ 632.94	\$ -	\$ 632.94	24.34
4	x per week service	\$ 837.92	\$ -	\$ 837.92	32.23
5	x per week service	\$ 1,042.89	\$ -	\$ 1,042.89	40.11
6	x per week service	\$ 1,135.65	\$ -	\$ 1,135.65	43.68
Locking Bin					
1	x per week service	\$ 9.04	\$ -	\$ 9.04	0.35
2	x per week service	\$ 9.94	\$ -	\$ 9.94	0.38
3	x per week service	\$ 10.39	\$ -	\$ 10.39	0.40
4	x per week service	\$ 10.84	\$ -	\$ 10.84	0.42
5	x per week service	\$ 11.29	\$ -	\$ 11.29	0.43
6	x per week service	\$ 11.75	\$ -	\$ 11.75	0.45
Cart - Refuse					
1	x per week service	\$ 114.65	\$ 4.69	\$ 119.34	4.85
2	x per week service	\$ 211.67	\$ 9.38	\$ 221.04	9.03
3	x per week service	\$ 301.19	\$ 14.07	\$ 315.25	12.91
4	x per week service	\$ 386.09	\$ 18.76	\$ 404.84	16.62
5	x per week service	\$ 467.70	\$ 23.44	\$ 491.15	20.21
6	x per week service	\$ 546.78	\$ 28.13	\$ 574.92	23.69
Cart Recycling					
1	x per week service	\$ 88.15	\$ -	\$ 88.15	3.39
2	x per week service	\$ 163.07	\$ -	\$ 163.07	6.27
3	x per week service	\$ 232.38	\$ -	\$ 232.38	8.94
4	x per week service	\$ 298.22	\$ -	\$ 298.22	11.47
5	x per week service	\$ 361.59	\$ -	\$ 361.59	13.91
6	x per week service	\$ 423.06	\$ -	\$ 423.06	16.27
2-Yard Organics					
1	x per week service	\$ 252.74	\$ -	\$ 252.74	9.72
2	x per week service	\$ 385.44	\$ -	\$ 385.44	14.82
3	x per week service	\$ 774.33	\$ -	\$ 774.33	29.78
4	x per week service	\$ 1,032.43	\$ -	\$ 1,032.43	39.71
5	x per week service	\$ 1,213.10	\$ -	\$ 1,213.10	46.66

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2027 - Dec 31, 2027	Disposal Fee	\$	67.00	\$	74.00	% Change	10.4%
	CPI %						4%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
6	x per week service	\$ 1,393.70	\$ -	\$ 1,393.70	53.60
Organics Cart					
1	x per week service	\$ 92.65	\$ -	\$ 92.65	3.56
2	x per week service	\$ 141.30	\$ -	\$ 141.30	5.43
3	x per week service	\$ 283.93	\$ -	\$ 283.93	10.92
4	x per week service	\$ 378.55	\$ -	\$ 378.55	14.56
5	x per week service	\$ 444.79	\$ -	\$ 444.79	17.11
6	x per week service	\$ 511.02	\$ -	\$ 511.02	19.65

Additional Commercial and Residential Bin (Shared Services) Rates

Extra Cart Pickup (Shared Refuse, Recycling, or	\$ 69.49	\$ -	\$ 69.49	2.67
Extra Refuse Bin Pickup	\$ 139.12	\$ 1.08	\$ 140.20	5.45
Extra Recycling Bin Pickup	\$ 104.83	\$ -	\$ 104.83	4.03
Extra Organics Bin Pickup	\$ 212.07	\$ -	\$ 212.07	8.16
Extra Cart Exchange (Shared Refuse, Recycling,	\$ 38.33	\$ -	\$ 38.33	1.47
Extra Bin Exchange (Refuse, Recycling or Organ	\$ 178.04	\$ -	\$ 178.04	6.85
Contaminated Recycling Cart Fee	\$ 35.60	\$ -	\$ 35.60	1.37
Contaminated Recycling Bin Fee	\$ 69.44	\$ -	\$ 69.44	2.67
Temporary 2-Yard Bin	\$ -	\$ -	\$ -	-
Temporary 3-Yard Bin Rental (7 Days)	\$ 118.79	\$ 29.91	\$ 148.70	7.40
Temporary 4-Yard Bin	\$ -	\$ -	\$ -	-
Temporary Bin Rental Per Day Beyond 7	\$ 12.10	\$ -	\$ 12.10	0.47
Relocation Fee (Temporary 3-yard bin	\$ 102.90	\$ -	\$ 102.90	3.96
Commercial Only - Bulky Item Collection (up to	\$ 65.80	\$ 7.79	\$ 73.59	3.27
Commercial Only - Additional Bulky (Beyond 4	\$ 29.76	\$ 1.95	\$ 31.71	1.33

Monthly Residential and Commercial Green Waste Services Rates

3-Yard Greenwaste Bin					
1	x per week service	\$ 247.88	\$ -	\$ 247.88	9.53
2	x per week service	\$ 378.03	\$ -	\$ 378.03	14.54
3	x per week service	\$ 759.45	\$ -	\$ 759.45	29.21
4	x per week service	\$ 1,012.58	\$ -	\$ 1,012.58	38.95
5	x per week service	\$ 1,189.77	\$ -	\$ 1,189.77	45.76
6	x per week service	\$ 1,366.90	\$ -	\$ 1,366.90	52.57
4-Yard Greenwaste Bin					
1	x per week service	\$ 340.82	\$ -	\$ 340.82	13.11
2	x per week service	\$ 495.84	\$ -	\$ 495.84	19.07
3	x per week service	\$ 1,122.48	\$ -	\$ 1,122.48	43.17
4	x per week service	\$ 1,486.12	\$ -	\$ 1,486.12	57.16
5	x per week service	\$ 1,849.65	\$ -	\$ 1,849.65	71.14
6	x per week service	\$ 2,014.13	\$ -	\$ 2,014.13	77.47
Greenwaste Cart					
1	x per week service	\$ 90.88	\$ -	\$ 90.88	3.50

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2027 - Dec 31, 2027	Disposal Fee	\$	67.00	\$	74.00	% Change	10.4%
	CPI %						4%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
2	x per week service	\$ 138.59	\$ -	\$ 138.59	5.33
3	x per week service	\$ 278.47	\$ -	\$ 278.47	10.71
4	x per week service	\$ 371.27	\$ -	\$ 371.27	14.28
5	x per week service	\$ 436.24	\$ -	\$ 436.24	16.78
6	x per week service	\$ 501.20	\$ -	\$ 501.20	19.28
Locking Bin					
1	x per week service	\$ 9.05	\$ -	\$ 9.05	0.35
2	x per week service	\$ 9.94	\$ -	\$ 9.94	0.38
3	x per week service	\$ 10.40	\$ -	\$ 10.40	0.40
4	x per week service	\$ 10.84	\$ -	\$ 10.84	0.42
5	x per week service	\$ 11.29	\$ -	\$ 11.29	0.43
6	x per week service	\$ 11.75	\$ -	\$ 11.75	0.45
	Extra Greenwaste Bin Pickup	\$ 185.91	\$ -	\$ 185.91	7.15
	Extra Greenwaste Cart Pickup	\$ 69.49	\$ -	\$ 69.49	2.67
	Excessive Contamination Cart	\$ 38.33	\$ -	\$ 38.33	1.47
	Excessive Contamination Bin	\$ 69.44	\$ -	\$ 69.44	2.67

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

Standard 40-Yard	\$ 742.77	\$ 149.56	\$ 892.32	42.72
Low Boy	\$ 943.49	\$ 149.56	\$ 1,093.04	50.44
Compactor	\$ 867.97	\$ 149.56	\$ 1,017.53	47.53
Per Ton Over Six Tons	\$ 40.29	\$ 77.89	\$ 118.18	8.92
Box Rental Per Day Beyond 7 Days W/O Pull	\$ 147.92	\$ -	\$ 147.92	5.69
Trip Charge (Dry Run, Relocation, etc.)	\$ 275.23	\$ -	\$ 275.23	10.59
Contamination Fee	\$ 69.44	\$ -	\$ 69.44	2.67

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

0 – 25 Feet	\$ -	\$ -	\$ -	-
26 – 50 Feet	\$ 24.84	\$ -	\$ 24.84	0.96
51 – 75 Feet	\$ 49.65	\$ -	\$ 49.65	1.91
76 – 100 Feet	\$ 74.48	\$ -	\$ 74.48	2.86
Greater than 100 Feet	\$ 0.25	\$ -	\$ 0.25	0.01

Residential and Commercial Split Bin Services

3-Yard Trash & Recycling

1	x per week service	\$ 247.49	\$ 29.91	\$ 277.40	12.35
2	x per week service	\$ 301.06	\$ 59.82	\$ 360.89	17.24
3	x per week service	\$ 623.63	\$ 89.73	\$ 713.36	32.47
4	x per week service	\$ 831.41	\$ 119.64	\$ 951.05	43.29
5	x per week service	\$ 971.39	\$ 149.55	\$ 1,120.95	51.51
6	x per week service	\$ 1,111.33	\$ 179.46	\$ 1,290.79	59.72

3-Yard Trash Component

1	x per week service	\$ 133.54	\$ 29.91	\$ 163.45	7.97
2	x per week service	\$ 156.27	\$ 59.82	\$ 216.09	11.67

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2027 - Dec 31, 2027

Disposal Fee \$ **67.00** \$
CPI %

% Change
10.4%
4%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
3	x per week service	\$ 332.69	\$ 89.73	\$ 422.42	21.28
4	x per week service	\$ 443.53	\$ 119.64	\$ 563.17	28.38
5	x per week service	\$ 515.63	\$ 149.55	\$ 665.19	33.98
6	x per week service	\$ 587.71	\$ 179.46	\$ 767.17	39.58
3-Yard Recycling Component					
1	x per week service	\$ 113.95	\$ -	\$ 113.95	4.38
2	x per week service	\$ 144.80	\$ -	\$ 144.80	5.57
3	x per week service	\$ 290.94	\$ -	\$ 290.94	11.19
4	x per week service	\$ 387.88	\$ -	\$ 387.88	14.92
5	x per week service	\$ 455.76	\$ -	\$ 455.76	17.53
6	x per week service	\$ 523.62	\$ -	\$ 523.62	20.14

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2028 - Dec 31, 2028	Disposal Fee	\$	74.00	\$	81.00	% Change	9.5%
	CPI %						4%

Description and Frequency	Service Component	Landfill Component	Total	Change \$
Monthly Residential Services Rates (Individual Containers)				
Standard Rate (1Refuse 1 Recy)	\$ 21.48	\$ 3.43	\$ 24.91	1.12
Standard Rate (1 Refuse, 1 Recycling & 1 Orgar	\$ 25.81	\$ 3.43	\$ 29.23	1.29
Extra Pickup (Refuse, Recycling, or Organics) p	\$ 8.38	\$ -	\$ 8.38	0.32
Additional Refuse Cart	\$ 11.60	\$ 3.43	\$ 15.03	0.74
Additional Recycling Cart	\$ 2.93	\$ -	\$ 2.93	0.11
Additional Organics Cart	\$ 13.61	\$ -	\$ 13.61	0.52
Extra Cart Exchange (Refuse, Recycling, or Orga	\$ 39.87	\$ -	\$ 39.87	1.53
Walk-Out Service Eligible Customers	\$ -	\$ -	\$ -	-
Walk-Out Service Other Customers	\$ 11.27	\$ -	\$ 11.27	0.43
Additional Bulky Item Collection	\$ 62.59	\$ 2.13	\$ 64.72	2.59
Contaminated Cart Fee (Refuse, Recycling, or C	\$ 36.11	\$ -	\$ 36.11	1.39
Organics Pail (Purchase) per Pail	\$ 9.66	\$ -	\$ 9.66	0.37
Monthly Residential Services Rates (Shared Containers)				
2-Yard Refuse				
1 x per week service	\$ 160.51	\$ 21.83	\$ 182.33	8.06
2 x per week service	\$ 238.72	\$ 43.65	\$ 282.37	12.95
3 x per week service	\$ 492.57	\$ 65.48	\$ 558.05	24.60
4 x per week service	\$ 656.73	\$ 87.31	\$ 744.04	32.80
5 x per week service	\$ 767.87	\$ 109.13	\$ 877.01	38.96
6 x per week service	\$ 878.93	\$ 130.96	\$ 1,009.89	45.12
3-Yard Refuse				
1 x per week service	\$ 174.70	\$ 32.74	\$ 207.44	9.55
2 x per week service	\$ 257.30	\$ 65.48	\$ 322.78	15.55
3 x per week service	\$ 536.43	\$ 98.22	\$ 634.65	29.12
4 x per week service	\$ 715.15	\$ 130.96	\$ 846.11	38.82
5 x per week service	\$ 834.57	\$ 163.70	\$ 998.26	46.25
6 x per week service	\$ 953.94	\$ 196.44	\$ 1,150.38	53.67
7 x per week service	\$ 1,322.48	\$ 229.18	\$ 1,551.66	70.67
4-Yard Refuse				
1 x per week service	\$ 241.00	\$ 43.65	\$ 284.65	13.04
2 x per week service	\$ 336.64	\$ 87.31	\$ 423.95	20.49
3 x per week service	\$ 801.16	\$ 130.96	\$ 932.12	42.13
4 x per week service	\$ 1,059.88	\$ 174.61	\$ 1,234.49	55.85
5 x per week service	\$ 1,318.60	\$ 218.26	\$ 1,536.87	69.58
6 x per week service	\$ 1,421.72	\$ 261.92	\$ 1,683.64	77.32
7 x per week service	\$ 1,929.22	\$ 305.57	\$ 2,234.80	100.61
2-Yard Recycling				
1 x per week service	\$ 129.94	\$ -	\$ 129.94	5.00
2 x per week service	\$ 198.17	\$ -	\$ 198.17	7.62
3 x per week service	\$ 398.13	\$ -	\$ 398.13	15.31
4 x per week service	\$ 530.81	\$ -	\$ 530.81	20.42
5 x per week service	\$ 623.74	\$ -	\$ 623.74	23.99
6 x per week service	\$ 716.58	\$ -	\$ 716.58	27.56

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2028 - Dec 31, 2028

Disposal Fee	\$	74.00	\$	81.00	% Change	9.5%
CPI %						4%

Description and Frequency	Service Component	Landfill Component	Total	Change \$
3-Yard Recycling				
1 x per week service	\$ 145.38	\$ -	\$ 145.38	5.59
2 x per week service	\$ 221.66	\$ -	\$ 221.66	8.53
3 x per week service	\$ 445.37	\$ -	\$ 445.37	17.13
4 x per week service	\$ 593.76	\$ -	\$ 593.76	22.84
5 x per week service	\$ 697.66	\$ -	\$ 697.66	26.83
6 x per week service	\$ 801.55	\$ -	\$ 801.55	30.83
4-Yard Recycling				
1 x per week service	\$ 199.88	\$ -	\$ 199.88	7.69
2 x per week service	\$ 290.74	\$ -	\$ 290.74	11.18
3 x per week service	\$ 658.26	\$ -	\$ 658.26	25.32
4 x per week service	\$ 871.43	\$ -	\$ 871.43	33.52
5 x per week service	\$ 1,084.61	\$ -	\$ 1,084.61	41.72
6 x per week service	\$ 1,181.07	\$ -	\$ 1,181.07	45.43
Locking Bin				
1 x per week service	\$ 9.40	\$ -	\$ 9.40	0.36
2 x per week service	\$ 10.34	\$ -	\$ 10.34	0.40
3 x per week service	\$ 10.81	\$ -	\$ 10.81	0.42
4 x per week service	\$ 11.27	\$ -	\$ 11.27	0.43
5 x per week service	\$ 11.75	\$ -	\$ 11.75	0.45
6 x per week service	\$ 12.22	\$ -	\$ 12.22	0.47
Cart - Refuse				
1 x per week service	\$ 119.23	\$ 5.13	\$ 124.37	5.03
2 x per week service	\$ 220.13	\$ 10.26	\$ 230.40	9.35
3 x per week service	\$ 313.23	\$ 15.40	\$ 328.63	13.38
4 x per week service	\$ 401.53	\$ 20.53	\$ 422.06	17.22
5 x per week service	\$ 486.41	\$ 25.66	\$ 512.08	20.93
6 x per week service	\$ 568.65	\$ 30.79	\$ 599.45	24.53
Cart Recycling				
1 x per week service	\$ 91.68	\$ -	\$ 91.68	3.53
2 x per week service	\$ 169.59	\$ -	\$ 169.59	6.52
3 x per week service	\$ 241.67	\$ -	\$ 241.67	9.30
4 x per week service	\$ 310.15	\$ -	\$ 310.15	11.93
5 x per week service	\$ 376.05	\$ -	\$ 376.05	14.46
6 x per week service	\$ 439.98	\$ -	\$ 439.98	16.92
2-Yard Organics				
1 x per week service	\$ 262.85	\$ -	\$ 262.85	10.11
2 x per week service	\$ 400.86	\$ -	\$ 400.86	15.42
3 x per week service	\$ 805.31	\$ -	\$ 805.31	30.97
4 x per week service	\$ 1,073.73	\$ -	\$ 1,073.73	41.30

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2028 - Dec 31, 2028

Disposal Fee	\$	74.00	\$	81.00	% Change
CPI %					9.5%
					4%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
5	x per week service	\$ 1,261.62	\$ -	\$ 1,261.62	48.52
6	x per week service	\$ 1,449.45	\$ -	\$ 1,449.45	55.75
Organics Cart					
1	x per week service	\$ 96.36	\$ -	\$ 96.36	3.71
2	x per week service	\$ 146.96	\$ -	\$ 146.96	5.65
3	x per week service	\$ 295.29	\$ -	\$ 295.29	11.36
4	x per week service	\$ 393.69	\$ -	\$ 393.69	15.14
5	x per week service	\$ 462.58	\$ -	\$ 462.58	17.79
6	x per week service	\$ 531.47	\$ -	\$ 531.47	20.44

Monthly Commercial Services Rates

2-Yard Refuse

1	x per week service	\$ 160.51	\$ 21.83	\$ 182.33	8.06
2	x per week service	\$ 238.72	\$ 43.65	\$ 282.37	12.95
3	x per week service	\$ 492.57	\$ 65.48	\$ 558.05	24.60
4	x per week service	\$ 656.73	\$ 87.31	\$ 744.04	32.80
5	x per week service	\$ 767.87	\$ 109.13	\$ 877.01	38.96
6	x per week service	\$ 878.93	\$ 130.96	\$ 1,009.89	45.12

3-Yard Refuse

1	x per week service	\$ 174.70	\$ 32.74	\$ 207.44	9.55
2	x per week service	\$ 257.30	\$ 65.48	\$ 322.78	15.55
3	x per week service	\$ 536.43	\$ 98.22	\$ 634.65	29.12
4	x per week service	\$ 715.15	\$ 130.96	\$ 846.11	38.82
5	x per week service	\$ 834.57	\$ 163.70	\$ 998.26	46.25
6	x per week service	\$ 953.94	\$ 196.44	\$ 1,150.38	53.67
7	x per week service	\$ 1,322.48	\$ 229.18	\$ 1,551.66	70.67

4-Yard Refuse

1	x per week service	\$ 241.00	\$ 43.65	\$ 284.65	13.04
2	x per week service	\$ 336.64	\$ 87.31	\$ 423.95	20.49
3	x per week service	\$ 801.16	\$ 130.96	\$ 932.12	42.13
4	x per week service	\$ 1,059.88	\$ 174.61	\$ 1,234.49	55.85
5	x per week service	\$ 1,318.60	\$ 218.26	\$ 1,536.87	69.58
6	x per week service	\$ 1,421.72	\$ 261.92	\$ 1,683.64	77.32
7	x per week service	\$ 1,929.22	\$ 305.57	\$ 2,234.80	100.61

2-Yard Recycling

1	x per week service	\$ 129.94	\$ -	\$ 129.94	5.00
2	x per week service	\$ 198.17	\$ -	\$ 198.17	7.62
3	x per week service	\$ 398.13	\$ -	\$ 398.13	15.31
4	x per week service	\$ 530.81	\$ -	\$ 530.81	20.42
5	x per week service	\$ 623.74	\$ -	\$ 623.74	23.99
6	x per week service	\$ 716.58	\$ -	\$ 716.58	27.56

3-Yard Recycling

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2028 - Dec 31, 2028

Disposal Fee	\$	74.00	\$	81.00	% Change	9.5%
CPI %						4%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
1	x per week service	\$ 145.38	\$ -	\$ 145.38	5.59
2	x per week service	\$ 221.66	\$ -	\$ 221.66	8.53
3	x per week service	\$ 445.37	\$ -	\$ 445.37	17.13
4	x per week service	\$ 593.76	\$ -	\$ 593.76	22.84
5	x per week service	\$ 697.66	\$ -	\$ 697.66	26.83
6	x per week service	\$ 801.55	\$ -	\$ 801.55	30.83
4-Yard Recycling					
1	x per week service	\$ 199.88	\$ -	\$ 199.88	7.69
2	x per week service	\$ 290.74	\$ -	\$ 290.74	11.18
3	x per week service	\$ 658.26	\$ -	\$ 658.26	25.32
4	x per week service	\$ 871.43	\$ -	\$ 871.43	33.52
5	x per week service	\$ 1,084.61	\$ -	\$ 1,084.61	41.72
6	x per week service	\$ 1,181.07	\$ -	\$ 1,181.07	45.43
Locking Bin					
1	x per week service	\$ 9.40	\$ -	\$ 9.40	0.36
2	x per week service	\$ 10.34	\$ -	\$ 10.34	0.40
3	x per week service	\$ 10.81	\$ -	\$ 10.81	0.42
4	x per week service	\$ 11.27	\$ -	\$ 11.27	0.43
5	x per week service	\$ 11.75	\$ -	\$ 11.75	0.45
6	x per week service	\$ 12.22	\$ -	\$ 12.22	0.47
Cart - Refuse					
1	x per week service	\$ 119.23	\$ 5.13	\$ 124.37	5.03
2	x per week service	\$ 220.13	\$ 10.26	\$ 230.40	9.35
3	x per week service	\$ 313.23	\$ 15.40	\$ 328.63	13.38
4	x per week service	\$ 401.53	\$ 20.53	\$ 422.06	17.22
5	x per week service	\$ 486.41	\$ 25.66	\$ 512.08	20.93
6	x per week service	\$ 568.65	\$ 30.79	\$ 599.45	24.53
Cart Recycling					
1	x per week service	\$ 91.68	\$ -	\$ 91.68	3.53
2	x per week service	\$ 169.59	\$ -	\$ 169.59	6.52
3	x per week service	\$ 241.67	\$ -	\$ 241.67	9.30
4	x per week service	\$ 310.15	\$ -	\$ 310.15	11.93
5	x per week service	\$ 376.05	\$ -	\$ 376.05	14.46
6	x per week service	\$ 439.98	\$ -	\$ 439.98	16.92
2-Yard Organics					
1	x per week service	\$ 262.85	\$ -	\$ 262.85	10.11
2	x per week service	\$ 400.86	\$ -	\$ 400.86	15.42
3	x per week service	\$ 805.31	\$ -	\$ 805.31	30.97
4	x per week service	\$ 1,073.73	\$ -	\$ 1,073.73	41.30
5	x per week service	\$ 1,261.62	\$ -	\$ 1,261.62	48.52

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2028 - Dec 31, 2028	Disposal Fee	\$	74.00	\$	81.00	% Change	9.5%
	CPI %						4%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
6	x per week service	\$ 1,449.45	\$ -	\$ 1,449.45	55.75
Organics Cart					
1	x per week service	\$ 96.36	\$ -	\$ 96.36	3.71
2	x per week service	\$ 146.96	\$ -	\$ 146.96	5.65
3	x per week service	\$ 295.29	\$ -	\$ 295.29	11.36
4	x per week service	\$ 393.69	\$ -	\$ 393.69	15.14
5	x per week service	\$ 462.58	\$ -	\$ 462.58	17.79
6	x per week service	\$ 531.47	\$ -	\$ 531.47	20.44

Additional Commercial and Residential Bin (Shared Services) Rates

Extra Cart Pickup (Shared Refuse, Recycling, or	\$	72.27	\$	-	\$	72.27	2.78
Extra Refuse Bin Pickup	\$	144.69	\$	1.19	\$	145.87	5.67
Extra Recycling Bin Pickup	\$	109.03	\$	-	\$	109.03	4.19
Extra Organics Bin Pickup	\$	220.55	\$	-	\$	220.55	8.48
Extra Cart Exchange (Shared Refuse, Recycling,	\$	39.87	\$	-	\$	39.87	1.53
Extra Bin Exchange (Refuse, Recycling or Organ	\$	185.16	\$	-	\$	185.16	7.12
Contaminated Recycling Cart Fee	\$	37.02	\$	-	\$	37.02	1.42
Contaminated Recycling Bin Fee	\$	72.22	\$	-	\$	72.22	2.78
Temporary 2-Yard Bin	\$	-	\$	-	\$	-	-
Temporary 3-Yard Bin Rental (7 Days)	\$	123.54	\$	32.74	\$	156.28	7.58
Temporary 4-Yard Bin	\$	-	\$	-	\$	-	-
Temporary Bin Rental Per Day Beyond 7	\$	12.58	\$	-	\$	12.58	0.48
Relocation Fee (Temporary 3-yard bin	\$	107.01	\$	-	\$	107.01	4.12
Commercial Only - Bulky Item Collection (up to	\$	68.44	\$	8.53	\$	76.96	3.37
Commercial Only - Additional Bulky (Beyond 4	\$	30.95	\$	2.13	\$	33.09	1.37

Monthly Residential and Commercial Green Waste Services Rates

3-Yard Greenwaste Bin

1	x per week service	\$ 257.80	\$	-	\$	257.80	9.92
2	x per week service	\$ 393.15	\$	-	\$	393.15	15.12
3	x per week service	\$ 789.83	\$	-	\$	789.83	30.38
4	x per week service	\$ 1,053.08	\$	-	\$	1,053.08	40.50
5	x per week service	\$ 1,237.36	\$	-	\$	1,237.36	47.59
6	x per week service	\$ 1,421.58	\$	-	\$	1,421.58	54.68

4-Yard Greenwaste Bin

1	x per week service	\$ 354.45	\$	-	\$	354.45	13.63
2	x per week service	\$ 515.67	\$	-	\$	515.67	19.83
3	x per week service	\$ 1,167.38	\$	-	\$	1,167.38	44.90
4	x per week service	\$ 1,545.56	\$	-	\$	1,545.56	59.44
5	x per week service	\$ 1,923.64	\$	-	\$	1,923.64	73.99
6	x per week service	\$ 2,094.69	\$	-	\$	2,094.69	80.57

Greenwaste Cart

1	x per week service	\$ 94.51	\$	-	\$	94.51	3.64
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ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services

Jan 1, 2028 - Dec 31, 2028	Disposal Fee	\$	74.00	\$	81.00	% Change	9.5%
	CPI %						4%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
2	x per week service	\$ 144.13	\$ -	\$ 144.13	5.54
3	x per week service	\$ 289.61	\$ -	\$ 289.61	11.14
4	x per week service	\$ 386.12	\$ -	\$ 386.12	14.85
5	x per week service	\$ 453.69	\$ -	\$ 453.69	17.45
6	x per week service	\$ 521.24	\$ -	\$ 521.24	20.05
Locking Bin					
1	x per week service	\$ 9.41	\$ -	\$ 9.41	0.36
2	x per week service	\$ 10.34	\$ -	\$ 10.34	0.40
3	x per week service	\$ 10.82	\$ -	\$ 10.82	0.42
4	x per week service	\$ 11.27	\$ -	\$ 11.27	0.43
5	x per week service	\$ 11.75	\$ -	\$ 11.75	0.45
6	x per week service	\$ 12.22	\$ -	\$ 12.22	0.47
	Extra Greenwaste Bin Pickup	\$ 193.35	\$ -	\$ 193.35	7.44
	Extra Greenwaste Cart Pickup	\$ 72.27	\$ -	\$ 72.27	2.78
	Excessive Contamination Cart	\$ 39.87	\$ -	\$ 39.87	1.53
	Excessive Contamination Bin	\$ 72.22	\$ -	\$ 72.22	2.78

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

Standard 40-Yard	\$ 772.48	\$ 163.71	\$ 936.18	43.86
Low Boy	\$ 981.23	\$ 163.71	\$ 1,144.93	51.89
Compactor	\$ 902.69	\$ 163.71	\$ 1,066.40	48.87
Per Ton Over Six Tons	\$ 41.90	\$ 85.26	\$ 127.16	8.98
Box Rental Per Day Beyond 7 Days W/O Pull	\$ 153.84	\$ -	\$ 153.84	5.92
Trip Charge (Dry Run, Relocation, etc.)	\$ 286.23	\$ -	\$ 286.23	11.01
Contamination Fee	\$ 72.22	\$ -	\$ 72.22	2.78

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

0 – 25 Feet	\$ -	\$ -	\$ -	-
26 – 50 Feet	\$ 25.83	\$ -	\$ 25.83	0.99
51 – 75 Feet	\$ 51.64	\$ -	\$ 51.64	1.99
76 – 100 Feet	\$ 77.46	\$ -	\$ 77.46	2.98
Greater than 100 Feet	\$ 0.26	\$ -	\$ 0.26	0.01

Residential and Commercial Split Bin Services

3-Yard Trash & Recycling

1	x per week service	\$ 257.39	\$ 32.74	\$ 290.13	12.73
2	x per week service	\$ 313.11	\$ 65.48	\$ 378.59	17.70
3	x per week service	\$ 648.58	\$ 98.22	\$ 746.80	33.43
4	x per week service	\$ 864.66	\$ 130.96	\$ 995.62	44.57
5	x per week service	\$ 1,010.25	\$ 163.70	\$ 1,173.95	53.00
6	x per week service	\$ 1,155.78	\$ 196.44	\$ 1,352.22	61.43

3-Yard Trash Component

1	x per week service	\$ 138.88	\$ 32.74	\$ 171.62	8.17
2	x per week service	\$ 162.52	\$ 65.48	\$ 228.00	11.91

ITEM 9.2 - Exhibit A to Attachment A

Maximum Rate Schedule for Solid Waste Handling Services						% Change
Jan 1, 2028 - Dec 31, 2028				Disposal Fee	\$ 74.00	\$ 81.00
				CPI %		9.5%
						4%

Description and Frequency		Service Component	Landfill Component	Total	Change \$
3	x per week service	\$ 346.00	\$ 98.22	\$ 444.22	21.80
4	x per week service	\$ 461.27	\$ 130.96	\$ 592.23	29.06
5	x per week service	\$ 536.26	\$ 163.70	\$ 699.96	34.77
6	x per week service	\$ 611.22	\$ 196.44	\$ 807.66	40.48
3-Yard Recycling Component					
1	x per week service	\$ 118.51	\$ -	\$ 118.51	4.56
2	x per week service	\$ 150.59	\$ -	\$ 150.59	5.79
3	x per week service	\$ 302.58	\$ -	\$ 302.58	11.64
4	x per week service	\$ 403.39	\$ -	\$ 403.39	15.52
5	x per week service	\$ 473.99	\$ -	\$ 473.99	18.23
6	x per week service	\$ 544.56	\$ -	\$ 544.56	20.94



February 24, 2026

Ms. Nadia Cook
Regulatory Programs Analyst
City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637

Re: Discretionary Adjustment Request

Dear Ms. Cook,

Due to the proposed disposal increases imposed by OCWR, CR&R respectfully requests approval to submit a "Discretionary Adjustment" per Section 24.5 of the Franchise Agreement. As you are aware, landfill disposal rates will increase from \$43.76 per ton to \$67.00 per ton effective July 1, 2026 and up to \$81.00 per ton through July 2028. We have submitted new rate sheets for your review and approval that reflect the disposal increases from 2026 through 2028.

In addition, CR&R would like to request the City's consideration to waive the advance non-refundable payment of \$5,000. Over the last several months, Orange County cities have been in negotiations with the County on the proposed landfill disposal increases. Pursuant to Section 26.1 (Flow Control), the City directs where landfill waste is to be delivered. This is not a request on behalf of CR&R for increased costs such as healthcare or processing costs as stated in Section 24.5, this is simply a disposal pass-through fee.

We appreciate your consideration of our request. If you have any questions, please do not hesitate to contact us.

Respectfully,

11292 Western Ave. Cc: Bill Higginbotham – Director of Finance
P. O. Box 125
Stanton, CA 90680

t: 800.826.9677
t: 714.826.9049
f: 714.890.6347

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9.3

**250TH ANNIVERSARY OF THE DECLARATION
OF INDEPENDENCE
(AGENDIZED BY COUNCILMEMBER MOORE)**

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: March 18, 2026 City Council Meeting

SUBJECT: 250th Anniversary of the Declaration of Independence
(agendized by Councilmember Moore)

Recommendation

Provide direction to staff regarding activities to commemorate and celebrate the 250th anniversary of the Declaration of Independence and the birth of the United States of America including, but not limited to, the potential installation of a street clock at City Hall.

For Additional Information

Please refer to Item 7.0 (Consent Calendar Summary).

Attachments: A – USA250-OC Brochure
B – Electric Time Street Clock Catalog Pages
C – Potential Location for a Street Clock at City Hall

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USA
250
orange county

**America is the perfect idea;
the United States of America
is a work in progress**

A Historic Milestone

July 4, 2026, will mark the 250th anniversary of the Declaration of Independence and the birth of the United States, the cornerstone of freedom and self-government.

“We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.”



History of Celebrations

On July 4, 1826, President John Quincy Adams celebrated the 50th anniversary of the Declaration of Independence in the nation's Capitol, unaware that its author, Thomas Jefferson, had died early in the afternoon at his home in Virginia and that his father, John Adams, would die hours later at his home in Massachusetts.

The President recorded his thoughts that “on that day while every heart was bounding with joy... amid the blessings of freedom and independence... the hand that penned the ever-memorable Declaration, and the voice that sustained it in debate... were called before the Judge of All.”



Thomas Jefferson



John Adams



J. Quincy Adams



President U. S. Grant (1876)

“A proclamation inviting the people of the United States to offer “devout thanksgiving to Almighty God for the blessings which have been bestowed upon us as a nation during the century of our existence, and humbly to invoke a continuance of His favor and of His protection.”



President Calvin Coolidge (1926)

“There is something beyond the establishment of a new nation, great as that event would be, in the Declaration of Independence which has ever since caused it to be regarded as one of the great charters that not only was to liberate America but was everywhere to ennoble humanity.”



President Gerald Ford (1976)

“It is good to know that in our own lifetime we have taken part in the growth of freedom and in the expansion of equality which began here [Independence Hall] so long ago...Each generation of Americans, indeed all of humanity, must strive to achieve the aspirations of the Declaration anew.”

Why We Celebrate

Our nation is currently experiencing deep divisions and declines in civic literacy, civil public discourse, and civic engagement.

- ✦ A majority of Americans in only one state can pass the citizenship test required of all immigrants applying for U.S. citizenship.
- ✦ Three fourths of Americans believe incivility has risen to crisis levels, and even more believe incivility in government is preventing action on important issues.
- ✦ Public confidence in government is near historic lows, and eighty percent of Americans have “far too little” or “too little” confidence in each other.

The 250th anniversary of the Declaration of Independence provides a once-in-a-generation opportunity to address these issues.

By learning from our past and each other, reflecting on our founding principles and shared heritage, celebrating our achievements, and looking to the future, we can collectively work towards a more perfect union.

“We cannot learn from each other until we stop shouting at each other – until we speak quietly enough so that our words can be heard as well as our voices.”
- Richard Nixon

“Knowledge will forever govern ignorance and a people who mean to be their own Governors must arm themselves with the power knowledge gives.”
- James Madison





Mission Statement

To engage the citizens and residents of Orange County in commemorating and celebrating the 250th anniversary of the Declaration of Independence and the birth of the United States by:

- ✦ **Exploring** the history and fundamental principles underlying our constitutional government.
- ✦ **Advancing** the historical ideals and aspirations embodied in the Declaration of Independence, the Constitution, and the Bill of Rights.
- ✦ **Inspiring** the American spirit through recognition of our shared heritage, common rights and responsibilities, and respect for each other.
- ✦ **Equipping** our citizens and residents to engage in the civic life of their community without regard to ethnicity, national origin, religion, or political affiliation.
- ✦ **Reflecting** on the origin of Orange County, its history as an important part of the history of California, and its contributions to the development of the United States.
- ✦ **Celebrating** with our friends, families, local governments, and organizations to listen to and learn from our history and each other to make a lasting impact for generations to come.

“Civility is not a sign of weakness...let both sides explore what problems unite us instead of belaboring those problems which divide us.”

- John F. Kennedy

Reflecting on Our Past, Investing in Our Future

USA250-OC is a two-year, non-partisan, non-sectarian initiative to engage and bring together a wide array of educational, business, labor, local government, civic, faith, ethnic, arts, media organizations, and institutions. Each group will make its unique contribution to the education and edification of the people of Orange County.

All efforts are dedicated to the purpose of commemorating and

celebrating the 250th anniversary of the Declaration of Independence, the birth of the United States, and its founding principles.

We focus on the structure of government embodied in the Constitution and the Bill of Rights, their enduring impact, and the historic role of the people of Orange County in the history and development of the United States.



Stefan Bean, Ed.D.

“The 250th anniversary of the Declaration of Independence invites us to reflect not only on the words that launched a nation, but on the enduring promise of America itself. As a child airlifted from Vietnam, I arrived with nothing. Yet this country gave me a home, an education, and the freedom to pursue a life of purpose. My story is one of many that speak to the transformative power of the American promise – a promise we honor through USA250-OC.”

Orange County Superintendent of Schools



Orange County Supervisor,
Third District



Chairman, Orange County Board of Supervisors,
Fourth District



The Honorable Katrina Foley

Orange County Supervisor,
Fifth District
Vice Chairman, Orange County Board of Supervisors

The Honorable Janet Nguyen

Orange County Supervisor,
First District

The Honorable Vicente Sarmiento

Orange County Supervisor,
Second District

Honorary Chairman

The Honorable Donald P. Wagner

“USA250-OC provides the perfect opportunity for the people of Orange County to come together to reflect on the history of our country and the principles on which it was founded, to share our common rights and responsibilities as Americans, and to advance the ideals and aspirations embodied in the Declaration of Independence, the Constitution and the Bill of Rights.”

Honorary Co-Chairs

The Honorable Doug Chaffee

“As we commemorate the 250th anniversary of the signing of the Declaration of Independence, we reflect on our nation's past and focus on what we hope to accomplish in the future. USA250-OC honors our nation's ideals and offers opportunities for all Orange County residents to celebrate this historic milestone.”



Community Partners

Endorsement of the goals of USA250-OC by community leaders and institutions throughout Orange County is important to its success.

Leaders in the arts, education, business, labor, civic and faith-based organizations, cultural entities, local government, the media, and other segments of

the community can encourage their colleagues and sister organizations to engage in activities consistent with their own on-going business or activities while commemorating the founding of the United States, its underlying principles, our common rights and responsibilities, and Orange County's historical role.



Jeff Ball

President & CEO,
Orange County Business Council

“With a focus on Economic Development for Orange County, OCBC is proud to support and promote USA250-OC, recognizing the value to our businesses and workforce in remembering our founding principles. Our businesses and non-profits, along with their leaders, play an important role in promoting civic literacy, civility, and civic engagement.

This celebration of the 250th anniversary of our country's birth is a valuable opportunity to reinforce those values in pursuit of a more perfect union.”

Kris Murray

Executive Director, Association
of California Cities - Orange County

“The 250th birthday of the United States is the perfect opportunity for the cities of Orange County to encourage their citizens and residents to reflect on our shared rights and responsibilities, our nation's founding principles, and the continued journey to our more perfect union.”

Richard Stein

President & CEO,
Arts Orange County

“The arts, in its vast array of forms, can bring to life the incredible story of our nation's founding. Through music, dance, visual arts, and theater, they will be important contributions to the celebration of the 250th anniversary of the Declaration of Independence and the United States.”

Charlie Zhang

Founder,
Orange County Music and Dance.

“Whether natural-born citizens, citizens by choice, or visitors in the United States, we all enjoy the self-evident truths asserted in the Declaration of Independence - that all men are created equal; that they are endowed by their Creator with certain unalienable rights, including life, liberty and the pursuit of happiness; and that government rests on the consent of the governed. On this 250th anniversary, we should all reflect on and celebrate these principles.”





USA250-OC Is For Everyone

Orange County is made up of 3.2 million unique people from a wide array of different cultures, races, religion, and points of view. We can learn about our country's history and each other as we commemorate the 250th anniversary of the Declaration of Independence and the birth of the United States. We can unite, without uniformity, as we reflect on our past and prepare for the future as we continue on the journey toward a "more perfect union."

In 1776, as the thirteen North American colonies were declaring independence from Great Britain, the Spanish were establishing Mission San

Juan Capistrano in what was to become Orange County, California. Stories of people on both the Atlantic and Pacific coasts during that historic time and the 250 years that followed were both inspiring and troublesome, represented achievements and struggles, and, in each case, an opportunity to learn and to share what it means to be an American.

There are innumerable opportunities for Orange Countians of all ages and backgrounds to participate in USA250-OC, creating their own projects and finding dozens of ideas and resources on USA250OC.org.

Just a few of these ideas include:

- ✦ Planting a Liberty Tree
- ✦ Composing a patriotic poem or song
- ✦ Organizing a neighborhood picnic and talk about USA250-OC
- ✦ Joining USA250-OC's "Did you know" Campaign.
- ✦ Sponsoring student art, speech or poster contests
- ✦ Offering incentives in the workplace to complete short, online courses on the Constitution
- ✦ Reading the Declaration of Independence as a family
- ✦ Spending ten minutes a day studying our Founding documents
- ✦ Reading biographies of the Founders
- ✦ **And so much more...!**

USA250-OC's Strategy of Public Engagement

Online by serving as “USA250-OC communications central” to:

- ✦ Engage the community through a dynamic website and robust social media.
- ✦ Serve as a comprehensive resource and access to a broad range of online historical resources.
- ✦ Maintain a calendar of Orange County USA250-OC events and activities.
- ✦ Develop strategic partnerships with digital media publications, news providers, personal interest shows, and online digital coverage of significant social events to promote USA 250-OC.



On Air by partnering with legacy television and print media to:

- ✦ Educate, inform and Inspire through reporting, editorials and opinions
- ✦ Promote programs dedicated to the theme of USA250-OC



In the Community to drive community engagement.

Serve as a catalyst and resource to encourage the people and organizations of Orange County to actively participate in USA250-OC.

- ✦ Identify and promote events and activities already in progress
- ✦ Stimulate creativity
- ✦ Integrate the experiences of all Orange
- ✦ Countians regardless of race, religion, national origin, gender or political affiliation
- ✦ Explore the origins of Orange County and its contributions to the United States
- ✦ Incorporate USA250-OC themes into national, cultural and other days of recognition
- ✦ Host seven signature events
- ✦ Participate in fairs and festivals
- ✦ Build a sense of community around USA250-OC celebrations
- ✦ Manage a Speakers' Bureau

USA250-OC Launches Countdown to July 4, 2026

On January 14, 2025, Orange County leaders gathered in the East Room of the Richard Nixon Presidential Library and Museum to officially launch USA250-OC. Inspired by Jeffrey Rosen and General George Washington, audiences can view the event on C-SPAN

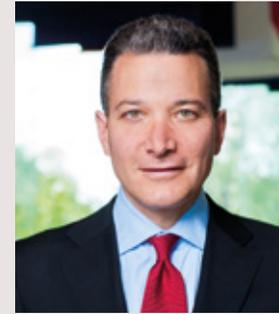


Scan to view event



By becoming a partner, you can help us create impactful programs and events that educate, inspire, and unite.

ITEM 9.3 - Attachment A



Jeffrey Rosen,
President and CEO,
National Constitution Center

“Thank you so much for a wonderful visit to Orange County. Because of your energy, dedication, vision, and patriotism, the event at the Nixon Library was inspiring on every level. It was an honor to join you and your colleagues to talk about our Founding values and the Pursuit of Happiness. I am much looking forward to collaboration between the NCC and USA250-OC leading up to America’s 250 and beyond. Your work is a model for USA250 celebrations across America.”

Donations

Your financial support will enable us to develop and host educational programs, community events, and much more.

Every contribution helps us bring this celebration to life and reach more people.

Volunteer

We welcome volunteers to help organize and host events, manage our social media, and assist with outreach efforts.

Your time and skills can make a significant impact.

Spread the Word

Help us expand our reach by sharing our mission with your network.

Whether through social media, word of mouth, or local community groups, your voice can help us inspire a broader audience.

Meet the Team



Co-Chair

Jo Ellen Chatham, Ph.D.,

Executive Director
Center for Civics Education
Concordia University Irvine

“Our government is based on the “consent of the governed,” that is, “we the people.”

This unique bond unites us around the aspirations, rights, and responsibilities declared in the Declaration of Independence and established in the Constitution. It is for us, “the people,” to understand and live up to principles embodied in those documents, respect each other as citizens, and engage in the civic life of our community and the nation.

It is to these concepts - civic literacy, civility, and civic engagement - that USA250-OC is dedicated.”



Co-Chair

Joe Lopez,

Acting President and CEO
Richard Nixon Foundation
American Civics Campaign

“As the Richard Nixon Foundation continues its mission to advance American civics education, the 250th anniversary of America’s founding offers a chance to expand our educational initiatives while reinforcing our dedication to teaching history, our nation’s founding principles, and the rights and responsibilities of American citizenship.”

“By instilling the enduring American values of individual liberty, self-government, and free enterprise, we can help ensure the ongoing success of our system of government.”

Scott Carpenter

Director of Public Engagement
and Strategic Communications

Virginia Suveiu

Legal Advisor

Michelle Barto

Creative Director

Maribel Marroquin

Director of Development

Eric Véjar

Digital Creator



America is the perfect idea;
the United States of America
is a work in progress



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SMALL HOWARD FOUR DIAL DESIGN

SMALL HOWARD FOUR DIAL REPLICA STREET CLOCK 10'9" (328CM) HEIGHT (PSTCLK-SM4HOWARD)

Electric Time Company's Small Four Dial Howard Replica Street Clock is a reduced size version of the Large Four Dial Howard Replica Street Clock. It's a perfect architectural feature in areas with smaller buildings or in spaces with multiple site lines. This fully equipped street clock is perfect for many uses, including golf courses, schools, parks and courtyards.

FEATURES

- Cast Aluminum Post, Saddle & Head - no plastic or fiberglass
- Nominal 18" Dial
- Automatic 99B-MI Control
- GPS satellite synchronization
- Style "MI" Clock Movements made by Electric Time
- Translucent Acrylic Dials backlighted with LEDs
- Clear Tempered Glass Crystals
- Photocell Controlled Lighting
- UL & CUL Listed
- Weatherproof
- Wide Range of Dial Marking and Hand Designs
- Acid etched primer with Polyurethane top coat. Finish system tested and passed UV and Salt Spray ASTM test
- Wide Range of colors including Forest Green and Black
- Gold Highlighting
- Stainless Steel Anchor Rods with Templates included
- 3 Year Warranty
- 80 Years Serviceability

SPECIFICATIONS

- "Green" Lighting
- Standard Power Requirements 115VAC/60HZ
- 240 VAC/50HZ on request
- 



Stanwood, MI

OPTIONS

- Custom Color Match
 - Faux Finishes
- Gold Leaf Highlighting
- Custom Dial Graphics and Logos
- Local Installation and Service
 - Polycarbonate Crystals
- Cast Aluminum Header & Saddle Plaques with raised 3/16" thick aluminum lettering - not vinyl
 - Cast Bronze Plaques

REFERENCE

- Drawing A-5586 Elevation
- Drawing A-5095 Foundation

INSTALLATIONS - SMALL HOWARD FOUR DIAL DESIGN



Greer, SC



Medford Rotary
Medford, MA



Ramsey, NJ



Manchester, ME



Nipawin, SK, Canada



Walla Walla, WA

SMALL HOWARD TWO DIAL DESIGN

SMALL HOWARD TWO DIAL REPLICA STREET CLOCK 10'9" (328CM) HEIGHT (PSTCLK-SM2HOWARD)

Electric Time Company's Small Two Dial Howard Replica Street Clock is a reduced size version of the Large Two Dial Howard Replica Street Clock. It's a perfect architectural feature in areas with smaller buildings or in spaces with close site lines. This fully equipped street clock is perfect for many uses, including golf courses, schools, parks and courtyards.

FEATURES

- Cast Aluminum Post, Saddle & Head - no plastic or fiberglass
- Nominal 24" Dial
- Automatic 99B-MI Control
- GPS satellite synchronization
- Style "MI" Clock Movements made by Electric Time
- Translucent Acrylic Dials backlighted with LEDs
- Clear Tempered Glass Crystals
- Photocell Controlled Lighting
- UL & CUL Listed
- Weatherproof
- Wide Range of Dial Marking and Hand Designs
- Acid etched primer with Polyurethane top coat. Finish system tested and passed UV and Salt Spray ASTM test
- Wide Range of colors including Forest Green and Black
- Gold Highlighting
- Raised 3/16" thick Aluminum Header & Saddle Lettering - not vinyl
- Stainless Steel Anchor Rods with Templates included
- 3 Year Warranty
- 80 Years Serviceability

SPECIFICATIONS

- "Green" Lighting
- Standard Power Requirements 115VAC/60HZ
- 240 VAC/50HZ on request
- 



Greens Fork, IN

OPTIONS

- Custom Color Match
 - Faux Finishes
 - Gold Leaf Highlighting
- Custom Dial Graphics and Logos
- Local Installation and Service
 - Polycarbonate Crystals
 - Cast Bronze Plaques

REFERENCE

- Drawing A-5585 Elevation
- Drawing A-5095 Foundation

INSTALLATIONS - SMALL HOWARD TWO DIAL DESIGN



Saint Anselm College
Manchester, NH



Rotary Club of Coronado
Coronado, CA



Ord, NE



Farmington Lions Club
Farmington, MN



Saint Louis, MO



Singapore

COURTYARD TWO DIAL DESIGN

COURTYARD TWO DIAL STREET CLOCK 8'10" (269CM) HEIGHT (PSTCLK-COURTYARD)

Electric Time Company's Courtyard Street Clock is a perfect accent to any project. The reduced size makes the Courtyard ideal for closer site lines. This clock style can be featured in many settings, from cafes, to gardens, to plazas.

FEATURES

- Cast Aluminum Post, Saddle & Head - no plastic or fiber-glass
- Nominal 18" Dial
- Manual Set Clock Movements made by Electric Time
- Aluminum Clock Dials Painted White
- LED ring to edge light the clock dials
- Clear Tempered Glass Crystals
- Photocell Controlled Lighting
- UL & CUL Listed
- Weatherproof
- Wide Range of Dial Marking and Hand Designs
- Acid etched primer with Polyurethane top coat. Finish system tested and passed UV and Salt Spray ASTM test
- Wide Range of colors including Forest Green and Black
- Gold Highlighting
- Stainless Steel Anchor Rods with Templates included
- 3 Year Warranty
- 80 Years Serviceability

SPECIFICATIONS

- Standard Power Requirements 115VAC/60HZ
- 240 VAC/50HZ on request
- 



Manchester, CT

OPTIONS

- Custom Color Match
 - Faux Finishes
- Gold Leaf Highlighting
- Automatic 99B-MI Control
- Translucent Acrylic Dials backlighted with LEDs
 - GPS satellite synchronization
- Custom Dial Graphics and Logos
- Local Installation and Service
 - Polycarbonate Crystals
 - Cast Bronze Plaques

REFERENCE

- Drawing A-8340 Elevation
- Drawing ES-927 Foundation

INSTALLATIONS - COURTYARD TWO DIAL DESIGN



Rockville, UT



La Jolla Rotary
Afghanistan



Pittsfield, MA



Hollis Hills, NY



Bedford, NH



St. Clair Shores, MI

SMALL WASHINGTON FOUR DIAL DESIGN

SMALL WASHINGTON FOUR DIAL STREET CLOCK 11' 3" (343CM) HEIGHT (PSTCLK-SM4WASHINGTON)

When the full size Washington Street clock is too big, select the Small Washington, perfect for reduced scale projects. This fanciful clock will enhance your school, pool or park with its ornamental castings and four face design. The design is customizable with your choice of colors, dial markings, hands, lettering and accents.

FEATURES

- Aluminum Post, Saddle & Head - no plastic or fiberglass
- Nominal 24" Dial
- Automatic 99B-MI Control
- GPS satellite synchronization
- Style "MI" Clock Movements made by Electric Time
- Translucent Acrylic Dials backlit with LEDs
- Clear Tempered Glass Crystals
- Photocell Controlled Lighting
- Aluminum Header Plaques with raised 3/16" thick aluminum lettering - not vinyl
- UL & CUL Listed
- Weatherproof
- Wide Range of Dial Markings and Hand Designs
- Acid etched primer with Polyurethane top coat. Finish system tested and passed UV and Salt Spray ASTM test
- Wide Range of colors including Forest Green and Black
- Gold Highlighting
- Stainless Steel Anchor Rods with Templates included
- 3 Year Warranty
- 80 Years Serviceability

SPECIFICATIONS

- "Green" Lighting
- Standard Power Requirements 115VAC/60HZ
- 240 VAC/50HZ on request
- 



Mount Saint Mary's University
Emmitsburg, MD

OPTIONS

- Custom Color Match
 - Faux Finishes
- Gold Leaf Highlighting
- Custom Dial Graphics and Logos
 - Local Installation and Service
 - Polycarbonate Crystals
- Aluminum Saddle Plaques with raised 3/16" thick aluminum lettering - not vinyl
 - Cast Bronze Plaques

REFERENCE

- Drawing A-13652 Elevation
- Drawing A-5095 Foundation

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Potential Location for a Street Clock at City Hall



In place of the light pole circled in red