

**CITY of LAGUNA WOODS
CITY COUNCIL
AGENDA**

Adjourned Regular Meeting
Wednesday, April 29, 2015
2:00 p.m.

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

Cynthia Connors
Mayor

Noel Hatch
Mayor Pro Tem

Bert Hack
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 publically available.

Public Comments: Persons wishing to address the City Council are requested to complete and submit a speaker card to City staff. Speaker cards are available near the entrance to the meeting location. Persons wishing to address the City Council on an item appearing on this agenda will be called upon at the appropriate time during the item's consideration. Persons wishing to address the City Council on an item *not* appearing on the agenda will be called upon during the "Public Comments" item. Persons who do not wish to submit a Speaker Card, or who wish to remain anonymous, may indicate their desire to speak from the floor. Speakers are requested, but not required, to identify themselves.

Americans with Disabilities Act (ADA): It is the intention of the City to comply with the ADA. If you need assistance to participate in this meeting, please contact either the City Clerk's Office at (949) 639-0500/TTY (949) 639-0535 or the California Relay Service at (800) 735-2929/TTY (800) 735-2922. The City requests at least two business days' notice in order to effectively facilitate the provision of reasonable accommodations.

REGULAR MEETING SCHEDULE

The Laguna Woods City Council regularly meets on the third Wednesday of each month at 2 p.m.

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Regular and Adjourned Regular Meetings: Pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act, the City of Laguna Woods posts agendas at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City’s website (www.lagunawoodscity.org); and, at other locations designated by Resolution No. 02-33, at least 72 hours in advance of regular and adjourned regular meetings. Agendas and agenda materials are available at Laguna Woods City Hall during normal business hours and on the City’s website. Printed copies of agendas and agenda materials are provided at no charge in advance of meetings. After meetings have occurred, a per page fee is charged for printed copies.

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FOR ADDITIONAL INFORMATION

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

AFFIDAVIT OF POSTING

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

I, Yolie Trippy, Deputy City Clerk, City of Laguna Woods, hereby certify under penalty of perjury that this agenda was posted at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City’s website (www.lagunawoodscity.org); and, at other locations designated by Resolution No. 02-33, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.



YOLIE TRIPPY, Deputy City Clerk

4-24-15

Date

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. PRESENTATIONS AND CEREMONIAL MATTERS
- V. PUBLIC COMMENTS

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

VI. CONSENT CALENDAR

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

6.1 2015 Community Services Grant Program

Recommendation: Approve a Community Services Grant Program agreement for the 2015 calendar year with Age Well Senior Services, Inc. in the amount of \$75,000 and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.2 Community Development Block Grant (CDBG) Award

Recommendation: Authorize the City Manager to execute contracts and amendments with the County of Orange related to Phase X Energy Efficiency Improvements, Contract #15-22-0004-HR, and Community Development Block Grant (CDBG) funds awarded as a result of Bid #012-629323 Fiscal Year 2015-16 Housing Rehabilitation and Public Facilities & Improvements Request for Proposals, subject to approval as to form by the City Attorney.

6.3 Sphere of Influence Removal

Recommendation: Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RELATED TO THE CITY'S REMAINING SPHERE OF INFLUENCE AND A REQUEST FOR THE ORANGE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 56428 FOR A SPHERE OF INFLUENCE AMENDMENT TO REMOVE THE CITY'S REMAINING SPHERE OF INFLUENCE

VII. PUBLIC HEARINGS

VIII. CITY COUNCIL BUSINESS

8.1 General Plan Conservation Element Update

Recommendation: Discuss and provide direction to staff.

8.2 Fiscal Year 2015-16 Budget and Work Plan Development

Recommendation: Discuss and provide direction to staff.

IX. CITY COUNCIL REPORTS AND COMMENTS

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

9.1 Coastal Greenbelt Authority

Mayor Connors; Alternate: Councilmember Horne

9.2 Orange County Fire Authority

Mayor Pro Tem Hatch; Alternate: Mayor Connors

- 9.3 Orange County Library Advisory Board
Councilmember Horne; Alternate: Councilmember Moore
- 9.4 Orange County Mosquito and Vector Control District
Councilmember Horne
- 9.5 San Joaquin Hills Transportation Corridor Agency
Councilmember Hack; Alternate: Mayor Conners
- 9.6 Other Comments and Reports

X. CLOSED SESSION

- 10.1 The City Council will meet in closed session under the authority of California Government Code sections 54956.9(d)(2) and (e)(1) to discuss potential exposure to litigation in one case and under the authority of Government Code Section 54956.9(d)(4) to consider the potential initiation of litigation in the same case.

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Regular Meeting: Wednesday, May 20, 2015 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

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**6.1-6.3
CONSENT CALENDAR SUMMARY**

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**City of Laguna Woods
Agenda Report**

TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
FOR: April 29, 2015 Adjourned Regular Meeting
SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the April 29, 2015 Consent Calendar by single motion and City Council action.

Background

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

Discussion

The April 29, 2015 Consent Calendar contains the following items:

- 6.1 Approval of a Community Services Grant Program agreement for the 2015 calendar year with Age Well Senior Services, Inc. in the amount of \$75,000 and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. Funding for this grant award was allocated by the City Council on December 17, 2014, but held for future consideration as part of a broader discussion of increased City collaboration with Age Well Senior Services. Those discussions are ongoing; however, in the interest of ensuring that Age Well Senior Services is able to successfully implement its grant funded services in the 2015 calendar year, staff is now recommending that the proposed agreement be approved and executed.

- 6.2 Authorization for the City Manager to execute contracts and amendments with the County of Orange related to Phase X Energy Efficiency Improvements, Contract #15-22-0004-HR, and Community Development Block Grant (CDBG) funds awarded as a result of Bid #012-629323 Fiscal Year 2015-16 Housing Rehabilitation and Public Facilities & Improvements Request for Proposals, subject to approval as to form by the City Attorney. The Board of Supervisors will soon consider awarding \$135,000 in CDBG funds to the City for the Energy Efficiency Improvement Project, which has successfully assisted low income residents with residential energy efficiency improvements (e.g., installation of dual pane/Low-E glass windows and doors, screen doors, ceiling fans, and heat pumps) totaling more than \$1.4 million since its inception in Fiscal Year 2003-04. The proposed action would formalize signing authority related to that potential grant award.
- 6.3 Approval of a resolution related to the City's remaining sphere of influence and a request for the Orange County Local Agency Formation Commission to take proceedings pursuant to California Government Code Section 56428 for a sphere of influence amendment to remove the City's remaining sphere of influence. The City Council discussed sphere of influence matters on February 3, 2015 and reached consensus to pursue abandonment (removal) of the remaining sphere of influence in advance of the tentatively scheduled comprehensive update of the General Plan. The proposed resolution would provide formal direction to that effect. Funds to support this project are included in the Fiscal Year 2014-15 Budget.

6.1
2015 COMMUNITY SERVICES
GRANT PROGRAM

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**AGREEMENT FOR 2015 COMMUNITY SERVICES GRANT
FROM
CITY OF LAGUNA WOODS
TO
AGE WELL SENIOR SERVICES, INC.**

This AGREEMENT FOR 2015 COMMUNITY SERVICES GRANT ("AGREEMENT"), is made and entered into this _____ day of _____ 2015 ("EFFECTIVE DATE"), by and between the City of Laguna Woods, a California municipal corporation ("CITY"), and Age Well Senior Services, Inc. ("GRANTEE").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on January 1, 2015 and ending at 11:59 p.m. on January 31, 2016. All grant funded services shall be provided no later than December 31, 2015. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

GRANTEE shall perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

GRANTEE shall not be eligible for funding nor compensated by CITY 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. GRANTEE 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 GRANTEE the amounts specified in EXHIBIT "B" "GRANT FUNDING" and made a part of this AGREEMENT. Compensation for services shall not exceed the amounts specified in EXHIBIT "B" "GRANT FUNDING".

(b) GRANTEE shall furnish to CITY an **original** quarterly or annual report for all work performed and expenses incurred during the applicable period in accordance with the dates

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and terms outlined in EXHIBIT "B" "GRANT FUNDING". Each quarterly and annual report shall include information required by CITY, which is subject to change at discretion of CITY, and be in form satisfactory to CITY. CITY shall independently review each quarterly and annual report submitted by the GRANTEE 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 payment 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 quarterly or annual report shall be returned by CITY to GRANTEE for correction and resubmission.

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

(d) Payment to GRANTEE for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by GRANTEE, 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 GRANTEE.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

(a) CITY may inspect and accept or reject any of GRANTEE's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept GRANTEE'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 GRANTEE's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

(b) GRANTEE shall provide CITY or its respective elected and appointed boards, officials, officers, agents, employees and volunteers with on-site access to evaluate the services for which grant funds are awarded upon request.

SECTION 6. GRANTEE'S BOOKS AND RECORDS.

(a) GRANTEE shall maintain any and all documents and records demonstrating or relating to GRANTEE's and any of GRANTEE'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 and verification of the application of the amounts listed in EXHIBIT "B" "GRANT FUNDING" to the specific services provided by GRANTEE 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.

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

(e) GRANTEE acknowledges that CITY reserves the right to perform an independent audit of grant fund expenditures by an auditor of CITY's choosing, with or without cause, at any time within five (5) years of the end of this AGREEMENT.

SECTION 7. 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. GRANTEE 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 GRANTEE shall at all times be under GRANTEE'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 GRANTEE or any of GRANTEE's officers, officials, employees or agents, except as set forth in this AGREEMENT. GRANTEE shall not at any time or in any manner represent that GRANTEE or any of GRANTEE's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

(c) Neither GRANTEE, nor any of GRANTEE'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. GRANTEE expressly waives any claim GRANTEE may have to any such rights.

(d) This AGREEMENT shall in no way prohibit the CITY from entering into other agreements or contracts, hiring staff or making other such arrangements with other persons and/or

entities relative to the services set forth in EXHIBIT "A" "SCOPE OF SERVICES".

SECTION 8. STANDARD OF PERFORMANCE.

GRANTEE 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. GRANTEE 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, GRANTEE shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of GRANTEE under this AGREEMENT.

SECTION 9. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

(a) GRANTEE 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. GRANTEE shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. 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 GRANTEE to comply with this section.

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

SECTION 10. NONDISCRIMINATION.

GRANTEE shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, sexual orientation or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 11. POLITICAL AND RELIGIOUS ACTIVITY.

GRANTEE shall not conduct activities for funding under this AGREEMENT whose principal purpose or objective is the dissemination or advocacy of religious or political views.

SECTION 12. UNAUTHORIZED ALIENS.

GRANTEE shall comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not

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employ unauthorized aliens as defined therein. Should GRANTEE so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, GRANTEE shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) GRANTEE 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 GRANTEE's performance of services under this AGREEMENT. GRANTEE 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. GRANTEE 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 GRANTEE 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. GRANTEE is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by GRANTEE in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to GRANTEE. GRANTEE 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) GRANTEE, 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 GRANTEE gives CITY notice of such court order or subpoena.

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

(d) GRANTEE shall promptly notify CITY should GRANTEE, its officers, officials,

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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 GRANTEE or be present at any deposition, hearing or similar proceeding. GRANTEE agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by GRANTEE. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to GRANTEE or any other person for, and GRANTEE 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 GRANTEE's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of GRANTEE, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which GRANTEE has agreed to indemnify INDEMNITEES as provided above, GRANTEE, upon notice from CITY, shall defend INDEMNITEES at GRANTEE'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 GRANTEE under Section 16 shall insure GRANTEE's obligations under this section, but the limits of such insurance shall not limit the liability of GRANTEE hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

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

SECTION 16. INSURANCE.

GRANTEE 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. GRANTEE agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of GRANTEE 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 GRANTEE under this AGREEMENT. In recognition of that interest, GRANTEE shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of GRANTEE'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 GRANTEE, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors. GRANTEE shall be solely liable and responsible for the actions, conduct, and performance of subcontractors, including but not limited to ensuring their compliance with Section 10 of this AGREEMENT (Compliance with Applicable Laws; Permits and Licenses).

SECTION 18. CONTINUITY OF PERSONNEL.

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

SECTION 19. TERMINATION OF AGREEMENT.

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

(b) GRANTEE 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 GRANTEE to cease immediately all work in progress.

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

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

SECTION 20. DEFAULT.

In the event that GRANTEE is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating GRANTEE for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the GRANTEE. In the event of termination due to GRANTEE's default, GRANTEE shall also immediately repay to CITY the full amount of grant funds distributed to GRANTEE by CITY, whose expenditure has not at the time of GRANTEE'S default been previously approved by CITY pursuant to GRANTEE's quarterly or annual report, within thirty (30) days of the termination date.

SECTION 21. EXCUSABLE DELAYS.

GRANTEE 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 GRANTEE. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

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 GRANTEE in a reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

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

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

To CONSULTANT: Age Well Senior Services, Inc.
Attn: Chief Executive Officer
24300 El Toro Road, Building A, Suite 200
Laguna Woods, CA 92637

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

SECTION 24. AUTHORITY TO EXECUTE.

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

SECTION 25. BINDING EFFECT.

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

SECTION 26. MODIFICATION OF AGREEMENT.

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

SECTION 27. WAIVER.

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

SECTION 28. LAW TO GOVERN; VENUE.

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

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered

ITEM 6.1

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

SECTION 31. SEVERABILITY.

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

SECTION 32. NO THIRD PARTY BENEFICIARIES.

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

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

CITY OF LAGUNA WOODS:

By _____
Cynthia S. Conners, Mayor

_____ Date

CONSULTANT:

By _____
Marilyn L. Ditty, Chief Executive Officer

_____ Date

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

_____ Date

EXHIBIT "A"
SCOPE OF SERVICES

GRANTEE shall operate programs at the Florence Sylvester Memorial Senior Center intended to provide resources to help meet the needs of Laguna Woods residents who are aging in place and are 60 years of age or older. The programs shall include (1) activities, programs, and congregate meals to prevent social isolation and malnutrition, and delay premature institutionalization; (2) meal deliveries to homebound individuals to facilitate the maintenance or resumption of strength and delay premature institutionalization; and, (3) wellness programs to improve the performance of daily activities and individual quality of life.

GRANTEE shall operate adult day service programs serving Laguna Woods residents who are disabled or impaired in order to prevent or delay institutionalization and social isolation through creative activities and therapeutic interventions such as physical therapy, occupational therapy, speech therapy, nursing services, and nutrition. Adult day services shall also include support and education for caregivers to reduce burnout, stress, and related health problems.

GRANTEE shall operate a transportation program serving Laguna Woods residents. The program shall include scheduling, dispatch, and coordination of door-to-door transportation from residences to the Florence Sylvester Memorial Senior Center, South County Adult Day Services, doctor's appointments, and social destinations. Transportation services provided under this AGREEMENT shall only be used by Laguna Woods residents with a disability and/or economic disadvantage and shall be offered without charge to qualifying residents.

In accordance with this AGREEMENT, GRANTEE shall prepare and submit to CITY reports concerning the performance of the work in this AGREEMENT as CITY shall require. In addition to any other reporting required by CITY, GRANTEE shall provide the information described in Table A-1, below, with all reports required pursuant to EXHIBIT B of this AGREEMENT.

Minimum required deliverables are identified as "minimum" on Table A-1.

[See next page for Table A-1]

Table A-1: Minimum Reporting Standards

Deliverable	Total Number of Events Conducted (BY QUARTER AND DELIVERABLE)				Total Number of Unique Laguna Woods Residents Provided Services (BY QUARTER AND DELIVERABLE)			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Legal/Tax Assistance Sessions (Minimum: 2,000 individual sessions)								
Congregate Meals Served (Minimum: daily, non-holiday, weekday lunches)								
Meals-on-Wheels Served (Minimum: three meals daily, non-holiday, weekdays)								
Wellness Programs (Estimate: 50 health screening/presentation events)								
Adult Day Service Programs (Minimum: daily, non-holiday, weekdays)								
Transportation – One-way trips to/from the Florence Sylvester Memorial Senior Center								
Transportation – One-way trips to/from South County Adult Day Services								
Transportation – One-way trips to/from doctor’s appointments								
Transportation – One-way trips to/from social destinations								
Total Number of One-Way Transportation Trips Provided to Laguna Woods Residents (OVERALL)	Minimum: 5,000							
Total Number of Unique Laguna Woods Residents Provided Services (OVERALL)	Estimate: 500							

EXHIBIT "B"
GRANT FUNDING

GRANTEE shall be compensated in the total amount of \$75,000.

GRANTEE shall receive three quarterly payments from CITY of one-third of the overall grant award (\$25,000). The initial payment shall be mailed by CITY to GRANTEE by May 11, 2015. Subsequent payments shall be mailed by CITY to GRANTEE following CITY's receipt of quarterly or annual reports from GRANTEE in form sufficient to CITY.

GRANTEE's failure to submit a report in form sufficient to CITY shall preclude GRANTEE from receiving subsequent payments until the required reports are submitted by GRANTEE and received and deemed complete by CITY.

At the expiration or earlier termination of this AGREEMENT, GRANTEE shall return any unused grant funds, or grant funds whose expenditure was not approved by CITY, to CITY within 30 days of the end of this AGREEMENT.

Table B-1: Grant Payment and Reporting Table

Quarter	GRANTEE's Quarterly Report Due to CITY	GRANTEE's Annual Report Due to CITY	Quarterly Payment Mailed by CITY to GRANTEE
1 (January-March)	July 30, 2015	N/A	By May 11, 2015
2 (April-June)	July 30, 2015	N/A	Within 30 days of the receipt of the required report in form sufficient to CITY
3 (July-September)	October 30, 2015	N/A	
4 (October-December)	N/A	January 30, 2016	

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. GRANTEE 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 GRANTEE, 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. GRANTEE shall provide the following scope and limits of insurance:

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

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

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

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

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

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

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

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

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

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

ITEM 6.1

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 GRANTEE performs; products and completed operations of GRANTEE; premises owned, occupied or used by GRANTEE; or automobiles owned, leased, hired or borrowed by GRANTEE. 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) GRANTEE'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, GRANTEE's insurance.

(3) GRANTEE'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 GRANTEE.

C. Other Requirements. GRANTEE 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 GRANTEE furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

ITEM 6.1

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 GRANTEE 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 GRANTEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

6.2
**COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) AWARD
(NO REPORT)**

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6.3 SPHERE OF INFLUENCE REMOVAL

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RESOLUTION NO. 15-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RELATED TO THE CITY'S REMAINING SPHERE OF INFLUENCE AND A REQUEST FOR THE ORANGE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 56428 FOR A SPHERE OF INFLUENCE AMENDMENT TO REMOVE THE CITY'S REMAINING SPHERE OF INFLUENCE

WHEREAS, in 2007, the Orange County Local Agency Formation Commission, State of California ("LAFCO") approved the annexation by the City of Laguna Woods of approximately 172 acres of open space land owned at the time by The Irvine Company and referred to as "Laguna Laurel," and the creation of an adjacent, approximately six-acre sphere of influence comprised of parcels that might be affected by Laguna Canyon Road (SR-133) widening and realignment; and

WHEREAS, the approximately six-acre sphere of influence comprises the entirety of the City of Laguna Woods' remaining sphere of influence and is generally bordered by the City of Irvine to the north, the City of Laguna Woods to the south and east, and Laguna Canyon Road (SR-133) to the west; and

WHEREAS, the City of Laguna Woods' remaining sphere of influence is referred to as the "Laguna Laurel Sphere of Influence"; and

WHEREAS, on October 16, 2013, the City Council approved Resolution No. 13-17, which requested that LAFCO initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 for the annexation of the Laguna Laurel Sphere of Influence by the City of Laguna Woods; and

WHEREAS, the City Council initially chose to pursue annexation in order to continue to preserve the Laguna Laurel Sphere of Influence property as natural open space and effectuate a logical extension of jurisdictional boundaries; and

WHEREAS, the City of Laguna Woods subsequently conducted additional analysis and determined that as a result of the Laguna Laurel Sphere of Influence property's limited size and governmental ownership, as well as the irrevocable open space easement placed on much of the Laguna Laurel property, it is unlikely that the

existing roadway-related and largely undeveloped open space uses on the Laguna Laurel Sphere of Influence property would change significantly in the future; and

WHEREAS, the City of Laguna Woods has determined that removing the Laguna Laurel Sphere of Influence could not be reasonably seen as either increasing the development potential for the property or creating any adverse impacts related to jurisdictional boundaries.

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. Resolution No. 13-17 is hereby rescinded.

SECTION 3. The City Council desires to have LAFCO initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, as amended, for a sphere of influence amendment to remove the Laguna Laurel Sphere of Influence.

SECTION 4. The City Council directs staff to prepare and submit to LAFCO an application, and any supporting documentation and fees required, for a sphere of influence amendment to remove the Laguna Laurel Sphere of Influence, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, as amended.

SECTION 5. If approved by LAFCO, the sphere of influence amendment to remove the Laguna Laurel Sphere of Influence would not constitute a reorganization of the boundaries between the County of Orange and the City of Laguna Woods.

SECTION 6. A sphere of influence amendment to remove the Laguna Laurel Sphere of Influence is not a project under the requirements of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 7. The Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED ON this XX day of XX 2015.

CYNTHIA S. CONNERS, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 15-XX** was duly adopted by the City Council of the City of Laguna Woods at an adjourned regular meeting thereof, held on the XX day of XX 2015, by the following vote:

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

YOLIE TRIPPY, Deputy City Clerk

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8.1
GENERAL PLAN
CONSERVATION ELEMENT UPDATE

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: April 29, 2015 Adjourned Regular Meeting

SUBJECT: General Plan Conservation Element Update

Recommendation

Discuss and provide direction to staff.

Background

The City's Fiscal Year 2014-15 Budget includes the following work plan item:

- General Plan Conservation Element Update – Update the General Plan Conservation Element in order to enhance long-term commitments to environmental sustainability; expand consideration of water and energy issues in the General Plan; incorporate the forthcoming Climate Adaptation Plan; and, prepare technical reports that would also be used to inform the Comprehensive General Plan Update.

State law requires that General Plans include a Conservation Element, as follows:

- California Government Code Section 65302(g) – [The General Plan must include] a conservation element for the conservation, development, and utilization of natural resources including water and its hydraulic force, forests, soils, rivers and other waters, harbors, fisheries, wildlife, minerals, and other natural resources. That portion of the conservation element including waters shall be developed in coordination with any countywide water agency and with all district and city agencies, which have developed, served, controlled or conserved water for any purpose for the county or city

for which the plan is prepared. Coordination shall include the discussion and evaluation of any water supply and demand information described in Section 65352.5, if that information has been submitted by the water agency to the city or county.

Discussion

Today’s meeting is an opportunity for the City Council to receive public input and provide direction to staff on the General Plan Conservation Element Update. The feedback received at this meeting will be used to finalize a draft of the updated Conservation Element in a manner that reflects the City Council’s goals and intent. Direction is specifically requested on the treatment of land resources in the updated Conservation Element (e.g., mining and sub-surface resource extraction).

A complete draft of the updated Conservation Element will be presented at a future City Council meeting. Prior to the City Council’s consideration of adoption, the proposed updated Conservation Element will also be noticed and made available for public review with environmental documentation prepared in accordance with the California Environmental Quality Act (CEQA).

Priority Issues

The City’s General Plan elements are organized by priority issues. The following eight priority issues have been identified for the updated Conservation Element:

Air Resources	Biological Resources	Cultural Resources	Energy Resources
Land Resources	Water Resources	Greenhouse Gas Emissions	Waste and Recycling

Staff will provide additional information on the status of this project and potential goals, policy objectives, and implementation actions at today’s meeting.

Fiscal Impact

Funds to support this project are included in the Fiscal Year 2014-15 Budget.

8.2
FISCAL YEAR 2015-16 BUDGET
AND WORK PLAN DEVELOPMENT

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: April 29, 2015 Adjourned Regular Meeting

SUBJECT: Fiscal Year 2015-16 Budget and Work Plan Development

Recommendation

Discuss and provide direction to staff.

Discussion

Today's meeting is one of several opportunities for the City Council to receive public input and provide direction to staff on the development of the City's Fiscal Year 2015-16 Budget and Work Plan.

Fiscal Year 2015-16 Budget and Work Plan Meeting Schedule (tentative and subject to change)	
Tuesday, February 3, 2015 at 9 a.m.	preliminary input NEW ✓
Wednesday, April 15, 2015 at 2 p.m.	General Plan discussion NEW ✓
Wednesday, April 29, 2015 at 2 p.m.	– kick-off workshop
Wednesday, May 20, 2015 at 2 p.m.	– discussion and development
Wednesday, June 17, 2015 at 2 p.m.	– discussion and development
Wednesday, June 24, 2015 at 2 p.m.	– consideration of adoption

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