

# CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting  
Wednesday, March 20, 2019  
2:00 p.m.

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

Cynthia Connors  
Mayor

Noel Hatch  
Mayor Pro Tem

Shari L. Horne  
Councilmember



Carol Moore  
Councilmember

Joe Rainey  
Councilmember

***Welcome to a meeting of the Laguna Woods City Council!***

***This meeting may be recorded, televised, and made publically available.***

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

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

REGULAR MEETING SCHEDULE

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

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FOR ADDITIONAL INFORMATION

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AFFIDAVIT OF POSTING

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

I, Yolie Trippy, Deputy City Clerk, City of Laguna Woods, hereby certify under penalty of perjury that this agenda was posted at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City’s website ([www.cityoflagunawoods.org](http://www.cityoflagunawoods.org)); and, at other locations designated by Resolution No. 17-30, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.

  
\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

3-15-19  
\_\_\_\_\_  
Date

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1 Women’s History Month – March 2019

*Recommendation:* Approve and present the proclamation.

4.2 All of Us Research Program Presentation

*Recommendation:* Receive and file.

**V. PUBLIC COMMENTS**

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

**VI. CONSENT CALENDAR**

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

6.1 City Council Minutes

*Recommendation:* Approve the City Council meeting minutes for the regular meeting on February 20, 2019.

6.2 City Treasurer’s Report

*Recommendation:* Receive and file the City Treasurer’s Report for the month of February 2019.

6.3 Warrant Register

*Recommendation:* Approve the warrant register dated March 20, 2019 in the amount of \$332,160.33.

6.4 Employee Positions, Compensation, and Benefits

*Recommendation:*

1. Approve an amended job classification for the following City employee position: Administrative Services Director/City Treasurer.

AND

2. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 19-03 AND ESTABLISHING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES

6.5 City Attorney Services

*Recommendation:*

1. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding.

AND

2. Approve a legal representation letter extending and amending the agreement with Rutan & Tucker, LLP for legal services as City Attorney and authorize the Mayor to execute the legal representation letter.

6.6 Tree Pruning and Removal Services

*Recommendation:* Approve an agreement with Great Scott Tree Service, Inc. for tree pruning and removal services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.7 General Plan Annual Report

*Recommendation:* Receive and file the General Plan Annual Report for the 2018 calendar year.

6.8 City Hall Restroom Repair and Improvement Project

*Recommendation:*

1. Approve final plans and specifications reflecting completion of the “City Hall Restroom Repair and Improvement Project”, as-built.

AND

2. Accept project completion of the contract agreement with New Millennium Construction Services, Inc. for the “City Hall Restroom Repair and Improvement Project”.

AND

3. Release contract retention in the amount of \$16,142.37 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange, provided no Stop Notices are on file with the City preventing the release of the contract retention.

AND

4. Exonerate project posted bonds 35 days following recordation of the Notice of Completion with the County of Orange.

6.9 City Hall Refurbishment and Safety Project: Phase 1

*Recommendation:* Reject all bids received for the “City Hall Refurbishment and Safety Project: Phase 1”.

**VII. PUBLIC HEARINGS**

7.1 Accessory Dwelling Unit Regulations

*Recommendation:*

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010 AND 13.08.010 OF THE LAGUNA WOODS MUNICIPAL CODE, AND ADDING SECTION 13.26.230 TO THE LAGUNA WOODS MUNICIPAL CODE, RELATED TO ACCESSORY DWELLING UNITS

7.2 Golf Cart and Low-Speed Vehicle Regulations

*Recommendation:*

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 8.18 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO GOLF CARTS AND LOW-SPEED VEHICLES

7.3 Water Quality Regulations

*Recommendation:*

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING ORDINANCE NO. 19-01 AND AMENDING CHAPTER 4.14 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO WATER QUALITY

## **VIII. CITY COUNCIL BUSINESS**

- 8.1 Fiscal Years 2019-21 Budget and Work Plan & Fiscal Years 2019-30 Capital Improvement Program Development

*Recommendation:* Discuss and provide direction to staff.

## **IX. CITY COUNCIL REPORTS AND COMMENTS**

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

- 9.1 Coastal Greenbelt Authority  
Mayor Conners; Alternate: Councilmember Horne
- 9.2 Orange County Fire Authority  
Mayor Pro Tem Hatch

- 9.3 Orange County Library Advisory Board  
Councilmember Rainey; Alternate: Councilmember Moore
- 9.4 Orange County Mosquito and Vector Control District  
Councilmember Horne
- 9.5 San Joaquin Hills Transportation Corridor Agency  
Mayor Connors; Alternate: Councilmember Moore
- 9.6 South Orange County Watershed Management Area  
Councilmember Moore; Alternate: Mayor Pro Tem Hatch
- 9.7 Other Comments and Reports

**X. CLOSED SESSION**

Prior to convening in closed session, the City Council will hear public comments on items appearing on the closed session agenda.

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

**XI. CLOSED SESSION REPORT**

**XII. ADJOURNMENT**

Next Regular Meeting:                      Wednesday, April 17, 2019 at 2 p.m.  
Laguna Woods City Hall  
24264 El Toro Road, Laguna Woods, California 92637

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**4.1  
PROCLAMATION –  
WOMEN’S HISTORY MONTH –  
MARCH 2019**

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**Proclamation  
City of Laguna Woods  
Women’s History Month  
March 2019**

**WHEREAS**, women have played a critical role in the social, economic, and political development of the United States; and

**WHEREAS**, women have a proud legacy of service and dedication to our community, state, and country; and

**WHEREAS**, women have been leaders – not only in securing their own rights of suffrage and equal opportunity – but also in the abolitionist movement, emancipation movement, industrial labor movement, civil rights movement, and other movements, which have helped to create a more fair and just society for all; and

**WHEREAS**, Women’s History Month is a time for all Americans to remember the stories and teachings of women who have helped to combat prejudice, further causes of consequence, and build, serve, and enrich our nation; and

**WHEREAS**, the City of Laguna Woods is committed to embracing diversity.

**NOW, THEREFORE, BE IT RESOLVED** that the Laguna Woods City Council does hereby proclaim March 2019 as “Women’s History Month” in the City of Laguna Woods and encourages reflection on the contributions that women have made and continue to make, both locally and throughout our nation.

Dated this 20<sup>th</sup> day of March, 2019

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Cynthia Conners  
Mayor

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Attest: Yolie Trippy  
Deputy City Clerk

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4.2  
**ALL OF US RESEARCH PROGRAM  
PRESENTATION  
(NO REPORT)**

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**6.1-6.9**  
**CONSENT CALENDAR SUMMARY**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** March 20, 2019 Regular Meeting

**SUBJECT:** Consent Calendar Summary

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### **Recommendation**

Approve all proposed actions on the March 20, 2019 Consent Calendar by single motion and City Council action.

### **Background**

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

### **Summary**

The March 20, 2019 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on February 20, 2019.
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of February 2019.
- 6.3 Approval of the warrant register dated March 20, 2019 in the amount of \$332,160.33. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at or from City Hall.

- 6.4 [1] Approval of an amended job classification for the following City employee position: Administrative Services Director/City Treasurer. After a review of organizational structure, the City Manager has determined that oversight of the City Clerk's Office and certain risk management functions will be transferred from the Administrative Services Department to the City Manager's Office in order to ensure the efficient, effective, and economical conduct of City business. The proposed amended job classification for the Administrative Services Director/City Treasurer position would formalize that realignment of responsibilities and modify minimum qualifications, as well as clarify and make more explicit essential job duties.

AND

[2] Adoption of a resolution repealing Resolution No. 19-03 and establishing a compensation schedule and benefits for City employees. The proposed resolution would increase the compensation range for the Administrative Services Director/City Treasurer position from \$104,706 – \$146,588 per year to \$110,982 – \$155,374 per year. As proposed, the compensation range for the Administrative Services Director/City Treasurer position would begin approximately 12% above the compensation range for the Senior Accountant position. No other compensation-related amendments are proposed.

- 6.5 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding. The City's procurement regulations generally require competitive bidding when the estimated cost of services is \$25,000 or more over the term of the agreement, but allow for the waiver of those provisions at the discretion of the City Council.

AND

[2] Approval of a legal representation letter extending and amending the agreement with Rutan & Tucker, LLP for legal services as City Attorney and authorization for the Mayor to execute the legal representation letter. The proposed legal representation letter provides for continuity in City Attorney services through June 30, 2021, with David B. Cosgrove continuing to serve as City Attorney and Alisha Patterson continuing to serve as Assistant City Attorney. Rates would increase effective July 1, 2019. Rutan & Tucker, LLP has provided the City with legal services as City Attorney since April 2011.

- 6.6 Approval of an agreement with Great Scott Tree Service, Inc. for tree pruning and removal services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The Request for Proposals (“RFP”) for tree pruning and removal services was released on January 31, 2019 with proposals due by February 22, 2019. A total of three proposals were received (BrightView Tree Care Services, Great Scott Tree Service, Mariposa Landscapes, and West Coast Arborists). After reviewing all proposals, staff recommends that the City Council award the agreement to Great Scott Tree Service due to factors including, but not limited to, cost, experience, and qualifications. Great Scott Tree Services has provided tree pruning and removal services to the City since March 1, 2018 and provides or has provided similar services for the cities of Irvine, Lake Forest, Long Beach, Newport Beach, and Seal Beach.
- 6.7 Approval of a motion to receive and file the General Plan Annual Report for the 2018 calendar year. The City is required to file a report describing the status of the implementation of the General Plan with the City Council, the State of California’s Office of Planning and Research, and the State of California’s Department of Housing and Community Development no later than April 1 of each year [California Government Code Section 65400(a)(2)].
- 6.8 [1] Approval of final plans and specifications reflecting completion of the “City Hall Restroom Repair and Improvement Project” (“Project”), as-built (available for review at City Hall); [2] acceptance of project completion of the contract agreement with New Millennium Construction Services, Inc. for the Project; [3] release of contract retention in the amount of \$16,142.37 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange, provided no Stop Notices are on file with the City preventing the release of the contract retention; and, [4] exoneration of project posted bonds 35 days following recordation of the Notice of Completion with the County of Orange. The Project is included in the City’s Capital Improvement Program.
- 6.9 Rejection of all bids received for the “City Hall Refurbishment and Safety Project: Phase 1”. Bids were invited for the project from January 10, 2019 to February 1, 2019. Three bids were received (New Millennium Construction Services, RS Construction & Development, and SD Remodeling); however, staff recommends that all bids be rejected in order to allow for revisions to

the scope of work and bidding requirements. If rejected, staff would revise the plans and specifications and issue a new bid solicitation.

**6.1**  
**CITY COUNCIL MINUTES**

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**CITY OF LAGUNA WOODS CALIFORNIA  
CITY COUNCIL MINUTES  
REGULAR MEETING  
February 20, 2019  
2:00 P.M.  
Laguna Woods City Hall  
24264 El Toro Road  
Laguna Woods, California 92637**

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**I. CALL TO ORDER**

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

**II. ROLL CALL**

COUNCILMEMBER:           PRESENT:   Horne, Moore, Rainey, Hatch, Connors  
                                  ABSENT:   -

STAFF PRESENT:           City Manager Macon, City Attorney Cosgrove, Deputy City Clerk  
                                  Trippy

**III. PLEDGE OF ALLEGIANCE**

Fran Williams, resident, led the pledge of allegiance.

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1   Black History Month – February 2019

Councilmembers made comments.

Fran Williams, African American Heritage Club, made comments.

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

4.2   OC Human Relations Commission Annual Report

Ken Inouye, OC Human Relations Commission, presented the annual report for the OC Human Relations Commission and responded to questions from Councilmembers.

4.3   Text-to-911 Presentation

Chief of Police Services Fred Thompson, Orange County Sheriff's Department, introduced

incoming Chief of Police Service Lieutenant Gene Inouye.

Lieutenant Inouye provided an overview of the new Text-to-911 program and responded to questions from Councilmembers and members of the audience.

**V. PUBLIC COMMENT**

Janice Burstin, resident, asked about the regulation of bicyclists.

Staff briefly responded to Ms. Burstin's comments.

**VI. CONSENT CALENDAR**

Moved by Councilmember Horne, seconded by Councilmember Rainey, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 6.1 – 6.5.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on January 16, 2019.

6.2 City Treasurer's Report

Received and filed the City Treasurer's Report for the month of January 2019.

6.3 Warrant Register

Approved the warrant register dated February 20, 2019 in the amount of \$646,913.63.

6.4 Tree Pruning and Removal Services

Approved an extension of the agreement with Great Scott Tree Service, Inc. for tree pruning and removal services and authorized the City Manager to execute the extension, subject to approval as to form by the City Attorney.

6.5 Dog Park Relocation Project: Phase 1

Ratified the City Manager's execution of the takeover agreement with United States Fire Insurance Company for completion of the construction of the "Dog Park Relocation Project: Phase 1," in the amount of \$314,070.56, plus authorized change orders not to exceed \$22,422.31; and authorized the City Manager to approve change orders.

**VII. PUBLIC HEARINGS – None**

**VIII. CITY COUNCIL BUSINESS**

8.1 Budgeting, Reserves, and Reporting Policy

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Moore, seconded by Mayor Pro Tem Hatch, and carried unanimously on a 5-0 vote, to adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AMENDMENTS TO ADMINISTRATIVE POLICY 2.9 PERTAINING TO BUDGETING RESERVES, AND REPORTING

8.2 City Council Meeting Schedule

City Manager Macon made a presentation.

Moved by Councilmember Horne, seconded by Councilmember Rainey, and carried unanimously on a 5-0 vote, to reschedule the regular City Council meeting on March 20, 2019 at 2 p.m. at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637.

**IX. CITY COUNCIL REPORTS AND COMMENTS**

9.1 Coastal Greenbelt Authority

Mayor Connors provided a report.

9.2 Orange County Fire Authority

Mayor Pro Tem Hatch provided a report.

Division Chief Mike Contreras, Orange County Fire Authority, provided a brief update on the current rainfall.

9.3 Orange County Library Advisory Board

Councilmember Rainey provided a report.

9.4 Orange County Mosquito and Vector Control District

Councilmember Horne provided a report.

9.5 San Joaquin Hills Transportation Corridor Agency

Mayor Connors provided a report.

9.6 South Orange County Watershed Management Area

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

9.7 Other Comments and Reports

Mayor Conners commented on activities at the Orange County Great Park.

Councilmember Horne encouraged the community to take advantage of the 211RIDE program and to visit [www.helpstartshere.org](http://www.helpstartshere.org). She also provided a report on the California Senior Legislature.

Councilmember Rainey provided a report on the Orange County Veterans Legislative Breakfast Briefing and a recent Senior Citizen Advisory Council meeting.

Councilmember Horne noted openings to serve on the Senior Citizen Advisory Council.

Councilmember Moore reminded the community that the City will be showing a movie at City Hall later in the evening for Black History Month.

Mayor Conners reminded the community of the upcoming shredding event on February 22, 2019 at St. Nicolas Church.

**X. CLOSED SESSION**

Prior to convening in closed session, an opportunity was provided for public comments on items appearing on the closed session agenda. No such public comments were received.

10.1 The City Council met in closed session under the authority of California Government Code sections 54946.9(d)(2) and (e)(1) to discuss significant exposure to litigation in three cases.

**XI. CLOSED SESSION REPORT**

The City Council reconvened in open session at 4:26 p.m. City Attorney Cosgrove stated there was no reportable action under Government Code Section 54957.1.

**XII. ADJOURNMENT**

The meeting was adjourned at 4:26 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, March 20, 2019, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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YOLIE TRIPPY, Deputy City Clerk

Adopted: March 20, 2019

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CYNTHIA CONNERS, Mayor

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**6.2**  
**CITY TREASURER'S REPORT**

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**City of Laguna Woods**  
**City Treasurer's Report**  
**For the Month Ended February 28, 2019**

ITEM 6.2

**CASH AND INVESTMENTS**

|   | Beginning<br>Balances<br>As of 1/31/19 | Earnings &<br>Receipts | Disbursements       | Purchases,<br>Transfers &<br>Other<br>Adjustments | Ending<br>Balances<br>As of 2/28/19 | % of Total Cash<br>& Investment<br>Balances | Maximum %<br>Allowed per<br>Investment<br>Policy |
|---|--|------------------------|---------------------|---|-------------------------------------|---|--|
| <b>Cash and Cash Equivalents</b>                                    |  |                        |                     |   |                                     |   |  |
| Analyzed Checking Account (Note 3)                                  | \$ 1,501,487                           | \$ 352,927             | \$ (483,566)        | \$ -  | \$ 1,370,849                        | 12.65%                                      |  |
| Cash Balances, Multi-Bank Securities (MBS) Account                  | \$ 5,942                               | \$ 3,548               | \$ (5,942)          | \$ -  | \$ 3,548                            | 0.03%                                       |  |
| Earned Interest in Transit and Accrued Interest, Securities Account | \$ 10,374                              | \$ 5,369               | \$ (3,548)          | \$ -  | \$ 12,196                           | 0.11%                                       |  |
| Petty Cash  | \$ 1,476                               | \$ -                   | \$ (186)            | \$ -  | \$ 1,290                            | 0.01%                                       |  |
| Total Cash and Cash Equivalents                                     | \$ 1,519,279                           | \$ 361,844             | \$ (493,242)        | \$ -  | \$ 1,387,882                        | 12.81%                                      | 100.00%  |
| <b>Pooled Money Investment Accounts (PIMA)</b>                      |  |                        |                     |   |                                     |   |  |
| Local Agency Investment Fund (LAIF) (Notes 1 and 2)                 | \$ 4,870,806                           | \$ -                   | \$ -                | \$ -  | \$ 4,870,806                        | 44.96%                                      |  |
| Orange County Investment Pool (OCIP) (Notes 1 and 2)                | \$ 2,071,043                           | \$ 6,295               | \$ (104)            | \$ -  | \$ 2,077,234                        | 19.18%                                      |  |
| Total Pooled Money Investment Accounts                              | \$ 6,941,850                           | \$ 6,295               | \$ (104)            | \$ -  | \$ 6,948,041                        | 64.14%                                      | 90.00%   |
| <b>Investments - Interest and Income Bearing</b>                    |  |                        |                     |   |                                     |   |  |
| Certificates of Deposit (book value) (Note 4)                       | \$ 2,497,003                           | \$ -                   | \$ -                | \$ -  | \$ 2,497,003                        | 23.05%                                      |  |
| Total Investments   | \$ 2,497,003                           | \$ -                   | \$ -                | \$ -  | \$ 2,497,003                        | 23.05%                                      | 30.00%   |
| <b>TOTAL CASH, CASH EQUIVALENTS, AND INVESTMENTS</b>                | <b>\$ 10,958,132</b>                   | <b>\$ 368,139</b>      | <b>\$ (493,346)</b> | <b>\$ -</b>                                       | <b>\$ 10,832,926</b>                | <b>100.00%</b>                              |  |

**Summary of Total Cash, Cash Equivalents, and Investments (Note 4):**

|                          | General Fund        | Special<br>Revenue Funds | Totals               |
|--------------------------|---------------------|--------------------------|----------------------|
| Analyzed Checking        | \$ 163,944          | \$ 1,206,905             | \$ 1,370,849         |
| Cash, Securities Account | \$ 3,548            | \$ -                     | \$ 3,548             |
| Interest in Transit      | \$ 12,196           | \$ -                     | \$ 12,196            |
| Petty Cash               | \$ 1,290            | \$ -                     | \$ 1,290             |
| LAIF                     | \$ 4,870,806        | \$ -                     | \$ 4,870,806         |
| OCIP                     | \$ 2,077,234        | \$ -                     | \$ 2,077,234         |
| Certificates of Deposit  | \$ 2,497,003        | \$ -                     | \$ 2,497,003         |
| <b>Totals</b>            | <b>\$ 9,626,021</b> | <b>\$ 1,206,905</b>      | <b>\$ 10,832,926</b> |

(See **NOTES** on Page 3 of 3)



**City of Laguna Woods  
City Treasurer's Report  
For the Month Ended February 28, 2019**

ITEM 6.2

**INVESTMENT PORTFOLIO DETAIL**

| CUSIP  | Investment # | Issuer                           | Term      | Purchase Date | Settlement Date | Par Value        | Market Value     | Book Value       | Stated Rate (Note 5) | Coupon Type | 1st Coupon Date | Rating or Rank (*) | Yield to Maturity 365 Days | Maturity Date |
|--|--------------|----------------------------------|-----------|---------------|-----------------|------------------|------------------|------------------|----------------------|-------------|-----------------|--------------------|----------------------------|---------------|
| <b>Money Funds and Certificate of Deposits (CDs, Federal Deposit Insurance Corporation (FDIC) Insured)</b> |              |                                  |           |               |                 |                  |                  |                  |                      |             |                 |                    |                            |               |
| 508176CH5  | 2017-2       | LAKE CITY BANK                   | 24 months | 03/08/17      | 03/22/17        | 245,000          | 244,909          | 245,000          | 1.600                | Monthly     | 04/22/17        | 300                | 1.600                      | 03/22/19      |
| 38148PTD9  | 2017-6       | GOLDMAN SACHS BANK USA           | 36 months | 11/16/17      | 11/22/17        | 245,000          | 242,516          | 245,000          | 2.050                | Semi-Annual | 05/22/18        | Green*             | 2.050                      | 11/23/20      |
| 61747ML58  | 2018-1       | MORGAN STANLEY BK N A SALT LAKE  | 36 months | 02/14/18      | 02/22/18        | 100,000          | 99,813           | 100,000          | 2.600                | Semi-Annual | 08/22/18        | Green***           | 2.600                      | 02/22/21      |
| 101120DW0  | 2018-2       | BOSTON PRIVATE BANK & TR         | 21 months | 03/09/18      | 03/23/18        | 245,000          | 244,731          | 245,000          | 2.300                | Monthly     | 04/23/18        | Green***           | 2.300                      | 12/23/19      |
| 64944RJO   | 2018-3       | NEW YORK COMMUNITY BANK          | 24 months | 03/23/18      | 03/28/18        | 100,000          | 99,914           | 100,000          | 2.450                | Semi-Annual | 09/28/18        | Green***           | 2.450                      | 03/27/20      |
| 05580AMD3  | 2018-4       | BMW BANK NORTH AMERICA           | 36 months | 03/23/18      | 03/29/18        | 245,000          | 244,939          | 245,000          | 2.700                | Semi-Annual | 09/29/18        | Green***           | 2.700                      | 03/29/21      |
| 254673RS7  | 2018-5       | DISCOVER BANK (#5649)            | 36 months | 07/11/18      | 07/18/18        | 245,000          | 246,360          | 245,000          | 3.000                | Semi-Annual | 01/18/19        | Green***           | 3.000                      | 07/19/21      |
| 90348JEA4  | 2018-6       | UBS BANK USA                     | 48 months | 10/01/18      | 10/05/18        | 245,000          | 247,590          | 245,000          | 3.250                | Monthly     | 11/05/19        | Green***           | 3.250                      | 10/05/22      |
| 61760ARV3  | 2018-7       | MORGAN STANLEY PRIVATE BK NATL   | 60 months | 11/06/18      | 11/15/18        | 245,000          | 250,192          | 245,000          | 3.550                | Semi-Annual | 05/15/19        | Green***           | 3.550                      | 11/15/23      |
| 87164YQG2  | 2018-8       | SYNCHRONY BANK RETAIL/MORGAN     | 41 months | 12/07/18      | 12/11/18        | 100,000          | 98,522           | 97,003           | 2.470                | Semi-Annual | 05/19/19        | Green***           | 3.329                      | 05/19/22      |
| 02589AA28  | 2018-9       | AMERICAN EXPRES NATL             | 60 months | 12/07/18      | 12/10/18        | 240,000          | 245,093          | 240,000          | 3.550                | Semi-Annual | 06/04/19        | Green***           | 3.550                      | 12/04/23      |
| 817164YQG2   | 2018-10      | FIRST TECHNOLOGY FED CU MTN VIEW | 41 months | 12/07/18      | 12/11/18        | 245,000          | 250,780          | 245,000          | 3.590                | Semi-Annual | 05/19/19        | Green***           | 3.590                      | 05/19/22      |
|  |              | Accrued Interest - Month End     |           |               |                 |                  | 12,196           |                  |                      |             |                 |                    |                            |               |
| <b>Total CDs</b>   |              |                                  |           |               |                 | <b>2,500,000</b> | <b>2,527,552</b> | <b>2,497,003</b> |                      |             |                 |                    |                            |               |

(\*) At the time of purchase and until September 2017, CDs were rated or ranked using an IDC Financial Publishing, Inc. (IDC) compiled ranking, and includes a one-number summary rank of quality comprised of 35 key financial ratios. Ranks range from 1 (the lowest) to 300 (the highest) and fall into one of the following six groups per Table 1. Post September 2017, CDs are ranked using the Veribanc Rating System, a two-part color code and star classification system which tests the present standing and future outlook by reviewing an institution's capital strength, asset quality, management ability, earnings sufficiency, liquidity, and sensitivity to market risk. Table 2 below summarizes the Veribanc color rankings. Veribanc star ratings of one to three, with three being best, are used to help review a possible future trend of an institutions health based on metrics from ten prior quarters. A rating of one, two, or three, are not necessarily an indicator of risk or an undesirable investment. The City reviews other rating systems and issuer financials before choosing any investment.

Table 1: CD Rankings (used prior to September 2017)

| IDC Rank | Group Meaning                  |
|----------|--------------------------------|
| 200-300  | Superior                       |
| 165-199  | Excellent                      |
| 125-164  | Average                        |
| 75-124   | Below Average                  |
| 2-74     | Lowest Ratios                  |
| 1        | Highest Probability of Failure |

Table 2: Veribanc Color Rankings (used post September 2017)

| Veribanc Rank | Color Meaning   |
|---------------|---|
| Green         | Highest rating, exceeds qualifications in equity and income tests   |
| Yellow        | Merits attention, meets minimal qualifications in equity and income tests                                   |
| Red           | Merits close attention, does not meet minimal qualifications for equity and has incurred significant losses |

**Government Pooled Money Investment Accounts (Notes 1, 2, and 3)**

|                   |     |                                      |     |         |         |                  |                  |                  |         |     |     |     |     |     |
|-------------------|-----|--------------------------------------|-----|---------|---------|------------------|------------------|------------------|---------|-----|-----|-----|-----|-----|
| N/A               | N/A | Local Agency Investment Fund (LAIF)  | N/A | Various | Various | 4,870,806        | 4,870,806        | 4,870,806        | Pending | N/A | N/A | N/A | N/A | N/A |
| N/A               | N/A | Orange County Investment Pool (OCIP) | N/A | Various | Various | 2,077,234        | 2,077,234        | 2,077,234        | Pending | N/A | N/A | N/A | N/A | N/A |
| <b>Total PIMA</b> |     |                                      |     |         |         | <b>6,948,041</b> | <b>6,948,041</b> | <b>6,948,041</b> |         |     |     |     |     |     |

(See **NOTES** on Page 3 of 3)



**City of Laguna Woods**  
**City Treasurer's Report**  
**For the Month Ended February 28, 2019**

ITEM 6.2

**OTHER FUNDS - HELD IN TRUST**

|  | Beginning<br>Balances<br>As of 1/31/19 | Contributions /<br>(Withdrawals) | Administrative<br>Fees &<br>Investment<br>Expense | Unrealized Gain /<br>(Loss) | Ending Balances<br>As of 2/28/19 |
|--|--|----------------------------------|---|-----------------------------|----------------------------------|
| <b>Other Post-Employment Benefits (OPEB) Trust</b>   |  |                                  |   |                             |                                  |
| CalPERS California Employers' Retiree Benefit Trust (CERBT)<br>(CERBT holds all assets and administers the OPEB Trust) | \$ 94,991                              | \$ -                             | \$ (6)  | \$ 674                      | \$ 95,658                        |
| <b>Total Other Funds - Held in Trust</b>   | <b>\$ 94,991</b>                       | <b>\$ -</b>                      | <b>\$ (6)</b>                                     | <b>\$ 674</b>               | <b>\$ 95,658</b>                 |

**Notes:**

Note 1 - During January 2019, transaction activity in government money market funds, investment accounts and fiduciary trusts included:

LAIF / The City made deposits to or withdrawals from the LAIF account.

OCIP / The City made no deposits to or withdrawals from the OCIP account.

Investments / The City did not purchase investments and there were no maturities.

OPEB Trust / The City made no contributions to the OPEB Trust in February 2019. The Fund experienced a net gain of \$673.81 in February 2019.

Note 2 - Investment earnings on government pooled money investment accounts deposited and reported January 2019 net of related fees were:

| Pool | Earnings Post | Prior Period Earnings Deposited | Deposit for Period Ended | Current Month / Quarter Gross Yield | Current Month Earnings Will Post | Notes  |
|------|---------------|---------------------------------|--------------------------|-------------------------------------|----------------------------------|--|
| LAIF | Quarterly     | \$0                             | N/A                      | See Notes                           | April 2019                       | The gross yield this last quarter was reduced by administrative fees averaging 0.463%. Total pool interest for January 2019 was 2.355% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.                            |
| OCIP | Monthly       | \$6,295                         | October 2018             | See Notes                           | See Notes                        | The OCIP February 2019 statement had not been received at the time of this report. Interest is posted two to three months in arrears and fees are posted monthly. Accrued interest pending payment at 1/31/19 was \$12,661.90. January interest was 2.104% and fees were 0.059%. |

Note 3 - Analyzed Checking Account / Monthly activity reported does not reflect January vendor invoicing processed after the date of this report.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest \$3,547.57 and transferred out \$5,942.10 in cash balances to the City's checking account in January. Cash balances to be invested or paid out are classified separately on page 1 of 3. The City portfolio also has \$12,195.61 in accrued interest, not yet vested.

**City Treasurer's Certification**

I, Margaret A. Cady, City Treasurer, do hereby certify:

- That all investment actions executed since the last report have been made in full compliance with the City's Investment of Financial Assets Policy; and
- That the City is able to meet all cash flow needs which might reasonably be anticipated for the next 12 months.

*Margaret A Cady*

Margaret A. Cady, City Treasurer

*3/11/19*

Dated

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**6.3**  
**WARRANT REGISTER**

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**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
03/20/2019**

This Report Covers the Period 02/09/2019 through 03/06/2019

| Date             | Vendor Name                               | Description  | Amount    |
|------------------|---|--|-----------|
| <b>Debit</b>     | <b>Automatic Bank Debits:</b>             |  |           |
| Debit 02/12/2019 | BANCORP                                   | Service Charge / Merchant Processing   | 15.00     |
| Debit 02/15/2019 | ADP TAX                                   | Payroll Taxes / Pay Period Ended 02/15/2019                                  | 8,685.95  |
| Debit 02/15/2019 | ADP WAGE PAY                              | Payroll Transfer / Pay Period Ended 02/15/2019                               | 16,602.15 |
| Debit 02/13/2019 | BUSINESS PLANS                            | Employee Benefit Program / February 2019                                     | 308.33    |
| Debit 02/13/2019 | ICMA / MFRS AND TRADERS TRUST             | Employee Benefit Program / Pay Period Ended 02/01/2019                       | 1,114.61  |
| Debit 02/15/2019 | ADP PAYROLL SERVICES                      | Payroll Processing Fees / Pay Period Ended 02/15/2019                        | 179.48    |
| Debit 02/19/2019 | ICMA / MFRS AND TRADERS TRUST             | Employee Benefit Program / Pay Period Ended 03/01/2019                       | 1,114.61  |
| Debit 02/20/2019 | BANCORP                                   | Service Charge / Merchant Processing   | 9.87      |
| Debit 02/20/2019 | CALPERS - HEALTH                          | Employee Benefit Program / March 2019  | 4,472.49  |
| Debit 02/26/2019 | BANCORP                                   | Service Charge / Merchant Processing   | 13.46     |
| Debit 02/27/2019 | BUSINESS PLANS                            | Employee Benefit Program / February 2019                                     | 108.34    |
| Debit 03/01/2019 | ADP PAYROLL SERVICES                      | Payroll Processing Fees / Pay Period Ended 03/01/2019                        | 163.32    |
| Debit 03/04/2019 | ADP TAX                                   | Payroll Taxes / January 2019 and February 2019 Payrolls                      | 822.34    |
| Debit 03/06/2019 | ADP TAX                                   | Payroll Taxes / Pay Period Ended 03/01/2019                                  | 9,491.02  |
| Debit 03/06/2019 | ADP WAGE PAY                              | Payroll Transfer / Pay Period Ended 03/01/2019                               | 18,703.88 |
| <b>Check</b>     | <b>Warrants:</b>                          |  |           |
| 2770 02/19/2019  | ORANGE COUNTY CLERK-RECORDER              | Document Recording Fee   | 183.00    |
| 2771 02/19/2019  | ORANGE COUNTY CLERK-RECORDER              | Document Recording Fee   | 183.00    |
| 2772 02/21/2019  | BALLIET, MICHAEL                          | Waste Management Consulting Services / January 2019                          | 2,403.75  |
| 2773 02/21/2019  | BUSINESS PLANS, INCORPORATED              | 125 Cafeteria Plan Administration / February 2019                            | 100.00    |
| 2774 02/21/2019  | CAA                                       | Water Quality Services / January 2019  | 3,705.00  |
| 2775 02/21/2019  | CALIFORNIA YELLOW CAB                     | Taxi Voucher Services / January 2019   | 5,229.00  |
| 2776 02/21/2019  | CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC  | Police Services Analysis / Fiscal Year 2018-19                               | 6,000.00  |
| 2777 02/21/2019  | CIVIL SOURCE                              | Moulton Parkway Traffic Synchronization Maintenance / August - December 2018 | 12,152.53 |
| 2777 02/21/2019  | CIVIL SOURCE                              | Traffic Engineering / November - December 2018                               | 22,885.00 |
| 2777 02/21/2019  | CIVIL SOURCE                              | Building Inspection & Counter Services / November - December 2018            | 59,318.50 |
| 2778 02/21/2019  | COUNTY OF ORANGE                          | 800 MHz Communication Charges / October - December 2018                      | 264.00    |
| 2779 02/21/2019  | COUNTY OF ORANGE                          | Automated Fingerprint ID System / February 2019                              | 658.00    |
| 2780 02/21/2019  | FOREST PRINTING & COPYING INC             | Printing Services  | 1,982.60  |
| 2781 02/21/2019  | KFORCE INC                                | Temporary Accountant Services / Week Ending February 10, 2019                | 2,240.32  |
| 2782 02/21/2019  | NEW MILENNIUM CONSTRUCTION SERVICES, INC. | City Hall Restroom Repair & Improvement Project / February 2019              | 7,691.16  |
| 2783 02/21/2019  | OBR ARCHITECTURE, INC.                    | City Hall Restroom Repair & Improvement Project / January 2019               | 759.99    |
| 2784 02/21/2019  | PV MAINTENANCE INC                        | Streets, City Hall & Park Maintenance / January 2019                         | 15,499.29 |
| 2785 02/21/2019  | RICOH USA, INC.                           | Copier Usage / January 2019  | 214.17    |
| 2786 02/21/2019  | SOUTHERN CALIFORNIA EDISON                | Electric Services / January 2019   | 2,661.82  |
| 2787 02/21/2019  | TYLER TECHNOLOGIES, INC.                  | Permitting Software  | 1,923.75  |
| 2788 03/06/2019  | TYLER BUSINESS FORMS                      | Replacement for Check #2739 dated January 29, 2019                           | 84.80     |

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
03/20/2019**

ITEM 6.3

This Report Covers the Period 02/09/2019 through 03/06/2019

| Date | Vendor Name | Description                           | Amount   |           |
|------|-------------|---------------------------------------|--|-----------|
| 2789 | 03/06/2019  | TYLER TECHNOLOGIES, INC.              | Replacement for Check #2663 dated December 19, 2018                      | 2,344.00  |
| 2790 | 03/06/2019  | 360 BUSINESS CONSULTING               | Website Hosting / February 2019  | 200.00    |
| 2791 | 03/06/2019  | AT&T                                  | Telephone / 583-1105 / January 2019                                      | 20.71     |
| 2792 | 03/06/2019  | AT&T                                  | White Pages / February 2019  | 4.48      |
| 2793 | 03/06/2019  | AT&T                                  | Telephone / 581-9821 / January 2019                                      | 43.23     |
| 2794 | 03/06/2019  | BOULDER ASSOCIATES PC                 | Permit Deposit Balance Refund  | 998.80    |
| 2795 | 03/06/2019  | CALIBER SIGNS & IMAGING INC           | Signage for Shredding Event  | 134.71    |
| 2796 | 03/06/2019  | CALIFORNIA YELLOW CAB                 | NEMT Taxi Voucher Services / January 2019                                | 9,168.00  |
| 2797 | 03/06/2019  | CAPTIONING UNLIMITED                  | Closed Captioning Services / February 2019                               | 200.00    |
| 2798 | 03/06/2019  | CAROLYNA MESSINA AND ASSOCIATES, INC. | Employee Development Services / February 2019                            | 855.00    |
| 2799 | 03/06/2019  | CIVIL SOURCE                          | Building Inspection & Counter Services / January 2019                    | 36,034.00 |
| 2800 | 03/06/2019  | COMPUTER SERVICE COMPANY              | Traffic Maintenance / January 2019                                       | 1,205.85  |
| 2801 | 03/06/2019  | COUNTY OF ORANGE                      | 800 MHz Communication Charges / January - March 2019                     | 783.00    |
| 2802 | 03/06/2019  | CSG CONSULTANTS INC                   | Building Plan Review Services / January 2019                             | 2,380.00  |
| 2803 | 03/06/2019  | DELTA DENTAL OF CALIFORNIA            | Employee Benefits Program / March 2019                                   | 293.37    |
| 2804 | 03/06/2019  | EL TORO WATER DISTRICT                | Water Service / December 2018  | 5,116.65  |
| 2805 | 03/06/2019  | EPLACE SOLUTIONS, INC.                | Cyber Risk Survey  | 7,577.37  |
| 2806 | 03/06/2019  | HDL COREN & CONE                      | Property Tax Consulting Services   | 2,100.00  |
| 2807 | 03/06/2019  | KFORCE INC                            | Temporary Accountant Services / Weeks Ending February 3 & 15, 2019       | 4,568.16  |
| 2808 | 03/06/2019  | KONE INC.                             | City Hall Elevator Maintenance / January 2019                            | 267.64    |
| 2809 | 03/06/2019  | LAS PALMAS SUBTENANT LP               | Permit Deposit Balance Refund  | 2,476.40  |
| 2810 | 03/06/2019  | MANAGED HEALTH NETWORK                | Employee Benefits Program / March 2019                                   | 14.63     |
| 2811 | 03/06/2019  | MICHAEL BAKER INTERNATIONAL           | Planning Services / January 2019   | 2,996.25  |
| 2812 | 03/06/2019  | NATIONAL CONSTRUCTION RENTALS, INC.   | Fence Rental for Dog Park / February 2019                                | 38.16     |
| 2813 | 03/06/2019  | ORANGE COUNTY REGISTER-NOTICES        | Public Notices / January 2019  | 1,982.80  |
| 2814 | 03/06/2019  | ORANGE COUNTY TREASURER               | General Election Services / November 2018                                | 15,223.73 |
| 2815 | 03/06/2019  | PETTY CASH                            | Replenish Petty Cash (petty cash is reported when paid out - see note 2) | 0.00      |
| 2816 | 03/06/2019  | PRACTICAL DATA SOLUTIONS              | IT Support Services / December 2018 & February 2019                      | 4,839.13  |
| 2817 | 03/06/2019  | RICOH USA, INC.                       | Copier Lease / March 2019  | 214.20    |
| 2818 | 03/06/2019  | SOUTHERN CALIFORNIA EDISON            | Street Lighting - Residential / February 2019                            | 1,780.22  |
| 2819 | 03/06/2019  | SUNSET PROPERTY SERVICES              | Street Sweeping Services / January 2019                                  | 3,540.00  |
| 2820 | 03/06/2019  | THE GAS COMPANY                       | Gas Service - City Hall / January 2019                                   | 165.25    |
| 2821 | 03/06/2019  | TONY'S LOCKSMITH & SAFE SERV.         | City Hall Maintenance / February 2019                                    | 443.60    |
| 2822 | 03/06/2019  | U.S. BANK                             | Credit Card Charges (expenditures reported separately - see note 3)      | 2,997.09  |
| 2823 | 03/06/2019  | UNITED SITE SERVICES                  | Fence Rental for Dog Park / March 2019                                   | 77.28     |
| 2824 | 03/06/2019  | VISION SERVICE PLAN OF AMERICA        | Employee Benefits Program / March 2019                                   | 145.09    |
| 2825 | 03/06/2019  | WILLDAN ENGINEERING                   | Code Enforcement Services / January 2019                                 | 1,827.00  |
| 2825 | 03/06/2019  | WILLDAN ENGINEERING                   | Building Official Services / January 2019                                | 11,160.00 |

**Total Bank Debits and Warrants: \$ 332,160.33**

**TOTAL \$ 332,160.33**

**Petty Cash Expenditures Paid Out** (See Note 2)

FedEx Office Binding Services

Total Petty Cash: \$32.27

**NOTES:**

Note 1 - City Councilmembers are eligible to receive either a salary or vehicle reimbursement allowance in the amount of \$300 per month (\$3,600 per year). Such

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
03/20/2019**

This Report Covers the Period 02/09/2019 through 03/06/2019

| Date   | Vendor Name              | Description  | Amount            |
|--|--------------------------|--|-------------------|
| <p>compensation is included in the City's regular payroll (see "ADP Payroll Services" under "Automatic Bank Debits"), unless waived by the Councilmember. For the month of February 2019, the following Councilmembers received compensation in the amount of \$300: Conners, Hatch, Horne, and Rainey.</p> <p>Note 2 - Petty cash is reported as cash is paid out, not when the fund is replenished.</p> <p>Note 3 - The table below summarizes credit card expenditures paid via Check #2822 to U.S. Bank totaling \$2,997.09:</p> |                          |  |                   |
|  | Crossroads Exchange Club | Orange County Fire Authority Awards Dinner / Hatch & Macon | \$110.00          |
|  | Amazon                   | Office Supplies  | \$46.43           |
|  | FedEx                    | Postage  | \$105.80          |
|  | GovernmentJobs.com       | Accountant Recruitment Posting                             | \$175.00          |
|  | Fences 4 Less            | Replacement Fence for Dog Park                             | \$2,024.73        |
|  | Big D Floor Covering     | Supplies / City Hall Restroom Repair & Improvement Project | \$351.95          |
|  | Fast Signs               | Supplies / City Hall Restroom Repair & Improvement Project | \$183.18          |
| <b>Total Credit Card Reimbursement:</b>  |                          |  | <b>\$2,997.09</b> |

**Administrative Services Director/City Treasurer's Certification**

I, Margaret A. Cady, Administrative Services Director / City Treasurer, do hereby certify:

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

*Margaret A. Cady, Administrative Services Director/City Treasurer*

Margaret A. Cady, Administrative Services Director/City Treasurer

*3/11/19*

Dated

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**6.4**  
**EMPLOYEE POSITIONS, COMPENSATION,**  
**AND BENEFITS**

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## **CITY OF LAGUNA WOODS JOB CLASSIFICATION**

**JOB TITLE:**                      **ADMINISTRATIVE SERVICES DIRECTOR/  
CITY TREASURER**

**STATUS:**                              **EXEMPT AND AT-WILL**

---

**DEFINITION:**

Under general supervision, the Administrative Services Director/City Treasurer plans, organizes, directs, coordinates, manages, and oversees the operations and activities of the Administrative Services Department (“Department”) including, but not limited to, the following service areas: finance, accounting, purchasing, payroll, human resources, and information technology. The Administrative Services Director/City Treasurer also serves as the City Treasurer; administers insurance and workers compensation programs; and, provides responsible and complex professional support to the City Manager.

**ESSENTIAL DUTIES:**

The duties assigned include, but are not limited to, all or a variety of, the following:

- Plan, organize, direct, coordinate, manage, and oversee Department operations and activities, including finance, accounting, purchasing, payroll, human resources, and information technology.
- Develop, administer, implement, and monitor Department budgets and work plans, including continuously monitoring and responding to changing conditions.
- Ensure that Department operations and activities are implemented in accordance with established goals, objectives, budgets, work plans, regulations, and policies.
- Ensure compliance with generally accepted standards, pronouncements, and other authoritative guidance [(e.g., Generally Accepted Accounting Principles, Office of Management and Budget regulations, and Governmental Accounting Standards Board statements and guidance]; local, state, and federal laws; and, regulations that apply to assigned duties, as well as with applicable City policies, contractual agreements, grant agreements, deadlines, and other obligations.

- Establish and maintain an effective system of internal controls.
- Review, evaluate, identify, recommend, and implement improvements to systems, policies, and procedures, including improvements to ensure compliance with and responsiveness to audit findings.
- Manage budget processes, including preparing, analyzing, and monitoring revenue and expenditure estimates and forecasts; collaborating with other departments and internal and external parties; compiling, evaluating, and verifying budget requests; and, preparing reports, data, narrative, and analysis.
- Prepare all financial and government compensation reports that are required to be submitted to the California State Controller's Office.
- Prepare all financial reports that are required to obtain or manage funding from external parties (e.g., State of California, South Coast Air Quality Management District, County of Orange, and Orange County Transportation Authority).
- Prepare Comprehensive Annual Financial Reports.
- Coordinate and report on audit processes, including the annual independent audit and special or supplemental audits conducted internally or by external parties.
- Serve as the City Treasurer, including undertaking investment transactions.
- Perform administrative, analytical, professional, and technical finance, accounting, purchasing, and payroll duties to support or relieve subordinate employees or meet Department demands.
- Perform human resources functions, including job classification, compensation, recruitment, testing, screening, negotiation, and file management activities.
- Conduct investigations with respect to employee performance matters.
- Manage and evaluate employee compensation and benefit programs.
- Identify and implement occupational health and safety programs.
- Coordinate with information technology providers and other parties to ensure the operation and security of computers, servers, telephones, and related equipment.
- Administer insurance and workers compensation programs, including coordination with the California Joint Powers Insurance Authority, third-party administrators, and workers compensation administrators.
- Negotiate, develop, and administer contractual agreements with public and private parties, including participation in and implementation of solicitation processes.

- Prepare and present oral and written reports, briefs, plans, budgets, and studies to the City Manager, City staff, City Council, and City committees.
- Provide responsible and complex professional support to the City Manager and City staff on issues and matters related to Department operations and activities.
- Serve as a staff liaison to one or more City committees, including developing agendas, facilitating meetings, making presentations, and preparing minutes.
- Represent the City and Department to internal and external parties (e.g., members of the public, elected officials, other City departments, and outside organizations), including negotiating and resolving sensitive and controversial issues, as well as explaining and defending Department operations and activities.
- Select, train, supervise, and regularly evaluate Department employees, including implementing discipline and termination proceedings when necessary.
- Maintain knowledge of current laws, potential legislation, best practices, trends, innovations, and technology related to Department operations and activities.
- Identify, recommend, and implement improvements related to the efficiency and effectiveness of Department operations and activities (e.g., policies, procedures, regulations, organizational structures, resource allocations, and service levels).
- Identify, recommend, pursue, and implement innovative methods of funding and implementing Department operations and activities (e.g., grants, contracts, public-private partnerships, community participation, and technological integration).
- Serve as the Chief Financial Officer of the Laguna Woods Civic Support Fund, a nonprofit public benefit corporation, in a manner consistent with the Laguna Woods Civic Support Fund's governing documents, bylaws, and policies.
- Serve as a member of the Executive Management Team that oversees the day-to-day operations and activities of the City and provides strategic leadership.
- Provide support and relief coverage for City and Department employees.
- Perform other related duties as assigned.

**MINIMUM QUALIFICATIONS:**

**Knowledge of:**

- Modern office procedures, methods, and equipment, including computers.
- Responsive customer service practices, including active listening.

- Local government finance, accounting, purchasing, and payroll operations and activities, including relevant standards, laws, and regulations.
- Local government accounting procedures, methods, and equipment, including the role, design, and implementation of internal control systems.
- Local government audit requirements and processes (both federal and state).
- Local government investment and treasury functions.
- Principles of grant applications and administration.
- Principles of human resources management (both employees and volunteers).
- Principles of the California Public Records Act and Ralph M. Brown Act.
- Principles and techniques of record keeping and filing.
- Methods of program evaluation and assessment.

**Ability to:**

- Perform the essential duties described in this job classification in a professional, timely, and accurate manner with the referenced level and degree of supervision.
- Alphabetize, compare, count, differentiate, measure, assemble, sort, copy, record, classify, compute, tabulate, categorize, and transcribe data and information.
- Supervise, evaluate, and train persons with diverse backgrounds.
- Communicate effectively and concisely, including the ability to inform, educate, and persuade persons with diverse backgrounds.
- Communicate in writing effectively and concisely, including with use of proper spelling, grammar, punctuation, and command of the English language.
- Maintain confidentiality and discretion when necessary.
- Maintain professional composure at all times, including when dealing with upset, hostile, and difficult interpersonal interactions.
- Maintain effective organization of multiple activities and assignments in a busy office environment with frequent interruptions.
- Understand, analyze, and interpret data and information using established criteria, in order to determine consequences and identify and select alternatives.

- Understand, analyze, interpret, and apply generally accepted accounting principles and other standards, laws, regulations, and polices to assigned duties.
- Understand, analyze, interpret, and apply ordinances, resolutions, policies, laws, procedures, standards, and practices to complex and variable situations.
- Understand, calculate, and interpret percentages, fractions, ratios, and statistics.
- Analyze and resolve issues that require complex planning for multi-disciplinary operations and activities, as well as concrete and abstract variables.

**Education and Experience:**

Any combination of education and experience that provides the knowledge, skills, and abilities necessary for this position is qualifying. A typical way of obtaining the required qualifications is to possess a Bachelor's degree from an accredited college or university with major course work in finance, accounting, business administration, or a similar subject, and five years of increasingly responsible full-time work experience involving relevant operations and activities. Possession of a Master's degree; prior experience in a supervisory or senior-level municipal finance or accounting position; and, certification as a California Municipal Treasurer or Certified Public Accountant is highly desirable.

**Licenses/Certifications:**

Must possess and maintain a valid Class C California Driver's License and must qualify for and maintain insurability under the City's Vehicle Policy. This position involves the periodic performance of duties and travel that require operation of a personal vehicle.

**PHYSICAL DEMANDS AND ENVIRONMENTAL SETTING:**

While performing the duties of this class, employees are frequently required to sit, stand, walk, talk, and hear; use hands to handle, manipulate, feel, move and operate equipment, tools, and controls; and, use hands and arms to reach. Most activities are performed sitting at a desk in a sedentary manner. Specific vision abilities required include close, distance, peripheral, and color vision, depth perception, and the ability to adjust focus. Specific hearing abilities required include hearing in the normal audio range with or without correction. Employees are periodically required to exert physical effort, involving a combination of standing, walking, climbing, balancing, stooping, kneeling, and crouching, as well as carrying, lifting, pushing, and pulling objects up to 25 pounds.

While the duties of this class are primarily performed in an office setting with low to moderate noise and regular interruption, employees may also be frequently required to travel and work in other settings (e.g., meetings, events, and banking).

**Tools and Equipment:**

Must possess the knowledge and ability to effectively use computers, copiers, scanners, calculators, facsimile machines, microfiche readers, telephones, digital cameras, and other

measuring devices to collect data and information. Ability to use computers includes the knowledge and ability to input, query, and maintain information in software such as Microsoft Windows, Outlook, Excel, PowerPoint, and Internet Explorer, as well as the City's accounting, cashiering, and records software, as may change from time-to-time.

**OTHER NOTICES:**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is a similar, related, or logical assignment.

The selection process for this position will include fingerprinting; a State Department of Justice criminal background check; reference checks; confirmation of education claims, licenses, and certifications; and, a physical medical examination.

This position is exempt under the Fair Labor Standards Act.

Pursuant to California Government Code Section 36506, neither this job classification nor any other communication, rule, or regulation shall be construed to provide employees with any tenure or property interest in employment with the City. All City employees serve "at will" and are subject to termination without cause at any time – no exceptions.

All City employees are designated Disaster Service Workers by both State law and City ordinance. Duties when serving as a Disaster Service Worker may be in locations, during hours, and performing work significantly different from the employee's normal duties.

The City is an Equal Employment Opportunity employer and does not discriminate on the basis of any legally protected category (race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected characteristics or perception that an individual has one or more of these protected characteristics).

The City provides employment rights and non-discrimination on the basis of disability as established in the Americans with Disabilities Act. Reasonable accommodation may be made to enable a person with a disability to perform this position's essential functions.

Additional laws, rules, and regulations apply to this position.

**RESOLUTION NO. 19-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 19-03 AND ESTABLISHING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES

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

**SECTION 1.** Effective March 20, 2019, Resolution No. 19-03 is hereby repealed and replaced by this resolution.

**SECTION 2.** The compensation schedule for City employees is established as follows:

Exempt Full-Time Employees (Annual Equivalent)

|   |                       |
|---|-----------------------|
| City Manager  | \$183,770             |
| Administrative Services Director/<br>City Treasurer | \$110,982 – \$155,374 |
| Senior Management Analyst                           | \$71,232 – \$99,720   |
| Management Analyst                                  | \$63,372 – \$88,716   |
| Deputy City Clerk                                   | \$51,948 – \$72,727   |

Non-Exempt Full-Time Employees (Hourly Rate)

|                            |                   |
|----------------------------|-------------------|
| Senior Accountant          | \$34.03 – \$47.64 |
| Accountant                 | \$29.85 – \$41.79 |
| Administrative Coordinator | \$22.40 – \$31.36 |
| Accounting Clerk           | \$18.93 – \$26.50 |

Non-Exempt Part-Time/Limited Part-Time Employees (Hourly Rate)

|                                 |                   |
|---------------------------------|-------------------|
| Customer Service Representative | \$15.00 – \$18.00 |
|---------------------------------|-------------------|

The City Manager is authorized to hire, promote, and compensate employees within established compensation ranges, and to fill any full-time position as a part-time or limited part-time position, consistent with City Council-adopted budgets and this resolution.

**SECTION 3.** All employees who work 40 or more hours per week on a regularly assigned basis shall be considered “full-time employees” for the purpose of this resolution. Full-time employees shall receive the following benefits:

A. Paid Holidays: The City shall observe the following holidays with full-time employees receiving compensation for hours that would otherwise regularly be worked: New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving, Friday after Thanksgiving, and December Holiday (December 24 through January 1; when January 1 falls on a Thursday, December Holiday shall be observed through January 2). Except for December Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed the prior Friday; when a holiday falls on a Sunday, it shall be observed the following Monday.

B. Floating Holidays: The City shall provide each full-time employee with two floating holidays per calendar year, equivalent to 16 hours of pay credited the first pay period of each calendar year. Floating holidays are not accrued on a pro-rata basis throughout the calendar year. Full-time employees must be in paid status on regularly scheduled workdays before and after using floating holiday time. Floating holiday time shall be used in increments of eight hours.

Full-time employees may maintain a balance of no more than 16 hours of unused floating holiday time (Floating Holiday Accrual Limit) and shall not accrue additional floating holiday time when the Floating Holiday Accrual Limit has been reached. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued floating holiday time.

C. Retirement: All City employees, including full-time and part-time employees, are required to participate in the Social Security system. In addition, the City shall contract with the California Public Employees’ Retirement System (CalPERS) for retirement benefits for all eligible full-time employees. Full-time employees considered “classic” by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Full-time

employees considered “new members” by CalPERS shall pay the employee contribution rate established by CalPERS, as may change from time to time.

- D. **Retiree Medical:** As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who have worked for the City for a minimum of 10 years. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet the 10-year requirement, with each 174 hours counting as one month.
- E. **Monthly Benefit Allowance:** The City shall provide each full-time employee with a monthly benefit allowance of \$1,000 per month. A portion of the allowance shall be allocated to pay for the employee assistance program and health insurance, as provided in this resolution. The remaining balance of the monthly benefit allowance may be allocated by the employee to elect benefits available through the City’s Internal Revenue Code Section 125 Flexible Benefits Plan, in accordance with applicable plan documents. Any amount of the monthly benefit allowance that remains after the allocations described above shall be forfeited. Full-time employees shall be required to make elections for the annual calendar year use of the entirety of monthly benefit allowances during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents.
- F. **Employee Assistance Program:** The City shall contract for an employee assistance program; enrollment in the program shall be mandatory for all full-time employees. The cost of enrollment in the employee assistance program shall be deducted from each full-time employee’s monthly benefit allowance.
- G. **Health Insurance:** All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under the Patient Protection and Affordable Care Act. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all full-time employees unless proof of coverage under a qualifying, alternate non-individual market basic health insurance plan is provided. The cost of enrollment in a CalPERS health plan shall be deducted from each full-time employee’s monthly benefit allowance.

- H. Flexible Benefits Plan: The City shall contract for the provision of an Internal Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall be voluntary for all full-time employees. Full-time employees may contribute to the plan by electing to allocate a portion of their monthly benefit allowance and/or through a salary reduction at their sole expense.
- I. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all full-time employees. Full-time employees may contribute to the plan through a salary reduction at their sole expense.
- J. Paid Time Off: Full-time employees shall accrue 160 hours per year of annual paid time off (leave), which may be used for doctors' appointments, personal and family sick time, bereavement leave, jury duty leave, vacation, and personal business. Hours earned are accrued on a pro-rata basis by pay period.

Full-time employees may maintain a balance of no more than 480 hours of paid time off (Leave Accrual Limit) and shall cease to accrue additional paid time off when the Leave Accrual Limit has been reached. When a full-time employee's balance of paid time off falls below the Leave Accrual Limit, accrual shall resume beginning with the first pay period following the pay period in which the balance of paid time off fell below the Leave Accrual Limit. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued paid time off.

**SECTION 4.** All employees who are not full-time employees, but who work 20 or more hours per week on a regularly assigned basis, shall be considered "part-time employees" for the purpose of this resolution. Part-time employees shall receive the following benefits:

- A. Paid Holidays: The City shall observe the following holidays with part-time employees receiving compensation for hours that would otherwise regularly be worked: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, and December Holiday (December 24 through January 1; when January 1 falls on a Thursday, December Holiday shall be observed through January 2). Except for December Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed the prior Friday; when a holiday falls on a Sunday, it shall be observed the following Monday.

- B. Retirement: All City employees, including full-time and part-time employees, are required to participate in the Social Security system. Part-time employees who work 1,000 hours or more in a fiscal year, shall be eligible for membership in CalPERS for retirement benefits. Eligible part-time employees considered “classic” by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Eligible part-time employees considered “new members” by CalPERS shall pay the employee contribution rate established by CalPERS, as may change from time to time.
- C. Retiree Medical: As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who have worked for the City for a minimum of 10 years. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet the 10-year requirement, with each 174 hours counting as one month.
- D. Employee Assistance Program: The City shall contract for an employee assistance program; enrollment in the program shall be mandatory for all part-time employees. The cost of enrollment in the employee assistance program shall be deducted from each part-time employee’s salary.
- E. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under the Patient Protection and Affordable Care Act. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all full-time employees unless proof of coverage under a qualifying, alternate non-individual market basic health insurance plan is provided. The cost of enrollment in a CalPERS health plan shall be deducted from each part-time employee’s salary.
- F. Flexible Benefits Plan: The City shall contract for the provision of an Internal Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan through a salary reduction at their sole expense.
- G. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan through a salary reduction at their sole expense.

H. Paid Time Off: After the first 30 calendar days of employment, and every January 1 thereafter, part-time employees shall accrue 24 hours of annual paid time off (leave), which may be used for personal illness, to care for a sick family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if the part-time employee is a victim of domestic violence, sexual assault, or stalking. Paid time off shall not be used within the first 90 calendar days of employment for new part-time employees. There is no accrual or carryover of paid time off between or across calendar years. Upon termination from the City, part-time employees shall not be compensated for the balance of their paid time off. If a part-time employee separates from and is rehired by the City within one year, previously accrued and unused paid time off shall be reinstated.

**SECTION 5.** All employees who are not full-time employees and who work less than 20 per week on a regularly assigned basis shall be considered “limited part-time employees” for the purpose of this resolution. Limited part-time employees shall receive the following benefits:

- A. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all limited part-time employees. Limited part-time employees may contribute to the plan through a salary reduction at their sole expense.
- B. Paid Time Off: After the first 30 calendar days of employment, and every January 1 thereafter, limited part-time employees shall accrue 24 hours of annual paid time off (leave), which may be used for personal illness, to care for a sick family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if the limited part-time employee is a victim of domestic violence, sexual assault, or stalking. Paid time off shall not be used within the first 90 calendar days of employment for new limited part-time employees. There is no accrual or carryover of paid time off between or across calendar years. Upon termination from the City, limited part-time employees shall not be compensated for the balance of their paid time off. If a limited part-time employee separates from and is rehired by the City within one year, previously accrued and unused paid time off shall be reinstated.

**SECTION 6.** The Deputy City Clerk shall certify to the passage of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2019.

\_\_\_\_\_  
CYNTHIA CONNERS, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 19-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2019, by the following vote:

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

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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**6.5**  
**CITY ATTORNEY SERVICES**

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March 4, 2019

Honorable Mayor  
and Members of the City Council  
City of Laguna Woods  
24264 El Toro Road  
Laguna Woods, CA 92637

Re: Legal Representation Letter

Honorable Mayor and City Council:

The existing term of our agreement for providing legal services to the City of Laguna Woods expires on June 30, 2019. This letter sets forth our proposal for the memorialization of basic terms to extend 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, 2021. We propose to continue the existing staffing of David B. Cosgrove as City Attorney, and Alisha Patterson as Assistant City Attorney. 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 beginning July 1, 2019 and continuing through June 30, 2020 shall be \$275.00 per hour. Litigation and special projects are \$300.00 per hour and third party reimbursable matters are \$375.00 per hour. Bond financing will be based upon an hourly rate, as may be negotiated. On or before May 31, 2020,

Honorable Mayor  
March 4, 2019  
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you and Rutan & Tucker will meet and confer regarding potential adjustment to billable hour rates to be in effect from July 1, 2020, until the end of the term of this agreement. In the absence of agreement regarding an adjustment, the rates specified herein shall continue in effect.

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

Honorable Mayor  
March 4, 2019  
Page 3

final and binding arbitration in Orange County, California, before a retired judge 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.

Honorable Mayor  
March 4, 2019  
Page 4

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.

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

DBC:mrs

**ACCEPTED AND AGREED:**

---

Cynthia Conners, Mayor  
City of Laguna Woods

**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, 2020. 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.

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## TREE PRUNING AND REMOVAL SERVICES

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**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
GREAT SCOTT TREE SERVICE, INC.  
FOR TREE PRUNING AND REMOVAL SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 1st day of April 2019 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Great Scott Tree Service, Inc. ("CONSULTANT").

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on April 1, 2019 and ending at 11:59 p.m. on March 31, 2020. Such term may be extended upon written agreement of both parties to this AGREEMENT.

**SECTION 2. SCOPE OF SERVICES.**

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

**SECTION 3. ADDITIONAL SERVICES.**

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

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

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

## ITEM 6.6

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 15<sup>th</sup> 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.**

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

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

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

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

**SECTION 8. STATUS OF CONSULTANT.**

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

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

## ITEM 6.6

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

(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. CITY shall not be responsible for monitoring CONSULTANT's compliance with federal, state, and local laws, statutes, codes, ordinances, or regulations. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

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

**SECTION 11. NONDISCRIMINATION.**

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

**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 from time to time or replaced by a successor statute, and in connection therewith, shall not employ unauthorized aliens as defined therein. The term "unauthorized aliens" means and includes "undocumented foreign nationals" as defined in the proposed Federal Correcting Hurtful and Alienating Names in Government Expression (CHANGE) Act (H.R. 3785, introduced October 21, 2015). 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.**

## ITEM 6.6

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

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

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

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, officials, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT or the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

## **SECTION 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,

## ITEM 6.6

officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation the violation of any federal, state, and local law, statute, code, ordinance, regulation, or rule.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

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

### **SECTION 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.**

## ITEM 6.6

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 by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CITY may require CONSULTANT to cease immediately all work in progress.

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

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

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

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

**SECTION 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:        Great Scott Tree Service, Inc.  
   ATTN: President  
   10761 Court Avenue  
   Stanton, CA 90680

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 extension of, 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.**

## ITEM 6.6

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).

### **SECTION 32. NO THIRD-PARTY BENEFICIARIES.**

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

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

**CITY OF LAGUNA WOODS:**

By \_\_\_\_\_  
Christopher Macon, City Manager

**CONSULTANT:**

By \_\_\_\_\_  
Scott Griffiths, President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David B. Cosgrove, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

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

**Prevailing Wage**

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

**California Department of Industrial Relations**

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

**Firm Licensure**

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

**Standards for Personnel**

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

## ITEM 6.6

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

### **Standards of Practice**

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

## ITEM 6.6

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

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

### **General Tree Pruning Standards**

22. Tree pruning shall be provided on an annual basis and as-needed. Within sixty (60) days from the effective date of this AGREEMENT (April 1, 2019), CONSULTANT shall prune trees in accordance with appendices B and E of the Request for Proposals (RFP) that was released by CITY for Tree Pruning and Removal Services on January 31, 2019. Within thirty (30) days of the completion of such annual tree pruning, CONSULTANT's ISA Certified Arborist shall notify CITY in writing of any additional tree pruning that he or she expects will be necessary during the term of this AGREEMENT for consideration by CITY. Apart from the aforementioned annual tree pruning, CONSULTANT shall only provide tree pruning services as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as-needed tree pruning.
23. CONSULTANT shall prune trees in accordance with CITY specifications and to accomplish CITY's pruning objectives. Pruning objectives may include, but are not limited to, one or more of the following:
  - a. Risk Reduction
  - b. Clearance
  - c. Structural Improvement

- d. Health Management
- e. Restoration

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

## ITEM 6.6

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

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

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

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

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

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

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

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

### **Tree Removal Standards**

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

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

### **Clean-up and Waste Disposal**

47. CONSULTANT shall rake all lawn areas and sweep all streets and sidewalks at the end of each day before the work is completed. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of work.
48. CONSULTANT shall promptly and lawfully remove brush, limbs, logs, and any other debris resulting from any tree pruning or removal within one (1) hour following completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean-up personnel or equipment ceases to function or becomes otherwise unavailable. Under no circumstance shall debris be allowed to create a hazardous condition.
49. CONSULTANT shall not permit any personnel or member of the public to collect, salvage, or remove any brush, limbs, logs, or other debris resulting from tree pruning or removal.
50. CONSULTANT shall divert at least sixty-five percent (65%) of the debris resulting from any tree pruning or removal from landfills and transformation facilities. If CONSULTANT

## ITEM 6.6

chooses to utilize a third-party to haul debris, it shall be a requirement to use Waste Management of Orange County (Waste Management Collection and Recycling, Inc.).

51. CONSULTANT shall provide CITY with documentation of the tonnage and composition of debris disposed of, and the manner and location of disposition, before any compensation is provided for services rendered.

### **Injury or Death Incident Reporting**

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

### **Property Damage Reporting and Repair**

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

**EXHIBIT "B"**  
**COMPENSATION**

**Annual Tree Pruning Services**

*Table 1-1: Compensation Schedule – Tree Pruning Services in accordance with appendices B and E of the Request for Proposals (RFP) that was released by CITY for Tree Pruning and Removal Services on January 31, 2019\**

| <b>A</b>                 | <b>B</b>               | <b>C</b>               | <b>D</b>   | <b>E</b>             | <b>F</b>   |
|--------------------------|------------------------|------------------------|--|----------------------|--|
| <b>Botanical Name</b>    | <b>Common Name</b>     | <b>Number of Trees</b> | <b>Scope<br/>(refer to Number 25 in Exhibit "A" of this AGREEMENT)</b> | <b>Rate per Tree</b> | <b>Total Rate by Botanical Name<br/>(Column C x E)</b> |
| Afrocarpus gracilior     | Podocarpus             | 2                      | Crown Cleaning & Crown Thinning  | \$60                 | \$120  |
| Arbutus cv. Marina       | Marina strawberry tree | 4                      | Crown Cleaning & Crown Thinning  | \$45                 | \$180  |
| Cassia leptophylla       | Gold medallion tree    | 2                      | Crown Cleaning & Crown Thinning  | \$50                 | \$100  |
| Cercis canadensis        | Eastern redbud         | 31                     | Structural Pruning of Small/Young Trees                                | \$15                 | \$465  |
| Cercis occidentalis      | Western redbud         | 6                      | Structural Pruning of Small/Young Trees                                | \$15                 | \$90   |
| Chilopsis linearis       | Desert willow          | 2                      | Crown Cleaning & Crown Thinning  | \$60                 | \$120  |
| Corymbia citriodora      | Lemon-scented gum      | 7                      | Crown Cleaning & Crown Thinning  | \$85                 | \$595  |
| Eucalyptus spp.          | Eucalyptus species     | 5                      | Crown Cleaning & Crown Thinning  | \$85                 | \$425  |
| Ficus spp.               | Ficus species          | 10                     | Crown Cleaning & Crown Thinning  | \$115                | \$1,150  |
| Fraxinus spp.            | Ash species            | 2                      | Crown Cleaning & Crown Thinning  | \$60                 | \$120  |
| Fraxinus uhdei           | Shamel ash             | 1                      | Crown Cleaning & Crown Thinning  | \$60                 | \$60   |
| Geijera parviflora       | Australian willow      | 109                    | Crown Cleaning & Crown Thinning  | \$30                 | \$3,270  |
| Jacaranda mimosifolia    | Jacaranda              | 1                      | Crown Cleaning & Crown Thinning  | \$60                 | \$60   |
| Koelreuteria bipinnata   | Chinese flame tree     | 1                      | Crown Cleaning & Crown Thinning  | \$60                 | \$60   |
| Lagerstroemia indica     | Crape myrtle           | 62                     | Crown Cleaning & Crown Thinning  | \$30                 | \$1,860  |
| Liriodendron tulipifera  | Tulip tree             | 25                     | Structural Pruning of Small/Young Trees                                | \$15                 | \$375  |
| Magnolia grandiflora     | Southern magnolia      | 159                    | Crown Cleaning & Crown Thinning  | \$30                 | \$4,770  |
| Olea europaea            | Olive tree             | 58                     | Crown Cleaning & Crown Thinning  | \$60                 | \$3,480  |
| Pinus canariensis        | Canary Island pine     | 28                     | Crown Cleaning & Crown Thinning  | \$85                 | \$2,380  |
| Platanus racemosa        | California sycamore    | 108                    | Crown Cleaning & Crown Thinning  | \$75                 | \$8,100  |
| Rhus lancea              | African sumac          | 82                     | Crown Cleaning & Crown Thinning  | \$75                 | \$6,150  |
| Schinus terebinthifolius | Brazilian pepper tree  | 39                     | Crown Cleaning & Crown Thinning  | \$65                 | \$2,535  |
| Syagrus romanzoffiana    | Queen palm             | 18                     | Palm Pruning   | \$45                 | \$810  |
| Ulmus parvifolia         | Chinese elm            | 4                      | Crown Cleaning & Crown Thinning  | \$60                 | \$240  |
| <b>TOTAL</b>             |                        | <b>766</b>             |  | <b>GRAND TOTAL</b>   | <b>\$37,515</b>  |

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

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CITY for Tree Pruning and Removal Services on January 31, 2019, such modifications shall be made at the “Rate per Tree” contained in Column E.

**As-Needed Tree Pruning Services**

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

| <b>Description</b> (for “Service Request Prune” services, botanical names are listed; for common names refer to Table 1-1) | <b>Rate</b>              |
|--|--------------------------|
| Service Request Prune - Afrocarpus gracillior  | \$60 per tree            |
| Service Request Prune - Arbutus cv. Marina   | \$45 per tree            |
| Service Request Prune - Cassia leptophylla   | \$50 per tree            |
| Service Request Prune - Cercis canadensis  | \$15 per tree            |
| Service Request Prune - Cercis occidentalis  | \$15 per tree            |
| Service Request Prune - Chilopsis linearis   | \$60 per tree            |
| Service Request Prune - Corymbia citriodora  | \$85 per tree            |
| Service Request Prune - Eucalyptus spp.  | \$85 per tree            |
| Service Request Prune - Ficus spp.   | \$115 per tree           |
| Service Request Prune - Fraxinus spp.  | \$60 per tree            |
| Service Request Prune - Fraxinus uhdei   | \$60 per tree            |
| Service Request Prune - Geijera parviflora   | \$30 per tree            |
| Service Request Prune - Jacaranda mimosifolia  | \$60 per tree            |
| Service Request Prune - Koelreuteria bipinnata   | \$60 per tree            |
| Service Request Prune - Lagerstroemia indica   | \$30 per tree            |
| Service Request Prune - Liriodendron tulipifera  | \$15 per tree            |
| Service Request Prune - Magnolia grandiflora   | \$30 per tree            |
| Service Request Prune - Olea europaea  | \$60 per tree            |
| Service Request Prune - Pinus canariensis  | \$85 per tree            |
| Service Request Prune - Platanus racemosa  | \$75 per tree            |
| Service Request Prune - Rhus lancea  | \$75 per tree            |
| Service Request Prune - Schinus terebinthifolius   | \$65 per tree            |
| Service Request Prune - Syagrus romanzoffiana  | \$45 per tree            |
| Service Request Prune - Ulmus parvifolia   | \$60 per tree            |
| Service Request Prune Labor  | \$95 per person/per hour |
| Tree & Stump Removal   | \$49 per inch            |
| Tree Only Removal  | \$39 per inch            |
| Stump Only Removal   | \$19 per inch            |

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|  |                           |
|--|---------------------------|
| Crew Rental*   | \$95 per person/per hour  |
| Emergency Crew Rental*                                       | \$135 per person/per hour |
| Emergency Crew Rental*<br>(Double Overtime/Sunday/Holiday**) | \$165 per person/per hour |

- \* Crew Rental and Emergency Crew Rental rates apply only for extraordinary as-needed services (e.g., difficult access, pruning beyond International Society of Arboriculture standards, etc.).
- \*\* Double Overtime applies to any employee who works over 12 hours in a day and in excess of 8 hours worked on the seventh consecutive day. Holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, and Christmas Day.

**Other Notes**

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

**EXHIBIT "C"**  
**INSURANCE**

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

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

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

(2) Insurance Services Office form number CA 0001 (Ed. 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.

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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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.

**6.7**  
**GENERAL PLAN ANNUAL REPORT**

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**City of Laguna Woods**

**General Plan Annual Report  
2018**

**Planning & Environmental Services Department**



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**March 20, 2019**

**2018 General Plan Annual Report**

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**Period of this Annual Report**

This General Plan Annual Report is for the 2018 calendar year (January – December 2018).

**Purpose of this Annual Report**

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

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

## 2018 General Plan Annual Report

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

As required by California Government Code Section 65400, the housing element portion of the annual report must be prepared through the use of standards, forms, and definitions adopted by HCD, and be considered at an annual public meeting before the City Council where members of the public must be allowed to provide oral testimony and written comments. The public meeting for this 2018 General Plan Annual Report was held concurrent with the City Council's regular meeting on March 20, 2019.

### General Plan Background and Amendments

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

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

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

*Table 1 – Adopted General Plan Amendments*

| <b>Date of Amendment</b> | <b>Title of Amendment</b>           | <b>Description of Amendment</b>   |
|--------------------------|-------------------------------------|---|
| October 2005             | General Plan Amendment (GPA 05-01)  | General Plan Amendment to change a property from Commercial to High Density Residential |
| July 2007                | General Plan Amendment (GPA 07-01)  | General Plan Amendment for the annexation of 170 acres of land for Open Space           |
| January 2009             | General Plan Housing Element Update | Housing Element Update  |

Table continued on page four.

**2018 General Plan Annual Report**

Table continued from page three.

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

**Status of General Plan Comprehensive Update**

A comprehensive update of the General Plan is currently underway. In addition to addressing emerging issues and community priorities, the General Plan will be updated to ensure compliance with state law and revise implementing policy frameworks (goals, policy objectives, and implementation actions). As a result of recent updates to the conservation and safety elements, this project is primarily focused on the circulation (mobility), housing, land use, noise, and open space elements. A 25-year planning horizon will allow for a long-term approach to critical issues.

At this point, staff anticipates that the updated General Plan and accompanying Environmental Impact Report will be presented to the City Council for consideration during the 2019 calendar year.

## 2018 General Plan Annual Report

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### City's Responsibility

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

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

### Status of General Plan Implementation Actions

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

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

### Housing Element Annual Progress Report

The Regional Housing Needs Assessment (RHNA) is mandated by state law as a part of the periodic process of updating general plan housing elements. The RHNA quantifies the need for housing within cities and unincorporated areas during specified planning periods. The Southern California Association of Governments (SCAG) develops the RHNA for the City. Table 2 summarizes the City's RHNA allocation for the "5<sup>th</sup> cycle" from October 2013 to October 2021.

*Table 2 – City's RHNA Allocation*

| <b>Income Category</b>               | <b>RHNA Allocation<br/>(Dwelling Units)</b> |
|--------------------------------------|---|
| Extremely Low Income/Very Low Income | 1   |
| Low Income                           | 1   |
| Moderate Income                      | 0   |
| Above Moderate Income                | 0   |
| <b>TOTAL</b>                         | <b>2</b>                                    |

**2018 General Plan Annual Report**

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

**Attached:**

**Start Here** (*1 page*)

**Table A** – Housing Development Applications Submitted (*2 pages*)

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

**Table B** – Regional Housing Needs Allocation Progress (*1 page*)

**Table C** – Sites Identified or Rezoned to Accommodate Shortfall Housing Need (*1 page*)

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

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

**Table F** – Units Rehabilitated, Preserved and Acquired for Alternate Adequate Sites pursuant to Government Code section 65583.1(c)(2) (*1 page*)

**Summary** (*1 page*)

**Please Start Here**

| General Information     |                                   |
|-------------------------|-----------------------------------|
| Jurisdiction Name       | Laguna Woods                      |
| Reporting Calendar Year | 2018                              |
| Contact Information     |                                   |
| First Name              | Rebecca                           |
| Last Name               | Pennington                        |
| Title                   | Development Programs Analyst      |
| Email                   | rpennington@cityoflagunawoods.org |
| Phone                   | (949) 639-0500                    |
| Mailing Address         |                                   |
| Street Address          | 24264 El Toro Road                |
| City                    | Laguna Woods                      |
| Zipcode                 | 92637                             |

| Submittal Instructions   |
|--|
| <p>Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:</p> <p><b>1. Online Annual Progress Reporting System (Preferred)</b> - This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email <a href="mailto:APR@hcd.ca.gov">APR@hcd.ca.gov</a> and HCD will send you the login information for your jurisdiction. <i>Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is <a href="mailto:opr.apr@opr.ca.gov">opr.apr@opr.ca.gov</a>.</i></p> <p><b>2. Email</b> - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at <a href="mailto:APR@hcd.ca.gov">APR@hcd.ca.gov</a> and to OPR at <a href="mailto:opr.apr@opr.ca.gov">opr.apr@opr.ca.gov</a>. Please send the Excel workbook, not a scanned or PDF copy of the tables.</p> |

v 2\_26\_19



|                       |              |                    |
|-----------------------|--------------|--------------------|
| <b>Jurisdiction</b>   | Laguna Woods |                    |
| <b>Reporting Year</b> | 2018         | (Jan. 1 - Dec. 31) |

| Project Identifier                  |             |                |                           | Total Approved Units by Project        | Total Disapproved Units by Project   | Streamlining   | Notes              |
|-------------------------------------|-------------|----------------|---------------------------|--|--|--|--------------------|
| 1                                   |             |                |                           | 7                                      | 8  | 9  | 10                 |
| Prior APN <sup>+</sup>              | Current APN | Street Address | Project Name <sup>+</sup> | Total <u>APPROVED</u> Units by project | Total <u>DISAPPROVED</u> Units by Project (Auto-calculated Can Be Overwritten) | Was <u>APPLICATION SUBMITTED</u> Pursuant to GC 65913.4(b)? (SB 35 Streamlining) | Notes <sup>+</sup> |
| Summary Row: Start Data Entry Below |             |                |                           |  |  |  |                    |
| N/A                                 |             |                |                           |  |  |  |                    |









**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**

(CCR Title 25 §6202)

|                       |              |                    |
|-----------------------|--------------|--------------------|
| <b>Jurisdiction</b>   | Laguna Woods |                    |
| <b>Reporting Year</b> | 2018         | (Jan. 1 - Dec. 31) |

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

| Table B                                    |                     |                                 |      |      |      |      |      |      |      |      |      |                                 |                                      |
|--|---------------------|---------------------------------|------|------|------|------|------|------|------|------|------|---------------------------------|--------------------------------------|
| Regional Housing Needs Allocation Progress |                     |                                 |      |      |      |      |      |      |      |      |      |                                 |                                      |
| Permitted Units Issued by Affordability    |                     |                                 |      |      |      |      |      |      |      |      |      |                                 |                                      |
|  |                     | 1                               | 2    |      |      |      |      |      |      |      |      | 3                               | 4                                    |
| Income Level                               |                     | RHNA Allocation by Income Level | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | Total Units to Date (all years) | Total Remaining RHNA by Income Level |
| Very Low                                   | Deed Restricted     | 1                               |      |      |      |      |      |      |      |      |      |                                 | 1                                    |
|  | Non-Deed Restricted |                                 |      |      |      |      |      |      |      |      |      |                                 |                                      |
| Low  | Deed Restricted     | 1                               |      |      |      |      |      |      |      |      |      |                                 | 1                                    |
|  | Non-Deed Restricted |                                 |      |      |      |      |      |      |      |      |      |                                 |                                      |
| Moderate                                   | Deed Restricted     |                                 |      |      |      |      |      |      |      |      |      |                                 |                                      |
|  | Non-Deed Restricted |                                 |      |      |      |      |      |      |      |      |      |                                 |                                      |
| Above Moderate                             |                     |                                 |      |      |      |      |      |      |      |      |      |                                 |                                      |
| Total RHNA                                 |                     | 2                               |      |      |      |      |      |      |      |      |      |                                 |                                      |
| Total Units                                |                     |                                 | N/A  | N/A  | N/A  | N/A  | N/A  | N/A  |      |      |      | N/A                             | 2                                    |

Note: units serving extremely low-income households are included in the very low-income permitted units totals  
Cells in grey contain auto-calculation formulas

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

|                |              |                    |
|----------------|--------------|--------------------|
| Jurisdiction   | Laguna Woods |                    |
| Reporting Year | 2018         | (Jan. 1 - Dec. 31) |

Note: \* Optional field  
 Cells in grey contain auto-calculation formulas

| Table C   |                |               |                                 |                |                                   |            |                 |                         |                   |                     |                          |        |                         |                         |                    |                  |                              |
|---|----------------|---------------|---------------------------------|----------------|-----------------------------------|------------|-----------------|-------------------------|-------------------|---------------------|--------------------------|--------|-------------------------|-------------------------|--------------------|------------------|------------------------------|
| Sites Identified or Rezoned to Accommodate Shortfall Housing Need |                |               |                                 |                |                                   |            |                 |                         |                   |                     |                          |        |                         |                         |                    |                  |                              |
| Project Identifier  |                |               |                                 | Date of Rezone | Affordability by Household Income |            |                 |                         | Type of Shortfall | Sites Description   |                          |        |                         |                         |                    |                  |                              |
| 1   |                |               |                                 | 2              | 3                                 |            |                 |                         | 4                 | 5                   | 6                        | 7      | 8                       |                         | 9                  | 10               | 11                           |
| APN   | Street Address | Project Name* | Local Jurisdiction Tracking ID* | Date of Rezone | Very-Low Income                   | Low-Income | Moderate Income | Above Moderate - Income | Type of Shortfall | Parcel Size (Acres) | General Plan Designation | Zoning | Minimum Density Allowed | Maximum Density Allowed | Realistic Capacity | Vacant/Nonvacant | Description of Existing Uses |
| Summary Row: Start Data Entry Below                               |                |               |                                 |                |                                   |            |                 |                         |                   |                     |                          |        |                         |                         |                    |                  |                              |
| N/A   |                |               |                                 |                |                                   |            |                 |                         |                   |                     |                          |        |                         |                         |                    |                  |                              |

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**

(CCR Title 25 §6202)

|                       |                         |
|-----------------------|-------------------------|
| <b>Jurisdiction</b>   | Laguna Woods            |
| <b>Reporting Year</b> | 2018 (Jan. 1 - Dec. 31) |

**Table D**

**Program Implementation Status pursuant to GC Section 65583**

**Housing Programs Progress Report**

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

| 1   | 2   | 3  | 4   |
|---|---|--|---|
| Name of Program   | Objective   | Timeframe in H.E   | Status of Program Implementation  |
| 1.A.1: Provide a progress report on the 2014-2021 Housing Element programs and quantified objectives as part of the annual General Plan status reports to the State.  | Maintain and improve residential neighborhoods and support quality housing for all residents.                     | Ongoing 2014-2021 starting in 2015   | Ongoing: This is the City's normal practice.  |
| 1.B.1: Continue to promote on-going building maintenance activities. To promote building maintenance, the City will:<br><ul style="list-style-type: none"> <li>• Identify available funds for building maintenance activities and energy efficiency upgrades.</li> <li>• Disseminate public information on available housing programs, such as the energy efficient equipment retrofit program (CDBG) at public counters and the City's website.</li> <li>• Assist property owners and property managers in their efforts to identify and mitigate housing maintenance issues.</li> </ul> | Maintain and improve residential neighborhoods and support quality housing for all residents.                     | Ongoing 2014-2021; Identify available funds on an annual basis; Disseminate information: Ongoing 2014-2021 | Ongoing: In 2010, the City obtained a California Energy Commission grant using federal funds to retrofit City Hall with dual-pane, low-E windows and energy efficient lighting and heating, ventilation, and air conditioning equipment. The project modeled energy efficiency retrofits to property owners and property managers. Through June 2017, the City offered a CDBG funded Residential Energy Efficiency Improvement Program. The City provides resources and assistance, daily, regarding housing maintenance, at the building counter and via building inspections. |
| 2.A.1: Work with property owners in the development of Specific Plans to guide the development of Urban Activities Center parcels to include residential development.   | Promote and encourage the development of housing opportunities to accommodate current and projected housing need. | Specific Plan adoption before 2015   | Abandoned: In 2017, after receiving an application from the property owner, the City amended the Land Use Element of the City's General Plan to delete the Urban Activities Center land use designation. All properties formerly designated as Urban Activities Center have been re-designated and rezoned.   |
| 2.A.2: Work with commercial property owners to establish residential/commercial mixed use development standards for the City's Commercial land use district.  | Promote and encourage the development of housing opportunities to accommodate current and projected housing need. | Amend municipal code before 2015   | Not yet Implemented: Sufficient housing opportunities to accommodate the City's RHNA allocation exist without the establishment of mixed use development standards.   |
| 2.B.1: Participate in the County of Orange Consolidated Plan program and in the Continuum of Care to provide housing for special needs populations, particularly extremely and very low income persons. Participation will include assigning a representative to participate in meetings and events sponsored by these programs. In addition, the Resource Guide for Orange County Homeless and other publications that support the program goals will be distributed from City Hall.   | Promote and encourage the development of housing opportunities to accommodate current and projected housing need. | 2014-2021  | Ongoing: The City participated in the development of the County of Orange's Consolidated Plan for the years 2010 to 2015, and 2015 to 2019. In 2015, the City hosted one of the County of Orange's Consolidated Plan Community Workshops at City Hall. Various homeless resources, including County of Orange-produced resources, are available at City Hall.   |

|   |   |   |  |
|---|---|---|--|
| <p>2.B.2: Revise the Laguna Woods Zoning Ordinance to identify zones that will allow the development of transitional housing facilitate transitional housing and supportive housing developments that serve extremely and very low income households, consistent with Government Code Section 65583(c)(1). Because transitional and supportive housing can be configured in different ways – either as regular multi-family housing or as group quarters the Zoning Ordinance amendment will ensure that transitional and supportive housing that function as a residential use will be treated as residential uses and only subject to those restrictions that apply to other residential uses of the same type in the same zone.</p>  | <p>Promote and encourage the development of housing opportunities to accommodate current and projected housing need.</p>  | <p>Within one year from adoption of the Housing Element</p>                     | <p>Implemented: Chapter 13.23 of the Laguna Woods Municipal Code, adopted in 2011. Laguna Woods Municipal Code amended in 2018, see Ordinance No. 18-05.</p>   |
| <p>2.B.3: Review and revise the Laguna Woods Zoning Ordinance 13.23 in regards to emergency homeless shelters to ensure compliance with Government Code Section 65583(a)(4).</p>  | <p>Promote and encourage the development of housing opportunities to accommodate current and projected housing need.</p>  | <p>Within one year from adoption of the Housing Element</p>                     | <p>Implemented: Chapter 13.23 of the Laguna Woods Municipal Code, adopted in 2011, amended in 2018.</p>  |
| <p>3.A.1: Encourage and facilitate the development of affordable housing by:</p> <ul style="list-style-type: none"> <li>• Supporting non-profit organizations that address housing issues.</li> <li>• Serving as an intermediary between non-profit organizations and interested residential developers.</li> <li>• Assisting in application preparation and other efforts to secure funding sources for development of housing for extremely low-, very low-, low- and moderate-income residents.</li> <li>• Making available regional and local housing program information to residents, and assisting residents in contacting housing assistance organizations.</li> <li>• Inform interested developers about the range of housing allowed in areas outside of Laguna Woods Village, including housing for families.</li> <li>• Inform interested developers about the State density bonus program</li> </ul> | <p>Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.</p> | <p>2014-2021</p>  | <p>Ongoing: The City encourages the provision of affordable housing in accordance with state guidelines, provided that such housing does not create a specific, adverse impact upon the public health or safety. Resources, information, and assistance for developers and other interested parties are available from City Hall. As of 2018, 17 specifically-designated affordable housing units are located in Laguna Woods. In 2018, the City received no applications for new affordable housing developments.</p> |
| <p>3.A.2: Continue to encourage and facilitate the use of the City's density bonus provisions to provide affordable housing opportunities. Revise the density bonus provisions as necessary in the City's Municipal Code to be consistent with State density bonus law.</p>   | <p>Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.</p> | <p>Municipal Code Amendment: As required; ongoing for use of the provisions</p> | <p>Ongoing: Section 13.26.040 of the Laguna Woods Municipal Code, adopted in 2013, amended in 2018.</p>  |

|  |   |  |   |
|--|---|--|---|
| <p>3.A.3: Encourage residents to apply, when available, for the Section 8 rental assistance program (through County of Orange Housing Authority) for extremely and very low-income rental households. Inform local rental property owners and eligible residents of Section 8 assistance and Section 8 waitlist openings through flyers and the City's website. Provide technical assistance during the application process to interested residents. While the City endeavors to maintain the current level of assistance through the Section 8 (72 vouchers) program, the City has no jurisdiction over the funding and operation of the Section 8 voucher program.</p> | <p>Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.</p> | <p>2014-2021: Advertising and technical assistance contingent on Section 8 waitlist openings</p> | <p>Ongoing: The City receives information and application forms for Section 8 housing through the County of Orange and makes them available to residents at City Hall.</p>  |
| <p>3.A.4: Continue to use CDBG funds to fund projects that improve and maintain the quality of the City's housing stock and residential infrastructure. While the City endeavors to maintain the current level of assistance through the CDBG program, the City has no jurisdiction over the funding and operation of CDBG program.</p>  | <p>Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.</p> | <p>Ongoing 2014-2021</p>   | <p>Ongoing: Through June 2017, the City offered a CDBG-funded Residential Energy Efficiency Improvement Program. Uncertainty surrounding the future availability of CDBG funds, as well as the impact of increasing compliance requirements and law enforcement costs on City resources, resulted in the end of the program. Staff continues to evaluate other potential, future uses of CDBG housing rehabilitation funds.</p> |
| <p>3.A.5: The City has received no complaints regarding any discriminatory actions and will continue to enforce all fair housing law. The City Manager is responsible for addressing and/or referring fair housing complaints and questions to the Fair Housing Council of Orange and/or HUD. The City will provide information on fair housing rights and responsibilities, and seek to remedy known acts of discrimination within the community. The City will disseminate fair housing information at City Hall and throughout Laguna Woods in a variety of community places.</p>   | <p>Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.</p> | <p>Ongoing 2014-2021</p>   | <p>Ongoing: Fair housing assistance, resources, and information is available at City Hall, through the City's code enforcement operation, and upon request.</p>   |
| <p>3.A.6: Review city processes and procedures as they pertain the establishment of new housing, including market rate and all forms of affordable housing to remove undue constraints which hinder the development of new housing opportunities.</p>  | <p>Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.</p> | <p>Review permit processes and procedures by the end of 2015</p>                                 | <p>Ongoing: City staff has identified no undue constraints which hinder the development of new housing opportunities.</p>   |
| <p>3.A.7: Research potential funding sources (grants, loans, and other funds) which can be used towards the planning and development of affordable housing.</p>  | <p>Encourage and facilitate the development of affordable housing opportunities for all economic segments of the community, especially for extremely- and low-income residents.</p> | <p>Ongoing 2014-2021</p>   | <p>Ongoing: City staff continues to explore sources of funding to assist with affordable housing development.</p>   |

# ITEM 6.7

|   |   |                  |   |
|---|---|------------------|---|
| <p>4.A.1: Partner with property owners to identify and accomplish the retrofit of dwelling units and common facilities for handicapped accessibility. The City will participate at board meetings of the housing mutuals and the Golden Rain Foundation, the principal property owner in the City, to encourage retrofitting.</p> | <p>Facilitate housing, transportation and physical accommodations to aid persons with disabilities.</p> | <p>2014-2021</p> | <p>Not yet Implemented: While City officials often meet with the representatives of major property owners, a mutual approach to promoting retrofitting within the community is yet to be developed.</p> |
|---|---|------------------|---|

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

|                         |              |                    |
|-------------------------|--------------|--------------------|
| <b>Jurisdiction</b>     | Laguna Woods |                    |
| <b>Reporting Period</b> | 2018         | (Jan. 1 - Dec. 31) |

Note: + Optional field  
 Cells in grey contain auto-calculation formulas

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

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**

(CCR Title 25 §6202)

|                         |                         |
|-------------------------|-------------------------|
| <b>Jurisdiction</b>     | Laguna Woods            |
| <b>Reporting Period</b> | 2018 (Jan. 1 - Dec. 31) |

Note: + Optional field  
 Cells in grey contain auto-calculation formulas

**Table F**

**Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)**

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

| Activity Type                 | Units that Do Not Count Towards RHNA*<br>Listed for Informational Purposes Only |                  |             |              | Units that Count Towards RHNA +<br>Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields. |                  |             |              | The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1* |
|-------------------------------|---|------------------|-------------|--------------|--|------------------|-------------|--------------|--|
|                               | Extremely Low-Income*   | Very Low-Income* | Low-Income* | TOTAL UNITS* | Extremely Low-Income*  | Very Low-Income* | Low-Income* | TOTAL UNITS* |  |
| Rehabilitation Activity       |   |                  |             |              |  |                  |             |              |  |
| Preservation of Units At-Risk |   |                  |             |              |  |                  |             |              |  |
| Acquisition of Units          |   |                  |             |              |  |                  |             |              |  |
| Total Units by Income         |   |                  |             |              |  |                  |             |              |  |

|                       |              |                    |
|-----------------------|--------------|--------------------|
| <b>Jurisdiction</b>   | Laguna Woods |                    |
| <b>Reporting Year</b> | 2018         | (Jan. 1 - Dec. 31) |

| <b>Entitled Units Summary</b> |                     |                     |
|-------------------------------|---------------------|---------------------|
| <b>Income Level</b>           |                     | <b>Current Year</b> |
| Very Low                      | Deed Restricted     | 0                   |
|                               | Non-Deed Restricted | 0                   |
| Low                           | Deed Restricted     | 0                   |
|                               | Non-Deed Restricted | 0                   |
| Moderate                      | Deed Restricted     | 0                   |
|                               | Non-Deed Restricted | 0                   |
| Above Moderate                |                     | 0                   |
| <b>Total Units</b>            |                     | <b>0</b>            |

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

| <b>Submitted Applications Summary</b>                  |   |
|--|---|
| Total Housing Applications Submitted:                  | 0 |
| Number of Proposed Units in All Applications Received: | 0 |
| Total Housing Units Approved:                          | 0 |
| Total Housing Units Disapproved:                       | 0 |

| <b>Use of SB 35 Streamlining Provisions</b>   |   |
|---|---|
| Number of Applications for Streamlining       | 0 |
| Number of Streamlining Applications Approved  | 0 |
| Total Developments Approved with Streamlining | 0 |
| Total Units Constructed with Streamlining     | 0 |

| <b>Units Constructed - SB 35 Streamlining Permits</b> |               |                  |              |
|---|---------------|------------------|--------------|
| <b>Income</b>   | <b>Rental</b> | <b>Ownership</b> | <b>Total</b> |
| Very Low  | 0             | 0                | 0            |
| Low   | 0             | 0                | 0            |
| Moderate  | 0             | 0                | 0            |
| Above Moderate  | 0             | 0                | 0            |
| <b>Total</b>  | <b>0</b>      | <b>0</b>         | <b>0</b>     |

Cells in grey contain auto-calculation formulas

**6.8**  
**CITY HALL RESTROOM REPAIR AND**  
**IMPROVEMENT PROJECT (*NO REPORT*)**

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6.9

**CITY HALL REFURBISHMENT AND SAFETY  
PROJECT: PHASE 1 (NO REPORT)**

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**7.1**

**ACCESSORY DWELLING UNIT REGULATIONS**

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# City of Laguna Woods Agenda Report

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Christopher Macon, City Manager  
**FOR:** March 20, 2019 Regular Meeting  
**SUBJECT:** Accessory Dwelling Unit Regulations

---

## **Recommendation**

1. Receive staff report.  

AND
2. Open public hearing.  

AND
3. Receive public testimony.  

AND
4. Close public hearing.  

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010 AND 13.08.010 OF THE LAGUNA WOODS MUNICIPAL CODE, AND ADDING SECTION 13.26.230 TO THE LAGUNA WOODS MUNICIPAL CODE, RELATED TO ACCESSORY DWELLING UNITS

## **Background**

An “accessory dwelling unit” (sometimes referred to as a granny flat, in-law unit, backyard cottage, or secondary unit), as defined by state law, is an attached or a detached dwelling unit that provides complete independent living facilities for one or more persons including, at a minimum, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as a separate single-family dwelling is situated. Accessory dwelling units can be located with, attached to, or detached from the single-family dwelling with which it is collocated. Efficiency units and manufactured homes, as those terms are defined by state law, are also included within the definition of an accessory dwelling unit.

State law (Senate Bill 1069 and Assembly Bill 2299, California Statutes of 2016; Senate Bill 229 and Assembly Bill 494, California Statutes of 2017) requires cities to either adopt ordinances that conform to the provisions of California Government Code Section 65852.2 related to accessory dwelling units, or apply the provisions of state law set forth therein. In adopting local ordinances, cities are able to exercise a limited amount of discretion to include additional provisions that would not apply absent the adoption of such an ordinance.

## **Discussion**

Today’s meeting is an opportunity for City Council action, as well as public input, on proposed accessory dwelling unit regulations (Attachment A). Staff recommends that the City Council initiate the adoption process for the proposed ordinance in order to add local regulations consistent with the City’s existing Zoning Code, as well as to ensure that regulations are clear and consistent with state law.

Irrespective of whether the City Council adopts the proposed regulations, state law requires the City to permit the development of accessory dwelling units that comply with applicable provisions of state law. The proposed regulations would codify a local version of the State’s regulations with the following additional provisions as permitted by California Government Code Section 65852.2(a)(1)(B)(i):

- Accessory dwelling units must comply with applicable height requirements for the zoning districts in which they are located. The State’s regulations do not contain building height limitations, which means that absent the addition of this provision, the City would not be able to enforce a maximum building height as it does for most other types of development.

- Accessory dwelling units must comply with applicable setback requirements for the zoning districts in which they are located, except in instances where state law prohibits the City from enforcing such requirements. Setbacks are important land use tools to promote safety, privacy, and aesthetics.

The proposed regulations do NOT:

- Require the development of accessory dwelling units; or
- Interfere with nor prohibit a private property owner's or homeowner's association's ability to regulate or prohibit accessory dwelling units on lots for which they have such control.

If the City Council takes the recommended action at today's meeting, the proposed ordinance would be agendized for a second reading and consideration of adoption at an upcoming meeting. The ordinance would take effect 30 days after adoption.

### **Environmental Review**

The proposed amendments and additions to the Laguna Woods Municipal Code are exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to sections 15378(b) and 15061(b)(3) of Title 14 of the California Code of Regulations, in that they are consistent with California law, specifically California Government Code sections 65852.2 *et seq.* It can be seen with certainty that this project has no possibility of having a significant effect on the environment. In the absence of any pending application for any project that might implicate accessory dwelling unit considerations, any specific environmental effects would be speculative. The proposed amendments and additions to the Laguna Woods Municipal Code are further statutorily exempt from the provisions of the CEQA pursuant to Section 15282(h) of Title 14 of the California Code of Regulations, in that they constitute adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city in order to implement the provisions of California Government Code sections 65852.1 and 65852.2 as set forth in California Public Resources Code Section 21080.17.

### **Fiscal Impact**

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

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

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**ORDINANCE NO. 19-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010 AND 13.08.010 OF THE LAGUNA WOODS MUNICIPAL CODE, AND ADDING SECTION 13.26.230 TO THE LAGUNA WOODS MUNICIPAL CODE, RELATED TO ACCESSORY DWELLING UNITS

**WHEREAS**, state law (Senate Bill 1069 and Assembly Bill 2299, California Statutes of 2016; Senate Bill 229 and Assembly Bill 494, California Statutes of 2017) requires cities to either adopt ordinances that conform to the provisions of California Government Code Section 65852.2 related to accessory dwelling units, or apply the provisions of state law set forth therein; and

**WHEREAS**, staff has recommended amendments and additions to the Laguna Woods Municipal Code as set forth in the attached Exhibit A to this Ordinance (the “Code Amendments”) which, if adopted, would add local regulations related to accessory dwelling units consistent with the City’s existing Zoning Code, as well as ensure that regulations are clear and consistent with state law; and

**WHEREAS**, the Community Development Director or his or her designee prepared an exhibit, including proposed language and terminology for the proposed Code Amendments and any additional information and documents deemed necessary for the City Council to take action, and such exhibit was available for public inspection at City Hall and, upon request, was supplied to all persons desiring a copy, at least 10 days prior to the scheduled City Council public hearing date; and

**WHEREAS**, on March 20, 2019, the City Council held a duly noticed public hearing on the proposed Code Amendments at which it considered all of the information, evidence, and testimony presented, both written and oral.

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

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

of the City of Laguna Woods; and, (v) the Code Amendments are consistent with the Laguna Woods General Plan and its various elements.

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that the Code Amendments are exempt from the provisions of the California Environmental Quality Act (“CEQA”) pursuant to sections 15378(b) and 15061(b)(3) of Title 14 of the California Code of Regulations, in that they are consistent with California law, specifically California Government Code sections 65852.2 *et seq.* It can be seen with certainty that this project has no possibility of having a significant effect on the environment. In the absence of any pending application for any project that might implicate accessory dwelling unit considerations, any specific environmental effects would be speculative. The Code Amendments are further statutorily exempt from the provisions of the CEQA pursuant to Section 15282(h) of Title 14 of the California Code of Regulations, in that they constitute adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city in order to implement the provisions of California Government Code sections 65852.1 and 65852.2 as set forth in California Public Resources Code Section 21080.17.

SECTION 3. Sections 13.06.010 and 13.08.010 of the Laguna Woods Municipal Code are hereby amended, and Section 13.26.230 is hereby added to the Laguna Woods Municipal Code, to read as set forth in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

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

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

SECTION 6. The 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.

SECTION 7. All of the above-referenced documents and information have been and are on file with the City Clerk of the City.

PASSED, APPROVED AND ADOPTED this XX day of XX 2019.

\_\_\_\_\_  
CYNTHIA CONNERS, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
DAVID B. COSGROVE, City Attorney

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 19-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2019, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2019 by the following vote to wit:

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

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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**EXHIBIT A  
CODE AMENDMENTS**

*Section 13.06.010 (“Definitions”) of Chapter 13.06 (“Definitions”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining):*

(18) Accessory dwelling unit: An attached or a detached dwelling unit that provides complete independent living facilities for one or more persons including, at a minimum, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as a separate single-family dwelling is situated. “Accessory dwelling unit” shall also include efficiency units, as defined in California Health and Safety Code § 17958.1, and manufactured homes, as defined in California Health and Safety Code § 18007.

*Section 13.08.010 (“Intent and permitted uses”) of Chapter 13.08 (“Residential Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to add the following (additions shown with underlining):*

|                                | Districts |          |          |                  |
|--------------------------------|-----------|----------|----------|------------------|
| Land Use Types                 | RMF       | RC       | RT       | Code References  |
| <u>Accessory Dwelling Unit</u> | <u>P</u>  | <u>P</u> | <u>P</u> | <u>13.26.230</u> |

*Section 13.26.230 (“Accessory dwelling units”) is added to Chapter 13.26 (“Special Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code, to read as follows:*

**Sec. 13.26.230. - Accessory dwelling units.**

(a) *Purpose and intent.* The purpose and intent of this section is to provide for the development of accessory dwelling units, consistent with California Government Code §§ 65852.150 and 65852.2, and other applicable law.

(b) *Applicability.* This section applies to all lots located within a residential zoning district that are occupied, or proposed to be occupied, with a single-family dwelling unit. Nothing in this section shall interfere with nor prohibit a private property owner's or homeowner's association's ability to regulate or prohibit accessory dwelling units on lots for which they have such control.

(c) *Definitions.* For the purpose of this section, the following definitions, and the definitions set forth in California Government Code § 65852.2, as may be amended from time to time, shall apply:

(05) *Lot* shall have the same meaning as set forth in Chapter 13.06 of this Code, as may be amended from time to time.

(d) *Regulatory considerations.* Accessory dwelling units that meet the requirements of this section shall not be considered by the City when calculating the allowable density for the lot upon which the accessory dwelling unit is located, and shall be deemed to be a residential use that is consistent with the General Plan and applicable zoning.

(e) *Review times.* Applications for accessory dwelling units shall be approved or disapproved within 120 days after receiving the application.

(f) *Development standards for accessory dwelling units contained within the existing space of a single-family residence or accessory structure.*

(1) Applications for accessory dwelling units shall be ministerially approved with a building permit if all of the following are true:

- a. The accessory dwelling unit complies with applicable City building codes.
- b. The accessory dwelling unit has independent exterior access from the existing residence.
- c. The accessory dwelling unit has side and rear setbacks sufficient for fire safety.

(2) The following provisions apply to accessory dwelling units contained within the existing space of a single-family residence or accessory structure:

- a. Accessory dwelling units shall not be sold or otherwise conveyed separately from the primary residence.
- b. Accessory dwelling units may be rented or leased separately from the primary residence.
- c. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
- d. A local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.
- e. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence and may employ alternative methods for fire protection.
- f. The owner of the property on which an accessory dwelling unit is located shall reside in either of the dwelling units on the property as his/her/their principal residence as long as the condition of the accessory dwelling unit remains on the property. This is a perpetual requirement that runs with the land, and a restrictive covenant establishing this requirement shall be recorded, with proof of recordation presented to the Community Development Director, prior to issuance of a final building permit for the accessory dwelling unit.

(g) *Development standards for attached or detached accessory dwelling units.*

(1) Applications for accessory dwelling units shall be ministerially approved with a building permit if all of the following are true:

- a. The accessory dwelling unit complies with applicable City building codes.

ITEM 7.1 – Exhibit A to Attachment A

- b. The gross floor area of the attached accessory dwelling unit does not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.
- c. The gross floor area of the detached accessory dwelling unit does not exceed 1,200 square feet.
- d. The accessory dwelling unit complies with applicable setback requirements for the respective zoning district, except that no setback shall be required for an existing garage that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.
- e. The accessory dwelling unit complies with applicable height requirements for the respective zoning district.
- f. The accessory dwelling unit complies with the parking requirements set forth in this section.

(2) The following provisions apply to attached or detached accessory dwelling units:

- a. Accessory dwelling units shall not be sold or otherwise conveyed separately from the primary residence.
- b. Accessory dwelling units may be rented or leased separately from the primary residence.
- c. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
- d. A local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with California Government Code § 66013, the connection may be subject to a connection fee or capacity charge that shall (1) not exceed the reasonable cost of providing service and (2) be proportionate to the burden of the proposed accessory dwelling

unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system.

e. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence and may employ alternative methods for fire protection.

f. The owner of the property on which an accessory dwelling unit is located shall reside in either of the dwelling units on the property as his/her/their principal residence as long as the condition of the accessory dwelling unit remains on the property. This is a perpetual requirement that runs with the land, and a restrictive covenant establishing this requirement shall be recorded, with proof of recordation presented to the Community Development Director, prior to issuance of a final building permit for the accessory dwelling unit.

(h) *Parking requirements and exemptions for attached or detached accessory dwelling units.*

(1) Parking requirements for accessory dwelling units are one parking space per unit or per bedroom, whichever is less.

(2) Required parking spaces for accessory dwelling units shall be permitted in setback areas in locations determined by the City or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(3) Accessory dwelling units are exempt from the parking requirements set forth in this section when any one or more of the following are true:

a. The accessory dwelling unit is located within one-half mile of public transit.

b. The accessory dwelling unit is located within an architecturally and historically significant historic district.

ITEM 7.1 – Exhibit A to Attachment A

c. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

d. When there is a car share vehicle located within one block of the accessory dwelling unit.

(4) When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, replacement parking shall be required and may be allowed in any configuration on the same lot as the accessory dwelling unit, including but not limited to, covered spaces, uncovered spaces, or tandem spaces.

**7.2**  
**GOLF CART AND LOW-SPEED VEHICLE**  
**REGULATIONS**

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# City of Laguna Woods Agenda Report

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Christopher Macon, City Manager  
**FOR:** March 20, 2019 Regular Meeting  
**SUBJECT:** Golf Cart and Low-Speed Vehicle Regulations

---

## **Recommendation**

1. Receive staff report.  

AND
2. Open public hearing.  

AND
3. Receive public testimony.  

AND
4. Close public hearing.  

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 8.18 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO GOLF CARTS AND LOW-SPEED VEHICLES

**Background**

The California Vehicle Code allows cities to designate areas and establish crossings for use by golf carts and low-speed vehicles, under specified conditions.

Laguna Woods Municipal Code Chapter 8.18 contains regulations related to golf carts and low-speed vehicles. The City's regulations were adopted in 2006 and apply only to the use of golf carts and low-speed vehicles on public property.

**Discussion**

Today's meeting is an opportunity for City Council action, as well as public input, on proposed golf cart and low-speed vehicle regulations (Attachment A). Staff recommends that the City Council initiate the adoption process for the proposed regulations in order to promote clarity and ensure that golf cart and low-speed vehicle regulations are consistent with state law.

Notable proposed amendments include, but are not limited to, the following:

- The addition of several definitions contained in the California Vehicle Code, as well as the clarification of existing definitions.
- The addition of provisions to explicitly address golf cart crossings on public streets, consistent with the California Vehicle Code.
- Explicit authorization for staff to erect and maintain markers and lighting to (1) comply with the California Vehicle Code or (2) explain the regulations set forth in the California Vehicle Code or Laguna Woods Municipal Code Chapter 8.18.
- The addition of disclaimers reinforcing existing requirements for individuals to use golf carts and low-speed vehicles in a manner that complies with all federal, state, and local laws and regulations.

If the City Council takes the recommended action at today's meeting, the proposed ordinance would be agendized for a second reading and consideration of adoption at an upcoming meeting. The ordinance would take effect 30 days after adoption.

**Environmental Review**

It can be seen with certainty that this project has no possibility of having a significant effect on the environment. The project relates to the operation, maintenance, and minor alteration of existing highways pertaining to use by golf carts and low-speed vehicles. The use of highways by golf carts and low-speed vehicles is allowed pursuant to the California Vehicle Code and involves negligible or no expansion of use beyond that which is currently existing. Therefore, the proposed amendments are not a project subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 15301 of Title 14 of the California Code of Regulations.

**Fiscal Impact**

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

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

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**ORDINANCE NO. 19-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 8.18 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO GOLF CARTS AND LOW-SPEED VEHICLES

**WHEREAS**, California Vehicle Code Section 21115 allows cities to designate and regulate highways for combined use by regular vehicular traffic and golf cart and/or low-speed vehicle traffic, under specified conditions; and

**WHEREAS**, California Vehicle Code Section 21115.1 allows cities to establish crossing zones on streets for use by golf carts and/or low-speed vehicles under specified conditions; and

**WHEREAS**, golf cart and low-speed vehicle regulations are codified at Chapter 8.18 of the Laguna Woods Municipal Code; and

**WHEREAS**, staff has recommended amendments to the Laguna Woods Municipal Code as set forth in the attached Exhibit A to this Ordinance (the “Code Amendments”) which, if adopted, would promote clarity and ensure that golf cart and low-speed vehicle regulations are consistent with state law; and

**WHEREAS**, the Community Development Director or his or her designee prepared an exhibit, including proposed language and terminology for the proposed Code Amendments and any additional information and documents deemed necessary for the City Council to take action, and such exhibit was available for public inspection at City Hall and, upon request, was supplied to all persons desiring a copy, at least 10 days prior to the scheduled City Council public hearing date; and

**WHEREAS**, on March 20, 2019, the City Council held a duly noticed public hearing on the proposed Code Amendments at which it considered all of the information, evidence, and testimony presented, both written and oral.

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

**SECTION 1.** The City Council hereby finds and determines that (i) each of the recitals to this Ordinance are true and correct, and are adopted herein as findings; (ii) the Code Amendments comply with all applicable requirements of State law; (iii)

the Code Amendments will not adversely affect the health, safety, or welfare of the residents within the community; (iv) the Code Amendments are in the public interest of the City of Laguna Woods; and, (v) the Code Amendments are consistent with the Laguna Woods General Plan and its various elements.

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that it can be seen with certainty that this project has no possibility of having a significant effect on the environment. The project relates to the operation, maintenance, and minor alteration of existing highways pertaining to use by golf carts and low-speed vehicles. The use of highways by golf carts and low-speed vehicles is allowed pursuant to the California Vehicle Code and involves negligible or no expansion of use beyond that which is currently existing. Therefore, the Code Amendments are not a project subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 15301 of Title 14 of the California Code of Regulations.

SECTION 3. Chapter 8.18 of the Laguna Woods Municipal Code is hereby amended to read as set forth in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

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

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

SECTION 6. The 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.

SECTION 7. All of the above-referenced documents and information have been and are on file with the City Clerk of the City.

PASSED, APPROVED AND ADOPTED this XX day of XX 2019.

\_\_\_\_\_  
CYNTHIA CONNERS, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
DAVID B. COSGROVE, City Attorney

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 19-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2019, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2019 by the following vote to wit:

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

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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**EXHIBIT A  
CODE AMENDMENTS**

*Chapter 8.18 (“Golf Carts and Low-Speed Vehicles”) of Title 8 (“Traffic Control”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining and deletions shown with ~~strike through~~):*

**Sec. 8.18.010. - Purpose and intent.**

The purpose of this chapter is to provide reasonable regulations for the use of golf carts, ~~golf cars,~~ and ~~other~~ low-speed vehicles on specifically designated golf cart paths and ~~on public sidewalks~~ and across specifically established golf cart crossings. This chapter is intended to protect and promote the health, ~~and~~ safety, and welfare of the public. In adopting and implementing the regulatory provisions of this chapter, it is the intent of the ~~Laguna Woods~~ City Council to further the objectives specified above, and to create reasonable regulations in conformance with the California Vehicle Code.

**Sec. 8.18.020. - Definitions.**

~~The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The word “shall” is always mandatory and not merely directory. The following definitions shall govern the meaning of words and phrases used in this chapter, except that definitions from the California Vehicle Code shall have the meaning of the then-current effective statute, as may be amended from time to time or replaced by a successor statute:~~

(05) *Golf cart* means, as defined in ~~the~~ California Vehicle Code § 345, a motor vehicle having not less than three wheels in contact with the ground, having an unladen weight less than 1,300 pounds, which is designed to be and is operated at not more than 15 miles per hour and designed to carry golf equipment and not more than two persons, including the driver.

(10) ~~*Low-speed vehicle* means, as defined in the California Vehicle Code § 385.5, a motor vehicle, other than a motor truck, having four wheels on the ground and an unladen weight of 1,800~~

~~pounds or less, that is capable of propelling itself at a minimum speed of 20 miles per hour and a maximum speed of 25 miles per hour, on a paved level surface. A low-speed vehicle is not a golf cart, except when operated pursuant to the California Vehicle Code §§ 21115 or 21115.1.~~ Golf cart crossing means a crossing on a portion of a highway that has been specifically established by a resolution of the City Council for use by golf carts, in accordance with California Vehicle Code § 21115.1.

(15) *Golf cart path* means a path ~~or an area~~ on a portion of a highway, other than the roadway, that has been specifically designated by a resolution of the City Council for use by golf carts. Golf cart paths are identified by posted signs and are set apart from the roadway by curbs, barriers, markings, or other delineation ~~for golf cart use.~~

(20) *Highway* means, as defined in California Vehicle Code § 360, a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel, including streets.

(25) *Low-speed vehicle* means, as defined in California Vehicle Code § 385.5, a motor vehicle, other than a motor truck, having four wheels on the ground and an unladen weight of 1,800 pounds or less, that is capable of propelling itself at a minimum speed of 20 miles per hour and a maximum speed of 25 miles per hour, on a paved level surface. A low-speed vehicle is not a golf cart, except when operated pursuant to the California Vehicle Code §§ 21115 or 21115.1.

(~~20~~30) *Sidewalk* means, as defined in ~~the~~ California Vehicle Code § 555, that portion of a highway, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

**Sec. 8.18.030. - Regulations ~~for golf carts and low-speed vehicles.~~**

~~(a) — It shall be a violation of this chapter for anyone to operate a golf cart or low-speed vehicle on a public sidewalk.~~

~~(ba)~~ Golf carts may be operated on golf cart paths and across golf cart crossings in accordance with the California Vehicle Code. ~~However, it shall be a violation of this chapter for anyone to operate a low-speed vehicle on a golf cart path.~~ It shall be a violation of this chapter to operate a golf cart (1) on any sidewalk unless such sidewalk has been specifically designated a golf cart path in accordance with this chapter or (2) on any portion of a highway unless such portion has been specifically established as a golf cart crossing in accordance with this chapter.

(b) It shall be a violation of this chapter for anyone to operate a low-speed vehicle on a golf cart path or sidewalk.

~~(c) —The City Manager is authorized to erect and maintain signs adjacent to or on golf cart paths and sidewalks, as deemed necessary, to explain the regulations set forth in this chapter or comply with the California Vehicle Code.~~

~~(dc)~~ Any violation of this chapter shall be deemed an infraction, subject to the provisions of ~~Chapters~~ chapters 1.04 and 1.06 of this Code.

~~(ed)~~ Nothing in this chapter shall be deemed to prohibit the use of golf carts and low-speed vehicles that are operated in accordance with the California Vehicle Code or that are operated on private property.

**Section 8.18.040. - Signs, markers, and lighting.**

The City Manager is authorized to erect and maintain signs, markers, and lighting adjacent to or on golf cart paths, golf cart crossings, and sidewalks, as deemed necessary, to (1) comply with the California Vehicle Code or (2) explain the regulations set forth in the California Vehicle Code or this chapter.

**Sec. 8.18.050. - Compliance disclaimer.**

(a) The presence, absence, maintenance condition, or visibility of signs, markers, or lighting authorized pursuant to Section 8.18.040 shall not excuse noncompliance with this chapter nor with any other local laws or regulations, or federal or state laws or regulations.

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

## **7.3 WATER QUALITY REGULATIONS**

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# City of Laguna Woods Agenda Report

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Christopher Macon, City Manager  
**FOR:** March 20, 2019 Regular Meeting  
**SUBJECT:** Water Quality Regulations

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## Recommendation

1. Receive staff report.  

AND
2. Open public hearing.  

AND
3. Receive public testimony.  

AND
4. Close public hearing.  

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING ORDINANCE NO. 19-01 AND AMENDING CHAPTER 4.14 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO WATER QUALITY

## **Background**

*Note: The proposed ordinance was adopted by the City Council on January 16, 2019 as Ordinance No. 19-01. Due to an inadvertent procedural error, Ordinance No. 19-01 has not taken effect and the proposed ordinance has been re-agendized.*

Laguna Woods Municipal Code Chapter 4.14 contains regulations related to water quality, which in this context relates to the City's regulatory obligations under applicable National Pollutant Discharge Elimination System ("NPDES") permits issued by California regional water quality control boards, as well as other state permits and orders. The City's regulations were last amended in 2010.

Due to geography and local drainage patterns, Laguna Woods is one of only three incorporated cities in Orange County that is subject to the jurisdiction of both the Santa Ana and San Diego regional water quality control boards. As a result, the City is required to comply with an NPDES permit issued by each regional water quality control board, in addition to general orders issued by, or as a result of directives from, the California State Water Resources Control Board.

Drinking water quality is not the subject of the City's water quality regulations and is within the purview of the El Toro Water District, a separately incorporated special district that provides all water and wastewater service in Laguna Woods.

## **Discussion**

Today's meeting is an opportunity for City Council action, as well as public input, on proposed amendments to Laguna Woods Municipal Code Chapter 4.14 (Attachment A) which, if adopted, would modify existing regulations related to water quality. Staff recommends that the City Council initiate the adoption process for the proposed ordinance, in order to support the City's regulation of waste and stormwater discharges, including discharges to the stormwater drainage system within the City's jurisdiction, as required by applicable state permits and orders.

While the majority of the proposed amendments would make existing regulations more explicit, or increase alignment of the same with applicable state permits and orders, more significant proposed amendments include, but are not limited to:

- The addition of explicit provisions allowing for more rapid inspections of private property where exigent circumstances dictate.

- The addition of provisions revising notice requirements for inspections of industrial sites/sources and construction sites, which state permits and orders have identified as creating increased threats to water quality.
- The addition of provisions authorizing the City Manager, where necessary or advantageous to ensure compliance with state permits or orders, to negotiate interagency agreements with public and private parties to control stormwater pollution or discharges to the stormwater drainage system.

If the City Council takes the recommended action at today’s meeting, the proposed ordinance would be agendized for a second reading and consideration of adoption at an upcoming meeting. The ordinance would take effect 30 days after adoption.

### **Environmental Review**

It can be seen with certainty that this project has no possibility of having a significant effect on the environment as it does not approve any capital improvement project or other action or activity with the potential for a significant effect on the environment, nor do the proposed amendments to Chapter 4.14 of the Laguna Woods Municipal Code necessitate any construction or other modification of the environment with the potential for significant environmental effects. Therefore, the adoption of the proposed ordinance is not a project subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b) and 15061(b)(3) of Title 14 of the California Code of Regulations.

### **Fiscal Impact**

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

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

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**ORDINANCE NO. 19-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING ORDINANCE NO. 19-01 AND AMENDING CHAPTER 4.14 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO WATER QUALITY

**WHEREAS**, water quality regulations are codified at Chapter 4.14 of the Laguna Woods Municipal Code; and

**WHEREAS**, staff has recommended amendments to the existing water quality regulations, as set forth in the attached Exhibit A to this Ordinance (the “Code Amendments”), in order to support the City’s regulation of waste and stormwater discharges, including discharges to the stormwater drainage system within the City’s jurisdiction, as required by applicable state permits and orders; and

**WHEREAS**, on January 16, 2019, the City Council adopted the proposed Code Amendments as Ordinance No. 19-01; however, due to an inadvertent procedural error, Ordinance No. 19-01 has not taken effect; and

**WHEREAS**, on March 20, 2019, the City Council held a duly noticed public hearing on the proposed Code Amendments at which it considered all of the information, evidence, and testimony presented, both written and oral.

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

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

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that it can be seen with certainty that this project has no possibility of having a significant effect on the environment as it does not approve any capital improvement project or other action or activity with the potential for a significant effect on the environment, nor do the proposed amendments to Chapter

4.14 of the Laguna Woods Municipal Code necessitate any construction or other modification of the environment with the potential for significant environmental effects. Therefore, the adoption of this Ordinance is not a project subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b) and 15061(b)(3) of Title 14 of the California Code of Regulations.

SECTION 3. Ordinance No. 19-01 is hereby repealed in its entirety.

SECTION 4. Chapter 4.14 of the Laguna Woods Municipal Code is hereby amended to read as set forth in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

SECTION 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.

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

PASSED, APPROVED AND ADOPTED this XX day of XX 2019.

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Cynthia Conners, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
DAVID B. COSGROVE, City Attorney

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 19-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2019, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2019 by the following vote to wit:

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

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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**EXHIBIT A  
CODE AMENDMENTS**

*Section 4.14.010 (“Definitions”) of Chapter 4.14 (“Water Quality”) of Title 4 (“Health and Sanitation”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining and deletions shown with ~~strike-through~~):*

**Sec. 4.14.010. - Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words and phrases not ascribed a meaning by this chapter shall have the meanings ascribed by the regulations implementing the National Pollutant Discharge Elimination System, Federal Clean Water Act §-Section 402, and State Water Code Division 7 (State Water Code §-Section 13000 et seq.), if defined therein, and if not, to the definitions in an applicable permit issued by the California State Water Resources Control Board or applicable California Regional Water Quality Control Board, as such permits may be amended from time to time.

(05) *Authorized Inspector* shall mean the City Manager of the City of Laguna Woods and persons designated by and under his or her instruction and supervision, who are assigned to investigate compliance with, detect violations of, and/or take actions pursuant to this chapter.

(10) *City* shall mean the City of Laguna Woods, Orange County, California.

(15) *Co-Permittee* shall mean the City, County of Orange, the Orange County Flood Control District, and/or any ~~one~~ of the municipalities in Orange County, California or San Diego, California, ~~including the City of Laguna Woods~~, which are responsible for compliance with the terms of ~~NPDES~~ Permit(s).

(20) ~~DAMP~~ Drainage Area Management Plan shall mean the Orange County Drainage Area Management Plan, including the City’s approved Local Implementation Plans, as the same may be amended from time to time.

(25) *Development Pproject Gguidance* shall mean ~~Chapter 7 of the DAMP and the appendix thereto, entitled “Model Water Quality Management Plan”~~ guidance, instruction, and requirements for new development and significant redevelopment projects included or referred to in the Local Implementation Plan, as the same may be amended from time to time.

(30) *Discharge* shall mean any release, spill, leak, pump, flow, escape, leaching (including subsurface migration or deposition to groundwater), dumping or disposal of any liquid, semi-solid or solid substance.

(35) *Discharge exception* shall mean ~~the group of activities discharges~~ not restricted or prohibited by this chapter, including, but not limited to, any of the following:

(1) Discharges composed entirely of stormwater (e.g., runoff occurring as a result of rain).

(2) Discharges authorized pursuant to federal or state laws or regulations, or by current ~~EPA, State, or Regional Water Quality Control Board issued NPDES Permits~~ Permit(s), State General Permit(s), or other waivers, permits or approvals granted by a government agency with jurisdiction over such discharges.

(3) Discharges to the stormwater drainage system, that meet all requirements of the Permit(s), State General Permit(s), and any other applicable legal requirements, including ~~any of~~ the following:

- a. Diverted stream flows
- b. Rising ground waters
- c. Infiltration of groundwater uncontaminated by sewage
- d. Uncontaminated pumped groundwater<sup>+</sup>
- e. Foundation drains<sup>+</sup>
- f. Springs
- g. Water from crawl space pumps<sup>+</sup>

- h. Footing drains~~-<sup>46</sup>~~
- i. Air conditioning condensation
- j. Flows from riparian habitats and wetlands
- k. Potable water sources, ~~except to the extent such discharges are subject to but not in compliance with general permits issued by the State or Regional Water Quality Control Board or other local ordinances~~
- l. Individual residential car washing
- m. Dechlorinated swimming pools
- n. Emergency fire~~f~~ighting activities
- o. Water line flushing, except for fire suppression sprinkler system maintenance and testing discharges. ~~If any discharges that fall within this exception are subject to State or Regional Water Quality Control Board permits or local ordinances, they are exempt only if the discharger is in compliance with said permits or local ordinances.~~

~~4. Stormwater discharges for which the discharger has reduced to the maximum extent practicable the amount of pollutants in such discharge.~~

(4) Runoff not otherwise regulated by Permit(s) or State General Permit(s) for which all applicable best management practices set forth in Section 4.14.030 of this Code are being properly implemented.

In any action taken to enforce this chapter, the burden shall be on the person who is the subject of such action to establish that a discharge was or is within the scope of ~~this a~~ discharge exception and otherwise meets all requirements of the Permit(s), State General Permit(s) and any other applicable legal requirements.

(38) Enforcement Response Plan shall mean the City's Enforcement Response Plan prepared pursuant to the requirements of the Permit(s).

(40) *Enforcing Attorney* shall mean the City Attorney or District Attorney and his or her designee acting as legal counsel to the City, which counsel is authorized to take enforcement action as described in this chapter. For purposes of criminal prosecution, the District Attorney, or his or her designee, shall act as the Enforcing Attorney.

(45) *EPA* shall mean the Environmental Protection Agency of the United States.

(50) *Hearing Officer* shall mean the City Council, which shall preside at the administrative hearings authorized by this chapter and issue final decisions on the matters raised therein.

(53) *Industrial sites/sources* shall mean those categories of industrial sites and sources as defined in 40 CFR 122.26(b)(14), including, but not limited to, those sites and sources that are subject to Permit(s) or State General Permit(s), including certain construction sites; operating and closed landfills; facilities subject to the Federal Superfund Amendments and Reauthorization Act Title III; and, hazardous waste treatment, storage, and disposal facilities.

(55) *Invoice for costs* shall mean the actual costs and expenses of the City, including, but not limited to, administrative overhead, salaries and other expenses recoverable under State law, incurred during any inspection conducted pursuant to this chapter or where a notice of violation, administrative citation, administrative compliance order or other enforcement option under this chapter is utilized to obtain compliance with this chapter.

(60) *Illicit connection* shall mean any man-made conveyance or drainage system, pipeline, conduit, inlet or outlet through which the discharge of any pollutant to the stormwater drainage system occurs or may occur. ~~The term “illicit connection” shall~~ does not include legal nonconforming connections or connections to the stormwater drainage system that are hereinafter authorized by the agency with jurisdiction over the system at the location at which the connection is made.

(65) *Legal nonconforming connection* shall mean connections to the stormwater drainage system existing as of the adoption of this chapter that were in compliance with all federal, state and local rules, regulations,

statutes and administrative requirements in effect at the time that the connection was established.

(70) *Local ~~i~~Implementation ~~p~~Plan ~~or LIP~~* shall mean the City's plan for implementation of the ~~NPDES permits, as approved by the City Manager or his or her designee, as may be amended from time to time.~~ Permit(s), and any plans or policies required to be developed and implemented per the Permit(s), as approved by the City Manager, including, but not limited to, the Enforcement Response Plan. The Local Implementation Plan is the City's Local Implementation Plan for the purposes of complying with the Permit(s) issued by the California Regional Water Quality Control Board, Santa Ana Region, as well as the City's Jurisdictional Runoff Management Plan (JRMP) for the purposes of complying with the Permit(s) issued by the California Regional Water Quality Control Board, San Diego Region. All requirements of the Local Implementation Plan, including the Enforcement Response Plan, may be enforced via this chapter.

(75) *New development* shall mean all public and private residential, industrial, commercial, retail, and other nonresidential construction projects, or grading for future construction, for which either a discretionary land use approval, grading permit, building permit, or nonresidential plumbing permit is required.

(80) *Nonresidential plumbing permit* shall mean a plumbing permit authorizing the construction and/or installation of any facility or facilities for the conveyance of liquids other than stormwater, potable water, reclaimed water, or domestic sewage.

(85) ~~NPDES permit~~ Permit(s) shall mean the currently applicable municipal discharge permits and/or orders issued by the California Regional Water Quality Control Board, Santa Ana Region and/or the California Regional Water Quality Control Board, San Diego Region, as appropriate, which permit and/or establish waste discharge requirements and/or National Pollutant Discharge Elimination System discharge limitations applicable to stormwater runoff and/or discharges to the stormwater drainage system within the City's jurisdiction.

(90) *Person* shall mean any natural person as well as any corporation, partnership, government entity or subdivision, trust, estate, cooperative

association, joint venture, business entity, or other similar entity, or the agent, employee or representative of any of the above.

(95) *Pollutant* shall mean any liquid, solid or semi-solid substances, or combination thereof, including, but not limited to:

- (1) Artificial materials (such as floatable plastics, wood products or metal shavings);
- (2) Household waste (such as trash, paper, and plastics; cleaning chemicals; yard wastes; animal fecal materials; used oil and fluids from vehicles, lawn mowers and other common household equipment);
- (3) Metals and non-metals, including compounds of metals and non-metals, (such as cadmium, lead, zinc, copper, silver, nickel, chromium, cyanide, phosphorus and arsenic), with characteristics which cause an adverse effect on living organisms;
- (4) Petroleum and related hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease);
- (5) Animal wastes (such as discharge from confinement facilities, kennels, pens and recreational facilities, including, stables, show facilities, or polo fields);
- (6) Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor;
- (7) Waste materials and wastewater generated on construction sites and by construction activities (such as painting and staining; use of sealants and glues; use of lime; use of wood preservatives and solvents; disturbance of asbestos fibers, paint flakes or stucco fragments; application of oils, lubricants, hydraulic, radiator or battery fluids; construction equipment washing; concrete pouring and cleanup; use of concrete detergents; steam cleaning or sand blasting; use of chemical degreasing or diluting agents; and use of super chlorinated water for potable water line flushing);

(8) Materials causing an increase in biochemical oxygen demand, chemical oxygen demand or total organic carbon;

(9) Materials which contain base/neutral or acid extractible organic compounds;

(10) Those pollutants defined in ~~§ 1362(6) of the~~ Federal Clean Water Act Section 1362(6); ~~and~~

(11) Any other constituent or material, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus or enterococcus, or eroded soils, sediment and particulate materials, in quantities that will interfere with or adversely affect the beneficial uses of the receiving waters, flora or fauna of the State.

(100) *Prohibited discharge* shall mean any discharge which contains any pollutant, from public or private property to (i) the stormwater drainage system; (ii) any upstream flow, which is tributary to the stormwater drainage system; (iii) any groundwater, river, stream, creek, wash or dry weather arroyo, wetlands area, marsh, coastal slough, or (iv) any coastal harbor, bay, or the Pacific Ocean. ~~The term p~~ “Prohibited discharge” shall does not include discharges allowable under the discharge exception.

(105) *Significant redevelopment* shall mean the rehabilitation or reconstruction of public or private residential (whether single family, multi-unit or planned unit development), industrial, commercial, retail, or other nonresidential structures, for which either a discretionary land use approval, grading permit, building permit or nonresidential plumbing permit is required.

(110) *State g* General p Permit(s) shall mean ~~either the Waste Discharge Requirements for Discharges of Storm Water Associated With Industrial Activities Excluding Construction Activities Permit (State Industrial General Permit) or the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated With Construction and Land Disturbance Activities (State Construction General Permit) and the terms and requirements of either or both~~ the “National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Industrial Activities” (Industrial General Permit) and/or the “National Pollutant Discharge Elimination System (NPDES) General Permit

for Storm Water Discharges Associated with Construction and Land Disturbance Activities” adopted by the California State Water Resources Control Board, as may be amended from time to time. In the event that the EPA revokes the in-lieu permitting authority of the California State Water Resources Control Board, then the term “State gGeneral pPermit(s)” shall also refer to any EPA-administered stormwater control program for industrial and construction activities.

(115) *Stormwater drainage system* shall mean any street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet or other facility, which is a part of or tributary to any municipal separate storm sewer system including, but not limited to, the ~~county-wide stormwater runoff system and~~ the City’s municipal separate storm sewer system and any municipal separate storm sewer system owned, operated, maintained or controlled by County of Orange, the Orange County Flood Control District or any other Co-Permittee, and which is used for the purpose of collecting, storing, transporting, or disposing of stormwater.

**Footnote content:**

~~—(6)—~~

~~Note—These discharges may be covered by a State or Regional Water Quality Control Board permit for groundwater extraction or similar discharges to surface waters. The City authorizes these discharges in compliance with such permit unless the Authorized Inspector determines the discharge potentially causes, or threatens to cause, a condition of pollution, contamination, or nuisance.~~

*Section 4.14.020 (“Prohibited discharges and illicit connections”) of Chapter 4.14 (“Water Quality”) of Title 4 (“Health and Sanitation”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining and deletions shown with ~~strike-through~~):*

**Sec. 4.14.020. - Prohibited discharges and illicit connections.**

- (a) No person shall:
  - (1) Cause, allow or facilitate any prohibited discharge.
  - (2) Construct, maintain, operate or utilize any illicit connection.

- (3) Act, cause, permit or suffer any agent, employee, or independent contractor, to construct, maintain, operate or utilize any illicit connection, or cause, allow or facilitate any prohibited discharge.
- (b) The prohibition against illicit connections shall apply irrespective of whether the illicit connection was established prior to the date of enactment of this chapter; however, legal nonconforming connections shall not become illicit connections until the earlier of the following:
- (1) For all structural improvements to property installed for the purpose of discharge to the stormwater drainage system, the expiration of five years from the adoption of this chapter.
  - (2) For all nonstructural improvements to property existing for the purpose of discharge to the stormwater drainage system, the expiration of six months following delivery of a notice to the owner or occupant of the property, which states a legal nonconforming connection has been identified. The notice of a legal nonconforming connection shall state the date of expiration of use under this chapter.
- (c) A civil or administrative violation shall occur irrespective of the negligence or intent of the violator to construct, maintain, operate or utilize an illicit connection or to cause, allow or facilitate any prohibited discharge.
- (d) If an Authorized Inspector reasonably determines that a discharge, which is otherwise within the discharge exception, may violate any law, regulation, Permit(s), or State General Permit(s), or otherwise adversely affect the beneficial uses of receiving waters, then the Authorized Inspector may give written notice to the owner of the property or facility that the discharge exception shall not apply to the subject discharge. ~~following expiration of the 30-day period commencing upon delivery of the notice. Upon expiration of the 30-day period any such discharge shall constitute a violation of this chapter.~~
- (e) The owner or occupant of property on which a legal nonconforming connection exists may request a hearing for an extension of the period allowed for continued use of the connection. A reasonable extension of use may be authorized by the Hearing Officer upon consideration of the following factors:

- (1) The potential adverse effects of the continued use of the connection upon the beneficial uses of receiving waters;
- (2) The economic investment of the discharger in the legal nonconforming connection; and
- (3) The financial effect upon the discharger of a termination of the legal nonconforming connection.

*Section 4.14.030 (“Best management practices”) of Chapter 4.14 (“Water Quality”) of Title 4 (“Health and Sanitation”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining and deletions shown with ~~strike through~~):*

**Sec. 4.14.030. - Best management practices.**

(a) *Properties.* Each owner or occupant of any property in the City shall implement minimum best management practices ~~(BMPs)~~ as may be designated in the ~~City’s~~ Local Implementation Plan ~~or as otherwise required by the Permit(s), State General Permit(s), or as may otherwise be required by the City to prevent discharges to the stormwater drainage system.~~ For any property that is tributary to an impaired water body and/or is within or directly adjacent to or discharging directly to a receiving water within an environmentally sensitive area, such ~~BMPs~~ best management practices shall include such additional controls as the City may require.

(b) *Activities.* Each person conducting any activity or operation on any property in the City shall implement minimum best management practices ~~(BMPs)~~ as may be designated in the ~~City’s~~ Local Implementation Plan ~~or as otherwise required by the Permit(s), State General Permit(s), or as may otherwise be required by the City to prevent discharges to the stormwater drainage system.~~ For any activity or operation that is tributary to an impaired water body and/or is within or directly adjacent to or discharging directly to a receiving water within an environmentally sensitive area, such ~~BMPs~~ best management practices shall include such additional controls as the City may require.

*Section 4.14.040 (“New development and significant redevelopment”) of Chapter 4.14 (“Water Quality”) of Title 4 (“Health and Sanitation”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining and deletions shown with ~~strike-through~~):*

**Sec. 4.14.040. - New development and significant redevelopment.**

(a) All new development and significant redevelopment within the City shall be undertaken in accordance with:

- (1) The ~~DAMP~~Drainage Area Management Plan, including but not limited to the development project guidance; and
- (2) Any conditions and requirements established by the City, which are reasonably related to the reduction or elimination of pollutants in stormwater runoff from the project site.

(b) Prior to the issuance by the City of a grading permit, building permit or nonresidential plumbing permit for any new development or significant redevelopment, the City shall review the project plans and impose terms, conditions and requirements on the project in accordance with this chapter. If the new development or significant redevelopment will be approved without application for a grading permit, building permit or nonresidential plumbing permit, the City shall review the project plans and impose terms, conditions and requirements on the project in accordance with this chapter prior to the issuance of a discretionary land use approval or, at the City’s discretion, prior to recordation of a subdivision map.

(c) Notwithstanding the foregoing ~~S~~sections 4.14.040(a) and 4.14.040(b) of this Code, compliance with the development project guidance shall not be required for construction of one single family detached residence unless the City determines that the construction may result in the discharge of significant levels of a pollutant into or tributary to the stormwater drainage system.

(d) Compliance with the conditions and requirements of the ~~DAMP~~Drainage Area Management Plan shall not exempt any person from the requirement to independently comply with each provision of this chapter.

(e) If the City determines that the project will have a de minimis impact on the quality of stormwater runoff, then it may issue a written waiver of the requirement for compliance with the provisions of the development project guidance.

(f) The owner of a new development or significant redevelopment project, or upon transfer of the property, its successors and assigns, shall implement and adhere to the terms, conditions and requirements imposed pursuant to this chapter on a new development or significant redevelopment project.

(1) Each failure by the owner of the property or its successors or assigns, to implement and adhere to the terms, conditions and requirements imposed pursuant to this chapter on a new development or significant redevelopment project shall constitute a violation of this chapter.

(g) The City may require that the terms, conditions and requirements imposed pursuant to this chapter be recorded with the County of Orange by the property owner. The signature of the owner of the property or any successive owner shall be sufficient for the recording of these terms, conditions and requirements and a signature on behalf of the City shall not be required for recordation.

(h) The City shall be reimbursed by the project applicant for all costs and expenses incurred by the City in the review of new development or significant redevelopment projects for compliance with the ~~DAMP~~Drainage Area Management Plan. The City may elect to require a deposit of estimated costs and expenses, and the actual costs and expenses shall be deducted from the deposit, and the balance, if any, refunded to the project applicant.

*Section 4.14.050 (“Inspections”) of Chapter 4.14 (“Water Quality”) of Title 4 (“Health and Sanitation”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining and deletions shown with ~~strike-through~~):*

**Sec. 4.14.050. - Inspections.**

(a) ~~*Entry.* Prior to commencing any inspection of private property (including, but not limited to, facilities and portable equipment) as authorized in this section, the Authorized Inspector shall obtain the consent of the owner or occupant of the property or an administrative inspection warrant or criminal search warrant.~~ *Right to Enter and Inspect.* Except where exigent circumstances dictate otherwise, and except for inspections of industrial sites/sources or construction sites, prior to commencing any inspection of private property, the Authorized Inspector shall obtain either the consent of the owner, operator, or person responsible for the day-to-day activities of such facility, or shall obtain an administrative inspection warrant or criminal search warrant. For industrial sites/sources and construction sites, because such dischargers are identified under the Permit(s) and State General Permit(s) as creating increased threats to water quality, the Authorized Inspector is hereby authorized to inspect each such industrial site/source or construction site during normal business hours upon providing 24-hours' notice to the owner, operator, or person responsible for the day-to-day activities of such facility.

(b) *Discharge investigations.* The Authorized Inspector may inspect public and private property to investigate the source of any discharge to the stormwater drainage system or to otherwise verify or enforce compliance with this chapter.

(c) *Compliance inspections.* The Authorized Inspector may inspect property for the purpose of verifying compliance with this chapter, including but not limited to (i) identifying products produced, processes conducted, chemicals used and materials stored on or contained within the property, (ii) identifying point(s) of discharge of all wastewater, process water systems and pollutants, (iii) investigating the natural slope at the location, including drainage patterns and man-made conveyance systems, (iv) establishing the location of all points of discharge from the property, whether by surface runoff or through a storm drain system, (v) locating any illicit connection or the source of prohibited discharge, (vi) evaluating compliance with any water quality management plan, and (vii) investigating the condition of any legal nonconforming connection.

(d) *Records review.* The Authorized Inspector may inspect all records of the owner or occupant of property relating to processes or chemicals presently or previously occurring on-site, including but not limited to material and/or chemical inventories, facilities maps or schematics and

diagrams, material safety data sheets, hazardous waste manifests, business plans, water quality management plans, maintenance records, pollution prevention plans, State General Permit(s), monitoring program plans and any other records relating to this chapter, prohibited discharges, illicit connections, legal nonconforming connections, or any other source of contribution or potential contribution of pollutants to the stormwater drainage system.

(e) *Documentation of conditions.* The Authorized Inspector may take photographs or video recordings, make measurements or drawings, and create any other record reasonably necessary to document conditions on the property.

(f) *Monitoring and testing.* The Authorized Inspector may inspect, sample, monitor (including, but not limited to, erecting and maintaining monitoring devices) and/or test any area runoff, soils area, groundwater, materials within any waste storage area or container, and/or discharge for the purposes of (i) determining the potential for contribution of pollutants to the stormwater drainage system and/or (ii) measuring any discharge or potential source of discharge to the stormwater drainage system. The Authorized Inspector may investigate the integrity of any storm drain system, sanitary sewer system, legal nonconforming connection or other pipelines on the property using appropriate tests, including but not limited to smoke and dye tests or video surveys. The owner or occupant of property subject to inspection shall, after submission of a written request, receive copies of all monitoring and test results conducted by the Authorized Inspector.

***Section 4.14.060 (“Enforcement”) of Chapter 4.14 (“Water Quality”) of Title 4 (“Health and Sanitation”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining and deletions shown with ~~strike-through~~):***

**Sec. 4.14.060. - Enforcement.**

(a) *Notice of violation.* The Authorized Inspector may deliver to the owner or occupant of any property, or to any person responsible for a prohibited discharge or an illicit connection a notice of violation. The notice of violation shall be written and delivered in accordance with Chapter 1.06 of this Code.

(b) *Administrative citation.* The Authorized Inspector may deliver to the owner or occupant of any property, or to any person responsible for a prohibited discharge or an illicit connection an administrative citation. The administrative citation shall be written and delivered in accordance with Chapter 1.06 of this Code.

(c) *Administrative compliance orders.* The Authorized Inspector may issue an administrative compliance order.

(1) The administrative compliance order may be issued to:

a. The owner or occupant of any property requiring abatement of conditions on the property that cause or may cause a prohibited discharge or an illicit connection in violation of this chapter.

b. The owner of property subject to terms, conditions or requirements imposed on a project in accordance with this chapter to ensure adherence to those terms, conditions and requirements.

c. Any person responsible for an illicit connection or prohibited discharge.

(2) The administrative compliance order may include but is not limited to the following terms and requirements:

a. Specific steps and time schedules for compliance as reasonably necessary to prevent the imminent threat of a prohibited discharge, including but not limited to a prohibited discharge from any pond, pit, well, surface impoundment, holding or storage area.

b. Specific steps and time schedules for compliance as reasonably necessary to discontinue any illicit connection.

c. Specific requirements for containment, cleanup, removal, storage, installation of overhead covering, or proper disposal of any pollutant having the potential to contact stormwater runoff.

d. Any other terms or requirements reasonably calculated to prevent the imminent threat of or continuing violations of this chapter, including, but not limited to requirements for compliance with best management practices guidance documents promulgated by any federal, state or local agency.

e. Any other terms or requirements reasonably calculated to achieve full compliance with the terms, conditions and requirements of any permit issued pursuant hereto.

(d) *Cease and desist orders.* The Authorized Inspector may issue a cease and desist order. A cease and desist order shall be delivered in accordance with Section 1.06.050 of this Code.

(1) A cease and desist order may direct the owner or occupant of any property and/or other person responsible for a violation of this chapter to:

a. Immediately discontinue any illicit connection or prohibited discharge to the stormwater drainage system.

b. Immediately contain or divert any flow of water off the property, where the flow is occurring in violation of any provision of this chapter.

c. Immediately discontinue any other violation of this chapter.

d. Clean up the area affected by the violation.

(2) The Authorized Inspector may direct by cease and desist order that the owner of any property immediately cease any activity not in compliance with the terms, conditions and requirements of the applicable permit.

(e) *Recovery of costs.* The Authorized Inspector may deliver to the owner or occupant of any property, any permittee or any other person who becomes subject to a notice of violation, administrative citation, administrative compliance order or cease and desist order, an invoice for costs. An invoice for costs shall be delivered in accordance with Section 1.06.050 of this

Code. An invoice for costs shall be immediately due and payable to the City for the actual costs incurred by the City in issuing and enforcing any notice or order. If any owner or occupant, permittee or any other person subject to an invoice for costs fails to either pay the invoice for costs or appeal successfully the invoice for costs, then the Enforcing Attorney may institute collection proceedings.

(f) *Nuisance.* Any condition in violation of the prohibitions of this chapter, including but not limited to the maintenance or use of any illicit connection or the occurrence of any prohibited discharge, shall constitute a threat to the public health, safety and welfare, and is declared and deemed a nuisance pursuant to [California](#) Government Code ~~§~~ [Section](#) 38771. The City may abate the nuisance and recover costs as legally allowed.

(g) *Criminal sanctions.*

(1) *Authority to act.* The Enforcing Attorney may act on the request of the City Manager to pursue enforcement actions in accordance with the provisions of this chapter.

(2) *Infractions.* Any person who may otherwise be charged with a misdemeanor under this chapter may be charged, at the discretion of the Enforcing Attorney, with an infraction punishable by a fine of not more than \$100.00 for a first violation, \$200.00 for a second violation, and a fine not exceeding \$500.00 for each additional violation occurring within one year.

(3) *Misdemeanors.* Any person who negligently or knowingly violates any provision of this chapter, undertakes to conceal any violation of this chapter, continues any violation of this chapter after notice thereof, or violates the terms, conditions and requirements of any permit issued pursuant to this chapter, shall be guilty of a misdemeanor punishable by a fine of not more than \$1,000.00 or by imprisonment for a period of not more than six months, or both.

(h) *Citations.* Pursuant to [California](#) Penal Code ~~§~~ [sections](#) 836.5, the Authorized Inspector shall have the authority to cause the arrest of any person committing a violation of this chapter. The person shall be released and issued a citation to appear before a magistrate in accordance with [California](#) Penal Code ~~§~~ [sections](#) 853.5, ~~§~~ 853.6, and ~~§~~ 853.9, unless the

person demands to be taken before a magistrate. Following issuance of any citation the Authorized Inspector shall refer the matter to the Enforcing Attorney. Each citation to appear shall state the name and address of the violator, the provisions of this chapter violated, and the time and place of appearance before the court, which shall be at least ten business days after the date of violation. The person cited shall sign the citation giving his or her written promise to appear as stated therein. If the person cited fails to appear, the Enforcing Attorney may request issuance of a warrant for the arrest of the person cited.

(i) *Injunctions.* At the request of the City Manager, the Enforcing Attorney may cause the filing in a court of competent jurisdiction, of a civil action seeking an injunction against any threatened or continuing violation with the provisions of this chapter.

(1) *Order for reimbursement.* Any temporary, preliminary or permanent injunction issued pursuant hereto may include an order for reimbursement to the City of all costs incurred in enforcing this chapter, including costs of inspection, investigation and monitoring, the costs of abatement undertaken at the expense of the City, costs relating to restoration of the environment and all other expenses as authorized by law.

(j) *Other civil remedies.* The City Manager may cause the Enforcing Attorney to file an action for civil damages in a court of competent jurisdiction seeking recovery of (i) all costs incurred in enforcement of the chapter, including but not limited to costs relating to investigation, sampling, monitoring, inspection, administrative expenses, all other expenses as authorized by law, and consequential damages, (ii) all costs incurred in mitigating harm to the environment or reducing the threat to human health, and (iii) damages for irreparable harm to the environment.

The Enforcing Attorney is authorized to file actions for civil damages resulting from any trespass or nuisance occurring on public land or to the stormwater drainage system from any violation of this chapter where the same has caused damage, contamination or harm to the environment, public property or the stormwater drainage system.

(k) *Violations of other laws.* Any person acting in violation of this chapter also may be acting in violation of the Federal Clean Water Act or the State

California Porter-Cologne Act and other laws and also may be subject to sanctions including civil liability. Accordingly, the Enforcing Attorney is authorized to file a citizen suit pursuant to Federal Clean Water Act ~~§~~ Section 505(a), seeking penalties, damages, and orders compelling compliance, and other appropriate relief. The Enforcing Attorney or City Manager may notify the EPA, California State Water Resources Control Board, California Regional Water Quality Control Boards, or any appropriate federal, state or local agency, of any alleged violation of this chapter.

(l) *Consecutive violations.* Each day in which a violation occurs and each separate failure to comply with either a separate provision of this chapter, an administrative citation, administrative compliance order, or cease and desist order, shall constitute a separate violation of this chapter punishable by fines or sentences issued in accordance herewith.

(M) *Plan integration.* The Enforcement Response Plan is hereby incorporated by reference into this chapter and made enforceable at the City’s discretion thereby. All remedies and legal authority referenced in the Enforcement Response Plan may be exercised by the City, notwithstanding that such remedies and/or legal authority are not specifically listed within this Code.

~~(m)~~ *Non-exclusive remedies.* Each and every remedy available for the enforcement of this chapter shall be non-exclusive and it is within the discretion of the Authorized Inspector or Enforcing Attorney to seek cumulative remedies, except that multiple monetary fines or penalties shall not be available for any single violation of this chapter. The remedies available to the City pursuant to the provisions of this chapter shall not limit the right of the City to seek any other remedy that may be available by law.

***Section 4.14.070 (“Miscellaneous”) of Chapter 4.14 (“Water Quality”) of Title 4 (“Health and Sanitation”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining and deletions shown with ~~strike-through~~):***

**Sec. 4.14.070. - Miscellaneous.**

- (a) *Interagency cooperation.* The City intends to cooperate with other agencies with jurisdiction over stormwater discharges to ensure that the regulatory purposes underlying stormwater regulations promulgated pursuant to the Federal Clean Water Act (~~33 USC § 1251 et seq.~~) are met. The City Manager may, where necessary or advantageous to ensure compliance with the Permit(s) or State General Permit(s), negotiate interagency agreements with the California Department of Transportation, governmental entities, tribal entities, and other persons, to control stormwater pollution or discharges to the stormwater drainage system.
- (b) *Delegation.* The City may delegate to, or enter into an agreement with, one or more public agencies and/or private enterprises to implement, administer, and/or enforce any of the provisions of this chapter on behalf of the City.
- (c) *Compliance disclaimer.* Full compliance by any person or entity with the provisions of this chapter shall not preclude the need to comply with any other local, state or federal statutory or regulatory requirements, including but not limited to those which may be required for the control of the discharge of pollutants into stormwater and/or the protection of stormwater quality.
- (d) *Judicial review.* The provisions of § California Code of Civil Procedure sections 1094.5 and ~~§ 1094.6 of the State Code of Civil Procedure~~ set forth the procedure for judicial review of any act taken pursuant to this chapter. Parties seeking judicial review of any action taken pursuant to this chapter shall file such action within 90 days of the occurrence of the event for which review is sought.

**8.1**

**FISCAL YEARS 2019-21 BUDGET AND WORK  
PLAN & FISCAL YEARS 2019-30 CAPITAL  
IMPROVEMENT PROGRAM DEVELOPMENT**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** March 20, 2019 Regular Meeting

**SUBJECT:** Fiscal Years 2019-21 Budget and Work Plan & Fiscal Years 2019-30 Capital Improvement Program Development

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### Recommendation

Discuss and provide direction to staff.

### Discussion

Today's meeting is one of several opportunities for the City Council to receive public input and provide direction to staff on the development of the Fiscal Years 2019-21 Budget and Work Plan (July 1, 2019 through June 30, 2021) & Fiscal Years 2019-30 Capital Improvement Program (July 1, 2019 through June 30, 2030).

| <b>Fiscal Years 2019-21 Budget and Work Plan &amp; Fiscal Years 2019-30<br/>Capital Improvement Program Meeting Schedule</b><br>(tentative and subject to change) |  |
|---|--|
| Wednesday, March 20, 2019 at 2 p.m.   | – <i>kick-off workshop,<br/>discussion and development</i> |
| Wednesday, April 24, 2019 at 2 p.m.   | – <i>discussion and development</i>                        |
| Wednesday, May 15, 2019 at 2 p.m.   | – <i>discussion and development</i>                        |
| Wednesday, June 19, 2019 at 2 p.m.  | – <i>discussion and development</i>                        |
| Wednesday, June 26, 2019 at 2 p.m.  | – <i>consideration of adoption</i>                         |

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