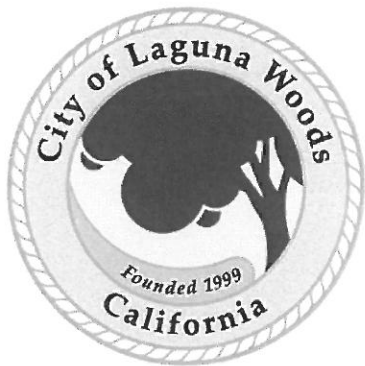




AGENDA of THE LAGUNA WOODS CITY COUNCIL

**Regular Meeting
December 18, 2013
2:00 P.M.**

**Council Chambers
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, CA 92637**

AGENDA DESCRIPTION: The Agenda descriptions are intended to give notice, to members of the public, of a general summary of items of business to be transacted or discussed. The listed Recommended Action represents staff or a particular Committee's recommendation. The City Council may take any action, which it deems to be appropriate on the agenda item and is not limited in any way by the recommended action. Any person wishing to address the City Council on any matter, whether or not it appears on this agenda, is requested to complete a "Request to Speak" form available at the door. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. Whenever possible, lengthy testimony should be presented to the City Council in writing (8 copies) and only pertinent points presented orally. Requests to speak to items on the agenda shall be heard at the appropriate point on the agenda; requests to speak about subjects not on the agenda will be heard during the Public Comment section of the meeting.

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

COUNCILMEMBERS: ___ Connors ___ Hatch
___ Hack, Mayor Pro Tem ___ Ring, Mayor

IV. PRESENTATIONS

- 4.1 Presentations to Milt Robbins, former City Councilmember

V. CITY COMMENDATIONS AND PROCLAMATIONS

- 5.1 Commendation – Milt Robbins, former City Councilmember

VI. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

- 6.1 City Council Minutes

RECOMMENDED ACTION: Approve the minutes from the November 20, 2013 regular meeting and the December 3, 2013 special meeting.

- 6.2 Approve the reading by title of all ordinances and resolutions. Said ordinances and resolutions that appear on the public agenda shall be determined to have been read by title only and further reading waived.

RECOMMENDED ACTION: Waive reading of ordinances and resolutions.

- 6.3 Treasurer's Report

RECOMMENDED ACTION: Receive and file the November 2013 monthly Treasurer's Report.

- 6.4 Warrant Register

RECOMMENDED ACTION: Approve the December 18, 2013 Warrant Register in the amount of \$872,138.96.

- 6.5 Investment Policy

RECOMMENDED ACTION: Approve a resolution acknowledging the City Council's annual review of the City's investment policy, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA WOODS, CALIFORNIA, ACKNOWLEDGING THE
REVIEW, RECEIPT AND FILING OF THE ANNUAL
STATEMENT OF INVESTMENT POLICY

6.6 Fiscal Year 2012-13 Development Impact Fees Fund Report

RECOMMENDED ACTION: Receive and file the Development Impact Fees Fund Report for Fiscal Year 2012-13 and ratify the expenditures detailed thereon.

6.7 Fiscal Year 2013-14 Budget Appropriations

RECOMMENDED ACTION: Approve a resolution amending Fiscal Year 2013-14 budget appropriations, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA WOODS, CALIFORNIA, APPROVING AMENDED
BUDGET APPROPRIATIONS FOR THE FISCAL YEAR
COMMENCING JULY 1, 2013 AND ENDING JUNE 30, 2014

6.8 Measure M2 Expenditure Report

RECOMMENDED ACTION: Approve a resolution adopting the City's Measure M2 Expenditure Report, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA WOODS, CALIFORNIA, CONCERNING THE
MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF
LAGUNA WOODS

6.9 Off-Street Parking Regulations – Alternative Vehicle Standards

RECOMMENDED ACTION: Adopt an ordinance modifying off-street parking regulations, entitled:

AN ORDINANCE OF THE CITY OF LAGUNA WOODS,
CALIFORNIA, AMENDING CHAPTER 13.18 OF THE

LAGUNA WOODS MUNICIPAL CODE PERTAINING TO OFF-STREET PARKING REGULATIONS

6.10 City Attorney Services

RECOMMENDED ACTION: Approve the ratification, extension, and modification of the City's agreement with Rutan & Tucker, LLP for the provision of City Attorney services from July 1, 2013 through June 30, 2015, as submitted; and authorize the Mayor to execute the agreement.

6.11 As Needed Landscape Architecture and Forestry Services

RECOMMENDED ACTION: Approve an agreement with NUVIS for as needed landscape architecture and forestry services, as submitted; and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.12 City Manager Goals and Objectives

RECOMMENDED ACTION: Approve initial goals and objectives for the City Manager's employment, as submitted.

6.13 City Council Meeting Schedule

RECOMMENDED ACTION: Approve the amended City Council meeting schedule through June 2014, as submitted.

VII. PUBLIC HEARINGS – None

VIII. CITY COUNCIL BUSINESS

8.1 Ad Hoc Economic/Community Development Committee

RECOMMENDED ACTION: Direct staff to identify potential website and technological improvements to provide greater electronic resources for residents, businesses, and contractors.

8.2 Audit Ad Hoc Committee

RECOMMENDED ACTION: Appoint two members of the City Council to an ad hoc audit committee through June 30, 2014 to work with the City's independent audit firm on matters related to the Fiscal Year 2012-13 audit.

8.3 City Council Reorganization – Office of Mayor

RECOMMENDED ACTION:

- A. Receive comments from outgoing Mayor Ring; and
- B. Appoint a Mayor to serve through December 2014; and
- C. Receive comments from the newly appointed Mayor.

8.4 City Council Reorganization – Office of Mayor Pro Tem

RECOMMENDED ACTION: Appoint a Mayor Pro Tem to serve through December 2014.

IX. COMMITTEE REPORTS

9.1 Transportation Corridor Agencies (Mayor Pro Tem Hack)

9.2 Orange County Library Advisory Board (Vacant)

9.3 Orange County Fire Authority Board of Directors (Councilmember Hatch)

9.4 Southern California Water Committee (Mayor Pro Tem Hack)

9.5 Coastal Greenbelt Authority (Councilmember Connors)

9.6 Orange County Vector Control District Board of Trustees (Vacant)

X. PUBLIC COMMENTS

XI. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS

11.1 Reports on Meetings Attended per Government Code §53232.3

State law requires Councilmembers to provide a report on all meetings or events they attend for which the City pays fees, travel or other expenses. These are informational reports and no action is taken on the item.

- A. League of California Cities' Orange County Division General Membership Meeting, November 21, 2013: Mayor Ring, Mayor Pro Tem Hack
- B. Southern California Association of Governments' Southern California Economic Recovery and Job Creation Summit, December 5, 2013: Mayor Pro Tem Hack
- C. Water Advisory Committee, December 13, 2013: Mayor Pro Tem Hack

11.2 Other Meetings, Comments, and Announcements

XII. CLOSED SESSION – None

XIII. ADJOURNMENT

The meeting will be adjourned to a special meeting of the City Council at 2:00 p.m. on Tuesday, January 7, 2014 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

AMERICANS WITH DISABILITIES ACT: In compliance with Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk at (949) 639-0500 (Voice) or, TDD (949) 639-0535 or the California Relay Service at (800) 735-2929 if you have a TDD or (800) 735-2922 if you do not have a TDD. Notification 48 hours prior to the meeting should enable the City to make reasonable arrangements to assure accessibility to the meeting.

AGENDA: The City Council agenda and agenda back-up materials are available from the Office of the City Clerk, after 4:30 p.m., on the Friday prior to the City Council meeting. The office of the City Clerk is located at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637. Copies of the agenda are provided at no cost. Agenda back-up materials are available at City Hall for inspection and copies are available at no charge prior to the meeting. A per page copy cost does apply after the meeting. If you wish to be added to the e-mail or regular mail list to receive a copy of the agenda, a request must be made to the City Clerk in writing. Copies of the agenda are mailed only if stamped, self-addressed envelopes are provided. The City of Laguna Woods mailing address is 24264 El Toro Road, Laguna Woods, CA 92637. Phone: (949) 639-0500, FAX (949) 639-0591.

I declare under penalty of perjury that I posted this notice of agenda at the locations designated by Resolution 02-33.

Date

12/13/13

Marc Donohue, Deputy City Clerk

5.1
COMMENDATION – MILT ROBBINS,
FORMER CITY COUNCILMEMBER

CERTIFICATE OF COMMENDATION

the

City Council of the City of Laguna Woods

Commends

Milt Robbins

for his dedicated service during

December 2004 – November 2013

as a member of the

***City Council
of the
City of Laguna Woods***

Robert B. Ring, Mayor

Marc Donohue, Deputy City Clerk

6.1-6.13
CONSENT CALENDAR SUMMARY

**City of Laguna Woods
Agenda Report**

DATE: December 18, 2013 Regular City Council Meeting

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

AGENDA ITEM: Consent Calendar

Recommended Action

Approve all proposed actions on the December 18, 2013 Consent Calendar by single motion and City Council action.

Discussion

In general, the Consent Calendar contains routine matters or matters that have already been discussed by the City Council. It is adopted in total with a single motion and City Council action. However, if any Councilmember or member of the public has questions or wishes to discuss an item further, the item may be removed from the Consent Calendar and placed later on the agenda for discussion and action. The way to remove an item from the Consent Calendar is to request its removal, by agenda item number, immediately prior to the adoption of the Consent Calendar. Members of the public may fill out a request to speak on the item they wish removed and the City Clerk will note the item for removal. No reason need be given with the request. Items pulled from the Consent Calendar are not discussed at the time they are pulled; they are scheduled for discussion immediately after action on the balance of the Consent Calendar.

The December 18, 2013 Consent Calendar contains the following items:

- 6.1 Approval of City Council meeting minutes from the November 20, 2013 regular meeting and the December 3, 2013 special meeting, as submitted.
- 6.2 Approval of a motion to allow reading proposed ordinances and resolutions by title only – this is a standard practice in cities. If this motion is not

approved, all ordinances and resolutions must be read out loud in their entirety during the City Council meeting.

- 6.3 Approval of a motion to receive and file the November 2013 monthly Treasurer's Report as submitted.
- 6.4 Approval of the December 18, 2013 Warrant Register, as submitted, in the total amount of \$872,138.96. A list of all warrants is included in the agenda packet; detailed information about individual warrants is available in the Finance Manager's office.
- 6.5 Approval of a resolution acknowledging the City Council's annual review of the City's investment policy. To assure that there is adequate and ongoing oversight and review, California Government Code Sections 5921 and 53600 et seq. require the City Council to review its investment policies each year even if no modifications are contemplated. No modifications are proposed at this time; however, staff will continue to follow news regarding changes to the Federal Reserve's monetary policy and research investment options that might provide a higher rate of return than the rate currently provided through the Local Agency Investment Fund (LAIF), while seeking to maintain safety and liquidity. Policy modifications would require City Council approval.
- 6.6 Receive and file the Development Impact Fees Fund Report for Fiscal Year 2012-13 and ratify the expenditures detailed thereon. This report is prepared annually and is submitted in accordance with California Government Code Section 66006. Currently, the only development impact fees collected by the City are park in-lieu fees. The City has received only one such deposit (San Sebastian condominium project, June 2006). All development impact fees were budgeted as of July 2010. During the current reporting period (July 1, 2012 through June 30, 2013), \$14,089 of park in-lieu fees were expended on improvements at Ridge Route Linear Park. All development impact fees collected by the City have been expended and the fund balance is zero.
- 6.7 Approval of a resolution amending the General Fund budget appropriation for Fiscal Year 2013-14 to reflect previous City Council actions related to the management transition. The existing General Fund budget appropriation for Fiscal Year 2013-14 (July 1, 2013 through June 30, 2014) is \$4,340,913. That amount is \$328,387 less than the \$4,669,300 in projected General Fund revenues over the same period. The recommended action would increase the budget appropriation by \$130,499 resulting in a new total appropriation of

\$4,471,412. The amended budget would still be \$197,888 less than projected revenues and include an Economic Uncertainties Reserve of \$210,254.

- 6.8 Approval of a resolution adopting the Measure M2 Expenditure Report. This report is required by Local Transportation Authority Ordinance No. 3, which was adopted by Orange County voters in November 2006 as Measure M2. Cities are required to account annually for net revenues, developer/traffic impact fees, and funds expended to meet Measure M2 maintenance of effort requirements. This report must be submitted annually within six months of the end of the City's fiscal year (June 30), which is December 31.
- 6.9 Adoption of an ordinance adopting off-street parking regulations—alternative vehicle standards. This ordinance was approved for introduction and first reading at the regular City Council meeting on November 20, 2013 and would reincorporate certain off-street parking regulations related to alternative vehicle standards into the Laguna Woods Municipal Code. The proposed regulations were initially adopted as part of Ordinance 09-07 and are proposed to be readopted into the Laguna Woods Municipal Code. The proposed regulations allow for the substitution of alternative vehicle parking for a percentage of regular parking spaces.
- 6.10 Approval of the ratification, extension, and modification of the City's agreement with Rutan & Tucker, LLP for the provision of City Attorney services from July 1, 2013 to June 30, 2015. The agreement would extend through June 30, 2015 and continue unchanged with the exception of the hourly rate for the first 25 hours of service each month, which would increase from \$195 per hour to \$225 per hour beginning July 1, 2014, and the hourly rate for litigation and special projects, which would increase from \$250 per hour to \$275 per hour beginning July 1, 2014.
- 6.11 Approval of an agreement with NUVIS for as needed landscape architecture and forestry services. The term of the agreement would be from execution through June 30, 2016 with the possibility of two extensions of no more than one fiscal year at a time at the City's discretion. City Council approval would permit the City Manager to exercise the optional extensions if satisfactory service is performed. The City issued a Request for Proposal on November 1, 2013 and six proposals were received in response (Cornerstone Studios, David Evans and Associates, Lynn Capouya, Inc., NUVIS, Richard Fisher Associates, and RJM Design Group). All six firms were interviewed by staff, after which the unanimous recommendation was NUVIS based on

their team's experience, depth of personnel, and strong approach to public engagement and participation throughout park design processes.

- 6.12 Approval of initial goals and objectives for the City Manager's employment. Section 7(a) of the City Manager's Employment Agreement requires that the City Council define initial goals and objectives for the City Manager "which they mutually determine necessary for the proper operation of the City in the attainment of the Council's policy objectives." The City Council-appointed Ad Hoc City Manager Goals and Objectives Committee consisting of Mayor Pro Tem Hack and Councilmember Hatch is recommending approval of this item to satisfy that requirement. If approved, the goals and objectives will be delivered to the City Manager with a copy to the City Attorney.
- 6.13 Approval of an amended City Council meeting schedule through June 2014. This schedule reflects previous City Council actions to schedule a Special Meeting for January 7, 2013 related to the existing City Council vacancy and an Adjourned Regular Meeting on January 22, 2013 to conduct City business.

6.1
CITY COUNCIL MINUTES

**CITY OF LAGUNA WOODS, CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
November 20, 2013
2:00 P.M.**

I. CALL TO ORDER

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

II. FLAG SALUTE

Allyn Mattox led the flag salute.

III. ROLL CALL

COUNCILMEMBER: PRESENT: Conners, Hack, Hatch, Robbins, Ring
 ABSENT: None

STAFF PRESENT: City Manager Macon, City Attorney Cosgrove, Community
 Services Manager Foley, Deputy City Clerk Donohue

IV. PRESENTATIONS

4.1 Wildlife Corridor Presentation – Coastal Greenbelt Authority

Melanie Schlotterbeck, on behalf of Laguna Greenbelt, Inc., and Mary Fegraus provided a presentation on the Wildlife Corridor and responded to questions.

V. CITY COMMENDATIONS AND PROCLAMATIONS

Moved by Mayor Pro Tem Robbins, seconded by Councilmember Conners, and carried unanimously to approve the Proclamation.

5.1 Proclamation – Pancreatic Cancer Awareness Month, November 2013

Mayor Ring presented the proclamation to Allyn Mattox.

VI. CONSENT CALENDAR

City Attorney Cosgrove requested that the City Council add an item to the agenda pursuant to California Government Code Section 54954.2(b)(2) under closed session pursuant to Government Code Section 54956.9(d)(1). The need to take action on this item arose with the pending appeal against the City under Case Number G048062, Schwarz v. City of Laguna Woods. He stated that

the City received a settlement offer after the City Council agenda was posted.

Moved by Councilmember Hack, seconded by Mayor Pro Tem Robbins, and carried unanimously to add the closed session item as requested by the City Attorney.

Moved by Mayor Pro Tem Robbins, seconded by Councilmember Conners, and carried unanimously to approve Consent Calendar Items 6.1 – 6.6.

6.1 Approved the City Council meeting minutes from the October 16, 2013 regular meeting and the October 30, 2013 adjourned regular meeting.

6.2 Approved the reading by title of all ordinances and resolutions. Said ordinances and resolutions that appear on the public agenda shall be determined to have been read by title only and further reading waived.

6.3 Treasurer's Reports

Received and filed the October 2013 monthly and First Quarter Fiscal Year 2013-14 Quarterly Treasurer's Reports.

6.4 Warrant Register

Approved the November 20, 2013 Warrant Register in the amount of \$716,464.62.

6.5 El Toro Road and Moulton Parkway Measure M2 Regional Traffic Signal Synchronization Project Applications

Approved a resolution authorizing applications for Measure M2 Regional Traffic Signal Synchronization Program funding from the Orange County Transportation Authority, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING THE SUBMITTAL OF THE EL TORO ROAD REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT AND THE MOULTON PARKWAY REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPETITIVE MEASURE M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM.

6.6 2013 California Building Standards & Local Amendments

A. Adopted an ordinance adopting 2013 California building standards and local amendments, entitled:

AN ORDINANCE OF THE CITY OF LAGUNA WOODS, CALIFORNIA

AMENDING TITLE 10 OF THE LAGUNA WOODS MUNICIPAL CODE BY ADOPTING BUILDING AND SAFETY ADMINISTRATIVE PROVISIONS, BY REFERENCE THE 2013 EDITIONS OF THE CALIFORNIA BUILDING, FIRE, RESIDENTIAL, PLUMBING, ELECTRICAL, MECHANICAL AND GREEN BUILDING STANDARDS CODES, AND RELATED MODEL AND UNIFORM CODES, WITH REFERENCE STANDARDS, APPENDICES AND AMENDMENTS THERETO

- B. Approved a resolution setting forth findings with respect to local conditions within the City that justify modifications and changes to 2013 California building standards, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, SETTING FORTH FINDINGS WITH RESPECT TO LOCAL CONDITIONS WITHIN THE CITY THAT JUSTIFY CERTAIN MODIFICATIONS AND CHANGES TO THE CALIFORNIA BUILDING CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA PLUMBING CODE, THE CALIFORNIA MECHANICAL CODE, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA RESIDENTIAL CODE, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE

VII. PUBLIC HEARINGS

7.1 Off-Street Parking Regulations – Alternative Vehicle Standards

City Manager Macon summarized the agenda report.

Councilmember Hack asked if the regulations would only apply to public property.

City Manager Macon stated that the regulations are general development standards that would apply to both public and private property.

The public hearing was opened.

There being no requests to speak, the public hearing was closed.

Moved by Councilmember Conners, seconded by Mayor Pro Tem Robbins, and carried unanimously to approve the introduction and first reading of an ordinance modifying off-street parking regulations, entitled:

AN ORDINANCE OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 13.18 OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO OFF-STREET PARKING REGULATIONS

VIII. CITY COUNCIL BUSINESS**8.1 2014 Community Services Grants**

City Manager Macon and Community Services Manager Foley summarized the agenda report.

Councilmember Hack expressed his support for the grants.

Councilmember Hatch asked if there will be a decrease of transportation services provided by Age Well Senior Services.

Community Services Manager Foley stated that, in the past, Age Well Senior Services has had to modify their services to stay within budget. He noted that there is currently no indication as to what extent services will be affected.

Moved by Councilmember Hack, seconded by Councilmember Hatch, and carried unanimously to award a total of \$150,000 in community services grants for the 2014 calendar year in the following amounts and in accordance with each organization's application:

- A. \$75,000 to Age Well Senior Services (\$30,000 for general operations at the Florence Sylvester Memorial Senior Center, \$22,500 for adult day services, and \$22,500 for transportation);
- B. \$20,000 to the Braille Institute;
- C. \$20,000 to South County Outreach;
- D. \$15,000 to the Foundation of Laguna Woods Village;
- E. \$8,000 to the Dayle McIntosh Center;
- F. \$7,000 to the Roxanna Todd Hodges Foundation; AND
- G. \$5,000 to the Trauma Intervention Program.

8.2 Ad Hoc Economic/Community Development Committee

Councilmember Conners summarized the agenda report and provided information on the Ad Hoc Committee's recent contractor's and business roundtables.

Mayor Ring stated that both roundtables had good turnouts. He noted that the suggestions from the Ad Hoc Committee are designed to make the City run more efficiently.

Councilmember Conners noted that attendees of the both roundtables showed appreciation for the City listening and taking in their suggestions.

Mayor Pro Tem Robbins expressed his support for accepting credit cards at City Hall. He noted that it will make it easier to conduct business in the City.

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

unanimously to direct staff to pursue expanding payment options for City services to include credit cards, debit cards, and electronic fund transfers.

Councilmember Hack suggested separating planning and building counter hours for contractors and residents.

City Manager Macon stated that is one of the options that staff will be looking into.

Councilmember Hatch asked how the City compares to surrounding cities with services provided at the planning and building counter.

Mayor Ring stated that in certain regards the City is not as up to date as some other cities. He referenced electronic building permits as an example.

Councilmember Hatch asked if the City is behind from a technological standpoint.

City Manager Macon stated that the City does not have the same extent of electronic systems that other cities have.

Moved by Councilmember Conners, seconded by Mayor Ring, and carried unanimously to direct the City Manager to identify potential organizational improvements to (1) expedite permit counter issuance and operations; (2) decrease plan check review times; and, (3) increase access to inspectors for inspection follow-up.

8.3 Conflict of Interest Code

City Manager Macon summarized the agenda report.

Mayor Ring asked if the Statement of Economic Interests that staff are required to file is similar to the one that the City Council has to file.

City Manager stated that they are the same.

Moved by Councilmember Hack, seconded by Mayor Pro Tem Robbins, and carried unanimously to approve a resolution amending the City's conflict of interest code, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA RECINDING RESOLUTION NO. 02-31 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE

8.4 Disaster Recovery Initiative Grant Update

City Manager Macon summarized the agenda report.

Councilmember Hack stated that availability of cooling centers will be extremely

important in the coming years.

City Manager Macon stated that instances of extreme heat and energy shortages are high on the list of concerns for the future.

Councilmember Hatch asked if earthquakes will be part of the safety discussion in the near future.

City Manager Macon stated earthquakes will be included in the updated Safety Element.

Councilmember Hatch asked if any direction on where to go or what to do in cases of an earthquake will be included in the Safety Element.

City Manager Macon stated that the General Plan is a broader policy document. He noted that there is a proposed implementation action for the Safety Element that relates to the provision of public information and evacuation planning.

Councilmember Connors stated that she believes the community needs to be prepared to respond to potential wildfires in the future and needs to start thinking about water supply. She noted that landscaped areas will likely have to give way to xeriscaping.

Councilmember Hatch asked about the Orange County Fire Authority's concerns related to the availability of water.

Chief Bryce stated that water districts have various reservoirs, but that water conservation is an important course of action.

Linda Wilson, member of the Laguna Woods Village Disaster Preparedness Task Force, requested that the City involve the Task Force in disaster-related projects.

IX. COMMITTEE REPORTS

9.1 Transportation Corridor Agencies (Councilmember Hack)

Councilmember Hack reported that the Agency is working on cash-less toll roads and encouraged the use of transponders.

Councilmember Hatch asked when the cash-less toll roads will be in effect.

Councilmember Hack responded around April or May 2014.

9.2 Orange County Library Board (Mayor Pro Tem Robbins)

Mayor Pro Tem Robbins reported that he was unable to attend the meeting.

9.3 Orange County Fire Authority (Councilmember Hatch)

Councilmember Hatch reported that the 16th member agency approved the amended joint powers agreement with the Orange County Fire Authority. He stated that six cities have yet to act on the agreement. He noted that 15 agencies have authorized their attorney to join in supporting the Orange County Fire Authority's validation action.

9.4 Southern California Water Committee (Councilmember Hack)

Councilmember Hack reported that reservoirs around the state are depleting rapidly.

9.5 Coastal Greenbelt Authority (Councilmember Conners)

Councilmember Conners reported that the Authority will be meeting later in the week.

9.6 Vector Control District Board (Mayor Pro Tem Robbins)

Mayor Pro Tem Robbins reported that the Board will be meeting later in the week. He noted that no dead birds were picked up in the City.

X. PUBLIC COMMENTS – None

XI. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS

11.1 Reports on Meetings Attended per Government Code §53232.3.

A. Water Advisory Committee, November 1, 2013: Councilmember Hack

Councilmember Hack reported that the committee discussed water desalination and water availability, including issues related to snow pack.

11.2 Other Meetings, Comments and Announcements

Councilmember Hatch discussed water rationing that was implemented when he was living in the city of Pasadena. He has hopes that Laguna Woods Village will consider implementing the same program if water shortages become a bigger issue.

Councilmember Conners encouraged the use of waterless urinals for water conservation.

Mayor Ring reported on the City Selection Committee meeting. He stated that there were two close elections for the Orange County Transportation Authority and the Local Agency Formation Commission.

Mayor Pro Tem Robbins announced his resignation from the City Council effective November 30, 2013.

Mayor Ring stated that the City Council would like to honor Mayor Pro Tem Robbins at the December 18, 2013 City Council meeting. He noted that the community is a better

place because of Mayor Pro Tem Robbins' contributions.

XII. CLOSED SESSION

- 12.1 The City Council meet in closed session to confer with and/or receive advice from legal counsel concerning Schwarz v. City of Laguna Woods, Case No. G048062, pursuant to the provisions of California Government Code Section 54956.9(d)(1).

The City Council reconvened in open session at 3:34 p.m. City Attorney Cosgrove reported under Government Code Section 54957.1(a)(3)(A), the City Council accepted the appellants settlement offer of a dismissal with prejudice in exchange for a waiver of costs in Schwarz v. City of Laguna Woods, Case No. G048062.

Councilmember Connors was not present in closed session.

XIII. ADJOURNMENT

The meeting was adjourned at 3:35 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, December 18, 2013 at Laguna Woods City Hall 24264 El Toro Road, Laguna Woods, CA 92637.

MARC DONOHUE, Deputy City Clerk

Adopted: December 18, 2013

ROBERT B. RING, Mayor

**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
SPECIAL MEETING
December 3, 2013
2:00 P.M.**

I. CALL TO ORDER

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

II. FLAG SALUTE

Mike Straziuso led the flag salute.

III. ROLL CALL

COUNCILMEMBERS PRESENT: Conners, Hack, Hatch, Ring
 ABSENT: None

STAFF PRESENT: City Manager Macon; Assistant City Manager Reilly; City Attorney Cosgrove; Deputy City Clerk Donohue

IV. CITY COUNCIL

4.1 City Council Vacancy

City Manager Macon summarized the agenda report.

Mayor Ring asked if the interview selection meeting would be conducted in open or closed session.

City Manager Macon stated that it would be in open session.

Councilmember Hack discussed the previous City Council appointment process that was conducted in 2009.

Councilmember Hatch asked when the City Council would be able to question the finalists selected for interviews.

City Manager Macon stated that interviews with the finalists would be conducted at a second meeting following the interview selection meeting.

City Attorney Cosgrove stated that the reason for the special meeting would be to narrow down a list of finalists to interview.

Mayor Ring requested that the application deadline be delayed to a date later than the proposed deadline of December 19, 2013.

Councilmember Conners expressed concern over the cost of a stand-alone City Council election.

Katheryn Freshly, resident, suggest hiring a private company to conduct the election.

Mayor Ring stated that the City conducts elections with the County of Orange.

Moved by Councilmember Conners, seconded by Councilmember Hatch, and carried unanimously to fill the City Council vacancy by appointment.

Councilmember Conners suggested delaying the application deadline to December 23, 2013 at Noon.

City Manager Macon proposed that interview selection occur at a special meeting on January 7, 2014 and interviews and consideration of an appointment occur at the regular meeting on January 15, 2014. An adjourned regular meeting could be scheduled on January 22, 2014 to conduct regular City business. The application deadline would be December 23, 2013 at Noon.

Moved by Councilmember Conners, seconded by Councilmember Hack, and carried unanimously to approve the City Council appointment meeting schedule as proposed.

City Manager Macon clarified that potential candidates would also be required to submit Form 700, Statement of Economic Interests forms with their applications.

Moved by Councilmember Conners, seconded by Councilmember Hack, and carried unanimously to approve the City Council appointment application as submitted.

Mayor Ring asked how the interview selection meeting will be conducted.

Councilmember Conners stated that the City Council will have to publicly state who they would like to interview.

City Attorney Cosgrove stated that the discussion can be as varied or abbreviated as the City Council chooses. He noted that the discussion would be an open item because any alternative could become a collective communication that leads to a definitive action.

Councilmember Hack clarified that applications are not limited to Laguna Woods Village residents, but rather open to any resident of the City of Laguna Woods.

City Attorney Cosgrove stated that a potential City Council candidate must be a resident of Laguna Woods, a registered voter, and at least 18 years of age to qualify.

4.2 Mayor Pro Tem Appointment

Moved by Councilmember Hatch, seconded by Councilmember Conners, and carried unanimously to appoint Councilmember Hack as Mayor Pro Tem.

4.3 Management Assistant Position

City Manager Macon summarized the agenda report.

Councilmember Hatch expressed his support for the position.

Moved by Mayor Pro Tem Hack, seconded by Councilmember Hatch, and carried unanimously to:

A. Approve a resolution establishing and authorizing the position of Management Assistant, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA
WOODS, CALIFORNIA, ESTABLISHING AND AUTHORIZING THE
POSITION OF MANAGEMENT ASSISTANT

AND

B. Approve the Management Assistant job classification.

V. PUBLIC COMMENTS – None

VI. ADJOURNMENT

The meeting was adjourned at 2:25 p.m. to a Regular Meeting at 2:00 p.m. on December 18, 2013 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

MARC DONOHUE, Deputy City Clerk

Adopted: December 18, 2013

ROBERT B. RING, Mayor

6.2
WAIVE READING OF ORDINANCES AND
RESOLUTIONS
(NO REPORT)

6.3 TREASURER'S REPORT

City of Laguna Woods**Monthly Treasurer's Report****November 30, 2013****CASH ON HAND**1. Investments/General Fund

Local Agency Investment Fund	\$	7,565,251
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Subtotal	\$	7,565,251
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2. Investments/Transportation Fund

Local Agency Investment Fund	\$	331,338
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Subtotal	\$	331,338
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3. Other Interest & Non-Interest Bearing/General & Transportation

Petty Cash Funds	\$	614
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Analyzed Checking Account	\$	509,260
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Subtotal	\$	509,874
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TOTAL	\$	8,406,463
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Note: LAIF reports interest earnings quarterly.

6.4 WARRANT REGISTER

CITY OF LAGUNA WOODS
WARRANT REGISTER
December 18, 2013

Check Number	Check Date	Vendor Name	Description	Amount
PREPAID WARRANTS:				
<i>Automatic Bank Debits</i>				
Debit	11/06/2013	VantagePoint Transfer Agent	ICMA Deferred Compensation 401 Plan Contribution	1,679.43
Debit	11/07/2013	ADP PAYROLL SERVICES	Pay Period Ended 11/1/2013	64,002.70
Debit	11/07/2013	ICMA RETIREMENT CORPORATION	Pay Period Ended 11/1/2013	2,306.28
Debit	11/07/2013	ADP PAYROLL SERVICES	Processing Charges/Payroll 11/1/2013	127.12
Debit	11/06/2013	VantagePoint Transfer Agent	ICMA Deferred Compensation 457 Plan Contribution	626.85
Debit	11/21/2013	ADP PAYROLL SERVICES	Pay Period Ended 11/15/2013	30,891.03
Debit	11/21/2013	ADP PAYROLL SERVICES	Processing Charges/Payroll 11/15/2013	127.12
Debit	12/05/2013	ADP PAYROLL SERVICES	Pay Period Ended 11/29/2013	29,668.82
Debit	12/05/2013	ADP PAYROLL SERVICES	Processing Charges/Payroll 11/29/2013	123.16
<i>Other</i>				
114263	11/20/2013	AFLAC	Employee Benefit Program/December 2013	68.90
114264	11/20/2013	ATKINS NORTH AMERICA, INC.	Wildland/Urban Interface Plan	3,727.25
114265	11/20/2013	BANK OF AMERICA - CC	Credit Card Charges/October 2013	3,305.59
114266	11/20/2013	CAA	Code Enforcement/October 2013	7,095.00
114267	11/20/2013	CIVIL SOURCE	City Hall Storm Drain/October 2013	4,806.00
114268	11/20/2013	DAVID EVANS & ASSOCIATES INC.	Moulton Phase 2/October 2013	6,105.84
114269	11/20/2013	KONE INC.	Elevator Maintenance/November 2013	234.19
114270	11/20/2013	MICHAEL BRANDMAN ASSOCIATES	Specific Plan/October 2013	880.00
114271	11/20/2013	O.C. TREASURER - SHERIFF	Sheriff Services/November 2013	115,749.25
114272	11/20/2013	PRINCIPAL FINANCIAL GROUP	Employee Benefit Program/November 2013	351.64
114273	11/20/2013	PV MAINTENANCE INC	Street Maintenance/October 2013	8,744.16
114274	11/20/2013	REILLY, DOUGLAS C.	Employee Benefit Program/November 2013	109.49

**CITY OF LAGUNA WOODS
WARRANT REGISTER
December 18, 2013**

Check Number	Check Date	Vendor Name	Description	Amount
114275	11/20/2013	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers/November 2013	103.81
114276	11/20/2013	WAGE WORKS	Plan Administration/November 2013	50.00
114277	11/26/2013	AT&T	Telephone/581-3974/November 2013	78.74
114278	11/26/2013	AT&T	Telephone/583-1105/November 2013	16.17
114279	11/26/2013	AT&T	Telephone/458-3487/November 2013	32.93
114280	11/26/2013	BRIAN FOSTER CONSTRUCTION	Waste Diversion Deposit Refund/BP 37416A	900.00
114281	11/26/2013	CALPERS - HEALTH	Employee Benefit Program/December 2013	3,141.65
114282	11/26/2013	CALPERS - RETIREMENT	Retirement Contributions/Period Ending 11/15/13	5,146.18
114283	11/26/2013	CIVIL SOURCE	Professional Services/October 2013	50,631.00
114284	11/26/2013	COPPOLA CONSTRUCTION	Waste Diversion Deposit Refund/Multiple Permits	1,500.00
114285	11/26/2013	DAYLE MCINTOSH CENTER	Community Services Grant/4th Quarter 2013	2,500.00
114286	11/26/2013	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program/December 2013	497.29
114287	11/26/2013	EL TORO WATER DISTRICT	Ridge Route Park/November 2013	482.88
114288	11/26/2013	EL TORO WATER DISTRICT	Dog Park Irrigation/November 2013	21.92
114289	11/26/2013	EL TORO WATER DISTRICT	City Hall Utilities/November 2013	28.00
114290	11/26/2013	EL TORO WATER DISTRICT	City Hall Irrigation/November 2013	110.61
114291	11/26/2013	FRANCES GLASSER	Taxi Voucher Refund	15.00
114292	11/26/2013	GOLDEN RAIN FOUNDATION	Mayor's Association Meeting/Facility Rental	8.00
114293	11/26/2013	JC CONSTRUCTION	Waste Diversion Deposit Refund/BP 38176C	250.00
114294	11/26/2013	JONES, ERNESTINE	Employee Benefit Program/November 2013	347.30
114295	11/26/2013	LANGDON DEVELOPMENT, INC.	Waste Diversion Deposit Refund/BP 37450D	900.00
114296	11/26/2013	SUNG TAG LIM	Waste Diversion Deposit Refund/BP 38154B	250.00
114297	11/26/2013	MANAGED HEALTH NETWORK	Employee Benefit Program/December 2013	19.76
114298	11/26/2013	PRINCIPAL FINANCIAL GROUP	Employee Benefit Program/December 2013	351.64
114299	11/26/2013	REILLY, DOUGLAS C.	Employee Benefit Program/November 2013	148.04

**CITY OF LAGUNA WOODS
WARRANT REGISTER
December 18, 2013**

Check Number	Check Date	Vendor Name	Description	Amount
114300	11/26/2013	SADDLEBACK WINDOWS AND DOORS	CDBG Energy Efficiency Program	19,550.00
114301	11/26/2013	SCOTT FAZEKAS & ASSOCIATES	Plan Check Services/October 2013	1,250.00
114302	11/26/2013	SOUTHERN CALIFORNIA EDISON	City Hall Utilities/November 2013	1,130.34
114303	11/26/2013	SOUTHERN CALIFORNIA EDISON	City Centre Park/November 2013	27.52
114304	11/26/2013	VANTAGEPOINT TRANSFER AGT-457	457 Plan Contributions/Period Ending 11/15/13	300.00
114305	11/26/2013	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program/November 2013	102.46
114306	11/26/2013	WEST COAST REMODEL	Waste Diversion Deposit Refund/BP 36170D	250.00
114307	12/04/2013	BRAILLE INSTITUTE	Community Services Grant/1st Quarter 2014	5,000.00
114308	12/04/2013	CALPERS - RETIREMENT	Retirement Contributions/Period Ending 11/29/13	5,146.18
114309	12/04/2013	CITY OF LAGUNA BEACH	Animal Control/November 2013	7,513.00
114310	12/04/2013	DAYLE MCINTOSH CENTER	Community Services Grant/1st Quarter 2014	2,000.00
114311	12/04/2013	EXCEL PAVING	El Toro Paving/Progress Payment #1	321,710.85
114312	12/04/2013	TED GEIGER	Waste Diversion Deposit Refund/BP 33445C	250.00
114313	12/04/2013	KBKONCEPT	Waste Diversion Deposit Refund/BP 37455C	250.00
114314	12/04/2013	KEANE, LESLIE A.	Employee Benefit Program/October 2013	106.77
114315	12/04/2013	SYLVIA LEFTON	Taxi Voucher Refund	47.50
114316	12/04/2013	MIG	Circulation Element/MPAH	110.00
114317	12/04/2013	OBR ARCHITECTURE, INC.	City Hall Low Impact Design Retrofit Project/Oct. 2013	20,735.13
114318	12/04/2013	PEAK LIGHTING & ELECTRIC, INC	Streetlight Maintenance/November 2013	704.52
114319	12/04/2013	ROXANNA TODD HODGES FOUNDATION	Community Services Grant/1st Quarter 2014	1,750.00
114320	12/04/2013	SCORPION BACKHOE	CDBG Storm Drain Project/Retention Payment	3,566.40
114321	12/04/2013	RICHARD SMITH	Waste Diversion Deposit Refund/BP 36401C	250.00
114322	12/04/2013	SONITROL	Alarm Monitoring/December 2013	60.68
114323	12/04/2013	SOUTH COUNTY OUTREACH	Community Services Grant/1st Quarter 2014	5,000.00
114324	12/04/2013	SOUTH COUNTY SENIORS	Community Services Grant/1st Quarter 2014	18,750.00

CITY OF LAGUNA WOODS
WARRANT REGISTER
December 18, 2013

Check Number	Check Date	Vendor Name	Description	Amount
114325	12/04/2013	SOUTHERN CALIFORNIA EDISON	Residential Streetlights/United/November 2013	1,814.77
114326	12/04/2013	SOUTHERN CALIFORNIA EDISON	Traffic Signal Controllers/November 2013	938.54
114327	12/04/2013	SOUTHERN CALIFORNIA EDISON	Ridge Route Park/November 2013	52.17
114328	12/04/2013	THE FOUNDATION OF LAGUNA WOODS	Community Services Grant/1st Quarter 2014	3,750.00
114329	12/04/2013	TRAUMA INTERVENTION PROGRAM	Community Services Grant/1st Quarter 2014	1,250.00
114330	12/04/2013	VANTAGEPOINT TRANSFER AGT-457	457 Plan Contributions/Period Ending 11/29/13	300.00
114331	12/04/2013	WM CURBSIDE, LLC	Waste Collection/October 2013	1,743.00
114332	12/04/2013	YEIL CORPORATION	Waste Diversion Deposit Refund/BP 34669C	250.00
114333	12/05/2013	DONNA'S RADIUS MAPS	Housing Element and Safety Element Mailing	2,500.00
114334	12/11/2013	AT&T	Telephone/452-0600/November 2013	387.20
114335	12/11/2013	AT&T	Telephone/639-0500/November 2013	186.47
114336	12/11/2013	CAPTIONING UNLIMITED	Closed Caption/Council Meeting/November 2013	300.00
114337	12/11/2013	CIVIL SOURCE	Engineering Services/October 2013	14,050.00
114338	12/11/2013	EJ MEYER COMPANY	Moulton Project/October 2013	2,389.49
114339	12/11/2013	GARY GATES	Employee Benefit Program/November 2013	355.50
114340	12/11/2013	WILLIAM GRIFFIN	Public Safety Consulting/October 2013	2,860.00
114341	12/11/2013	LAGUNA CANYON FOUNDATION	Community Services Grant/4th Quarter 2013	625.00
114342	12/11/2013	CHRISTOPHER MACON	Technology Allowance/November 2013	150.00
114343	12/11/2013	JANET MEANS TTEE	Waste Diversion Deposit Refund/Replace Ck#114244	250.00
114344	12/11/2013	GWEN NORTON-PERRY	Transition Consulting/November 2013	1,750.00
114345	12/11/2013	BOBBY OAKES	Supplies/Holiday Decorations	50.38
114346	12/11/2013	OFFICEMAX INC	Office Supplies	322.52
114347	12/11/2013	TERESE S OLIVER	Attorney/Red Light/November 2013	1,462.50
114348	VOID	VOID	VOID	
114349	12/11/2013	SOUTHERN CALIFORNIA EDISON	Safety Lights over Traffic Signals/November 2013	326.73

CITY OF LAGUNA WOODS
WARRANT REGISTER
December 18, 2013

Check Number	Check Date	Vendor Name	Description	Amount
114350	12/11/2013	SOUTHERN CALIFORNIA EDISON	Right of Way/November 2013	2,042.50
114351	12/11/2013	THE FOUNDATION OF LAGUNA WOODS	Community Services Grant/4th Quarter 2013	3,750.00
114352	12/11/2013	THE GAS COMPANY	City Hall Utilities/November 2013	20.19
114353	12/11/2013	MARSHALL YAGAN	Waste Diversion Deposit Refund/BP 37927C	250.00
114354	12/11/2013	RIAZ ZABOORI	Waste Diversion Deposit Refund/BP 37011C	250.00
114355	12/11/2013	CIVIL SOURCE	Moulton/Fire Department/August-October 2013	420.00
Total Prepaid Warrants				808,619.05
REGULAR WARRANTS:				
114356	12/11/2013	AT&T	Telephone/770-9359/November 2013	16.22
114357	12/11/2013	BANK OF AMERICA - CC	Credit Card Charges/November 2013	107.27
114358	12/11/2013	THE BEE DETECTIVE	Building Maintenance	50.00
114359	12/11/2013	CALIFORNIA YELLOW CAB	Taxi Voucher Services/November 2013	16,265.00
114360	12/11/2013	COMMPRO	Website Hosting/December 2013	295.00
114361	12/11/2013	CYNTHIA CONNERS	December 2013 Auto Allowance	300.00
114362	12/11/2013	JOYCE COULTER	Taxi Voucher Refund	55.00
114363	12/11/2013	DICKINSON ELECTRIC	Repair City Hall Lighting	651.00
114364	12/11/2013	EL TORO WATER DISTRICT	Landscape Irrigation/November 2013	6,263.24
114365	12/11/2013	GREAT CLEANING SERVICE	Janitorial Services/November 2013	636.10
114366	12/11/2013	ROBERT NOEL HATCH	December 2013 Auto Allowance	300.00
114367	12/11/2013	BYRON LINDEN	Taxi Voucher Refund	50.00
114368	12/11/2013	NIEVES LANDSCAPE, INC.	Landscaping/November 2013	11,050.41
114369	12/11/2013	OC LOCAL HONEY	Beekeeping Services/August-November 2013	400.00
114370	12/11/2013	REDFLEX TRAFFIC SYSTEMS	Red Light Camera/November 2013	8,750.00

**CITY OF LAGUNA WOODS
WARRANT REGISTER
December 18, 2013**

Check Number	Check Date	Vendor Name	Description	Amount
114371	12/11/2013	RING, ROBERT	December 2013 Auto Allowance	300.00
114372	12/11/2013	RUTAN & TUCKER, LLP	Legal Services/October 2013	16,815.67
114373	12/11/2013	SYNOPTIK	IT Services/December 2013	1,215.00
Total Regular Warrants				63,519.91
Total Register				872,138.96
October Credit Card Statement Detail				
Debit		HYATT HOTEL	CJPIA Conference	2,372.80
Debit		NORCO	Delivery Charge	20.72
Debit		FEDEX	Delivery Charge	69.12
Debit		JOHN DEERE LANDSCAPE	Landscape/City Hall Storm Drain Project	151.20
Debit		USPS	Postage Stamps	691.75
November Credit Card Statement Detail				
Debit		ORANGE COUNTY REGISTER	Newspaper Delivery	77.82
Debit		FEDEX	Delivery Charge	29.45

6.5 INVESTMENT POLICY

RESOLUTION NO. 13-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ACKNOWLEDGING THE REVIEW, RECEIPT AND FILING OF THE ANNUAL STATEMENT OF INVESTMENT POLICY

WHEREAS, the legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Sections 53600.6 and 53630.1); and

WHEREAS, the legislative body of a local agency may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of California Government Code Sections 5921 and 53601 et seq.; and

WHEREAS, the City Treasurer is required to annually prepare and submit a statement of investment policy, and any changes thereto, which shall be considered by the City Council at a public meeting (California Government Code Section 53646(a)); and

WHEREAS, the City Treasurer of the City of Laguna Woods has prepared the annual Investment Policy detailed in Exhibit 1 to this resolution.

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

SECTION 1. That Exhibit 1 to this resolution is a statement of the City's Investment Policy, and that the City Council does so receive and file said statement in accordance with applicable Government Code requirements.

SECTION 2. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of December 2013.

ROBERT B. RING, Mayor

ATTEST:

MARC DONOHUE, Deputy City Clerk

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

I, MARC DONOHUE, Deputy City Clerk of the City of Laguna Woods, do
HEREBY CERTIFY that the foregoing **Resolution No. 13-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 December 2013, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

MARC DONOHUE, Deputy City Clerk

CITY OF LAGUNA WOODS

**ADMINISTRATIVE POLICY 3.2
CITY INVESTMENT POLICY**

3.2.01 PURPOSE

To provide an investment policy in keeping with the goals and objectives of the City of Laguna Woods, in conformance with California Government Code Sections 5921 and 53600 et. seq.

3.2.02 INVESTMENT POLICY

It shall be the policy of the City of Laguna Woods to invest funds in a manner which will provide the highest investment return possible consistent with maximum security while meeting daily cash flow demands and conforming to all other statutes governing the investment of City funds.

3.2.03 SCOPE

This investment policy shall apply without exception to any and all financial assets and funds of the City of Laguna Woods.

3.2.04 PRUDENCE

The standard of prudence to be used by investment officials shall be the “prudent investor” standard (CGC 53600.3):

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence and diligence under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Investment officers acting in accordance with the investment policy and exercising due diligence shall not be held personally responsible for an individual security’s credit risk or market price changes, provided that the reporting requirements of this policy are made in a timely manner and appropriate action is taken to control adverse developments.

3.2.05 OBJECTIVES

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives of investment activities, in absolute priority order, shall be:

- A. Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- B. Liquidity:** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might reasonably be anticipated.
- C. Yield:** The investment portfolio shall be designed with the objective of attaining the highest investment return consistent with safety and liquidity objectives. Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

3.2.06 DELEGATION OF AUTHORITY

Management responsibility for the investment program is hereby delegated to the:

City Manager
City Treasurer

No person may engage in an investment transaction except as provided under the terms of this policy

3.2.07 ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

3.2.08 AUTHORIZED INVESTMENTS

- A. FDIC Insured Accounts:** Monies required for immediate cash flow needs shall be deposited in an FDIC insured checking account at the Bank of America or similar institution authorized by the City Council.
- B. Local Agency Investment Fund (LAIF):** Monies not required for immediate cash flow needs shall be deposited in LAIF, a special fund in the California State Treasury.
- C. Overnight Government Securities:** Monies not required for immediate cash flow needs may be invested by the City's primary bank (Bank of America or other

similar institution authorized by the City Council) in overnight securities of U.S. Treasuries, Agencies and Instrumentalities.

- D. *Prohibited Investments.* Under the provisions of CGC 53601.6 and 53631.5, the City of Laguna Woods shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

3.2.09 PUBLIC TRUST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. In a diversified portfolio it must be recognized that occasional measurement losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

3.2.10 DIVERSIFICATION

The City of Laguna Woods will diversify its investments in keeping with the objectives enunciated in this Statement of Investment Policy.

3.2.11 REPORTING

- A. The City Treasurer shall prepare and submit an investment report to the City Council on a quarterly basis.
- B. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for City of Laguna Woods by third party contracted managers. The report will include the source of the portfolio valuation.
- C. For funds placed in LAIF, U.S. government securities and/or FDIC insured accounts, the foregoing report elements may be replaced by copies of the latest statements from such institutions.
- D. The report shall include a certification that:

1. All investment actions executed since the last report have been made in full compliance with the Investment Policy and that,
2. The City of Laguna Woods will meet all expenditure obligations which might reasonably be anticipated for the next six months.

3.2.12 INVESTMENT POLICY ADOPTION

The Investment Policy and modifications, if any, shall be adopted at least annually by resolution of the City Council at a public meeting.

Adopted by City Council: 12/14/01, 12/18/02, 12/17/03, 12/22/04, 12/21/05, 12/13/06, 12/12/07, 12/12/08, 12/16/09, 12/15/2010, 12/7/2011, 12/19/12

6.6

**FISCAL YEAR 2012-13 DEVELOPMENT
IMPACT FEES FUND REPORT**

Development Impact Fees Fund
Park In Lieu Fees*
Report for Period Ending 6/30/2013

ITEM 6.6

The purpose of establishing park land dedications or a fee in lieu of park dedication is to finance park land acquisition and rehabilitation commensurate with the level of need resulting from new development and population growth.

Date	Description	Project	Amount	Balance
07/01/12	Beginning Balance	San Sebastian		14,055
Income:				
	Interest Allocation		34	
	Total Income		<u>34</u>	
Expenditures:				
	Public Improvements/City Centre Park		-	
	Public Improvements/Ridge Route Linear Park		14,089	
	Public Improvements/Woods End		-	
	Total Expenditures		<u>(14,089)</u>	
	Total Deposit (6/15/06)		425,629	
	Total Fund to Date Interest		53,079	
	Total Fund to Date Expenditures		<u>(478,708)</u>	
	Fund Ending Balance		<u>0</u>	

* Reference City Ordinance No. 05-01, adopted January 19, 2005

Construction of the Ridge Route Linear Park public improvements commenced in Fiscal Year (FY) 2008/2009 and 27% of the cost of the project was funded with Park in Lieu fees. Construction of City Centre Park and installation of recent improvements to Woods End Park commenced in FY 2010-2011, and 50% of the cost for City Centre Park and 100% of the recent Woods End improvements were paid with Park in Lieu fees. Additional planting and irrigation were completed in FY 2012-2013 for the Ridge Route Linear Park project, which used the balance of money in this fund. All three projects are now complete.

No interfund transfers, loans or refunds were made during this reporting period.

6.7
FISCAL YEAR 2013-14 BUDGET
APPROPRIATIONS

RESOLUTION NO. 13-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AMENDED APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2013 AND ENDING JUNE 30, 2014

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

SECTION 1. Resolution No. 13-09 is hereby amended to increase the budget appropriation for the General Fund for Fiscal Year 2013-14 to \$4,471,412. The increased amount of \$130,499 shall be allocated by the City Manager to any line item(s) within the General Fund budget for purposes associated with previous City Council actions related to the management transition.

SECTION 2. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED ON this XX day of December 2013.

ROBERT B. RING, Mayor

ATTEST:

MARC DONOHUE, Deputy City Clerk

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

I, MARC DONOHUE, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 13-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 December 2013, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

MARC DONOHUE, Deputy City Clerk

6.8

MEASURE M2 EXPENDITURE REPORT

RESOLUTION NO. 13-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF LAGUNA WOODS

WHEREAS, Local Transportation Authority Ordinance No. 3 requires local jurisdictions to adopt an annual Expenditure Report to account for net revenues, developer/traffic impact fees, and funds expended by local jurisdiction which satisfy the maintenance of effort requirements; and

WHEREAS, the Expenditure Report shall include all net revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the Expenditure Report must be adopted and submitted to the Orange County Transportation Authority (OCTA) each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive net revenues as part of Measure M2.

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

The City of Laguna Woods hereby informs the OCTA that:

SECTION 1. The M2 Expenditure Report (attached as Exhibit 1) is in conformance with the M2 Expenditure Report Template provided in the Renewed Measure M Eligibility Guidelines and accounts for Net Revenues, including interest earned, expenditures during the fiscal year and balances at the end of the fiscal year.

SECTION 2. The M2 Expenditure Report is hereby adopted for the City of Laguna Woods.

SECTION 3. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of December 2013.

ROBERT B. RING, Mayor

ATTEST:

MARC DONOHUE, Deputy City Clerk

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

I, MARC DONOHUE, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 13-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 December 2013, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

MARC DONOHUE, Deputy City Clerk

M2 Expenditure Report
Fiscal Year Ended June 30, 2013
Beginning and Ending Balances

Description	Line No.	Amount
Balances at Beginning of Fiscal Year		
M2 Fairshare	1	\$ 61,920
M2 Fairshare Interest	2	
M2 CTFP	3	
M2 CTFP Interest	4	
Other M2 Funding	5	
Other M2 Interest	6	
Other*	7	
Balances at Beginning of Fiscal Year (Sum Lines 1 to 7)	8	\$ 61,920
Monies Made Available During Fiscal Year	9	\$ 256,389
Total Monies Available (Sum Lines 8 & 9)	10	\$ 318,309
Expenditures During Fiscal Year	11	\$ 84,514
Balances at End of Fiscal Year		
M2 Fairshare	12	\$ 233,384
M2 Fairshare Interest	13	\$ 411
M2 CTFP	14	
M2 CTFP Interest	15	
Other M2 Funding	16	
Other M2 Interest	17	
Other*	18	

* Please provide a specific description

CTFP - Combined Transportation Funding Program

M2 Expenditure Report
Fiscal Year Ended June 30, 2013
Beginning and Ending Balances

Description	Line No.	Amount
Revenues:		
M2 Fairshare	1	\$ 184,033
M2 Fairshare Interest	2	\$ 411
M2 CTFP	3	
M2 CTFP Interest	4	
Other M2 Funding	5	\$ 71,945
Other M2 Interest	6	
Other*	7	
TOTAL REVENUES (Sum lines 1 to 7)	8	\$ 256,389
Expenditures:		
M2 Fairshare	9	\$ 12,569
M2 Fairshare Interest	10	
M2 CTFP	11	
M2 CTFP Interest	12	
Other M2 Funding	13	\$ 71,945
Other M2 Interest	14	
Other*	15	
TOTAL EXPENDITURES (Sum lines 9 to 15)	16	\$ 84,514
TOTAL BALANCE (Subtract line 16 from 8)	17	\$ 171,875

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2013
Beginning and Ending Balances

Type of Expenditure	Line No.	*MOE	+ Developer / Impact Fees	M2 Fairshare	M2 Fairshare Interest	M2 CTFP	M2 CTFP Interest	Other M2	Other M2 Interest	Other	TOTAL
Administration (Indirect & Overhead)	1										\$ -
Construction & Right-of-Way	2										\$ -
New Street Construction	3										\$ -
Street Reconstruction	4										\$ -
Signals, Safety Devices & Street Lights	5										\$ -
Pedestrian Ways & Bikepaths	6										\$ -
Storm Drains	7										\$ -
Storm Damage	8										\$ -
Total Construction ¹	9										\$ -
Right of Way Acquisition	10										\$ -
Total Construction & Right-of-Way	11										\$ -
Maintenance	12										\$ -
Patching	13										\$ -
Overlay & Sealing	14										\$ -
Street Lights & Traffic Signals	15										\$ -
Storm Damage	16										\$ -
Other Street Purpose Maintenance	17										\$ -
Total Maintenance ¹	18										\$ -
Other	19										\$ -
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	20										\$ -

* Local funds used to satisfy maintenance of effort (MOE) requirements

+ Transportation related only

¹ Includes direct charges for staff time

[illegible]

M2 Expenditure Report
Fiscal Year Ended June 30, 2013
Beginning and Ending Balances

I certify that the interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated and all the information attached herein is true and accurate to the best of my knowledge:

Director of Finance

6.9

**OFF-STREET PARKING REGULATIONS –
ALTERNATIVE VEHICLE STANDARDS**

ORDINANCE NO. 13-XX

AN ORDINANCE OF THE CITY OF LAGUNA WOODS, CALIFORNIA,
AMENDING CHAPTER 13.18 OF THE LAGUNA WOODS MUNICIPAL
CODE PERTAINING TO OFF-STREET PARKING REGULATIONS

**THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. Section 13.18.050, subdivision (1), of Chapter 13.18 (Off-Street Parking Regulations) of the Laguna Woods Municipal Code is hereby amended to add the following subsection:

- e. All covered and uncovered off-street parking spaces provided for the use of alternative vehicles as defined by this code shall be a minimum, clear unobstructed five-feet, six-inches in width and ten feet in length.

SECTION 2. Section 13.18.050, subdivision (2)(f), of Chapter 13.18 (Off-Street Parking Regulations) of the Laguna Woods Municipal Code is hereby amended to read in its entirety as follows:

- f. All paved parking stalls, except parallel spaces and alternative vehicle spaces which may be single line, shall be clearly outlined with double or hairpin lines or special paving techniques on the surface of the parking facility.

SECTION 3. Section 13.18.050, subdivision (5), of Chapter 13.18 (Off-Street Parking Regulations) of the Laguna Woods Municipal Code is hereby amended to add the following subsection:

- c. Alternative vehicle parking spaces in-lieu may be substituted for standard spaces at a rate of 10% of the total standard spaces in locations where ten or more parking spaces are required. The permitted amount of alternative vehicle spaces shall be calculated based on total spaces required rounded to the nearest whole space.

SECTION 4. Section 13.18.080 of Chapter 13.18 (Off-Street Parking Regulations) of the Laguna Woods Municipal Code is hereby amended to add the following subsection:

- (3) The proposed alternative vehicle parking exceeds the maximum number of permitted alternative vehicle parking space alternatives as described in Nonresidential off-street parking requirements and the City Council finds that:
- a. The site is accessible by an established golf cart path and/or golf cart/golf car crossing, or the particular use is accessible to and encourages the use of alternative vehicles.
 - b. Sufficient onsite parking is provided or proposed.
 - c. The proposed parking plan will not negatively impact public health and safety.

SECTION 5. This Ordinance shall take effect and be in full force and operation thirty (30) days after adoption.

SECTION 6. 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 7. The Deputy City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED AND ADOPTED this XX day of December 2013.

ROBERT B. RING, Mayor

ATTEST:

MARC DONOHUE, Deputy City Clerk

APPROVED AS TO FORM:

DAVID B. COSGROVE, City Attorney

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

I, MARC DONOHUE, Deputy City Clerk of the City of Laguna Woods, do
HEREBY CERTIFY that the foregoing **Ordinance No. 13-XX** was duly introduced
and placed upon its first reading at a Regular Meeting of the City Council on the 20th
of November 2013, and that thereafter, said Ordinance was duly adopted and passed
at a Regular Meeting of the City Council on the XX day of December, 2013 by the
following vote to wit:

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

MARC DONOHUE, Deputy City Clerk

6.10
CITY ATTORNEY SERVICES



David B. Cosgrove
Direct Dial: (714) 662-4602
E-mail: dcosgrove@rutan.com

December 10, 2013

Mr. Christopher Macon
City Manager
City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637

Re: Legal Representation Letter

Dear Mr. Macon:

Thank you for asking Rutan & Tucker, LLP to ratify and extend its current agreement to provide legal services as City Attorney for the City of Laguna Woods. This letter sets forth our proposal for the confirmation of the basic terms of the engagement and the arrangement for fees and costs that will apply to the engagement.

1. *Client; Scope of Representation.* Our client in this matter will be City of Laguna Woods (sometimes collectively referred to as "you" below.) We will be engaged to provide general City Attorney legal services and advice through June 30, 2015. You may limit or expand the scope of our representation from time to time, provided that we must agree to any substantial expansion or limitation of the representation. The firm will perform these services, will take reasonable steps to keep you informed of progress, respond to your inquiries, and will consult with you as necessary.

2. *Duties of Client.* You agree to timely provide us such information, assistance and cooperation as is necessary for us to effectively perform our services and to timely pay our bills for fees, costs and expenses as further described herein.

3. *General Terms; Fees and Expenses.* To assist you in understanding our billing practices and other general terms, I enclose a copy of our current Policy on Professional Fees and General Terms of Engagement (the "General Terms"). The General Terms are incorporated in this letter. The General Terms describe the ranges of hourly rates for our attorneys and paraprofessionals and our policies regarding reimbursement of costs and expenses. Please specifically note that the hourly rate for all of the services we will be providing through June 30, 2014 shall be the current rates, at \$195.00 per hour for the first 25 hours in any month; beyond 25 hours a month, the rate is \$225.00 per hour. Litigation and special projects are \$250.00 per hour and third party reimbursable matters are \$300.00 per hour. Bond financing is a minimum fee with percentage, as may be negotiated. After June 30, 2014, the hourly rate for the first 25

Mr. Christopher Macon
December 10, 2013
Page 2

hours in a month will increase to \$225.00 per hour, and litigation and special projects rate will increase to \$275.00 per hour.

4. *Term of Engagement.* In accordance with the General Terms, either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct.

5. *Binding Arbitration.* We appreciate the opportunity to serve as your attorneys and anticipate a productive, harmonious relationship. If you become dissatisfied for any reason with the services we have performed, the fees charged, or any other aspect of the attorney-client relationship, we encourage you to bring that to our attention immediately. Similarly, if we perceive a problem with the representation, we will discuss it with you. Most such problems can be rectified by communication and discussion. Although in our experience disputes of any type are rare, a dispute conceivably could arise between us which cannot be resolved by discussion or negotiation. We believe such attorney-client disputes are most satisfactorily resolved through binding arbitration rather than by litigation in court.

Arbitration is, as you know, a process by which both parties to a dispute agree to submit the matter to a retired judge or other arbitrator who has expertise in the area and to abide by the arbitrator's decision, instead of litigating in court. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review. Arbitration rules of evidence and procedure are often less formal and rigid than in a court trial. Arbitration often results in a decision much more quickly than proceedings in court, and the attorneys' fees and other costs incurred by both sides are often substantially less.

Both the United States and California Supreme Courts have endorsed arbitration as an accepted and favored method of resolving disputes, because it is economical and expeditious. Arbitration is also less acrimonious and more confidential than traditional litigation and is, therefore, particularly suited to resolution of disputes between attorneys and their clients.

Your agreement to arbitrate disputes is not a condition of our agreeing to represent you, and if you do not wish to agree to arbitrate, then you should advise me before signing the copy of this letter, so we can delete this section of the agreement. You are free to discuss the advisability of arbitration with us or independent counsel.

By signing this agreement, you agree that if any dispute arises out of or relating to this agreement, our relationship, or the services performed by us (including but not limited to any disputes regarding our fees and expenses and any failure by you to pay such fees and expenses in accordance with this agreement, claims of professional negligence, breach of contract or fiduciary duty, fraud or any claim based upon a statute), such dispute shall be resolved by submission to final and binding arbitration in Orange County, California, before a retired judge

Mr. Christopher Macon
December 10, 2013
Page 3

or justice of the California Superior Court or a higher court. Please be advised that by agreeing to binding arbitration, you are waiving any right to a jury trial on any such dispute. If you and we are unable to agree on a retired judge or justice, each party will name one retired judge or justice and the two named persons will select a neutral judge or justice who will act as the sole arbitrator. Should you elect to have any fee dispute arbitrated pursuant to non-binding arbitration under statutory or case law, (including your rights to request mandatory fee arbitration under the rules of the Orange County Bar Association) then such non-binding arbitration shall determine only the issue of the amount of fees properly chargeable to you. Any other claims or disputes between us, including claims for professional negligence, shall remain subject to binding arbitration pursuant to this agreement. In the event of such an arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

6. *Conflicts in this Matter.* We cannot, without appropriate consents, represent any party if there is a conflict of interest with any of our other clients. In order to avoid conflicts of interest among our clients, we maintain an index of relevant names. We have not discovered any conflict which requires further action before extending our existing arrangement for the provision of City Attorney services. Please inform us at once if you learn in the future of persons or entities who may be involved in actions adverse to the City so we can make a conflict of interest search with respect to them.

7. *Conflicts Waiver.* In undertaking this representation, our objective is to represent you to the best of our ability without forfeiting the continuing representation of our other clients. Rutan & Tucker LLP is a large law firm which has represented, and continues to represent, many different corporate and individual clients with various interests in numerous industries. It is possible that, during the time we are representing your interests in this matter, you may become involved in transactions and/or disputes in which your interests are adverse to those of one of the firm's present or future clients. Therefore, as a specific condition to our undertaking your representation, you understand and agree that this firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

Please be aware that you have the right to obtain the advice of independent counsel regarding the terms of this agreement, and you should feel free to do so.

Mr. Christopher Macon
December 10, 2013
Page 4

This letter and the attached General Terms constitute the entire agreement between you and Rutan & Tucker, LLP with respect to our engagement. No prior oral or written understanding shall be of any force or effect with respect to these matters. This agreement may not be modified, except by a document in writing executed by both parties. A waiver of any party of any breach of any of the conditions, terms or time requirements under this letter shall not be construed as a waiver of any succeeding breach. This letter may be executed in multiple counterparts, each of which shall be deemed an original.

Please review this letter and the General Terms attached hereto carefully. If the terms and conditions of our representation and the billing arrangements under this agreement meet with your approval, please sign the enclosed copy of this letter and return it to me. Please call if you have any questions.

Once again, thank you for the opportunity to continue to work with you, and with the City.

Very truly yours,

RUTAN & TUCKER, LLP


David B. Cosgrove

Enclosure

ACCEPTED AND AGREED:

By: _____

Name: _____

Title: _____

**POLICY ON PROFESSIONAL FEES
AND
GENERAL TERMS OF ENGAGEMENT**

Professional Fees and Billing Procedures.

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. The following is intended to explain briefly our present billing policies and procedures. These policies and procedures are subject to change. We encourage you to discuss with us at any time any questions you might have concerning these policies and procedures.

Our professional fees will be based on our agreed hourly rates of the attorneys and paraprofessionals working on your matter(s). Our hourly rates for attorneys and paraprofessionals are adjusted from time to time and generally as of January 1st of each year, but as stated above, no adjustments to rates will be made on this account through June 30, 2013. Any authorized adjustments in billing rates will be reflected in the invoice for legal services which constitutes our written notice to you.

Rutan & Tucker, LLP bills its clients for costs advanced on a client's behalf, such as filing fees, transcript and deposition fees, reasonable travel expenses, and expert witness fees. The firm also charges for certain costs and expenses incurred on behalf of clients such as long-distance telephone calls, facsimile and telecopier transmissions, copying, scanning, printing, postage, mileage, messengers, and computerized research. Notwithstanding the foregoing, we may forward to you large disbursement invoices for your direct payment to the supplier.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. Some disbursements, however, may not be available to us until the following months, in which case a subsequent statement may be rendered to you for these additional charges, or an estimated amount may be included in the initial billing and an adjustment made when the actual disbursement information is available.

In the absence of other arrangements, our billing statements ordinarily will be rendered to you on a monthly basis.

Our billing statements are due and payable upon receipt. We ask payment of our statements on a current basis, as delayed payment adds to our overall costs of providing services. Unless you notify us of any objection to any such billing statement (specifically describing the basis for such objection), within thirty (30) days after the date we send the billing statement to you, we will presume that you have no objection to the amounts set forth in the billing statement. If any statement remains unpaid for more than 30 days after the date the statement is sent by this firm, interest may be added at the rate of 10% per annum on the unpaid balance.

Unless specifically agreed in writing, we cannot make any guarantee as to the amount which you will incur for attorneys' fees and costs in any matter, as those figures will wholly depend on the time and effort required to be devoted to such matter. Any estimates of anticipated fees and costs, whether for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees and costs. Unless

specifically agreed in writing, such estimates are not a maximum or minimum quotation and are not binding. The actual fees and costs will be determined in accordance with the policies described above.

General Terms.

We have been engaged to represent the City of Laguna Woods. Unless agreed to in writing, we are not representing any of its respective officials, affiliates, subsidiaries, officers, directors, principals, or employees. Accordingly, we can take on matters that may be adverse to these related parties or their legal interests, unless precluded by reason of the Rules of Professional Conduct.

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct. If we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the matter(s) for which we have been engaged. If you so request, we will use reasonable efforts to suggest to you possible successor counsel and provide it with whatever documents you have provided to us, but will retain materials that we have generated, as noted below.

Unless previously terminated, our representation of you in any matter will terminate upon our sending to you our final invoice for services rendered for such matter. Upon the termination of such representation, our own lawyer work product documents, notes and files (the "Work Product Files") pertaining to your matter will be retained by the firm. Your documents, property and files that are not Work Product Files (the "Client Files") will be, at your request, returned to you upon the termination of such representation. Both the Client Files (unless otherwise returned to you at your request) and the Work Product Files will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with applicable Public Records Act requirements and records retention policies of the City, we reserve the right to destroy or otherwise dispose of any such documents, property, files or other materials retained by us within a reasonable time after the termination of the engagement. Specifically, it is our current policy to store your Client Files for a period of five (5) years and at the conclusion of such five (5) year period we will make an attempt to contact you as to the disposition of your Client Files, but if we are unable to locate you, we reserve the right to destroy such Client Files.

We have made no representations, promises or guarantees to you regarding any outcome of any matter. Any comments about the outcome of your matter at any time during the performance of services do not constitute promises, guarantees, or assurances, as to the outcome of your matter.

Unless otherwise agreed in a signed writing, the firm shall have no responsibility to investigate or evaluate whether insurance is available for any matter covered by this engagement or to tender any matter covered by this engagement to any insurance carrier.

If we are required to respond to a subpoena of our records relating to services we have performed for you, or testify by deposition or otherwise concerning such services, then we will take reasonable steps to consult with you as to whether you wish to supply the information

demanded or assert objections to the extent you may properly do so. You agree to pay us for our time and costs incurred in responding to any such demand, in accordance with the provisions of this letter, including, but not limited to, time and expense incurred in search and photocopying costs, reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

In order to maximize efficiency, please be advised that attorneys and paraprofessionals at this firm routinely use the following communications methods to the fullest extent possible: e-mail, document transfer by computer, mobile telephones, and facsimile transfers.

Although not required in California, some states require that a law firm disclose the existence of errors and omissions insurance coverage applicable to the services to be rendered. Rutan & Tucker, LLP hereby confirms the existence of such insurance coverage for the purposes of complying with such a requirement.

6.11
AS NEEDED LANDSCAPE ARCHITECTURE
AND FORESTRY SERVICES

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
NUVIS**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this ____ day of _____ 2013, by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and NUVIS ("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 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on the date of execution of this AGREEMENT, as first shown above, and ending at 11:59 p.m. on June 30, 2016. Such term may be extended upon written agreement of both parties to this AGREEMENT a maximum of two times for no more than one fiscal year at a time.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to 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. CONTRACTOR shall not begin work 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 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 15 and 16, 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.

ITEM 6.11

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's and CONSULTANT's subcontractors' performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all drafts of studies or planning documents, documents related to Assembly Bill 1881 reviews and approvals, correspondence, notices, ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for five (5) years from the end of the term of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

ITEM 6.11

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) 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.

(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 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience, personnel, and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall 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. 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 be on the United States Environmental Protection Agency's (USEPA) List of Violating Facilities (40 CFR 31.35; Government Code §4477) at any time during the term of this AGREEMENT.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap or disability (including but not limited to HIV and AIDS), medical condition, mental disability, sexual orientation, denial of family care leave, or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT 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 employ unauthorized aliens as defined therein. Should CONSULTANT 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, CONSULTANT 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) 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 14. 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,

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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 and 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 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 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.

(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

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INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure 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 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager of CITY or his or her designee. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. 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 of this AGREEMENT (Compliance with Applicable Laws; Permits and Licenses).

SECTION 18. CONTINUITY OF PERSONNEL.

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

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

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY immediately upon demand by CITY, notwithstanding any billing disputes that may then exist under this AGREEMENT. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 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 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 21. 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 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 CONSULTANT in every 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: NUVIS
 3151 Airway Avenue, Suite J3
 Costa Mesa, CA 92626

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 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 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 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 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 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 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).

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 _____
Christopher Macon, City Manager Date _____

CONSULTANT:

By _____
Perry A. Cardoza, Executive Vice President Date _____

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney Date _____

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT shall provide as needed landscape architectural and inspection services to CITY, including planning, designing, and overseeing the construction of new projects, as well as improvements, retrofits, and upgrades of various CITY parks, medians, and other property. CONSULTANT shall also provide as needed services related to planning projects, development review projects, arboriculture, and forestry-related activities.

Tasks may include, but are not limited to, the following:

- **Design of CITY Projects**
 - Developing conceptual plans, design schemes, plant pallets, construction plans, irrigation plans, and technical specifications, including coordination with CITY staff, Building Official, City Engineer, El Toro Water District, utilities, etc.
 - Developing budgets and cost estimates
 - Assisting with bid processes
- **Construction Administration for CITY Projects**
 - Facilitating and participating in pre-construction, construction progress, and post-construction meetings, including preparing documentation thereof
 - Reviewing, negotiating, and approving contractor submittals and change orders
 - Preparing reports, addenda, and responses to requests for information
 - Conducting inspections and preparing punch lists
- **Planning for CITY Projects**
 - Developing master, management, operations, and maintenance plans, including coordination with public and private parties
- **Development Review of CITY and Private Projects**
 - Conducting peer reviews of arborist reports and studies
 - Reviewing and approving tree removal and replacement requests
 - Reviewing and approving landscape documentation packages (AB 1881) in accordance with the Laguna Woods Municipal Code, as may change from time-to-time. Initial and subsequent reviews of AB 1881 submittals shall be completed and comments or approvals forwarded to CITY within five (5) business days of receipt.
- **City Forester and Arborist**
 - Serving as the "City Forester" in accordance with the Laguna Woods Municipal Code, as may change from time-to-time
 - Conducting limb and root investigations and making related recommendations
 - Conducting tree evaluations and making recommendations related to tree health, maintenance, pruning, and protection
 - Supervising tree removal and maintenance activities
 - Making recommendations related to CITY's landscape-related regulations
- **Other**
 - Conducting evaluations of contract landscape maintenance services
 - Participating in and making presentations at public meetings/events
 - Assisting with the preparation of landscape-related grant applications

As needed, CONSULTANT shall also provide the following certified and licensed services:

- Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP)
- American Society of Consulting Arborists' (ASCA) Registered Consulting Arborist (RCA) or International Society of Arboriculture (ISA) Certified Arborist
- Licensed professionals to provide landscape-related engineering services, including irrigation and irrigation-related electrical design

CONSULTANT shall provide a secure file transfer protocol (FTP) or similar electronic system to allow for the electronic transmittal of application materials, scopes of work, and miscellaneous correspondence and documentation between CITY and CONSULTANT.

CONSULTANT shall also provide a secure FTP or similar electronic system to allow for the electronic transmittal of plans, plan review comments, and miscellaneous correspondence and documentation between CITY, CONSULTANT, applicants, and other parties ("ePlan Check").

CONSULTANT shall designate a primary point of contact to whom CITY shall distribute all new application materials and scopes of work. CONSULTANT's primary point of contact or a designated alternate point of contact shall be available by telephone at all times.

EXHIBIT "B"
COMPENSATION

Services performed by CONSULTANT:

Title	Rate
Corporate Principal	\$155 per hour
Principal	\$135 per hour
Senior Associate	\$115 per hour
Associate	\$100 per hour
CADD Technician I	\$90 per hour
CADD Technician II	\$75 per hour
Draftsperson	\$60 per hour
Administrative I	\$60 per hour
Administrative II	\$50 per hour

Services performed by ECORP Consulting, Inc. as a subcontractor to CONSULTANT:

Title	Rate¹
Certified Arborist	\$140 per hour
Restoration Specialist/Landscape Architect	\$148 per hour
Senior Restoration Ecologist	\$135 per hour

Services performed by V&E Tree Service as a subcontractor to CONSULTANT:

Title	Rate¹
Certified Arborist ²	\$100 per hour
Certified Arborist – Level 3 ³	Subject to negotiation

¹ Additional rates may be charged for equipment (e.g., lifts) used to perform services. Such additional rates are subject to negotiation and only valid when authorized by CITY, in advance.

² Includes Level 1 Limited Visual Assessment: A visual assessment from a specified perspective of an individual tree or a population of trees near specified targets, conducted in order to identify obvious defects or specified conditions. A limited visual assessment typically focuses on identifying trees with obvious and/or probable likelihood of failure. Includes Level 2 Basic Assessment: A detailed visual inspection of a tree and its surrounding site, and a synthesis of the information collected. A basic assessment may include the use of simple tools to gain additional information about the tree or defects. Includes documentation, project meetings, and consultation as necessary.

³ Level 3 Advanced Assessment: Advanced assessments are performed to provide detailed information about specific tree parts, defects, targets, or site conditions. Advanced assessments may utilize specialized equipment, data collection techniques, and analysis. This may include an aerial inspection (climbing or aerial lift), increment boring, root and root collar excavation, detailed site evaluation, or load testing.

Services performed by VA Consulting, Inc. as a subcontractor to CONSULTANT:

Title	Rate
<i>Civil Engineering and Planning Services</i>	
President	\$200 per hour
Division President/Division Manager	\$173 per hour
Senior Vice President/Vice President/Executive Director	\$163 per hour
Director	\$160 per hour
Senior Project Manager	\$155 per hour
Project Manager	\$147 per hour
Assistant Project Manager	\$142 per hour
Senior Project Engineer/Senior Design Supervisor/Senior Planner	\$137 per hour
Project Engineer/Design Supervisor	\$132 per hour
Senior Design Engineer/Senior Designer	\$122 per hour
Design Engineer/Planner	\$117 per hour
Designer	\$110 per hour
Assistant Engineer/Assistant Planner	\$100 per hour
Research and Processing Coordinator	\$95 per hour
Senior CADD Technician	\$90 per hour
Junior Engineer	\$85 per hour
CADD Technician	\$80 per hour
Engineering Intern	\$70 per hour
Office Support/Clerical	\$69 per hour
<i>Field Survey and Mapping Services</i>	
Director of Survey and Mapping	\$158 per hour
Manager of Field Survey	\$130 per hour
Survey and Mapping Associate	\$95 per hour
Survey and Mapping Technician	\$75 per hour
3-Person GPS Crew	\$235 per hour
2-Person GPS Crew	\$205 per hour
1-Person GPS Crew	\$175 per hour

Other services performed under AGREEMENT:

Title	Rate
Review and approval of landscape documentation packages (AB 1881)	\$155 per hour

CONSULTANT shall maintain staffing levels appropriate to tasks so as to assure cost efficiency without compromising the skill or quality of the services to be provided. Hourly rates are all inclusive, except where noted, with the exception of plan check, permit, and other related fees; reproduction; oversized and specialty printing; courier/mailing services; and, equipment (e.g., lifts), all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost (as evidenced by receipts). Reproduction and oversized and specialty printing shall be subject to a 10% markup over cost. CONSULTANT shall not be reimbursed for any other expenses including, but not limited to, mileage; travel; lodging; food; drink; computer, voice, and data line usage; and, provision of required electronic systems.

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 Counsel, 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. 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 CONSULTANT and all risks to such persons under this AGREEMENT.

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

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

(1) General Liability: \$1,000,000 per occurrence for all covered losses and no less than \$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:

1. All Policies. Each insurance policy required by this paragraph 15 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 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.

6.12
CITY MANAGER GOALS AND OBJECTIVES

City of Laguna Woods City Manager Goals and Objectives

In accordance with Section 7(a) of the City Manager's Employment Agreement, the City Council will use the following criteria to evaluate the City's Manager's performance:

1. Professional Skills

The City Manager will be evaluated on his abilities to:

- Set a professional, respectful, and inclusive tone for the City
- Maintain knowledge of best practices and current issues facing the City
- Anticipate and analyze issues to develop effective approaches therefore
- Demonstrate a capacity for innovation, creativity, and change

2. Program Management

The City Manager will be evaluated on his abilities to:

- Implement and maintain programs consistent with City Council directives
- Identify areas for potential improvement amongst existing programs
- Understand and enforce the City's Municipal Code and policies

3. Fiscal Management

The City Manager will be evaluated on his abilities to:

- Appropriately monitor and manage fiscal activities
- Prepare a balanced budget consistent with City Council directives
- Make efficient, effective, and responsible use of available funds
- Identify and pursue grant funding opportunities
- Plan for the City's long-term fiscal health and solvency
- Identify areas for potential improvement of fiscal activities
- Promote transparency in fiscal activities

4. City Council Relations

The City Manager will be evaluated on his abilities to:

- Carry out directives of the City Council as a whole
- Set meeting agendas that reflect City Council directives
- Provide information to the City Council in a timely manner
- Be accessible to the City Council on a day-to-day basis
- Provide professional counsel and advice to the City Council
- Facilitate City Council decision-making without usurping authority
- Responsively apply City Council feedback and constructive criticism
- Maintain cordial and impartial relations with the City Council

5. Employee Relations and Organizational Matters

The City Manager will be evaluated on his abilities to:

- Structure staffing in an efficient, effective, and sustainable manner
- Recruit, hire, and retain competent employees for staff positions
- Foster a safe, positive, and productive work environment
- Promote meaningful professional development for employees
- Identify areas for potential organizational improvement

6. Public (Citizens, Businesses, and Organizations) Relations

The City Manager will be evaluated on his abilities to:

- Ensure that City Hall is responsive to public needs
- Demonstrate a commitment to serving the community
- Ensure that disputes and concerns are handled effectively
- Provide opportunities for public engagement in City affairs

7. Inter-Governmental Relations

The City Manager will be evaluated on his abilities to:

- Cultivate positive working relationships with other governmental agencies
- Collaborate with the County and other government agencies when applicable
- Monitor and respond to pertinent issues occurring outside the City's limits

6.13
CITY COUNCIL MEETING SCHEDULE

**CITY OF LAGUNA WOODS
CITY COUNCIL MEETING SCHEDULE**

MEETING DATE/TIME & TYPE	NOTES
Tuesday, January 7, 2014 at 2 p.m. Special Meeting	Consideration of the City Council vacancy
Wednesday, January 15, 2014 at 2 p.m. Regular Meeting	Consideration of the City Council vacancy
Wednesday, January 22, 2014 at 2 p.m. Adjourned Regular Meeting	Consideration of City Council business
Wednesday, February 19, 2014 at 2 p.m. Regular Meeting	
Wednesday, March 19, 2014 at 2 p.m. Regular Meeting Cancelled	March 19, 2014 regular meeting cancelled
Wednesday, April 16, 2014 at 2 p.m. Regular Meeting	
Wednesday, April 30, 2014 at 2 p.m. Adjourned Regular Meeting	Priorities workshop and other business
Wednesday, May 21, 2014 at 2 p.m. Regular Meeting	
Wednesday, June 18, 2014 at 2 p.m. Regular Meeting	
Wednesday, June 25, 2014 at 2 p.m. Adjourned Regular Meeting	Consideration of Fiscal Year 2014-15 budget adoption and other business

8.1

**AD HOC ECONOMIC/COMMUNITY
DEVELOPMENT COMMITTEE**

**City of Laguna Woods
Agenda Report**

DATE: December 18, 2013 Regular City Council Meeting

TO: Honorable City Councilmembers

FROM: Mayor Ring and Councilmember Conners

AGENDA ITEM: Ad Hoc Economic/Community Development Committee

Recommended Action

Direct staff to identify potential website and technological improvements to provide greater electronic resources for residents, businesses, and contractors.

Background

At the regular meeting on September 18, 2013, the City Council appointed Mayor Ring and Councilmember Conners to serve on an Ad Hoc Economic/Community Development Committee through June 30, 2014. The Committee's purpose is to identify potential business, development, and permit-related service and regulatory improvements including, but not limited to, consideration of sign and special event regulations, as well as streamlining of building and planning functions.

In November 2013, the City Council unanimously supported the Committee's first two recommended actions related to expanding payment options for City services and identifying potential organizational improvements for building and planning functions. Staff have begun to work on those items and anticipate returning to the City Council with recommendations for implementation in early 2014.

Discussion

As part of a deliberative process, the Ad Hoc Economic/Community Development Committee hosted two public roundtable meetings focused on contractors and the local business climate, respectively. Initial recommended actions and observations resultant of the contractor's roundtable were presented to the City Council at the regular meeting on November 20, 2013. The recommended action associated with this agenda item is resultant of both the contractor's and business roundtables.

In addition to the roundtable meetings, the Committee has been actively engaged in a wide ranging evaluation of economic and community development-related items, including permit requirements and opportunities to attract, support, and retain local businesses. Additional recommended actions, including a longer-term action plan, will be presented to the City Council in the coming months.

Recommended Action: Website and Technological Improvements

At both roundtable meetings, the Committee heard widespread interest and support for a variety of technological improvements, including redesigning and enhancing the City's website to provide additional information, forms, and resources; offering electronic plan check and permitting; and, allowing online inspection scheduling. While many of those improvements are not immediately feasible or budgeted, staff could provide the City Council with an assessment of potential improvements for consideration during the upcoming and/or future annual budget processes.

If the City Council approves the recommended action, the City Manager will return with information on potential website and technological improvements in 2014, also taking into account the broader needs, strategy, and direction of the City. One of the primary constraints is expected to be the integration and compatibility of the City's accounting software with any new software.

Fiscal Impact

The recommended actions are exploratory in nature and would not commit the City Council to any particular course of action or ongoing expense.

Conclusion

The Ad Hoc Economic/Community Development Committee is recommending an action to improve business, development, and permit-related services by increasing the availability of electronic resources for residents, business, and contractors.

8.2 AUDIT AD HOC COMMITTEE

**City of Laguna Woods
Agenda Report**

DATE: December 18, 2013 Regular City Council Meeting
TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
AGENDA ITEM: Ad Hoc Audit Committee

Recommended Action

Appoint two members of the City Council to an ad hoc audit committee through June 30, 2014 to work with the City's independent audit firm on matters related to the Fiscal Year 2012-13 audit.

Background

The City contracts with an independent audit firm to prepare an audit of the City's finances each fiscal year. Gruber & Associates, LLC is under contract to prepare the City's Fiscal Year 2012-13 (July 1, 2012 through June 30, 2013) audit.

Discussion

As in previous years, the independent audit firm is requesting that the City Council appoint an ad hoc committee to work with them on audit-related issues. The ad hoc committee typically meets twice to review the scope of the audit, identify specific areas for additional analysis, and review findings. Mayor Ring and former Mayor Pro Tem Robbins served on the Fiscal Year 2011-12 Ad Hoc Audit Committee.

Fiscal Impact

The recommended action would be accommodated within the current year budget.

Conclusion

Appointment of an ad hoc audit committee is a generally accepted best practice to help ensure that audits are appropriately monitored by the City Council.

8.3
CITY COUNCIL REORGANIZATION – OFFICE
OF MAYOR
(NO REPORT)

8.4
CITY COUNCIL REORGANIZATION – OFFICE
OF MAYOR PRO TEM
(NO REPORT)