

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, February 19, 2025
2:00 p.m.

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

Shari L. Horne
Mayor

Annie McCary
Mayor Pro Tem

Cynthia Conners
Councilmember



Pearl Lee
Councilmember

Carol Moore
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

This meeting may be recorded, televised, and made publicly available.

Public Comments/Testimony: The City accepts public comments/testimony in-person and in writing. For more information, please refer to page three of this agenda.

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

REGULAR MEETING SCHEDULE

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

AGENDA POSTING AND AVAILABILITY

Regular and Adjourned Regular Meetings: Pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act, the City of Laguna Woods posts agendas at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City’s website (www.cityoflagunawoods.org); and, at other locations designated by Resolution No. 24-08, at least 72 hours in advance of regular and adjourned regular meetings. Agendas and agenda materials are available at Laguna Woods City Hall during normal business hours and on the City’s website. Printed copies of agendas and agenda materials are provided at no charge in advance of meetings. After meetings have occurred, a per page fee is charged for printed copies.

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

AGENDA DISTRIBUTION LISTS

Electronic Distribution: The City of Laguna Woods provides notification of agenda posting and availability via email. To sign up for email notifications, please visit www.cityoflagunawoods.org/email-notifications, email cityhall@cityoflagunawoods.org, or contact the City Clerk’s Office at (949) 639-0500/TTY (949) 639-0535. Please note that the City is not responsible for, and makes no guaranties or warranties related to, the transmission or receipt of email notifications.

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FOR ADDITIONAL INFORMATION

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

AFFIDAVIT OF POSTING

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

I, Yolie Trippy, City Clerk, City of Laguna Woods, hereby certify under penalty of perjury that this agenda was posted at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City’s website (www.cityoflagunawoods.org); and, at other locations designated by Resolution No. 24-08, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.

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

2/14/25
Date

OPTIONS FOR PUBLIC COMMENTS/TESTIMONY

1. In Person

Members of the public wishing to address the City Council on items appearing on this agenda are advised to indicate their interest in doing so by submitting a speaker card to City staff or proceeding to the podium, one-by-one, at the time an item is considered.

Members of the public wishing to address the City Council on items *not* appearing on this agenda may do so during Item V.

Each speaker will have the opportunity to speak for up to three minutes once per agenda item, unless otherwise allowed by the City Council.

Speakers are requested, but not required, to identify themselves, either on speaker cards or in comments/testimony. Speakers are advised that their names and any information submitted on speaker cards or otherwise provided in writing to the City may be disclosed or become a matter of public record. No speaker should expect privacy of such information.

2. In Writing

Written public comments/testimony may be delivered to Laguna Woods City Hall (24264 El Toro Road, Laguna Woods, CA 92637) or sent via email (cityhall@cityoflagunawoods.org) provided that they are received by the City prior to 2:00 p.m. on the day of this meeting.

Written public comments/testimony will be provided to the City Council and included in the City Clerk's written record of this meeting.

Parties submitting written public comments/testimony are requested, but not required, to identify themselves. Parties are advised that their names, email addresses, and any information submitted in writing to the City may be disclosed or become a matter of public record. No party should expect privacy of such information.

REMOTE VIEWING AND/OR LISTENING

1. Zoom (on a computer)

The City plans to live stream this meeting on Zoom (audio and/or video). ***Please note that public comments/testimony will not be accepted via Zoom.***

- Visit www.zoom.us
- Click on "Join"
- Enter the following meeting ID: 873 1726 2653
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 104459
- Enter a name and email address as required by Zoom

Please note that information you enter into Zoom may be publicly visible and/or visible to other persons. No party should expect privacy of such information.

2. Zoom (on a telephone)

The City plans to live stream this meeting on Zoom (audio and/or video). ***Please note that public comments/testimony will not be accepted via Zoom.***

- Call (669) 444-9171 or (346) 248-7799
- Follow the prompts and provide the information required by Zoom
- When prompted for a webinar ID enter: 873 1726 2653
- When prompted for a passcode enter: 104459

Please note that your telephone number and information you enter into Zoom may be publicly visible and/or visible to other persons. No party should expect privacy of such information.

3. YouTube

The City plans to live stream this meeting on YouTube (audio and/or video). ***Please note that public comments/testimony will not be accepted via YouTube.***

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

Please note that information you enter into YouTube may be publicly visible and/or visible to other persons. No party should expect privacy of such information.

4. Cable Television

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

I. CALL TO ORDER

Introductory Notes:

Members of the public wishing to address the City Council on items appearing on this agenda are advised to indicate their interest in doing so by submitting a speaker card to City staff or proceeding to the podium, one-by-one, at the time an item is considered.

Members of the public wishing to address the City Council on items *not* appearing on this agenda may do so during Item V.

Each speaker will have the opportunity to speak for up to three minutes once per agenda item, unless otherwise allowed by the City Council.

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

applicable speaker cards and in comments/testimony. Speakers are advised that their names and any information submitted on speaker cards or otherwise provided in writing to the City may be disclosed or become a matter of public record. No speaker should expect privacy of such information.

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 African American History Month – February 2025

Recommendation: Approve and present the proclamation.

4.2 OC Public Libraries, Laguna Woods Branch Report – Jolene Finn, Librarian II/Branch Manager, OC Public Libraries

Recommendation: Receive and file.

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

About Public Comments on Non-Agenda Items: This is the time and place for members of the public to address the City Council on items *not* appearing on this agenda. Pursuant to state law, the City Council is unable to take action on such items, but may ask clarifying questions of the speaker, engage in brief discussion, refer items to City staff, and/or schedule items for consideration at future meetings.

VI. CITY TREASURER’S REPORT

6.1 City Treasurer’s Report

Recommendation: Receive and file the City Treasurer’s Report for the month of January 2025.

6.2 Quarterly Financial Report

Recommendation: Receive and file the Quarterly Financial Report for the second quarter of Fiscal Year 2024-25.

VII. CONSENT CALENDAR

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

7.1 City Council Minutes

Recommendation: Approve the City Council meeting minutes for the regular meeting on January 15, 2025.

7.2 Payment Registers

Recommendation: Approve the supplement to the payment register dated January 15, 2025 in the amount of \$37,239.48 and the payment register dated February 19, 2025 in the amount of \$965,788.70.

7.3 Fiscal Years 2023-25 Budget Adjustments

Recommendation: Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, INCREASING GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE “AMERICANS WITH DISABILITIES ACT (ADA) PEDESTRIAN ACCESSIBILITY IMPROVEMENT PROJECT: PHASE 8” AND THE “WOODS END WILDERNESS PRESERVE TRAIL DRAINAGE AND IMPROVEMENT PROJECT”

7.4 Financial Management Software

Recommendation:

1. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an agreement with Tyler Technologies, Inc. for Software as a Service (“SaaS”) pertaining to the use of ERP Pro and Tyler One software.

AND

2. Approve an agreement with Tyler Technologies, Inc. for SaaS pertaining to the use of ERP Pro and Tyler One software and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

7.5 Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8

Recommendation:

1. Approve the final record plans and specifications reflecting completion of the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8” as prepared by the project engineer.

AND

2. Accept project completion of the contract agreement with Carter Enterprises Group, Inc. DBA Pavement Rehab Company for the construction of the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8” and authorize the City Manager to execute and record, or cause to be executed and recorded, a notice of completion with the County of Orange.

AND

3. Authorize the City Manager to release the contract retention payment withheld per state law, and exonerate project posted bonds, for the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8,” 35 days following recordation of the notice of completion with the County of Orange, to the extent allowed by state law.

7.6 City Centre Park Enhancement Project

Recommendation:

1. Approve the addition of the “City Centre Park Enhancement Project” to the Fiscal Years 2023-34 Capital Improvement Program.

AND

2. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, INCREASING GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE “CITY CENTRE PARK ENHANCEMENT PROJECT”

7.7 City Hall Refurbishment and Safety Project: Phase 4

Recommendation:

1. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING

JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, INCREASING GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE “CITY HALL REFURBISHMENT AND SAFETY PROJECT: PHASE 4”

AND

2. Approve the “City Hall Refurbishment and Safety Project: Phase 4 (Elevator)” specifications as prepared by the project engineer.

AND

3. Approve a notice of exemption for the “City Hall Refurbishment and Safety Project: Phase 4 (Elevator)” finding that the project is categorically exempt from the California Environmental Quality Act (CEQA) and authorize the City Manager to cause the notice of exemption to be filed pursuant to applicable law.

AND

4. Award a contract agreement to Liftech Elevator Services, Inc. for the construction of the “City Hall Refurbishment and Safety Project: Phase 4 (Elevator)”, in the amount of \$247,900, plus authorized change orders not to exceed 20% (\$49,580) of the base amount; and authorize the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney.

VIII. PUBLIC HEARINGS

- 8.1 Conditional Use Permit CUP-1505, a request by Fred Monjazebe for approval of a conditional use permit to allow for (a) the redevelopment of an existing automobile service station, (b) alcoholic beverage sales, and (c) tobacco and cigarette sales, at the

property located at 24362 El Toro Road, Laguna Woods, California 92637

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-1505 TO ALLOW FOR THE REDEVELOPMENT OF AN EXISTING AUTOMOBILE SERVICE STATION, ALCOHOLIC BEVERAGE SALES, AND TOBACCO AND CIGARETTE SALES, AT THE PROPERTY LOCATED AT 24362 EL TORO ROAD, LAGUNA WOODS, CALIFORNIA 92637, AND DETERMINING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15302 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

8.2 Conditional Use Permit CUP-2024-0001, a request by Premium Child Care, Inc. for approval of a conditional use permit to allow

for the establishment of a day care nursery use at the property located at 24442 Moulton Parkway, Laguna Woods, California 92637

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-2024-0001 TO ALLOW FOR THE ESTABLISHMENT OF A DAY CARE NURSERY USE AT THE PROPERTY LOCATED AT 24442 MOULTON PARKWAY, LAGUNA WOODS, CALIFORNIA 92637, AND DETERMINING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15301 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

8.3 Zoning Title of Laguna Woods Municipal Code

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010, 13.10.020, 13.10.030, 13.12.020, 13.12.030, 13.13.020, 13.18.050, 13.18.070, 13.25.040, 13.26.025, 13.26.150, AND 13.26.160, AND REPEALING SECTION 13.26.050, OF TITLE 13 (ZONING) OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO DEFINITIONS, PERMITTED AND PROHIBITED USES, DEVELOPMENT STANDARDS, OFF-STREET PARKING REGULATIONS, INCLUSIONARY HOUSING, CANNABIS STOREFRONT RETAILERS, ANIMAL HOSPITALS AND CLINICS, PETS AND ANIMALS, RESIDENTIAL MULTIPLE-FAMILY STANDARDS AND REQUIREMENTS, AND OTHER ZONING-RELATED MATTERS, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

IX. CITY COUNCIL BUSINESS – None

X. CITY COUNCIL REPORTS AND COMMENTS

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

10.1 Coastal Greenbelt Authority

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

10.2 Orange County Fire Authority

Mayor Horne

10.3 Orange County Library Advisory Board

Councilmember Moore; Alternate: Mayor Pro Tem McCary

10.4 Orange County Mosquito and Vector Control District

Councilmember Lee

10.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Connors; Alternate: Councilmember Lee

10.6 South Orange County Watershed Management Area

Councilmember Moore; Alternate: Mayor Pro Tem McCary

10.7 Liaisons to Laguna Woods Community Bridge Builders

Mayor Horne and Mayor Pro Tem McCary

10.8 Other Comments and Reports

- League of California Cities (Cal Cities) Community Services Policy Committee Meeting – January 24, 2025
(Mayor Pro Tem McCary)
- League of California Cities (Cal Cities) Mayors and Council Members Academy – January 29-31, 2025
(Councilmember Lee)
- Other Comments and Reports

XI. CLOSED SESSION

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

11.1 The City Council will meet in closed session under the authority of California Government Code Section 54957(b)(1) to consider the appointment of an Assistant City Attorney.

XII. CLOSED SESSION REPORT

XIII. CITY COUNCIL BUSINESS

13.1 Assistant City Attorney Appointment

Recommendation: Appoint an Assistant City Attorney to serve in the role described in Laguna Woods Municipal Code Chapter 2.12, effective immediately.

XIV. ADJOURNMENT

Next Regular Meeting: Wednesday, March 19, 2025 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

4.1
AFRICAN AMERICAN HISTORY MONTH –
FEBRUARY 2025

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Proclamation
City of Laguna Woods
African American History Month
February 2025

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

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

WHEREAS, African American History Month is a time for all Americans to remember the stories and teachings of African Americans who have helped to combat prejudice, further the cause of civil rights, and build, serve, and enrich our nation; and

WHEREAS, the Laguna Woods African American Heritage Club provides residents with opportunities to celebrate and recognize African American culture through social, educational, and historical events unique to African American life; 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 February 2025 as “African American History Month” in the City of Laguna Woods and encourages reflection on the contributions that African Americans have made and continue to make, both locally and throughout our nation.

Dated this 19th day of February, 2025

Shari L. Horne
Mayor

Attest: Yolie Trippy
City Clerk

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4.2

**OC PUBLIC LIBRARIES, LAGUNA WOODS
BRANCH REPORT – JOLENE FINN, LIBRARIAN
II/BRANCH MANAGER, OC PUBLIC LIBRARIES
(NO REPORT)**

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6.1
CITY TREASURER'S REPORT

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City Treasurer's Report Monthly Financial Snapshot

Financial Assets IN THE BANK as of January 31, 2025

BY FUND

General Fund (Operating) \$7,630,491

General Fund (Reserves) \$3,753,700

The General Fund is the City of Laguna Woods' primary operating fund and is used to account for the proceeds of revenue sources that are not legally restricted or committed to expenditures for specified purposes. Reserves for paid leave, self-insurance, and general contingencies are also included in the General Fund.

Special Revenue Funds \$3,197,591

These funds are used to account for the proceeds of revenue sources that are legally restricted or committed to expenditures for specified purposes. Most of these funds are legally restricted for public street purposes.

Total (All Funds) \$14,583,402

BY INVESTMENT TYPE

Cash and Cash Equivalents \$795,385
5.45% of portfolio

Pooled Money Investment Accounts \$7,632,264
52.34% of portfolio

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

Investments - Earning \$6,155,753
42.21% of portfolio

This includes certificates of deposit.

Total (All Funds) \$14,583,402

Financial Assets HELD IN TRUST FUNDS as of January 31, 2025

California Employers' Pension Prefunding Trust Fund (CEPPT) \$284,605

• **New Contributions \$0**

• **Gain/(Loss) from Month Prior \$4,811**

The CEPPT is used to prefund employee pension obligations.

California Employers' Retiree Benefit Trust Fund (CERBT) \$144,852

• **New Contributions \$0**

• **Gain/(Loss) from Month Prior \$2,221**

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

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

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City of Laguna Woods

City Treasurer's Report

For the Month Ended January 31, 2025

ITEM 6.1

CASH AND INVESTMENTS

	Beginning Balances As of 12/31/24	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 1/31/25	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	\$ 647,275	\$ 2,317,531	\$ (969,175)	\$ (1,245,000)	\$ 750,631	5.15%	
Money Market Funds, Multi-Bank Securities (MBS) Account (Note 4)	\$ 14,184	\$ 15,620	\$ (15,378)	\$ -	\$ 14,426	0.10%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 21,593	\$ 21,936	\$ (15,620)	\$ -	\$ 27,908	0.19%	
Petty Cash	\$ 800	\$ -	\$ -	\$ -	\$ 800	0.01%	
Laguna Woods Civic Support Fund Checking Account	\$ 1,619	\$ -	\$ -	\$ -	\$ 1,619	0.01%	
Total Cash and Cash Equivalents	\$ 685,471	\$ 2,355,087	\$ (1,000,174)	\$ (1,245,000)	\$ 795,384	5.45%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF - fair value) (Notes 2 and 3)	\$ 5,348,874	\$ 15,037	\$ -	\$ 1,000,000	\$ 6,363,911	43.64%	
Orange County Investment Pool (OCIP - fair value) (Notes 2 and 3)	\$ 1,222,708	\$ 46,030	\$ (385)	\$ -	\$ 1,268,353	8.70%	
Total Pooled Money Investment Accounts	\$ 6,571,582	\$ 61,067	\$ (385)	\$ 1,000,000	\$ 7,632,264	52.34%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit - non-negotiable (fair value) (Note 2)	\$ 5,936,008	\$ -	\$ -	\$ 219,746	\$ 6,155,753	42.21%	
Total Investments - Interest and Income Bearing	\$ 5,936,008	\$ -	\$ -	\$ 219,746	\$ 6,155,753	42.21%	90.00%
TOTAL	\$ 13,193,060	\$ 2,416,154	\$ (1,000,558)	\$ (25,254)	\$ 14,583,402	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (2,446,961)	\$ 3,197,591	\$ 750,631
Money Market Funds, MBS Account	\$ 14,426	\$ -	\$ 14,426
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 27,908	\$ -	\$ 27,908
Petty Cash	\$ 800	\$ -	\$ 800
LAIF	\$ 6,363,911	\$ -	\$ 6,363,911
OCIP	\$ 1,268,353	\$ -	\$ 1,268,353
Certificates of Deposit	\$ 6,155,753	\$ -	\$ 6,155,753
Laguna Woods Civic Support Fund Checking Account	\$ -	\$ 1,619	\$ 1,619
Totals	\$ 11,384,191	\$ 3,199,211	\$ 14,583,402

(See NOTES on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
For the Month Ended January 31, 2025

CASH AND INVESTMENTS

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 4)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)														
75472RBB6	2020-1	RAYMOND JAMES BK NATL ASSN	60 months	02/06/20	02/14/20	245,000	244,713	245,000	1.750	Semi-Annual	08/14/20	Green***	1.750	02/14/25
219873AB2	2024-3	CORPORATE AMERICA FAMILY CR UN	12 months	03/14/24	03/27/24	245,000	245,272	245,000	5.250	Monthly	04/27/24	Green***	5.250	03/27/25
59013KGJ9	2020-2	MERRICK BANK	60 months	03/24/20	03/31/20	100,000	99,580	100,000	1.800	Monthly	05/01/20	Green***	1.800	03/31/25
14042TGG6	2022-1	CAPITAL ONE BK USA NATL ASSN	36 months	05/24/22	05/25/22	245,000	244,047	245,000	3.100	Semi-Annual	11/25/22	Green*	3.100	05/27/25
75102EAP3	2023-6	RAIZ FED CR UN	24 months	05/17/23	05/24/23	245,000	245,549	245,000	5.050	Monthly	06/24/23	Yellow**	5.050	05/27/25
37424PAG9	2023-9	GESA CR UN	24 months	07/19/23	07/31/23	245,000	246,477	245,000	5.500	Monthly	08/31/23	Green***	5.500	07/31/25
02616ACQ0	2024-5	AMERICAN FIRST CR UN	12 months	08/13/24	08/20/24	245,000	245,127	245,000	4.450	Monthly	09/20/24	Green***	4.450	08/20/25
68584JBB4	2024-6	OREGON COMMUNITY CR UN	12 months	08/13/24	08/21/24	245,000	245,130	245,000	4.450	Monthly	09/21/24	Green***	4.450	08/21/25
130162BJ8	2023-12	CALIFORNIA CR UN	24 months	12/06/23	12/15/23	245,000	246,820	245,000	5.150	Semi-Annual	06/15/24	Green***	5.150	12/15/25
00782JAD4	2023-13	ADVIA CR UN	24 months	12/22/23	12/29/23	245,000	246,144	245,000	4.800	Semi-Annual	06/29/24	Green***	4.800	12/29/25
59524LAA4	2023-1	MID CAROLINA CR UN	36 months	03/07/23	03/13/23	200,000	201,588	200,000	4.850	Monthly	04/13/23	Green***	4.850	03/13/26
23204HNV6	2023-4	CUSTOMERS BK	36 months	03/30/23	03/31/23	245,000	246,975	245,000	5.000	Semi-Annual	09/30/23	Green**	5.000	03/31/26
87868YAQ6	2023-7	TECHNOLOGY CR UN	36 months	05/19/23	05/30/23	245,000	247,325	245,000	5.000	Monthly	07/01/23	Green***	5.000	05/29/26
32022RRG4	2022-4	1ST FINL BK USA	48 months	06/15/22	06/24/22	245,000	241,269	245,000	3.150	Monthly	07/24/22	Green*	3.150	06/24/26
2546733P9	2023-5	DISCOVER BK	48 months	03/30/23	04/05/23	245,000	247,504	245,000	4.800	Semi-Annual	10/05/23	Green***	4.800	04/05/27
50625LBN2	2022-3	LAFAYETTE FED CR	60 months	05/24/22	06/15/22	245,000	239,321	245,000	3.250	Monthly	07/15/22	Green***	3.250	06/15/27
33715LFS4	2024-7	FIRST TECHNOLOGY FED CR UN	36 months	08/13/24	08/21/24	245,000	244,040	245,000	4.100	Monthly	09/21/24	Green***	4.100	08/21/27
14042RUX7	2022-5	CAPITAL ONE NATL ASSN	60 months	10/06/22	10/13/22	245,000	246,465	245,000	4.500	Semi-Annual	04/13/23	Green*	4.500	10/13/27
22282XAB6	2024-1	COVANTAGE CR UN	48 months	01/12/24	01/24/24	245,000	243,760	245,000	4.050	Quarterly	04/24/24	Green***	4.050	01/24/28
90355GCE4	2023-2	UBS BANK USA	60 months	03/07/23	03/08/23	200,000	202,112	200,000	4.600	Monthly	04/08/23	Green*	4.600	03/08/28
89854LAD5	2023-8	TTCU FED CR UN	60 months	07/19/23	07/26/23	245,000	250,998	245,000	5.000	Monthly	08/26/23	Green***	5.000	07/26/28
01882MAH5	2023-10	ALLIANT CR UN	60 months	11/07/23	11/15/23	245,000	254,423	245,000	5.350	Monthly	12/15/23	Green***	5.350	11/15/28
61690DMB1	2024-2	MORGAN STANLEY BANK NA	60 months	03/14/24	03/18/24	245,000	245,419	245,000	4.300	Semi-Annual	09/13/24	Green***	4.300	03/13/29
89235MPP0	2024-4	TOYOTA FINL SVGS BK	60 months	06/04/24	06/13/24	245,000	248,795	245,000	4.650	Semi-Annual	12/13/24	Green*	4.650	06/13/29
52171MAN5	2024-8	LEADERS CR UN	60 months	08/13/24	08/30/24	245,000	242,477	245,000	4.000	Monthly	09/30/24	Green***	4.000	08/30/29
02589AGD8	2025-1	AMERICAN EXPRESS NATL BK	60 months	01/23/25	01/29/25	245,000	244,424	245,000	4.200	Semi-Annual	07/29/25	Green***	4.200	01/29/30
Accrued Interest - Month End													27,908	
Total CDs						6,135,000	6,183,662	6,135,000						

(*) CDs are ranked using the Veribanc Rating System, a two-part color code and star classification system which tests the present standing and future outlook by reviewing an institution's capital strength, asset quality, management ability, earnings sufficiency, liquidity, and sensitivity to market risk. The table below summarizes the Veribanc color rankings. Veribanc star ratings of one to three, with three being best, are used to help review a possible future trend of an institutions health based on metrics from ten prior quarters. A rating of one, two, or three, are not necessarily an indicator of risk or an undesirable investment. The City reviews other rating systems and issuer financials before choosing any investment.

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

Government Pooled Money Investment Accounts (PMIA) (Notes 2 and 3)

N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	6,366,978	6,363,911	6,366,978	Note 3	Quarterly	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	1,316,271	1,268,353	1,316,271	Note 3	Monthly	N/A	N/A	N/A	N/A
Total PMIA						7,683,249	7,632,264	7,683,249						

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



City of Laguna Woods
City Treasurer's Report
For the Month Ended January 31, 2025

ITEM 6.1

CASH AND INVESTMENTS

	Beginning Balances As of 12/31/24	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 1/31/25
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (Note 2) (CERBT holds all assets and administers the OPEB Trust)	\$ 142,631	\$ -	\$ (9)	\$ 2,230	\$ 144,852
Employer Pension Contributions Trust					
CalPERS California Employers' Pension Prefunding Trust (CEPPT) (Note 2) (CEPPT holds all assets and administers the Employer Pension Contributions Trust)	<u>\$ 279,794</u>	<u>\$ -</u>	<u>\$ (55)</u>	<u>\$ 4,866</u>	<u>\$ 284,605</u>
Total Other Funds - Held in Trust	<u><u>\$ 422,425</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (63)</u></u>	<u><u>\$ 7,096</u></u>	<u><u>\$ 429,457</u></u>

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



City of Laguna Woods
City Treasurer's Report
For the Month Ended January 31, 2025

CASH AND INVESTMENTS

Notes:

Note 1 - Analyzed Checking Account / Monthly activity reported does not reflect January 2025 vendor invoicing processed after the date of this report.

Note 2 - During January 2025, transaction activity in pooled money investment accounts, investment accounts and fiduciary trusts included:

LAIF / The City transferred \$1,000,000 to LAIF from the checking account and made no withdrawals from the LAIF account. The balance includes an adjustment in the amount of (\$3,067.13) to reflect fair market value of the investment at June 30, 2024.

OCIP / The City made no deposits to or withdrawals from the OCIP account. The balance includes an adjustment in the amount of (\$47,917.30) to reflect fair market value of the investment at June 30, 2024.

Investments / There were no maturities of investments. The City invested \$245,000 cash balance in an American Express National Bank Certificate of Deposit for a 60-month term at 4.200% yield rate. Investments were adjusted in the amount of (\$25,254.35) to report balances at fair market value as of January 31, 2025.

OPEB Trust / The City made no contributions to or withdrawals from the OPEB Trust. The OPEB Trust experienced a net gain of \$2,221.40 in January 2025.

Employer Pension Contributions Trust / The City made no contributions to or withdrawals from the CEPPT account. The Trust experienced a net gain of \$4,810.98 in January 2025.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported in January 2025 net of related fees were:

Pool	Earnings Post	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month / Quarter Gross Yield	Current Month / Quarter Earnings Will Post	Notes
LAIF	Quarterly	\$15,037.30	October 1, 2024 thru December 31, 2024	See Notes	April 2025	Total pool interest yield for January 2025 was 4.366% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
OCIP	Monthly	\$46,030.07	September and October 2024	See Notes	April 2025	Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at January 31, 2025 was \$41,183.33. At January 31, 2025, the interest rate was 4.201% and fees were 0.040%, for a net yield of 4.161%.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$15,602.29 and transferred out \$15,378.09 in Money Market Funds balances to the City's checking account in January 2025. Money Market Funds to be invested or paid out are classified separately on page 1 of 4. The Money Market Funds 30-day yield at January 31, 2025 was 3.44%. The City's portfolio also has \$27,908.35 in accrued interest, not yet vested.

City Treasurer's Certification

I, Elizabeth Torres, City Treasurer, do hereby certify:

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

Digitally signed by
 Elizabeth Torres
 Date: 2025.02.13
 17:53:09 -08'00'

Elizabeth Torres, City Treasurer

6.2 **QUARTERLY FINANCIAL REPORT**

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City of Laguna Woods
Fiscal Year 2024-25 Second Quarter Financial Report
Quarter Ended December 31, 2024
(50% of Year Elapsed)

As required by Administrative Policy 2.9, "the Administrative Services Director/City Treasurer shall prepare and submit a quarterly budget report to the City Council within 60 days of the end of each quarter. The report shall include actual year-to-date revenue projections or anticipated expenditures by fund; information regarding any change in revenue projections or anticipated expenditures that is likely to impact the ability to carry out budgeted activities; and, notification of all expenditures made from the Paid Leave Contingency Fund and Self-Insurance Contingency Fund during the subject quarter."

General Fund				
	Amended Budget	YTD Actual @ 12/31/24	Actual % of Budget	Variance Explanation
Revenues:				
Property Tax	\$ 3,405,200	\$ 174,779	5%	Note 1
Property Transfer Tax	114,900	58,538	51%	
Sales Tax	1,233,000	468,031	38%	Note 2
Franchise Fees	753,100	116,066	15%	Note 3
Transient Occupancy Tax	620,000	266,182	43%	
Cannabis Business Tax	-	378,789	0%	
Development Processing Fees	827,400	390,367	47%	
Interest	340,000	227,655	67%	
Miscellaneous	213,800	104,806	49%	
Total Revenues	7,507,400	2,185,213	29%	
Expenditures:				
City Council	19,157	13,117	68%	
General Government	1,378,727	768,168	56%	
Administrative Services	532,395	274,980	52%	
Engineering & Infrastructure Services	382,855	157,847	41%	
Planning & Environmental Services	1,807,672	788,266	44%	
Public Safety Services	3,400,489	1,602,346	47%	
Information Technology & Cyber Security	24,101	1,853	8%	
Total Expenditures	7,545,396	3,606,577	48%	
Transfers to Other Funds	740,946	740,946	100%	
Net Change in Fund Balance	(778,942)	(2,162,310)		
Beginning Fund Balance	10,544,508	10,544,508		
Ending Fund Balance	\$ 9,765,566	\$ 8,382,198		

Fund Balance Detail:	June 30, 2024	June 30, 2025	
Nonspendable - Prepaid Items	\$ 22,210	\$ -	
Restricted			
Employee Benefits	169,211	169,211	
SMIP 5%	2,739	2,739	
SB1473 10%	1,630	1,630	
Committed			
Waste Diversion	58,333	58,333	
Assigned			
Paid Leave Contingency	136,394	136,394	No change during quarter
Self Insurance Contingency	50,000	50,000	No change during quarter
General Fund Contingency	3,481,406	3,567,306	Equals 50% of budgeted revenues (Three contingency accounts combined)
Unassigned	6,622,585	4,396,585	
Total	\$ 10,544,508	\$ 8,382,198	



City of Laguna Woods
Fiscal Year 2024-25 Second Quarter Financial Report
Quarter Ended December 31, 2024
(50% of Year Elapsed)

Other Funds				
	Amended Budget	YTD Actual @ 12/31/24	Actual % of Budget	Variance Explanation
<u>Fuel Tax</u>				
Revenues	\$ 503,700	\$ 238,611	47%	
Expenditures	435,518	136,582	31%	
Net Change	68,182	102,029		
Beginning Fund Balance	572,737	572,737		
Ending Fund Balance	<u>\$ 640,919</u>	<u>\$ 674,766</u>		
<u>Road Maintenance & Rehabilitation Program</u>				
Revenues	\$ 465,600	\$ 170,783	37%	Note 14
Expenditures	64,000	29,409	46%	
Net Change	401,600	141,374		
Beginning Fund Balance	913,098	913,098		
Ending Fund Balance	<u>\$ 1,314,698</u>	<u>\$ 1,054,472</u>		
<u>Measure M2 (OC Go)</u>				
Revenues	\$ 348,600	\$ 105,669	30%	Note 4
Expenditures	290,700	80,238	28%	
Net Change	57,900	25,431		
Beginning Fund Balance	296,758	296,758		
Ending Fund Balance	<u>\$ 354,658</u>	<u>\$ 322,189</u>		
<u>Service Authority for Abandoned Vehicles (SAAV)</u>				
Revenues	\$ -	\$ 428	-	
Expenditures	-	-	-	
Net Change	-	428		
Beginning Fund Balance	40,273	40,273		
Ending Fund Balance	<u>\$ 40,273</u>	<u>\$ 40,701</u>		
<u>Supplemental Law Enforcement Services Act (SLESA)</u>				
Revenues	\$ 169,600	\$ 179,531	106%	
Expenditures	176,100	88,050	50%	
Net Change	(6,500)	91,481		
Beginning Fund Balance	34,494	34,494		
Ending Fund Balance	<u>\$ 27,994</u>	<u>\$ 125,975</u>		
<u>Mobile Source Reduction</u>				
Revenues	\$ 22,000	\$ 14,080	64%	
Expenditures	-	-	-	
Net Change	22,000	14,080		
Beginning Fund Balance	259,431	259,431		
Ending Fund Balance	<u>\$ 281,431</u>	<u>\$ 273,511</u>		



City of Laguna Woods
Fiscal Year 2024-25 Second Quarter Financial Report
Quarter Ended December 31, 2024
(50% of Year Elapsed)

	Amended Budget	YTD Actual @ 12/31/24	Actual % of Budget	Variance Explanation
<u>PEG/Cable Television</u>				
Revenues	\$ 18,800	\$ 1,525	8%	Note 5
Expenditures	15,000	-	0%	
Net Change	3,800	1,525		
Beginning Fund Balance	68,405	68,405		
Ending Fund Balance	<u>\$ 72,205</u>	<u>\$ 69,930</u>		
<u>Senior Mobility</u>				
Revenues	\$ 145,700	\$ 34,616	24%	Note 4
Expenditures	507,000	331,925	65%	Note 6
Transfer In from General Fund	280,000	280,000	100%	
Net Change	(81,300)	(17,309)		
Beginning Fund Balance	188,241	188,241		
Ending Fund Balance	<u>\$ 106,941</u>	<u>\$ 170,932</u>		
<u>Community Development Block Grant (CDBG)</u>				
Revenues	\$ 150,000	\$ -	0%	Note 7
Expenditures	150,000	27,487	18%	Note 8
Net Change	-	(27,487)		
Beginning Fund Balance	-	-		
Ending Fund Balance	<u>\$ -</u>	<u>\$ (27,487)</u>		
<u>Federal Grants Programs Fund</u>				
Revenues	\$ 782,869	\$ -	0%	Note 9
Expenditures	901,257	267,008	30%	Note 10
Net Change	(118,388)	(267,008)		
Beginning Fund Balance	-	-		
Ending Fund Balance	<u>\$ (118,388)</u>	<u>\$ (267,008)</u>		
<u>State of California Grants</u>				
Revenues	\$ 194,682	\$ 611	0.3%	Note 11
Expenditures	500,273	16,758	3%	Note 12
Net Change	(305,591)	(16,147)		
Beginning Fund Balance	(2,024)	(2,024)		
Ending Fund Balance	<u>\$ (307,615)</u>	<u>\$ (18,171)</u>		
<u>Miscellaneous Special Revenue Fund</u>				
Revenues	\$ -	\$ 40	-	
Expenditures	-	-	-	
Net Change	-	40		
Beginning Fund Balance	91	91		
Ending Fund Balance	<u>\$ 91</u>	<u>\$ 131</u>		



City of Laguna Woods
Fiscal Year 2024-25 Second Quarter Financial Report
Quarter Ended December 31, 2024
(50% of Year Elapsed)

	Amended Budget	YTD Actual @ 12/31/24	Actual % of Budget	Variance Explanation
Capital Projects				
Revenues	\$ -	\$ 12,476	-	
Expenditures	1,009,762	30,881	3%	Note 13
Transfer In from General Fund	460,946	460,946	100%	
Net Change	(548,816)	442,541		
Beginning Fund Balance	1,018,623	1,018,623		
Ending Fund Balance	<u>\$ 469,807</u>	<u>\$ 1,461,164</u>		

Capital Projects Expenditure Detail:				
CIP - Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Ph 8	\$ 1,000	\$ 1,000	100%	
CIP - Woods End Wilderness Trail Drainage and Improvement Project	21,279	21,279	100%	
CIP - Paseo De Valencia-Moulton Parkway Confluence Bypass Corridor Project	109,946	-	0%	
City Hall Refurb Safety: Ph 4	554,317	1,676	0.3%	Note 13
City Hall Refurb Safety: Ph 5	49,970	-	0%	
CIP - Ridge Route Drive Drainage Repair Project	273,250	6,926	3%	Note 13
	<u>\$ 1,009,762</u>	<u>\$ 30,881</u>	3%	

Notes:

1. The first substantial payment from property tax was received in January
2. Represents July through October revenue; November and December revenue was received in January and February, respectively
3. Represents 1st quarter solid waste and cable television franchise fees; 2nd quarter solid waste and cable television franchise fees were received in January and February, respectively
4. Represents July through October Measure M2 revenue and 1st quarter interest allocation; November and December Measure M2 revenue was received in January
5. Represents 1st quarter interest income and PEG fees; 2nd quarter revenue and PEG fees expected to be received in February
6. Expenditures are more than projected due to high demand for the Senior Mobility Program; appropriations were increased in December
7. Reimbursable grant; revenues will be received after expenditures are incurred and submitted for reimbursement
8. Pedestrian Accessibility Phase 8 project is underway and expected to be completed in the second half of the fiscal year
9. Revenues will be recognized at the end of the year after all expenditures are incurred
10. ARPA funds were fully obligated as of December 31, 2024, projects are in progress
11. Represents 1st quarter interest income. The majority of the budget are reimbursable grants, revenues will be received after expenditures are incurred and submitted for reimbursement
12. Projects are expected to begin in the second half of the fiscal year
13. Projects currently in progress
14. Represents July through November revenue; December revenue was received in January

7.0
CONSENT CALENDAR SUMMARY

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: February 19, 2025 Regular Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the February 19, 2025 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 February 19, 2025 Consent Calendar contains the following items:

- 7.1 Approval of the City Council meeting minutes for the regular meeting on January 15, 2025.
- 7.2 Approval of the supplement to the payment register dated January 15, 2025 in the amount of \$37,239.48 (Attachment A) and the payment register dated February 19, 2025 in the amount of \$965,788.70 (Attachment B). A list of payments is included in the agenda packet; detailed information about individual payments is available at or from City Hall.

- 7.3 Adoption of a resolution amending and adopting the Fiscal Years 2023-25 Budget and Work Plan for Fiscal Year 2023-24 commencing July 1, 2023 and ending June 30, 2024, and Fiscal Year 2024-25 commencing July 1, 2024 and ending June 30, 2025, increasing General Fund and Capital Projects Fund appropriations for the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8” and the “Woods End Wilderness Preserve Trail Drainage and Improvement Project.” The proposed resolution would increase appropriations for the Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8 by \$15,052 to fund unanticipated curb reconstruction work, and for the Woods End Wilderness Preserve Trail Drainage and Improvement Project by \$50,000 to complete design and perform competitive bidding.
- 7.4 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding with Tyler Technologies, Inc. for Software as a Service (“SaaS”) pertaining to the use of ERP Pro and Tyler One software. 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. Tyler Technologies provides the City’s existing permitting and financial software. While the permitting software has transitioned to a cloud-based environment, the financial software (ERP Pro) remains based on the City’s computer servers. Staff recommends that the City Council waive competitive bidding requirements for the proposed agreement in order to allow the financial software to transition to SaaS. SaaS is essentially a cloud-based approach wherein the software would be hosted by Tyler Technologies on remote computer servers. By transitioning to SaaS, the City expects to realize improved security, ease of maintenance, redundancy, and remote functionality. Tyler Technologies’ SaaS services are audited at least annually in accordance with the American Institute of Certified Public Accountants’ Statement on Standards for Attestation Engagements, and are compliant with SOC 1 and SOC 2 auditing procedures for data security.

AND

[2] Approval of an agreement with Tyler Technologies, Inc. for SaaS pertaining to the use of ERP Pro and Tyler One software and authorization for the Mayor to execute the agreement, subject to approval as to form by

the City Attorney. The proposed agreement is for an initial one-year term with automatic one-year renewals unless terminated as provided.

- 7.5 [1] Approval of the final record plans and specifications reflecting completion of the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8” as prepared by the project engineer (available at or from City Hall).

AND

[2] Acceptance of project completion of the contract agreement with Carter Enterprises Group, Inc. DBA Pavement Rehab Company for the construction of the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8” and authorization for the City Manager to execute and record, or cause to be executed and recorded, a notice of completion with the County of Orange.

AND

[3] Authorization for the City Manager to release the contract retention payment withheld per state law, and exonerate project posted bonds, for the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8,” 35 days following recordation of the notice of completion with the County of Orange, to the extent allowed by state law.

The Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8 is included in the Fiscal Years 2023-34 Capital Improvement Program. The City Council awarded the construction contract agreement to Carter Enterprises Group, Inc. DBA Pavement Rehab Company on November 20, 2024. Construction is now complete.

- 7.6 [1] Approval of the addition of the “City Centre Park Enhancement Project” to the Fiscal Years 2023-34 Capital Improvement Program. California Senate Bill 475 (Min, Chapter 287, Statutes of 2023) authorizes the City to use a portion of City Centre Park as a fire station and for public safety purposes, subject to the reinvestment of \$212,000 in capital improvements in the remaining City Centre Park. On September 18, 2024, the City Council approved a conceptual plan for those capital improvements. The proposed addition of the City Centre Park Enhancement Project to the Fiscal Years

2023-34 Capital Improvement Program would allow staff to complete design and perform competitive bidding to construct those capital improvements.

AND

[2] Adoption of a resolution amending and adopting the Fiscal Years 2023-25 Budget and Work Plan for Fiscal Year 2023-24 commencing July 1, 2023 and ending June 30, 2024, and Fiscal Year 2024-25 commencing July 1, 2024 and ending June 30, 2025, increasing General Fund and Capital Projects Fund appropriations for the “City Centre Park Enhancement Project.” The proposed resolution would establish a preliminary budget in the amount of \$125,000 for the City Centre Park Enhancement Project. Staff anticipates that the Orange County Fire Authority will reimburse the City for costs associated with the City Centre Park Enhancement Project, subject to negotiation of the same in a lease agreement for use of a portion of City Centre Park as a fire station. Time is of the essence in completing design due to Senate Bill 475’s deadline of January 1, 2026 to remove the fire station portion of City Centre Park from public recreation use.

(The values in the proposed resolution for Item 7.6 assume approval of staff’s recommendation for Item 7.3.)

- 7.7 [1] Adoption of a resolution amending and adopting the Fiscal Years 2023-25 Budget and Work Plan for Fiscal Year 2023-24 commencing July 1, 2023 and ending June 30, 2024, and Fiscal Year 2024-25 commencing July 1, 2024 and ending June 30, 2025, increasing General Fund and Capital Projects Fund appropriations for the “City Hall Refurbishment and Safety Project: Phase 4.”

AND

[2] Approval of the “City Hall Refurbishment and Safety Project: Phase 4 (Elevator)” design plans and specifications as prepared by the project engineer.

AND

[3] Approval of a notice of exemption for the “City Hall Refurbishment and Safety Project: Phase 4 (Elevator)” finding that the project is categorically

exempt from the California Environmental Quality Act (CEQA) and authorization for the City Manager to cause the notice of exemption to be filed pursuant to applicable law.

AND

[4] Award of a contract agreement to Liftech Elevator Services, Inc. for the construction of the “City Hall Refurbishment and Safety Project: Phase 4 (Elevator)”, in the amount of \$247,900, plus authorized change orders not to exceed 20% (\$49,580) of the base amount; and authorization for the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney.

An agenda report is included with additional information.

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7.1
CITY COUNCIL MINUTES

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

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
January 15, 2025
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Horne called the Regular Meeting of the City Council of the City of Laguna Woods to order at 2:03I p.m.

II. ROLL CALL

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

All councilmembers participated in-person at the meeting location.

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

All staff participated in-person at the meeting location.

III. PLEDGE OF ALLEGIANCE

Mayor Pro Tem McCary led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

Councilmember Moore called for a moment of silence for the fire victims in Los Angeles County.

A moment of silence was observed.

4.1 International Holocaust Remembrance Day – January 27, 2025

Mayor Horne called for a moment of silence.

A moment of silence was observed.

Councilmembers made comments.

At Mayor Horne’s request, Mike Summers, Division Chief, Orange County Fire Authority, provided an update on the recent fires in Los Angeles County, including assistance provided by

the Orange County Fire Authority.

Councilmembers briefly commented on the update.

Division Chief Summers briefly responded to questions from councilmembers.

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Mike Raugh, resident, commented on City Council decorum and former Mayor Hatch's apology to Vicki Johnson. He requested that previous meeting minutes be revised to include the text of former Mayor Hatch's apology.

Vicki Johnson, resident, commented on the Orange County Power Authority and thanked fire fighters for their efforts responding to recent fires.

Kate Van Camp, resident, commented on the City's emergency preparedness.

Councilmembers briefly responded to Ms. Van Camp's comments.

Morgan Goldstein, District Representative, Supervisor Katrina Foley's Office, commented on Supervisor Foley's recent activities and accomplishments.

Pat Micone, resident, commented on the readiness of fire hydrants in the event of a fire.

Mike Raugh, resident, thanked fire fighters for their efforts responding to recent fires and commented on the dangers of using fire hoses.

Division Chief Summers briefly responded to Mr. Raugh's comments.

VI. CITY TREASURER'S REPORT

6.1 City Treasurer Report

City Manager Macon made a presentation.

Councilmember Connors left the meeting at 2:45 p.m. and rejoined the meeting at 2:46 p.m.

Moved by Councilmember Moore, seconded by Mayor Pro Tem McCary, and carried unanimously on a 5-0 vote, to receive and file the City Treasurer's Report for the month of December 2024.

VII. CONSENT CALENDAR

Moved by Councilmember Moore, seconded by Mayor Pro Tem McCary, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 7.1-7.3.

7.1 City Council Minutes

Approved the City Council meeting minutes for the adjourned regular meeting on December 11, 2024 and the regular meeting on December 18, 2024.

7.2 Payment Register

Approved the payment register dated January 15, 2025, in the amount of \$990,360.77.

7.3 Fiscal Years 2023-25 Budget Adjustments

Adopted a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30 2025, INCREASING GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE “EL TORO ROAD AND MOULTON PARKWAY WATER TREATMENT PROJECT” AND THE “CIRCULATION IMPROVEMENT PROJECT – FISCAL YEAR 2024-25”

VIII. PUBLIC HEARINGS – None

IX. CITY COUNCIL BUSINESS

9.1 Administrative Policies

City Manager Macon made a presentation.

Vicki Johnson, resident, expressed concern with the City’s investments in the California Employers’ Pension Prefunding Trust (CEPPT).

City Manager Macon briefly responded to Ms. Johnson’s comments.

Councilmembers discussed the item and staff answered related questions.

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

1. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AMENDMENTS TO

ADMINISTRATIVE POLICY 1.1 PERTAINING TO
ADMINISTRATIVE SUPPORT PROVIDED TO MEMBERS OF THE
CITY COUNCIL

AND

2. Adopt a resolution titled:

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

9.2 Fiscal Years 2023-34 Capital Improvement Program

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

An unidentified member of the public asked questions regarding the need for a public works storage facility and indicated he would raise the matter with the Golden Rain Foundation of Laguna Woods' Revenue Committee.

Councilmember Moore asked for information regarding what the City could do to harden City Hall against the threat of wildfires.

City Manager Macon stated that he would follow up on Councilmember Moore's request.

9.3 Southern California Association of Governments 2025 General Assembly Delegate

Mayor Horne introduced the item.

Councilmembers discussed the item.

Moved by Councilmember Conners, seconded by Mayor Pro Tem McCary, and carried unanimously on a 5-0 vote, to appoint Councilmember Moore to serve as the delegate at the Southern California Association of Governments' 2025 General Assembly.

X. CITY COUNCIL REPORTS AND COMMENTS

10.1 Coastal Greenbelt Authority

Mayor Pro Tem McCary provided a report.

10.2 Orange County Fire Authority

Mayor Horne provided a report and indicated that Division Chief Summers provided a

portion of the report earlier in the meeting.

10.3 Orange County Library Advisory Board

Councilmember Moore stated that the Orange County Library Advisory Board is scheduled to meet next week.

10.4 Orange County Mosquito and Vector Control District

Councilmember Lee stated that the Orange County Mosquito and Vector Control District Board of Trustees is scheduled to meet tomorrow and reported on a recent orientation meeting that she participated in.

10.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Connors provided a report and briefly responded to comments from Councilmember Moore.

10.6 South Orange County Watershed Management Area

No report.

Councilmember Moore provided a report on a recent Southern California Association of Governments Transportation Committee meeting and responded to a question from Mayor Horne.

10.7 Liaisons to Laguna Woods Community Bridge Builders

Mayor Horne provided a report.

10.8 Other Comments and Reports – None

XI. CLOSED SESSION – None

XII. CLOSED SESSION REPORT – None

XIII. ADJOURNMENT

The meeting was adjourned at 3:46 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, February 19, 2025, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: February 19, 2025

SHARI L. HORNE, Mayor

7.2 PAYMENT REGISTERS

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

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**CITY OF LAGUNA WOODS
PAYMENT REGISTER
SUPPLEMENTAL TO THE PAYMENT REGISTER DATED JANUARY 15, 2025
February 19, 2025**

This Report Covers Automatic Bank Debits Made on 12/31/2024

Debit	Date	Vendor Name	Description	Amount
		Automatic Bank Debits:		
Debit	12/31/2024	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 12/27/2024	\$ 25,059.45
Debit	12/31/2024	ADP TAX	Payroll Taxes / Pay Period Ended 12/27/2024	12,180.03
Total Bank Debits:				\$ 37,239.48

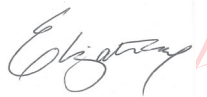
NOTES:

Note 1 - The automatic bank debits included on this payment register were inadvertently omitted from the payment register dated January 15, 2025, which was approved by the City Council on January 15, 2025.

Administrative Services Director/City Treasurer's Certification

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

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

 Digitally signed by
Elizabeth Torres
Date: 2025.02.13
18:05:52 -08'00'

Elizabeth Torres, Administrative Services Director/City Treasurer

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CITY OF LAGUNA WOODS

PAYMENT REGISTER

February 19, 2025

ITEM 7.2 - Attachment B

This Report Covers the Period 01/01/2025 through 01/31/2025

Date	Vendor Name	Description	Amount	
Debit	Automatic Bank Debits:			
01/02/2025	GLOBAL PAYMENTS / OPEN EDGE	Credit Card Processing Fees / December 2024	1,255.77	
01/02/2025	AUTHORIZE.NET	Online Credit Card Processing Fees / December 2024	12.00	
01/03/2025	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 12/27/2024	3,050.00	
01/06/2025	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program / January 2025	711.05	
01/09/2025	NAVIA BENEFIT SOLUTIONS, INC	125 Cafeteria Plan Administration / December 2024	200.00	
01/14/2025	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 12/13/2024	3,647.81	
01/14/2025	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 12/13/2024	2,969.59	
01/10/2025	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Periods Ended 12/13/2024 & 12/27/2024	510.60	
01/13/2025	CALPERS - HEALTH	Employee Benefit Program / January 2025	13,773.22	
01/15/2025	ADP TAX	Payroll Taxes / Pay Period Ended 01/10/2025	11,143.55	
01/15/2025	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 01/10/2025	24,049.31	
01/17/2025	COUNTY OF ORANGE - SHERIFF	Law Enforcement Services / January 2025	281,143.47	
01/17/2025	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 01/10/2025	1,800.00	
01/23/2025	NAVIA BENEFIT SOLUTIONS	Employee Benefit Program / January 2025	200.86	
01/28/2025	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 12/27/2024	3,610.30	
01/28/2025	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 12/27/2024	2,969.59	
01/29/2025	ADP TAX	Payroll Taxes / Pay Period Ended 01/24/2025	11,756.08	
01/29/2025	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 01/24/2025	25,998.66	
01/30/2025	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 01/24/2025	1,800.00	
Check Number	Checks:			
8111	01/10/2025	ABOUND FOOD CARE	Edible Food Recovery Services / December 2024	392.33
8112	01/10/2025	ADP PAYROLL SERVICES	Time & Attendance Module / November 2024	79.50
8113	01/10/2025	AIRESPRING INC	City Hall Internet Service / January 2025	596.33
8114	01/10/2025	ALISO CREEK MINUTEMAN PRESS	Printing Services	118.53
8115	01/10/2025	ALLIANCE BUILDING MAINTENANCE, LLC	Janitorial Services / November - December 2024	5,732.00
8116	01/10/2025	AT&T	Telephone / 458-3487 / December 2024	63.81
8117	01/10/2025	BEAR ELECTRICAL SOLUTIONS, INC.	Traffic Signal Maintenance / November 2024	7,356.00
8118	01/10/2025	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / December 2024	2,891.30
8119	01/10/2025	CALIFORNIA BUILDING STANDARDS COMMISSION	Building Permit Fee Assessment / October - December 2024	548.10
8120	01/10/2025	CHASE DESIGN, INC.	Website Design Services / December 2024	1,162.50
8121	01/10/2025	CLIFTONLARSONALLEN, LLP	Financial & Single Audit / Fiscal Year 2023-24	7,413.00
8122	01/10/2025	COUNTY OF ORANGE	Automated Fingerprint ID System / December 2024	522.00
8123	01/10/2025	COUNTY OF ORANGE	Replacement for Check #7981 Dated October 31, 2024	-
8124	01/10/2025	COUNTY OF ORANGE	Development Impact Fees (paid by applicant)	4,360.10
8125	01/10/2025	DEPARTMENT OF CONSERVATION	Strong Motion Instrumentation & Seismic Hazard Mapping Fee / October - December 2024	859.57
8126	01/10/2025	DIVISION OF THE STATE ARCHITECT	Disability Access & Education Fee / October - December 2024	36.00
8127	01/10/2025	EPIC IO TECHNOLOGIES, INC.	City Hall Internet Service / January 2025	201.45
8128	01/10/2025	EVERON, LLC	Fire Monitoring / January - March 2025	285.14
8129	01/10/2025	FORVIS, LLP	Street Report / Fiscal Year 2023-24	682.00
8130	01/10/2025	GOVERNMENT FINANCE OFFICERS	ACFR Award Program Application / Fiscal Year 2023-24	460.00
8131	01/10/2025	LSA ASSOCIATES, INC.	Planning Services / November 2024	518.75

CITY OF LAGUNA WOODS
PAYMENT REGISTER
February 19, 2025

ITEM 7.2 - Attachment B

This Report Covers the Period 01/01/2025 through 01/31/2025

Date	Vendor Name	Description	Amount	
8132	01/10/2025	ORKIN	City Hall Maintenance / December 2024	3,670.00
8133	01/10/2025	PARK CONSULTING GROUP, INC	Software Consulting Services / December 2024	800.00
8134	01/10/2025	RINGCENTRAL, INC.	Telephone Services / January 2025	795.50
8135	01/10/2025	SIMONSON PHOTOGRAPHY	Council Members Portraits	1,293.00
8136	01/10/2025	SMITH ARCHITECTS	City Hall Refurbishment & Safety Project: Phase 4	1,000.00
8136	01/10/2025	SMITH ARCHITECTS	City Hall Refurbishment & Safety Project: Phase 5	2,000.00
8137	01/10/2025	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / November 2024	2,871.20
8138	01/10/2025	SWEEPING CORPORATION OF AMERICA	Street Sweeping Services / December 2024	4,350.00
8139	01/10/2025	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 3)	3,416.05
8140	01/10/2025	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program / January 2025	114.05
8141	01/10/2025	WILLDAN ENGINEERING	Code Enforcement Services / November 2024	7,000.00
8142	01/17/2025	AETNA BEHAVIORAL HEALTH, LLC	Employee Benefit Program / February 2025	22.62
8143	01/17/2025	ARC DOCUMENT SOLUTIONS, LLC.	Document Printing	68.53
8144	01/17/2025	AT&T	Telephone / 581-9821 / December 2024	116.38
8145	01/17/2025	AT&T	White Pages / January 2025	4.30
8146	01/17/2025	AT&T	Telephone / 583-1105 / December 2024	31.53
8147	01/17/2025	AT&T	El Toro Road & Moulton Parkway Water Quality Treatment Project	51,365.98
8148	01/17/2025	CAPTIONING UNLIMITED	Closed Captioning / December 2024	200.00
8149	01/17/2025	CHASE DESIGN, INC.	Website Design Services / January 2025	900.00
8150	01/17/2025	COUNTY OF ORANGE	800MHz Communication Charges - Cost Allocation / January - March 2025	1,619.78
8151	01/17/2025	EL TORO WATER DISTRICT	Water Service / November 2024	5,683.67
8152	01/17/2025	ESTATE DESIGN AND CONSTRUCTION, INC.	City Hall Refurbishment & Safety Project: Phase 4	27,430.59
8153	01/17/2025	EXCEL PAVING	Ridge Route Drive Drainage Repair Project	144,837.00
8154	01/17/2025	FLOCK GROUP, INC	Automated License Plate Readers	24,200.00
8155	01/17/2025	GEOSYNTEC CONSULTANTS, INC	Engineering Services / December 2024	2,618.75
8156	01/17/2025	KONE INC.	City Hall Elevator Maintenance / January 2025	232.31
8157	01/17/2025	LEAGUE OF CALIFORNIA CITIES	Membership Dues / Calendar Year 2025	7,997.00
8158	01/17/2025	LSA ASSOCIATES, INC.	Planning Services / December 2024	1,021.75
8159	01/17/2025	ORANGE COUNTY REGISTER-NOTICES	Public Notices / December 2024	693.06
8160	01/17/2025	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / November 2024	13,357.30
8161	01/17/2025	RICOH USA, INC.	Ricoh Copier Lease / February 2025	246.57
8162	01/17/2025	RICOH USA, INC.	Ricoh Copier Usage / October - December 2024	1,048.97
8163	01/17/2025	SHARESQUARED, INC.	Microsoft Sharepoint Consulting / December 2024	1,017.50
8164	01/17/2025	SOUTHERN CALIFORNIA EDISON	Electric Service / November - December 2024	7,569.23
8165	01/17/2025	SOUTHERN CALIFORNIA GAS COMPANY	Gas Service - City Hall / December 2024	123.06
8166	01/17/2025	SOUTHERN CALIFORNIA SHREDDING,	Shredding Services / December 2024	445.00
8167	01/17/2025	TOM RITCHIE	Building Permit Refund	345.85
8168	01/17/2025	UNITED STORM WATER, INC	Catch Basin Repair and Cleaning	14,757.16
8169	01/17/2025	VERIZON WIRELESS	Building iPads Data Plans / December 2024	120.03
8170	01/24/2025	BEAR ELECTRICAL SOLUTIONS, INC.	Traffic Signal Maintenance / December 2024	2,925.00
8171	01/24/2025	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / December 2024	16,173.00
8172	01/24/2025	BUREAU VERITAS NORTH AMERICA INC	Building Plan Review Services / December 2024	10,192.19
8173	01/24/2025	CALIFORNIA YELLOW CAB	Senior Mobility Program Services / December 2024	75,732.20
8174	01/24/2025	DELL MARKETING L.P.	Video & Audio Equipment	8,240.15

**CITY OF LAGUNA WOODS
PAYMENT REGISTER
February 19, 2025**

This Report Covers the Period 01/01/2025 through 01/31/2025

Date	Vendor Name	Description	Amount	
8175	01/24/2025	ESTATE DESIGN AND CONSTRUCTION, INC.	City Hall Refurbishment & Safety Project: Phase 4	26,230.17
8176	01/24/2025	HKA ELEVATOR CONSULTING, INC.	City Hall Refurbishment & Safety Project: Phase 4	1,625.00
8177	01/24/2025	INTERPRETING SERVICES INTERNATIONAL, LLC	Translation Services	344.76
8178	01/24/2025	KONE INC.	City Hall Elevator Maintenance	927.84
8179	01/24/2025	NEXXSOL CORPORATION	Computer Software License / July 2024 - June 2025	66.00
8180	01/31/2025	ADP PAYROLL SERVICES	Payroll Processing Services / December 2024	79.50
8181	01/31/2025	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / November - December 2024 & January 2025	29,901.00
8182	01/31/2025	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / December 2024	20,948.34
8183	01/31/2025	SAFEGUARD BUSINESS SYSTEMS	Printing Services	479.37
8184	01/31/2025	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / December 2024	3,021.34
8185	01/31/2025	STAPLES	Office & Janitorial Supplies	2,084.80
8186	01/31/2025	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program / February 2025	114.05
8187	01/31/2025	WILLDAN ENGINEERING	Code Enforcement Services / December 2024	6,440.00
			Total Bank Debits and Warrants:	\$ 965,788.70

TOTAL \$ 965,788.70

NOTES:

Note 1 - City Councilmembers are eligible to receive either a salary or vehicle reimbursement allowance in the amount of \$300 per month (\$3,600 per year). Such compensation is included in the City's regular payroll (see "ADP Payroll Services" under "Automatic Bank Debits"), unless waived by the Councilmember. For the month of January 2025, the following Councilmembers received compensation in the amount of \$300: Conners, Horne, Lee and McCary.

Note 2 - Petty cash is reported as cash is paid out, not when the fund is replenished. There were no petty cash transactions for this period.

Note 3 - The table below summarizes credit card expenditures paid via Check #8139 to U.S. Bank totaling \$3,416.05:

Microsoft	Office 365 Online Services	\$500.00
Microsoft	Office 365 Subscription	\$135.00
Zoom	Video Conferencing	\$31.98
Sinch Mailgun	Computer Software	\$35.00
WP Engine	Website Hosting Subscription	\$1,150.00
Cal Cities	Mayors and Council Members Academy / Lee	\$675.00
Grainger	El Toro Road & Moulton Parkway Water Quality Treatment Project	\$385.45
Best Buy	Office Appliance	\$204.71
Stater Brothers	Staff Holiday Event	\$18.31
Stamps.com	Postage	\$29.99
USPS	Postage	\$9.68
Studio Two Black Diamond	Printing Services	\$240.93
		Total Credit Card Reimbursement:
		\$3,416.05


**CITY OF LAGUNA WOODS
PAYMENT REGISTER
February 19, 2025**

This Report Covers the Period 01/01/2025 through 01/31/2025

Administrative Services Director/City Treasurer's Certification

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

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

 Digitally signed by
Elizabeth Torres
Date: 2025.02.13
17:58:57 -08'00'

Elizabeth Torres, Administrative Services Director/City Treasurer

7.3
FISCAL YEARS 2023-25 BUDGET
ADJUSTMENTS

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

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RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, INCREASING GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE “AMERICANS WITH DISABILITIES ACT (ADA) PEDESTRIAN ACCESSIBILITY IMPROVEMENT PROJECT: PHASE 8” AND THE “WOODS END WILDERNESS PRESERVE TRAIL DRAINAGE AND IMPROVEMENT PROJECT”

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

WHEREAS, City Council action is required to increase fund-level budget appropriations adopted as a part of the Budget; and

Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8

WHEREAS, the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8” is included in the Capital Improvement Program; and

WHEREAS, appropriations for the Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8 were established in an amount estimated as of November 2024 (\$1,000 Capital Projects Fund, \$150,000 Community Development Block Grant (CDBG) Fund, and \$61,917 Federal Grants Fund (American Rescue Plan Act (Coronavirus Local Fiscal Recovery Funds)), for a total of \$212,917), subject to the completion of construction; and

WHEREAS, during construction it became necessary to reconstruct a portion of a curb located on the Temple Judea property adjacent to a driveway crossing that was reconstructed as part of the Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8; and

WHEREAS, because the curb reconstruction was unanticipated and, thus,

not explicitly included in the City’s application for CDBG funds for the Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8, staff recommends using Capital Projects Fund monies to fund that work; and

WHEREAS, the City Council wishes to increase Fiscal Year 2024-25 appropriations for the Capital Projects Fund for the Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8 in the amount of \$15,052; and

WHEREAS, the unassigned General Fund balance has sufficient funds to accommodate the increased appropriations; and

WHEREAS, increased appropriations in the General Fund would be used to transfer that same amount to the Capital Projects Fund; Capital Projects Fund appropriations would be increased accordingly; and

WHEREAS, with the proposed Budget adjustment, the total Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8 budget would be \$227,969 (\$16,052 Capital Projects Fund, \$150,000 Community Development Block Grant (CDBG) Fund, and \$61,917 Federal Grants Fund (American Rescue Plan Act (Coronavirus Local Fiscal Recovery Funds)); and

Woods End Wilderness Preserve Trail Drainage and Improvement Project

WHEREAS, the “Woods End Wilderness Preserve Trail Drainage and Improvement Project” is included in the Capital Improvement Program; and

WHEREAS, appropriations for the Woods End Wilderness Preserve Trail Drainage and Improvement Project were established in an amount estimated as of December 2024 (\$47,012 Capital Projects Fund, \$188,048 State of California Grants Fund (Proposition 68 (Per Capita Program)), and \$74,149.95 Federal Grants Fund (American Rescue Plan Act (Coronavirus Local Fiscal Recovery Funds), for a total of \$309,209.95), subject to the completion of design documents, construction drawings, and competitive bidding; and

WHEREAS, design of the Woods End Wilderness Preserve Trail Drainage and Improvement Project remains underway and staff estimates that additional appropriations in the amount of at least \$50,000 will be required to complete design and perform competitive bidding; and

WHEREAS, the City Council wishes to increase Fiscal Year 2024-25 appropriations for the Capital Projects Fund for the Woods End Wilderness Preserve Trail Drainage and Improvement Project in the amount of \$50,000; and

WHEREAS, the unassigned General Fund balance has sufficient funds to accommodate the increased appropriations; and

WHEREAS, increased appropriations in the General Fund would be used to transfer that same amount to the Capital Projects Fund; Capital Projects Fund appropriations would be increased accordingly; and

WHEREAS, with the proposed Budget adjustment, the total Woods End Wilderness Preserve Trail Drainage and Improvement Project budget would be \$359,209.95 (\$97,012 Capital Projects Fund, \$188,048 State of California Grants Fund (Proposition 68 (Per Capita Program)), and \$74,149.95 Federal Grants Fund (American Rescue Plan Act (Coronavirus Local Fiscal Recovery Funds)).

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

SECTION 1. Section 2 of Resolution No. 23-16, as previously amended by Resolution Nos. 23-25, 23-33, 24-02, 24-07, 24-10, 24-11, 24-14, 24-19, 24-34, 24-35, 24-36, 24-51, and 25-01, is hereby amended, in its entirety, to read as follows:

The budget revenue projections are:

	<i>Fiscal Year 2023-24</i>	<i>Fiscal Year 2024-25</i>
General Fund		
Property Tax	\$3,297,700	\$3,405,200
Property Transfer Tax	\$112,000	\$114,900
Sales Tax	\$1,196,000	\$1,233,000
Franchise Fees	\$751,800	\$753,100
Transient Occupancy Tax	\$604,000	\$620,000
Developing Processing Fees	\$814,400	\$827,400
Interest	\$352,000	\$340,000
Miscellaneous	\$207,700	\$213,800
SUBTOTAL	\$7,335,600	\$7,507,400
Capital Projects Fund		

Intergovernmental	\$0	\$0
Interest	\$0	\$0
SUBTOTAL	\$0	\$0
Fuel Tax	\$492,800	\$503,700
Road Maintenance & Rehabilitation Program	\$435,300	\$465,600
Measure M2 (OC Go)	\$336,000	\$348,600
Service Authority for Abandoned Vehicles	\$0	\$0
Supplemental Law Enforcement Services	\$167,800	\$169,600
Mobile Source Reduction	\$72,000	\$22,000
PEG/Cable Television	\$18,400	\$18,800
Senior Mobility	\$140,700	\$145,700
Community Development Block Grant (CDBG)	\$500,000	\$150,000
Federal Grants	\$1,618,278	\$782,869
State of California Grants	\$239,800	\$0
Miscellaneous Special Revenue	\$0	\$0
Laguna Woods Civic Support Fund	\$0	\$0

The budget appropriations authorized, on a fund level, are:

	<i>Fiscal Year 2023-24 Adopted Budget</i>	<i>Fiscal Year 2023-24 Carryover Appropriations</i>	<i>Fiscal Year 2023-24 Budget Amendments</i>	<i>Fiscal Year 2023-24 Amended Budget</i>
General Fund	\$7,730,079 ^A (includes transfers to Capital Projects Fund of \$608,250)	\$8,544	\$470,480 ^{A,B}	\$8,209,103 (includes transfers to Capital Projects Fund of \$608,250)
Capital Projects Fund	\$608,250	\$130,535	-	\$738,785
Fuel Tax	\$395,000	-	\$34,570 ^D	\$429,570
Road Maintenance & Rehabilitation Program	\$325,821	-	-	\$325,821
Measure M2 (OC Go)	\$285,700	-	-	\$285,700
Service Authority for Abandoned Vehicles	\$0	-	-	\$0
Supplemental Law Enforcement Services	\$176,100	-	-	\$176,100
Mobile Source Reduction	\$0	\$10,711	-	\$10,711

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PEG/Cable Television	\$15,000	-	-	\$15,000
Senior Mobility	\$207,000	-	\$170,600 ^E	\$377,600
Community Development Block Grant (CDBG)	\$150,000	\$307,528	-	\$457,528
Federal Grants	\$719,145	\$1,006,869	-	\$1,726,014
State of California Grants	\$0	\$221,898	\$100,580 ^{C, F}	\$322,478
Miscellaneous Special Revenue	\$0	-	-	\$0
Laguna Woods Civic Support Fund	\$48,810	-	-	\$48,810
TOTAL	\$10,052,655	\$1,686,085	\$776,230	\$12,514,970

- ^A Fund Budget Adjustment CC-23/24-01: CalPERS Lump Sum Payments, +\$306,925 (R 23-33)
- ^B Fund Budget Adjustment CC-23/24-02: CEPPT Contribution, +\$163,555 (R 24-02)
- ^C Fund Budget Adjustment CC-23/24-03: State HHW Grant, +\$25,580 (R 24-07)
- ^D Fund Budget Adjustment CC-23/24-04: Transportation System, +\$34,570 (R 24-10)
- ^E Fund Budget Adjustment CC-23/24-05: Senior Mobility Program, +\$170,600 (R 24-11)
- ^F Fund Budget Adjustment CC-23/24-06: State SB 1383 Grant, +\$75,000 (R 24-14)

	<i>Fiscal Year 2024-25 Adopted Budget</i>	<i>Fiscal Year 2024-25 Carryover Appropriations</i>	<i>Fiscal Year 2024-25 Budget Amendments</i>	<i>Fiscal Year 2024-25 Amended Budget</i>
General Fund	\$7,287,511 (includes transfers to Capital Projects Fund of \$0)	\$56,947	\$1,129,308 ^{A,E,F, H,I,J,K,L,M,N,O}	\$8,473,766 (includes transfers to other funds totaling \$928,370)
Capital Projects Fund	\$0	\$548,816	\$648,370 ^{A,E,I,L, M,N,O}	\$1,197,186
Fuel Tax	\$425,000	\$10,518	-	\$435,518
Road Maintenance & Rehabilitation Program	\$195,795 ^B	-	(\$131,795) ^D	\$64,000
Measure M2 (OC Go)	\$290,700	-	-	\$290,700
Service Authority for Abandoned Vehicles	\$0	-	-	\$0
Supplemental Law Enforcement Services	\$176,100	-	-	\$176,100
Mobile Source Reduction	\$0	-	-	\$0
PEG/Cable Television	\$15,000	-	-	\$15,000
Senior Mobility	\$227,000	-	\$280,000 ^{H,J}	\$507,000

Community Development Block Grant (CDBG)	\$150,000	-	-	\$150,000
Federal Grants	\$782,869	\$118,388	-	\$901,257
State of California Grants	\$0	\$300,273	\$200,710 ^{C,G}	\$500,983
Miscellaneous Special Revenue	\$0	-	-	\$0
Laguna Woods Civic Support Fund	\$300	-	-	\$300
Less: Transfer to Other Funds	\$0	-	(\$928,370)	(\$928,370)
TOTAL	\$9,550,275	\$1,034,942	\$1,198,223	\$11,783,440

^A Fund Budget Adjustment CC-24/25-01: City Hall Project: Phase 4, +\$350,000 (R 24-19)

^B Non-Fund Budget Adjustment CC-24/25-02: Road Maintenance & Rehabilitation Program Fund appropriations allocated to the “Pavement Management Plan Project (Westbound El Toro Road between Tanager and Calle Corta)” are formally reallocated to the “Pavement Management Plan Project (Westbound El Toro Road between Calle Corta and City Limits)” in the amount of \$195,795. This non-fund budget adjustment is made in the interest of transparency and does not affect appropriations on a fund level. (R 24-19)

^C Fund Budget Adjustment CC-24/25-03: Pavement Project FY 2024-25, +\$200,000 (R 24-19)

^D Fund Budget Adjustment CC-24/25-04: Pavement Project FY 2024-25, -\$131,795 (R 24-19)

^E Fund Budget Adjustment CC-24/25-05: Confluence Bypass Project, +\$109,946 (R 24-19)

^F Fund Budget Adjustment CC-24/25-06: CalPERS Lump Sum Payments, +\$96,448 (R 24-34)

^G Fund Budget Adjustment CC-24/25-07: Interest on State SB 1383 Grant, +\$710 (R 24-35)

^H Fund Budget Adjustment CC-24/25-08: Senior Mobility Program, +\$150,000 (R 24-35)

^I Fund Budget Adjustment CC-24/25-09: ADA Phase 8, +\$1,000 (R 24-36)

^J Fund Budget Adjustment CC-24/25-10: Senior Mobility Program, +\$130,000 (R 24-48)

^K Fund Budget Adjustment CC-24/25-11: CEPPT Contribution, +\$104,490 (R 24-51)

^L Fund Budget Adjustment CC-24/25-12: Water Quality Treatment Project, +\$90,768 (R 25-01)

^M Fund Budget Adjustment CC-24/25-13: Circulation Project, +\$31,604 (R 25-01)

^N Fund Budget Adjustment CC-24/25-14: ADA Phase 8, +\$15,052 (R 25-XX)

^O Fund Budget Adjustment CC-24/25-15: Woods End Project, +\$50,000 (R 25-XX)

The budget appropriations authorized by this section reflect the Fiscal Years 2023-25 adopted budgets, plus authorized budget adjustments approved between July 1, 2023 and the date of this amendment. The budget appropriations authorized by this section also include carryovers of approved, but unspent, budget appropriations from prior fiscal years. Such carryovers were approved by the City Council with the adoption of the current budget and/or pursuant to Administrative Policy 2.9.

SECTION 2. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2025.

SHARI L. HORNE, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 25-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 2025, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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7.4 FINANCIAL MANAGEMENT SOFTWARE

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

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Laguna Woods, California.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.

- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA (which also defines the term “Downtime”), and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the American Institute of Certified Public Accountants' (AICPA) Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, System & Organization Control (SOC) 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. We will provide you with a summary of our compliance report(s) or its equivalent, which reports you agree are subject to your obligation to protect Tyler's confidential and proprietary information as described in Section H(17) of this Agreement. Every year thereafter in which you make a written request, we will provide that same information subject to the same confidentiality requirements. If our SaaS

Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the

Effective Date, we comply with applicable requirements to be considered Payment Card Industry Data Security Standard (PCI DSS) compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

As of the Effective Date, no Third Party Products or Third Party Services are included in the Agreement. If Third Party Products or Third Party Services are later added to the Agreement, the following provisions apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. This Agreement is binding when signed. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on April 1, 2025, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
 - 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
 3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
 4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE**

LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TWO (2) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, TWO (2) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute. The parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. The costs of mediation shall be borne equally by the parties. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Client specifically agrees that information security documents provided by Tyler, including but not limited to a copy of the summary of the most recent Independent Service Auditor's Report for Tyler, are Tyler's confidential information to which Client's obligations pursuant to this Section H(17) apply. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the

event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law. Venue shall be with the Superior Court for the County of Orange or the United States District Court for the Central District of California, Southern Division.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
Schedule 1: Support Call Process
- Exhibit D Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Laguna Woods, CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637-3488
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

Tyler sales quotation to be inserted prior to Agreement execution.

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Sales Quotation For:
 City of Laguna Woods
 24264 El Toro Rd
 Laguna Woods CA 92637-3488
 Chris Macon
 +1 (949) 639-0525
 cmacon@cityoflagunawoods.org

Quoted BY Brandon Swanson
 Quote Expiration 7/12/25
 Quote Name SaaS Flip

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro	
ERP Pro 10 Financial Management Suite	
Core Financials	\$ 12,623
ERP Pro 10 Customer Relationship Management Suite	
Cashiering	\$ 4,561
Cashiering Receipt Import	\$ 0
Tyler One	
Content Manager Suite	
Content Manager Core	\$ 5,874
TOTAL:	\$ 23,058

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 23,058
Total Tyler Services		
Summary Total	\$ 0	\$ 23,058

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Content Manager Core

Core includes Onboarding

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 **Implementation and Other Professional Services (including training):** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 **Reserved.**
 - 2.3 **Conversions:** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 **Requested Modifications to the Tyler Software:** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 **Other Fixed Price Services:** Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 **Reserved.**
 - 2.7 **Web Services:** Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
 - 2.8 **Annual Services:** Unless otherwise indicated in this Exhibit B, fees for annual services set forth in the Investment Summary are due annually, in advance, commencing on the

- availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
 - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 3.2 *Third Party Software Maintenance:* The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3 *Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
 - 3.4 *Hardware Maintenance:* The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
 - 3.6 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
 4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
 5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
 6. Preexisting Annual Services Fees and Credit. You are responsible for payment of the then-current annual fees for preexisting annual services until the commencement of the initial SaaS Term, as indicated in Section F(1) of this Agreement. You will receive a credit for any prepaid fees for preexisting annual services replaced by SaaS services for the time period beginning on the commencement date of the initial SaaS Term through the end of the prepaid annual services term. These services may include, without limitation, annual maintenance and support, Tyler Systems Management, and Tyler Disaster Recovery. Those preexisting services are terminated as of the initial SaaS Term commencement date, as comparable services are included under this SaaS Agreement.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

Reserved.

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7.5

**AMERICANS WITH DISABILITIES ACT (ADA)
PEDESTRIAN ACCESSIBILITY IMPROVEMENT
PROJECT: PHASE 8
(NO REPORT)**

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

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7.6

CITY CENTRE PARK ENHANCEMENT PROJECT

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

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RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, INCREASING GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE “CITY CENTRE PARK ENHANCEMENT PROJECT”

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

WHEREAS, City Council action is required to increase fund-level budget appropriations adopted as a part of the Budget; and

City Centre Park Enhancement Project

WHEREAS, the “City Centre Park Enhancement Project” was added to the Capital Improvement Program on February 19, 2025; and

WHEREAS, staff estimates that appropriations in the amount of \$125,000 will be required to complete design and perform competitive bidding to construct the City Centre Park Enhancement Project; and

WHEREAS, the City Council wishes to increase Fiscal Year 2024-25 appropriations for the Capital Projects Fund for the City Centre Park Enhancement Project in the amount of \$125,000; and

WHEREAS, the unassigned General Fund balance has sufficient funds to accommodate the increased appropriations; and

WHEREAS, increased appropriations in the General Fund would be used to transfer that same amount to the Capital Projects Fund; Capital Projects Fund appropriations would be increased accordingly; and

WHEREAS, with the proposed Budget adjustment, the total City Centre Park Enhancement Project budget would be \$125,000 (\$125,000 Capital Projects Fund).

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

SECTION 1. Section 2 of Resolution No. 23-16, as previously amended by Resolution Nos. 23-25, 23-33, 24-02, 24-07, 24-10, 24-11, 24-14, 24-19, 24-34, 24-35, 24-36, 24-51, 25-01, and 25-XX, is hereby amended, in its entirety, to read as follows:

The budget revenue projections are:

	<i>Fiscal Year 2023-24</i>	<i>Fiscal Year 2024-25</i>
General Fund		
Property Tax	\$3,297,700	\$3,405,200
Property Transfer Tax	\$112,000	\$114,900
Sales Tax	\$1,196,000	\$1,233,000
Franchise Fees	\$751,800	\$753,100
Transient Occupancy Tax	\$604,000	\$620,000
Developing Processing Fees	\$814,400	\$827,400
Interest	\$352,000	\$340,000
Miscellaneous	\$207,700	\$213,800
SUBTOTAL	\$7,335,600	\$7,507,400
Capital Projects Fund		
Intergovernmental	\$0	\$0
Interest	\$0	\$0
SUBTOTAL	\$0	\$0
Fuel Tax	\$492,800	\$503,700
Road Maintenance & Rehabilitation Program	\$435,300	\$465,600
Measure M2 (OC Go)	\$336,000	\$348,600
Service Authority for Abandoned Vehicles	\$0	\$0
Supplemental Law Enforcement Services	\$167,800	\$169,600
Mobile Source Reduction	\$72,000	\$22,000
PEG/Cable Television	\$18,400	\$18,800
Senior Mobility	\$140,700	\$145,700
Community Development Block Grant (CDBG)	\$500,000	\$150,000
Federal Grants	\$1,618,278	\$782,869
State of California Grants	\$239,800	\$0
Miscellaneous Special Revenue	\$0	\$0

Laguna Woods Civic Support Fund	\$0	\$0
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The budget appropriations authorized, on a fund level, are:

	<i>Fiscal Year 2023-24 Adopted Budget</i>	<i>Fiscal Year 2023-24 Carryover Appropriations</i>	<i>Fiscal Year 2023-24 Budget Amendments</i>	<i>Fiscal Year 2023-24 Amended Budget</i>
General Fund	\$7,730,079 ^A (includes transfers to Capital Projects Fund of \$608,250)	\$8,544	\$470,480 ^{A,B}	\$8,209,103 (includes transfers to Capital Projects Fund of \$608,250)
Capital Projects Fund	\$608,250	\$130,535	-	\$738,785
Fuel Tax	\$395,000	-	\$34,570 ^D	\$429,570
Road Maintenance & Rehabilitation Program	\$325,821	-	-	\$325,821
Measure M2 (OC Go)	\$285,700	-	-	\$285,700
Service Authority for Abandoned Vehicles	\$0	-	-	\$0
Supplemental Law Enforcement Services	\$176,100	-	-	\$176,100
Mobile Source Reduction	\$0	\$10,711	-	\$10,711
PEG/Cable Television	\$15,000	-	-	\$15,000
Senior Mobility	\$207,000	-	\$170,600 ^E	\$377,600
Community Development Block Grant (CDBG)	\$150,000	\$307,528	-	\$457,528
Federal Grants	\$719,145	\$1,006,869	-	\$1,726,014
State of California Grants	\$0	\$221,898	\$100,580 ^{C, F}	\$322,478
Miscellaneous Special Revenue	\$0	-	-	\$0
Laguna Woods Civic Support Fund	\$48,810	-	-	\$48,810
TOTAL	\$10,052,655	\$1,686,085	\$776,230	\$12,514,970

^A Fund Budget Adjustment CC-23/24-01: CalPERS Lump Sum Payments, +\$306,925 (R 23-33)

^B Fund Budget Adjustment CC-23/24-02: CEPPT Contribution, +\$163,555 (R 24-02)

^C Fund Budget Adjustment CC-23/24-03: State HHW Grant, +\$25,580 (R 24-07)

^D Fund Budget Adjustment CC-23/24-04: Transportation System, +\$34,570 (R 24-10)

^E Fund Budget Adjustment CC-23/24-05: Senior Mobility Program, +\$170,600 (R 24-11)

^F Fund Budget Adjustment CC-23/24-06: State SB 1383 Grant, +\$75,000 (R 24-14)

	<i>Fiscal Year 2024-25 Adopted Budget</i>	<i>Fiscal Year 2024-25 Carryover Appropriations</i>	<i>Fiscal Year 2024-25 Budget Amendments</i>	<i>Fiscal Year 2024-25 Amended Budget</i>
General Fund	\$7,287,511 (includes transfers to Capital Projects Fund of \$0)	\$56,947	\$1,254,308 ^{A,E,F,H,I,J,K,L,M,N,O,P}	\$8,598,766 (includes transfers to other funds totaling \$1,053,370)
Capital Projects Fund	\$0	\$548,816	\$773,370 ^{A,E,I,L,M,N,O,P}	\$1,322,186
Fuel Tax	\$425,000	\$10,518	-	\$435,518
Road Maintenance & Rehabilitation Program	\$195,795 ^B	-	(\$131,795) ^D	\$64,000
Measure M2 (OC Go)	\$290,700	-	-	\$290,700
Service Authority for Abandoned Vehicles	\$0	-	-	\$0
Supplemental Law Enforcement Services	\$176,100	-	-	\$176,100
Mobile Source Reduction	\$0	-	-	\$0
PEG/Cable Television	\$15,000	-	-	\$15,000
Senior Mobility	\$227,000	-	\$280,000 ^{H,J}	\$507,000
Community Development Block Grant (CDBG)	\$150,000	-	-	\$150,000
Federal Grants	\$782,869	\$118,388	-	\$901,257
State of California Grants	\$0	\$300,273	\$200,710 ^{C,G}	\$500,983
Miscellaneous Special Revenue	\$0	-	-	\$0
Laguna Woods Civic Support Fund	\$300	-	-	\$300
Less: Transfer to Other Funds	\$0	-	(\$1,053,370)	(\$1,053,370)
TOTAL	\$9,550,275	\$1,034,942	\$1,323,223	\$11,908,440

^A Fund Budget Adjustment CC-24/25-01: City Hall Project: Phase 4, +\$350,000 (R 24-19)

^B Non-Fund Budget Adjustment CC-24/25-02: Road Maintenance & Rehabilitation Program Fund appropriations allocated to the “Pavement Management Plan Project (Westbound El Toro Road between Tanager and Calle Corta)” are formally reallocated to the “Pavement Management Plan Project (Westbound El Toro Road between Calle Corta and City Limits)” in the amount of \$195,795. This non-fund budget adjustment is made in the interest of transparency and does not affect appropriations on a fund level. (R 24-19)

^C Fund Budget Adjustment CC-24/25-03: Pavement Project FY 2024-25, +\$200,000 (R 24-19)

^D Fund Budget Adjustment CC-24/25-04: Pavement Project FY 2024-25, -\$131,795 (R 24-19)

- ^E Fund Budget Adjustment CC-24/25-05: Confluence Bypass Project, +\$109,946 (R 24-19)
- ^F Fund Budget Adjustment CC-24/25-06: CalPERS Lump Sum Payments, +\$96,448 (R 24-34)
- ^G Fund Budget Adjustment CC-24/25-07: Interest on State SB 1383 Grant, +\$710 (R 24-35)
- ^H Fund Budget Adjustment CC-24/25-08: Senior Mobility Program, +\$150,000 (R 24-35)
- ^I Fund Budget Adjustment CC-24/25-09: ADA Phase 8, +\$1,000 (R 24-36)
- ^J Fund Budget Adjustment CC-24/25-10: Senior Mobility Program, +\$130,000 (R 24-48)
- ^K Fund Budget Adjustment CC-24/25-11: CEPPT Contribution, +\$104,490 (R 24-51)
- ^L Fund Budget Adjustment CC-24/25-12: Water Quality Treatment Project, +\$90,768 (R 25-01)
- ^M Fund Budget Adjustment CC-24/25-13: Circulation Project, +\$31,604 (R 25-01)
- ^N Fund Budget Adjustment CC-24/25-14: ADA Phase 8, +\$15,052 (R 25-XX)
- ^O Fund Budget Adjustment CC-24/25-15: Woods End Project, +\$50,000 (R 25-XX)
- ^P Fund Budget Adjustment CC-24/25-16: City Centre Park Project, +\$125,000 (R 25-XX)

The budget appropriations authorized by this section reflect the Fiscal Years 2023-25 adopted budgets, plus authorized budget adjustments approved between July 1, 2023 and the date of this amendment. The budget appropriations authorized by this section also include carryovers of approved, but unspent, budget appropriations from prior fiscal years. Such carryovers were approved by the City Council with the adoption of the current budget and/or pursuant to Administrative Policy 2.9.

SECTION 2. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2025.

SHARI L. HORNE, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 25-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 2025, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

7.7
CITY HALL REFURBISHMENT AND SAFETY
PROJECT: PHASE 4

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

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: February 19, 2025 Regular Meeting

SUBJECT: City Hall Refurbishment and Safety Project: Phase 4

Recommendation

1. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, INCREASING GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE “CITY HALL REFURBISHMENT AND SAFETY PROJECT: PHASE 4”

AND

2. Approve the “City Hall Refurbishment and Safety Project: Phase 4 (Elevator)” specifications as prepared by the project engineer.

AND

3. Approve a notice of exemption for the “City Hall Refurbishment and Safety Project: Phase 4 (Elevator)” finding that the project is categorically exempt from the California Environmental Quality Act (CEQA) and authorize the City Manager to cause the notice of exemption to be filed pursuant to applicable law.

AND

4. Award a contract agreement to Liftech Elevator Services, Inc. for the construction of the “City Hall Refurbishment and Safety Project: Phase 4 (Elevator)”, in the amount of \$247,900, plus authorized change orders not to exceed 20% (\$49,580) of the base amount; and authorize the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney.

Background

The City Hall Refurbishment and Safety Project: Phase 4 (“project”) is included in the Fiscal Years 2023-34 Capital Improvement Program and initially involved the replacement of windows, doors, balcony railing, and carpeting; construction of new ceilings, walls, windows, and doors; lighting improvement; heating, ventilation, and air conditioning improvement; and, other work related to accessibility, functionality, safety, and security (“Initial Scope”). A contract agreement for the Initial Scope was awarded by the City Council on October 14, 2024; construction is currently underway.

At the regular meeting on January 15, 2025, staff informed the City Council that modernization of City Hall’s elevator should also be undertaken as part of the project due to the age and condition of the elevator, and a recent incident that required an emergency response from the Orange County Fire Authority to free an individual who had become trapped inside the elevator. The elevator work is referred to as the “City Hall Refurbishment and Safety Project: Phase 4 (Elevator)” and generally includes modernization of the elevator machine room equipment, hall and car signals fixtures, hall and car door equipment, cab interior, and related control systems such as electrical and fire life safety.

Discussion

Today’s meeting is an opportunity for City Council action, as well as public input, on the City Hall Refurbishment & Safety Project: Phase 4.

Staff recommends that the City Council take the following four actions to allow construction of the elevator work to proceed:

Recommendation 1

Adopt a resolution amending and adopting the Fiscal Years 2023-25 Budget and Work Plan for Fiscal Year 2023-24 commencing July 1, 2023 and ending June 30, 2024, and Fiscal Year 2024-25 commencing July 1, 2024 and ending June 30, 2025, increasing General Fund and Capital Projects Fund appropriations for the City Hall Refurbishment and Safety Project: Phase 4. The proposed resolution would increase appropriations in the amount of \$322,482 for the elevator work. The unassigned General Fund balance has sufficient funds to accommodate the increased appropriations, which would be transferred to the Capital Projects Fund.

Recommendation 2

Approval of the project specifications as prepared by the project engineer (HKA Elevator Consulting, Inc.). The specifications are available for review at or from the City Clerk’s Office, Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637. Telephone: (949) 639-0500. Email: cityhall@cityoflagunawoods.org.

Recommendation 3

Approval of a notice of exemption for the project (Attachment A) finding that the project is categorically exempt from the California Environmental Quality Act (“CEQA”) and authorization for the City Manager to cause the notice of exemption to be filed pursuant to applicable law.

Recommendation 4

Award of a contract agreement to Liftech Elevator Services, Inc. for the construction of the project, in the amount of \$247,900, plus authorized change orders not to exceed 20% (\$49,580) of the base amount; and authorization for the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney.

Bids to construct the project were solicited from January 16, 2025 through February 13, 2025. Two bids were received (see Table 1). After review, Liftech Elevator Services is the lowest cost responsive bidder.

Table 1: Bids Received

Bidder	Base Bid Amount	Alternative Bid Amount*
AZTech Elevator Company	\$249,998	\$16,500

Liftech Elevator Services, Inc.	\$247,900	\$14,100
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* The Alternative Bid Amount is for a five-year elevator maintenance agreement. The maintenance agreement will be considered separate from the construction agreement.

It is anticipated that construction would be complete within 90 working days of the date the City issues a Notice to Proceed to the selected contractor. The City would issue the Notice to Proceed no later than April 1, 2025.

Environmental Review

The project is categorically exempt from CEQA pursuant to California Code of Regulations, Title 14, Sections 15301 and 15302. For additional information, refer to the proposed notice of exemption (Attachment A).

Fiscal Impact

Please refer to the preceding discussion regarding Recommendation 1.

(The values in the proposed resolution assume approval of staff's recommendation for Item 7.3 and Item 7.6.)

Report Prepared With: April Baumgarten, Public Works Administrator

Attachments: A – Proposed Resolution
B – Proposed Notice of Exemption

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, INCREASING GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE “CITY HALL REFURBISHMENT AND SAFETY PROJECT: PHASE 4”

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

WHEREAS, City Council action is required to increase fund-level budget appropriations adopted as a part of the Budget; and

City Hall Refurbishment and Safety Project: Phase 4

WHEREAS, the “City Hall Refurbishment and Safety Project: Phase 4” is included in the Capital Improvement Program; and

WHEREAS, staff has recommended expanding the scope of the City Hall Refurbishment and Safety Project: Phase 4 to include modernization of City Hall’s elevator; and

WHEREAS, staff estimates that appropriations in the amount of \$322,482 will be required to construct the City Hall Refurbishment and Safety Project: Phase 4; and

WHEREAS, the City Council wishes to increase Fiscal Year 2024-25 appropriations for the Capital Projects Fund for the City Hall Refurbishment and Safety Project: Phase 4 in the amount of \$322,482; and

WHEREAS, the unassigned General Fund balance has sufficient funds to accommodate the increased appropriations; and

WHEREAS, increased appropriations in the General Fund would be used to transfer that same amount to the Capital Projects Fund; Capital Projects Fund appropriations would be increased accordingly; and

WHEREAS, with the proposed Budget adjustment, the total City Hall Refurbishment and Safety Project: Phase 4 budget would be \$922,482 (\$922,482 Capital Projects Fund).

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

SECTION 1. Section 2 of Resolution No. 23-16, as previously amended by Resolution Nos. 23-25, 23-33, 24-02, 24-07, 24-10, 24-11, 24-14, 24-19, 24-34, 24-35, 24-36, 24-51, 25-01, 25-XX, and 25-XX, is hereby amended, in its entirety, to read as follows:

The budget revenue projections are:

	<i>Fiscal Year 2023-24</i>	<i>Fiscal Year 2024-25</i>
General Fund		
Property Tax	\$3,297,700	\$3,405,200
Property Transfer Tax	\$112,000	\$114,900
Sales Tax	\$1,196,000	\$1,233,000
Franchise Fees	\$751,800	\$753,100
Transient Occupancy Tax	\$604,000	\$620,000
Developing Processing Fees	\$814,400	\$827,400
Interest	\$352,000	\$340,000
Miscellaneous	\$207,700	\$213,800
SUBTOTAL	\$7,335,600	\$7,507,400
Capital Projects Fund		
Intergovernmental	\$0	\$0
Interest	\$0	\$0
SUBTOTAL	\$0	\$0
Fuel Tax	\$492,800	\$503,700
Road Maintenance & Rehabilitation Program	\$435,300	\$465,600
Measure M2 (OC Go)	\$336,000	\$348,600
Service Authority for Abandoned Vehicles	\$0	\$0
Supplemental Law Enforcement Services	\$167,800	\$169,600
Mobile Source Reduction	\$72,000	\$22,000
PEG/Cable Television	\$18,400	\$18,800
Senior Mobility	\$140,700	\$145,700

ITEM 7.7 – Attachment A

Community Development Block Grant (CDBG)	\$500,000	\$150,000
Federal Grants	\$1,618,278	\$782,869
State of California Grants	\$239,800	\$0
Miscellaneous Special Revenue	\$0	\$0
Laguna Woods Civic Support Fund	\$0	\$0

The budget appropriations authorized, on a fund level, are:

	<i>Fiscal Year 2023-24 Adopted Budget</i>	<i>Fiscal Year 2023-24 Carryover Appropriations</i>	<i>Fiscal Year 2023-24 Budget Amendments</i>	<i>Fiscal Year 2023-24 Amended Budget</i>
General Fund	\$7,730,079 ^A (includes transfers to Capital Projects Fund of \$608,250)	\$8,544	\$470,480 ^{A,B}	\$8,209,103 (includes transfers to Capital Projects Fund of \$608,250)
Capital Projects Fund	\$608,250	\$130,535	-	\$738,785
Fuel Tax	\$395,000	-	\$34,570 ^D	\$429,570
Road Maintenance & Rehabilitation Program	\$325,821	-	-	\$325,821
Measure M2 (OC Go)	\$285,700	-	-	\$285,700
Service Authority for Abandoned Vehicles	\$0	-	-	\$0
Supplemental Law Enforcement Services	\$176,100	-	-	\$176,100
Mobile Source Reduction	\$0	\$10,711	-	\$10,711
PEG/Cable Television	\$15,000	-	-	\$15,000
Senior Mobility	\$207,000	-	\$170,600 ^E	\$377,600
Community Development Block Grant (CDBG)	\$150,000	\$307,528	-	\$457,528
Federal Grants	\$719,145	\$1,006,869	-	\$1,726,014
State of California Grants	\$0	\$221,898	\$100,580 ^{C, F}	\$322,478
Miscellaneous Special Revenue	\$0	-	-	\$0
Laguna Woods Civic Support Fund	\$48,810	-	-	\$48,810
TOTAL	\$10,052,655	\$1,686,085	\$776,230	\$12,514,970

^A Fund Budget Adjustment CC-23/24-01: CalPERS Lump Sum Payments, +\$306,925 (R 23-33)

ITEM 7.7 – Attachment A

- ^B Fund Budget Adjustment CC-23/24-02: CEPPT Contribution, +\$163,555 (R 24-02)
- ^C Fund Budget Adjustment CC-23/24-03: State HHW Grant, +\$25,580 (R 24-07)
- ^D Fund Budget Adjustment CC-23/24-04: Transportation System, +\$34,570 (R 24-10)
- ^E Fund Budget Adjustment CC-23/24-05: Senior Mobility Program, +\$170,600 (R 24-11)
- ^F Fund Budget Adjustment CC-23/24-06: State SB 1383 Grant, +\$75,000 (R 24-14)

	<i>Fiscal Year 2024-25 Adopted Budget</i>	<i>Fiscal Year 2024-25 Carryover Appropriations</i>	<i>Fiscal Year 2024-25 Budget Amendments</i>	<i>Fiscal Year 2024-25 Amended Budget</i>
General Fund	\$7,287,511 (includes transfers to Capital Projects Fund of \$0)	\$56,947	\$1,576,790 ^{A,E,F,H,I,J,K,L,M,N,O,P,Q}	\$8,921,248 (includes transfers to other funds totaling \$1,375,852)
Capital Projects Fund	\$0	\$548,816	\$1,095,852 ^{A,E,I,L,M,N,O,P,Q}	\$1,644,668
Fuel Tax	\$425,000	\$10,518	-	\$435,518
Road Maintenance & Rehabilitation Program	\$195,795 ^B	-	(\$131,795) ^D	\$64,000
Measure M2 (OC Go)	\$290,700	-	-	\$290,700
Service Authority for Abandoned Vehicles	\$0	-	-	\$0
Supplemental Law Enforcement Services	\$176,100	-	-	\$176,100
Mobile Source Reduction	\$0	-	-	\$0
PEG/Cable Television	\$15,000	-	-	\$15,000
Senior Mobility	\$227,000	-	\$280,000 ^{H,J}	\$507,000
Community Development Block Grant (CDBG)	\$150,000	-	-	\$150,000
Federal Grants	\$782,869	\$118,388	-	\$901,257
State of California Grants	\$0	\$300,273	\$200,710 ^{C,G}	\$500,983
Miscellaneous Special Revenue	\$0	-	-	\$0
Laguna Woods Civic Support Fund	\$300	-	-	\$300
Less: Transfer to Other Funds	\$0	-	(\$1,375,852)	(\$1,375,852)
TOTAL	\$9,550,275	\$1,034,942	\$1,645,705	\$12,230,922

^A Fund Budget Adjustment CC-24/25-01: City Hall Project: Phase 4, +\$350,000 (R 24-19)

^B Non-Fund Budget Adjustment CC-24/25-02: Road Maintenance & Rehabilitation Program Fund appropriations allocated to the “Pavement Management Plan Project (Westbound El Toro Road

between Tanager and Calle Corta)” are formally reallocated to the “Pavement Management Plan Project (Westbound El Toro Road between Calle Corta and City Limits)” in the amount of \$195,795. This non-fund budget adjustment is made in the interest of transparency and does not affect appropriations on a fund level. (R 24-19)

^C Fund Budget Adjustment CC-24/25-03: Pavement Project FY 2024-25, +\$200,000 (R 24-19)

^D Fund Budget Adjustment CC-24/25-04: Pavement Project FY 2024-25, -\$131,795 (R 24-19)

^E Fund Budget Adjustment CC-24/25-05: Confluence Bypass Project, +\$109,946 (R 24-19)

^F Fund Budget Adjustment CC-24/25-06: CalPERS Lump Sum Payments, +\$96,448 (R 24-34)

^G Fund Budget Adjustment CC-24/25-07: Interest on State SB 1383 Grant, +\$710 (R 24-35)

^H Fund Budget Adjustment CC-24/25-08: Senior Mobility Program, +\$150,000 (R 24-35)

^I Fund Budget Adjustment CC-24/25-09: ADA Phase 8, +\$1,000 (R 24-36)

^J Fund Budget Adjustment CC-24/25-10: Senior Mobility Program, +\$130,000 (R 24-48)

^K Fund Budget Adjustment CC-24/25-11: CEPPT Contribution, +\$104,490 (R 24-51)

^L Fund Budget Adjustment CC-24/25-12: Water Quality Treatment Project, +\$90,768 (R 25-01)

^M Fund Budget Adjustment CC-24/25-13: Circulation Project, +\$31,604 (R 25-01)

^N Fund Budget Adjustment CC-24/25-14: ADA Phase 8, +\$15,052 (R 25-XX)

^O Fund Budget Adjustment CC-24/25-15: Woods End Project, +\$50,000 (R 25-XX)

^P Fund Budget Adjustment CC-24/25-16: City Centre Park Project, +\$125,000 (R 25-XX)

^Q Fund Budget Adjustment CC-24/25-17: City Hall Phase 4 (Elevator), +\$322,482 (R 25-XX)

The budget appropriations authorized by this section reflect the Fiscal Years 2023-25 adopted budgets, plus authorized budget adjustments approved between July 1, 2023 and the date of this amendment. The budget appropriations authorized by this section also include carryovers of approved, but unspent, budget appropriations from prior fiscal years. Such carryovers were approved by the City Council with the adoption of the current budget and/or pursuant to Administrative Policy 2.9.

SECTION 2. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2025.

SHARI L. HORNE, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 25-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 2025, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

Recording requested by City of Laguna Woods
When recorded, mail to City of Laguna Woods,
24264 El Toro Road, Laguna Woods, CA 92637.
(949) 639-0500

Exemption Code 6103



NOTICE OF EXEMPTION

To: County of Orange Orange County Clerk-Recorder P.O. Box 238 Santa Ana, CA 92701	From: City of Laguna Woods 24264 El Toro Road Laguna Woods, CA 92637 (949) 639-0500
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Project Title: City Hall Refurbishment and Safety Project: Phase 4 (Elevator)

Project Applicant: City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637
(949) 639-0500

Project Location – Specific: The project is located at Assessor’s Parcel Number (“APN”) 621-121-29 on the south side of El Toro Road east of Moulton Parkway. The specific address is: 24264 El Toro Road Laguna Woods, CA 92637.

Project Location – City: Laguna Woods, California **Project Location – County:** Orange

Description of Nature, Purpose, and Beneficiaries of Project: The project includes, but is not limited to, the modernization of the elevator machine room equipment, hall and car signals fixtures, hall and car door equipment, cab interior, and related control systems such as electrical and fire life safety.

The project is intended to address maintenance needs and ensure that Laguna Woods City Hall remains accessible, functional, safe, and secure for employees, visitors, and other persons. The work will safeguard and enhance the City’s only public building and seat of government.

Name of Public Agency Approving Project: City of Laguna Woods

Name of Person or Agency Carrying Out Project: City of Laguna Woods

Exempt Status:

X	Categorical Exemption (Sec. 15301, Sec. 15302)
	Declared Emergency (Sec. 21080(b)(3); 15269(a))
	Emergency Project (Sec. 21080(b)(4); 15269(b)(c))

**NOTICE OF EXEMPTION
CITY HALL REFURBISHMENT AND SAFETY PROJECT: PHASE 4 (ELEVATOR)
CITY OF LAGUNA WOODS**

	Ministerial (Sec. 21080(b)(1); 15268)
	Statutory Exemption
	Not Subject to CEQA (Sec. 15061(b)(3))

Reasons Why Project is Exempt: The project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to California Code of Regulations, Title 14 (the State CEQA Guidelines) Section 15301 (Class 1, Existing Facilities). Section 15301 exempts from environmental review the “the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.”

Subsection (a) of Section 15301 provides the following as non-exclusive examples of types of “existing facilities”: “Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.”

Subsection (d) of Section 15301 provides the following as non-exclusive examples of types of “existing facilities”: “Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.”

The project consists only of repairs, minor alterations, and maintenance of the existing Laguna Woods City Hall, including, but not limited to, modernization of the elevator machine room equipment, hall and car signals fixtures, hall and car door equipment, cab interior, and related control systems such as electrical and fire life safety. The project includes restoration and rehabilitation work related to deterioration of the existing Laguna Woods City Hall to meet current standards of public health and safety including, but not limited to, the California Building Standards Code. The project does not expand the existing or former use of Laguna Woods City Hall. The project does not address any substantial damage or damage resulting from an environmental hazard such as earthquake, landslide, or flood.

Based on the scope of work, the project meets the criteria for Class 1 categorical exemption.

CLASS 2

The project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to California Code of Regulations, Title 14 (the State CEQA Guidelines) Section 15302 (Class 2, Replacement or Reconstruction). Section 15302 exempts from environmental review the “replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.”

Subsection (c) of Section 15302 provides the following as non-exclusive examples of types of “replacement or reconstruction”: “Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.”

**NOTICE OF EXEMPTION
CITY HALL REFURBISHMENT AND SAFETY PROJECT: PHASE 4 (ELEVATOR)
CITY OF LAGUNA WOODS**

The project includes the replacement or reconstruction of existing utility systems and/or facilities including, but not limited to, lighting and electricity systems serving an existing elevator. Such replacement or reconstruction is principally intended to address instances of deterioration and compliance with the California Building Standards Code. Once replaced and reconstructed, any expansion of the capacity of such systems and facilities will be negligible. The project does not seek to expand the capacity of such systems and facilities except as may be necessary to ensure that the existing Laguna Woods City Hall remains accessible, functional, safe, and secure for employees, visitors, and other persons.

Based on the scope of work, the project meets the criteria for Class 2 categorical exemption.

Lead Agency Contact Person:

Signature: _____ Date: _____
Justin J. Faylona
Development Manager
City of Laguna Woods

Date Received for Filing at OPR: _____

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

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8.1

**CONDITIONAL USE PERMIT CUP-1505, A
REQUEST BY FRED MONJAZEB FOR
APPROVAL OF A CONDITIONAL USE PERMIT
TO ALLOW FOR (A) THE REDEVELOPMENT OF
AN EXISTING AUTOMOBILE SERVICE STATION,
(B) ALCOHOLIC BEVERAGE SALES, AND (C)
TOBACCO AND CIGARETTE SALES, AT THE
PROPERTY LOCATED AT 24362 EL TORO
ROAD, LAGUNA WOODS, CALIFORNIA 92637**

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: February 19, 2025 Regular Meeting

SUBJECT: Conditional Use Permit CUP-1505, a request by Fred Monjazez for approval of a conditional use permit to allow for (a) the redevelopment of an existing automobile service station, (b) alcoholic beverage sales, and (c) tobacco and cigarette sales, at the property located at 24362 El Toro Road, Laguna Woods, California 92637

Recommendation

1. Receive staff report.

AND
2. Open public hearing.

AND
3. Receive public testimony.

AND
4. Close public hearing.

AND
5. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-1505 TO ALLOW FOR THE REDEVELOPMENT OF AN EXISTING AUTOMOBILE SERVICE STATION, ALCOHOLIC BEVERAGE SALES, AND TOBACCO AND CIGARETTE SALES, AT THE PROPERTY LOCATED AT 24362 EL TORO ROAD, LAGUNA WOODS, CALIFORNIA 92637, AND DETERMINING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15302 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

Overview

Fred Monjazeb (“Applicant”) has submitted a land use application seeking approval of Conditional Use Permit CUP-1505 to allow for (a) the redevelopment of an existing automobile service station, (b) alcoholic beverage sales, and (c) tobacco and cigarette sales, at the property located at 24362 El Toro Road, Laguna Woods, California 92637.

The project location is currently occupied by a Mobil-branded automobile service station and automobile repair use. It is located at the southeast corner of the intersection of El Toro Road and Moulton Parkway. The Orange County Assessor’s Parcel Number (“APN”) for the project location is 621-121-24 and the property owner is M2U Investments LLC.

A vicinity map is included as Attachment B.

Surrounding land uses are listed in Table 1.

Table 1: Surrounding Land Uses

General Location	General Plan Land Use Designation	Land Use
North	Commercial / Open Space	Shell Station (under construction) / Laguna Woods Village golf course
South	Commercial / Open Space	Willow Tree Center / Laguna Woods Village equestrian center
East	Commercial	Willow Tree Center
West	Commercial	ARCO/ampm and Starbucks

The project location is within the Community Commercial (CC) zoning district. Community Commercial designates areas to “provide for the development and preservation of high intensity commercial uses which serve the local community and regional area and are compatible with surrounding residential uses” (Laguna Woods Municipal Code Section 13.10.010).

Laguna Woods Municipal Code Section 13.10.020 requires the issuance of a conditional use permit prior to the establishment of certain uses, including automobile service stations, alcoholic beverage sales, and tobacco and cigarette sales in the Community Commercial zoning district.

Discussion

The City Council is asked to conduct a public hearing on the application for Conditional Use Permit CUP-1505 and, thereafter, consider approval of the same (Attachment A). Staff recommends approval of Conditional Use Permit CUP-1505, subject to proposed conditions of approval (Exhibit A to Attachment A). The proposed conditions of approval would regulate the proposed use in a manner consistent with the purpose and intent of Laguna Woods Municipal Code Chapter 13.10 (Commercial Districts).

The Applicant is seeking to redevelop the existing automobile service station including, but not limited to, discontinuing the existing automobile repair use and expanding the existing convenience store into the space formerly occupied by the automobile repair use. In the course of reviewing the Applicant’s application, staff determined that, though the Applicant currently engages in alcoholic beverage, tobacco, and cigarette sales at the project location, such activities are legal non-conforming uses and approvals to continue the same are necessary in conjunction with the proposed redevelopment of the existing automobile service station.

To better conform with Laguna Woods Municipal Code Section 13.18.050(8), the Applicant would install additional landscaping to close the northernmost driveway from Moulton Parkway (the driveway closest to the intersection with El Toro Road), resulting in one driveway on Moulton Parkway and two on El Toro Road. The remaining driveways, while not wholly consistent with the recommendations for vehicular access standards set forth in Laguna Woods Municipal Code Section 13.18.050(8), are necessary to accommodate fuel deliveries. The Applicant’s wheel tracking analysis to support the necessity of the remaining driveways has been reviewed by staff and the City’s traffic engineering firm.

The proposed conditional use permit would apply to the Applicant's proposed use of the property (which would also include a convenience store retail business that is permitted as a principal use by the Laguna Woods Municipal Code), as well as eligible successors, at the project location.

Environmental Review

The City Council is asked to find that the project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15302 of Title 14 of the California Code of Regulations, in that it consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. The project specifically involves the reconfiguration of existing square footage inside an existing structure. The size of the structure will not increase and will continue to be used for retail purposes, as a portion of the existing structure is used currently. The existing automobile repair use will be discontinued and the space it formerly occupied will be used to expand the existing convenience store. The project additionally involves changes to exterior areas to comply with off-street parking regulations and other provisions of the Laguna Woods Municipal Code. While some parking facilities, circulation spaces, and landscaped areas will be reconstructed and nominally expanded in size or modified, all will be contained within existing exterior areas on the property and none will substantially change existing uses or capacities.

Fiscal Impact

The City's expenses associated with processing this project are recovered through planning services fees.

Documents Available for Review

Related documents – including the Applicant's application, plans, and drawings for Conditional Use Permit CUP-1505 – are available for public review at City Hall during normal working hours.

Attachments: A – Proposed Resolution
Exhibit A – Proposed Conditions of Approval
B – Vicinity Map

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-1505 TO ALLOW FOR THE REDEVELOPMENT OF AN EXISTING AUTOMOBILE SERVICE STATION, ALCOHOLIC BEVERAGE SALES, AND TOBACCO AND CIGARETTE SALES, AT THE PROPERTY LOCATED AT 24362 EL TORO ROAD, LAGUNA WOODS, CALIFORNIA 92637, AND DETERMINING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15302 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, Fred Monjazebe (“Applicant”) submitted an application for Conditional Use Permit CUP-1505 to allow for the redevelopment of an existing automobile service station, alcoholic beverage sales, and tobacco and cigarette sales, at the property located at 24362 El Toro Road, Laguna Woods, California 92637; and

WHEREAS, on February 19, 2025, the City Council of the City of Laguna Woods, after giving notice thereof as required by law, held a public hearing regarding Conditional Use Permit CUP-1505; and

WHEREAS, the City Council has carefully considered all pertinent testimony, as well as all information contained in the agenda report prepared for Conditional Use Permit CUP-1505, as presented at the public hearing; and

WHEREAS, staff has reviewed the environmental form submitted by the Applicant in accordance with the City’s procedures. Based upon the information received and staff’s assessment of the information, Conditional Use Permit CUP-1505 has been determined to be categorically exempt pursuant to Section 15302 (Replacement or Reconstruction) of the California Environmental Quality Act (“CEQA”); and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this resolution; and

WHEREAS, the City Council makes the following findings subject to the conditions of approval:

Findings for All Discretionary Permits

1. The use or project proposed is consistent with the General Plan.

The proposed project is consistent with the Commercial land use designation of the General Plan, which is intended to allow for “*a broad range of non-residential and non-industrial uses.*” Retail and service businesses are explicitly identified in the General Plan as typical commercial uses. The proposed project is in conformance with the General Plan’s maximum floor area ratio of 0.30 for the Commercial land use designation. Policy Objective L-3.1 of the General Plan Land Use Element is to “*allow for commercial development that meets local needs and interests, particularly as it relates to the ability for residents to obtain a diversity of high-quality goods and services close to home.*” The proposed project allows for the redevelopment of an existing automobile service station including, but not limited to, discontinuing an existing automobile repair use and expanding an existing convenience store into the space formerly occupied by the automobile repair use. The expanded convenience store will allow for the display and sale of a broader range of retail goods for which the Applicant anticipates greater demand than the existing automobile repair use. In the course of reviewing the Applicant’s application, the City determined that, though the Applicant currently engages in alcoholic beverage, tobacco, and cigarette sales at the proposed project’s location, such activities are legal non-conforming uses and approvals to continue the same are necessary in conjunction with the proposed redevelopment of the existing automobile service station. The proposed project will serve Laguna Woods residents and surrounding communities.

2. The use, activity or improvement(s) proposed is consistent with the provisions of the Zoning Code.

The proposed uses are consistent with the purpose and intent of the Community Commercial (CC) zoning district, which is “*to provide for the development and preservation of high intensity commercial uses which serve the local community and regional area and are compatible with surrounding residential uses.*” The Laguna Woods Zoning Code explicitly permits automobile service stations, alcoholic beverage sales, and tobacco and cigarette sales in the Community Commercial (CC) zoning district, subject to approval of a conditional use permit. The proposed project’s location at the intersection of two arterial highways aids in extending the proposed

project's service area to both the local community and regional area. There are no surrounding residential uses. There is no identified incompatibility with the nearest residential uses. Several of the conditions of approval for the proposed project address public health, safety, and general welfare (see Finding #5 below), which further promote consistency with the provisions of the Laguna Woods Zoning Code.

3. The approval of the permit application is in compliance with the requirements of the California Environmental Quality Act.

Based on the information received from the Applicant and staff's assessment of the same, the proposed project has been determined to be categorically exempt from CEQA pursuant to Section 15302 (Replacement or Reconstruction) of Title 14 of the California Code of Regulations. Additional information is contained in Section 2 of this resolution and incorporated herein by this reference.

4. The location, size, design and operating characteristics of the proposed use will not create conditions or situations that may be incompatible with other permitted uses in the vicinity.

The proposed project's location is currently used for automobile service station and automobile repair uses. The existing uses include alcoholic beverage, tobacco, and cigarette sales from an existing convenience store. There is no history of incompatibility between the existing uses and the other permitted uses in the vicinity. The proposed project will discontinue the existing automobile repair use and expand the existing convenience store into the space formerly occupied by the automobile repair use. While the allocation of space within the existing structure will change, its size will not. Ingress and egress to the proposed project's location will be provided via driveways located in substantially similar positions as presently exists, but with improved internal vehicle and pedestrian circulation. One existing driveway will be closed to promote greater conformity with the Laguna Woods Zoning Code. Sufficient parking to accommodate the proposed uses will be provided; no alternatives to the Laguna Woods Zoning Code's standard off-street parking standards are proposed or will be approved as part of the proposed project. The proposed project's location is fronted by two public streets and otherwise surrounded by compatible commercial uses, including off-street parking therefore. There are two other nearby automobile service stations (one that is operating and one that has been

approved by the City and is presently under construction), both of which sell or will sell alcoholic beverages, tobacco, and cigarettes. Both nearby automobile service stations sell or will sell alcoholic beverages under the same type of State of California Department of Alcoholic Beverage Control (“ABC”) Type 20 (Off-Sale Beer & Wine) license contemplated in the proposed project. The conditions of approval for the proposed project will ensure that appropriate measures are taken to avoid conditions or situations that may be incompatible with other permitted uses in the vicinity.

5. The approval of the permit application will not result in conditions or circumstances contrary to the public health and safety and the general welfare.

The conditions of approval for the proposed project will regulate its uses in a manner consistent with the purpose and intent of Laguna Woods Municipal Code Chapter 13.10. As conditioned, the proposed project will not result in conditions or circumstances contrary to the public health and safety and the general welfare. Several of the conditions of approval relate to public health, safety, and general welfare including, but not limited to, reservation of the City’s rights to require additional security or safety measures, if warranted. Such conditions of approval will assist in protecting the public from potential risk or danger. The conditions of approval also explicitly require the project to comply with all applicable, then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws, rules, and regulations. Alcoholic beverage sales will be required to comply with all applicable licensing required by the State of California Department of Alcoholic Beverage Control (“ABC”) and all applicable ordinances, regulations, rules, and requirements promulgated by the ABC, as well as all other applicable federal, state, and local authorities

6. The approval of the permit application is in compliance with all City-required public facilities regulations.

The proposed project has been evaluated against all City regulations through the conditional use permit process and is deemed to be in compliance, subject to the conditions of approval. The proposed project will not require the addition or modification of any public facilities, nor heightened levels of service for any public services operating from public facilities.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that this project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15302 of Title 14 of the California Code of Regulations, in that it consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. The project specifically involves the reconfiguration of existing square footage inside an existing structure. The size of the structure will not increase and will continue to be used for retail purposes, as a portion of the existing structure is used currently. The existing automobile repair use will be discontinued and the space it formerly occupied will be used to expand the existing convenience store. The project additionally involves changes to exterior areas to comply with off-street parking regulations and other provisions of the Laguna Woods Municipal Code. While some parking facilities, circulation spaces, and landscaped areas will be reconstructed and nominally expanded in size or modified, all will be contained within existing exterior areas on the property, and none will substantially change existing uses or capacities.

SECTION 3. The City Council hereby approves Conditional Use Permit CUP-1505 (on-file with the Planning & Environmental Services Department), subject to the conditions of approval attached to this resolution (Exhibit A), both of which are incorporated herein by this reference.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2025.

SHARI L. HORNE, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 25-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 2025, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

ITEM 8.1 – Exhibit A to Attachment A

City of Laguna Woods

Conditions of Approval for Conditional Use Permit CUP-1505

Conditional Use Applicant (Applicant): Fred Monjazez

Conditional Use Address: 24362 El Toro Road, Laguna Woods, CA 92637

Conditional Use Assessor's Parcel Number: 621-121-24

Property Owner of Assessor's Parcel Number 621-121-24 (Owner): M2U Investments LLC

City Council Approval Date: [INSERT APPROVAL DATE HERE]

STANDARD CONDITIONS OF APPROVAL

1. The Owner and occupant(s) of the property to which this conditional use permit applies shall comply with all of the conditions of approval as part of CONDITIONAL USE PERMIT CUP-1505 ("conditional use permit"). Failure to comply with any one or more of the conditions imposed herein constitute grounds for revocation of said conditional use permit by the City Council.

This conditional use permit allows all of the following:

- Establishment of an automobile service station
- Alcoholic beverage sales
- Tobacco and cigarette sales

Though referenced and indicated on the application, plans, and drawings for this project, the replacement of the underground storage tanks existing on the property to which this conditional use permit applies at the time of approval is not a part of this approval. Building permits are the only City approvals that must be obtained for the replacement of said underground storage tanks.

2. This conditional use permit shall be constructed, developed, used, operated, and permanently maintained in accordance with the terms of the application, plans, drawings, and conditions imposed herein.
3. The Owner and occupant(s) of the property to which this conditional use permit applies shall comply with all then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws, rules, and regulations, as they pertain to the improvements and uses sought in this application, and such requirements are made a condition of this approval. These include, but are not limited to, all requirements related to building permits, encroachment permits, grading permits, and sign permits; engineering review, landscaping review, water quality review, and plan review, generally, of proposed construction plans; accessibility, including accessibility required by the federal Americans with Disabilities Act; best management practices and other

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actions or improvements required by National Pollutant Discharge Elimination System permit(s); and, restrictions on parking, circulation, lighting, and noise.

4. This conditional use permit does not eliminate the need to obtain building permits, encroachment permits, grading permits, or sign permits, nor does it include any action or finding as to compliance or approval of any other applicable federal, state or local ordinance, regulation, rule, or requirement.
5. This conditional use permit does not include any approval for signage, nor does it represent or imply that any signage proposed in connection with this application, or at any time in the future, will or will not be approved by the City.
6. **Public Safety Services:** In the event of repeated or disproportionately high numbers of calls for law enforcement or other public safety service, or based upon input from the Orange County Sheriff’s Department (or successor law enforcement agency) or surrounding residents or businesses, the City Manager may require, at his/her/their discretion, that the Owner and occupant(s) of the property to which this conditional use permit applies provide at their own cost additional on-site security and/or safety measures, as may be reasonably calculated to address situations or circumstances leading to or causing such increased calls for service, or complaints or comments from surrounding residents or businesses. For the purpose of this condition, “repeated or disproportionately high numbers of calls” shall be determined following the nuisance abatement procedure set forth in Laguna Woods Municipal Code Chapter 1.08, as may change from time to time, with the City Council’s declaration of a public nuisance required. Use of this remedy shall be at the sole discretion of the City and nothing in this condition shall prevent the City from initiating civil, criminal, or other legal or equitable proceedings as an alternative to the procedure outlined herein.
7. **Inspection:** City staff, or their authorized representatives, shall have the right to access and enter the property to which this conditional use permit applies to make reasonable Owner- or occupant(s) of the property to which this conditional use permit applies-authorized scheduled inspections, or unscheduled inspections in areas otherwise open to the public, to observe and enforce compliance with the conditions imposed herein. Except for inspections meant to investigate matters that would constitute imminent threats to public health, safety, or welfare, or inspections authorized by a court order, the City shall make reasonable efforts to request inspections of areas that are not open to the public at least seventy-two (72) hours in advance.
8. **Responsibility for Costs Incurred:** In accordance with policies adopted by the City, the Owner and occupant(s) of the property to which this conditional use permit applies shall be responsible for costs incurred as a result of local law enforcement, public safety, or code enforcement investigation/inspection that results in a finding

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of violation of any applicable laws and/or conditions imposed herein.

9. **Modification of Conditions of Approval:** Any request to modify conditions imposed herein shall be made in accordance with policies adopted by the City at the time such request is made.
10. **Revocation:** This conditional use permit may be revoked in accordance with Laguna Woods Municipal Code Section 13.24.080, as may change from time to time, for any of the reasons set forth therein, which include, but are not necessarily limited to, failure to comply with any condition imposed herein.
11. **Transfer:** In the event of transfer of the property to which this conditional use permit pertains, the transferee shall, prior to exercising the rights granted hereunder, arrange and attend a conference with the City to review the conditions imposed herein, and document the manner in which activities will occur and the manner in which conditions imposed herein will be met. The transferee may, alternatively, file with the City a signed letter confirming receipt of these conditions, prior to exercising the rights granted hereunder. In either case, the Owner's obligations with respect to this condition are satisfied by consenting to the recordation of these conditions in the office of the Clerk-Recorder for the County of Orange.
12. **Termination:** Upon approval, this conditional use permit shall become null and void (A) upon failure to obtain all necessary building permits to construct this project within 365 calendar days of the date this conditional use permit is approved, (B) upon the expiration of any building permit, due to inactivity, obtained to construct this project, or (C) after this project has been constructed, 365 calendar days after such time the approved use at the property to which this conditional use permit applies ceases to be operated as noted by lapse of California Department of Tax & Fee Administration (or successor agency) permit or date documented by City staff following site verification of abandonment or discontinuance. The City Manager may grant an extension of up to 365 calendar days to obtain any necessary building permit upon a showing of financial hardship or other adequate justification by the applicant, and provided the associated building plans comply with the then-current Laguna Woods Municipal Code and California Building Standards Code at the time the building permit(s) is(are) issued. Nothing in this condition is intended to, nor will be interpreted by the City, as limiting the ability for City-issued permits to be extended as allowed by applicable law.
13. **Indemnification:** The Owner and occupant(s) of the property to which this conditional use permit applies, and successor(s) in interest, shall as a condition of issuance of this approval, at its sole expense, defend, indemnify, and hold harmless the City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers ("INDEMNITEES") from any claim, action, or proceeding against the INDEMNITEES to attach, set aside, void or annul an approval of the City

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Council or other decision-making body, or staff action concerning this conditional use approval, or its implementation, except when occurring solely as a result the negligent or willful acts or omissions of the INDEMNITEES. The Owner and occupant(s) of the property to which this conditional use permit applies shall pay all of the City's defense costs incurred by counsel of the City's choosing, and shall reimburse the City for any and all court costs and other parties' attorney fees that the City may be required by a court to pay as a result of such defense. The Owner and occupant(s) of the property to which this conditional use permit applies may at their sole discretion participate in the defense of any such action under this condition, with its own counsel.

14. **Requirement to Acknowledge Conditions of Approval:** The Owner shall sign and have notarized (acknowledgement) the "Owner Acknowledgement of Conditions of Approval for Conditional Use Permit CUP-1505" and return one wet-signed original to the City Manager with a copy of a recordable legal description of all affected properties in form acceptable to the City Manager.

SPECIAL CONDITIONS OF APPROVAL

15. The sale of alcoholic beverages shall occur in full compliance with applicable licensing required by the State of California Department of Alcoholic Beverage Control ("ABC"). The sale of alcoholic beverages shall occur in full accordance with all applicable ordinances, regulations, rules, and requirements promulgated by the ABC, as well as all other applicable federal, state, and local authorities.
16. Only the following ABC licenses are authorized and may be applied for or renewed at the property to which this conditional use permit applies:
 - Type 20 (Off-Sale Beer & Wine)
17. Signage shall be posted at the public entrances and exits to the business, in a manner that is clearly visible to customers and staff, stating that no alcoholic beverage consumption is permitted on-site, and loitering is prohibited.
18. Exterior advertising of any kind or type promoting or indicating the availability of alcoholic beverages or tobacco and cigarette sales is prohibited including, but not limited to, advertising directed to the exterior from within.
19. Traffic to and from the property to which this conditional use permit applies shall not, at any time, block or obstruct any public street, public right-of-way, public sidewalk, public bus stop, or public transit shelter. The Owner and occupant(s) of the property to which this conditional use permit applies shall take all steps necessary to prevent and immediately resolve such situations and, after a reasonable opportunity to resolve such situations, shall immediately implement any direction received by City

ITEM 8.1 – Exhibit A to Attachment A

staff, which may include, but not necessarily be limited to, any or all of the following:

- a. Installing temporary and permanent signage;
 - b. Modifying equipment and supply delivery schedules; and/or
 - c. Modifying circulation patterns and related signage and markings.
20. To the extent feasible, equipment and supply deliveries shall be scheduled to occur during off-peak hours of the business' operation, to minimize on-site traffic and parking impacts.
21. Noise shall not, at any time, result in a violation of the Laguna Woods Municipal Code's noise standards nor create an actual or reasonably foreseeable nuisance for adjacent and surrounding properties and uses. The Owner and occupant(s) of the property to which this conditional use permit applies shall take all steps necessary to prevent and immediately resolve such situations and, after a reasonable opportunity to resolve such situations, shall implement any direction received by City staff, which may include, but not necessarily be limited to, any or all of the following:
- a) Participating in in-person or telephone conversations, or email or written correspondence, with persons reporting noise complaints;
 - b) Modifying equipment and supply delivery schedules;
 - c) Discontinuing the use of exterior amplified sound systems; and/or
 - d) Installing additional sound attenuation.

For the purpose of this condition, "reasonably foreseeable nuisance" shall be determined following the nuisance abatement procedure set forth in Laguna Woods Municipal Code Chapter 1.08, as may change from time to time, with the City Council's declaration of a public nuisance required. Use of this remedy shall be at the sole discretion of the City and nothing in this condition shall prevent the City from initiating civil, criminal or other legal or equitable proceedings as an alternative to the procedure outlined herein.

22. The use of exterior amplified sound systems is limited to (A) the use of exterior amplified sound systems for the purpose of periodic one- or two-way communication between staff and customers (e.g., intercoms located at fuel islands that allow customers to converse with staff), (B) the use of video screens with sound at fuel islands, provided that such sound is only audible during active use of the fuel island at which the video screen with which it is associated is located (e.g., sound is activated upon the start of a transaction and terminates thereafter), and (C) the use of exterior amplified sound systems in connection with special events, temporary uses, or similar activities as may be separately approved and conditioned by the City.
23. In the event that the Laguna Woods Municipal Code's requirement for the minimum number of off-street parking stalls to be provided for this project changes in the future

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(i.e., the minimum number of parking stalls for the convenience store changes from 1 for every 200 square feet of gross floor area to some other ratio, or the definition of “gross floor area” is modified to exclude areas required to be counted toward the minimum number of parking stalls required), the Owner may remove up to two of the parking stalls required by this conditional use permit without obtaining approval for an amendment of this conditional use permit, provided the then-current Laguna Woods Municipal Code is complied with. For the purpose of this condition, “remove” shall mean that all striping, signage, and wheel stops for the parking stall are removed and the site returned to good condition; if striping is painted over, such paint shall be maintained in good condition in a manner that does not allow the former striping to show through.

24. Prior to the issuance of the initial certificate of occupancy for the expanded convenience store contemplated under this conditional use permit, all driveways on Moulton Parkway and El Toro Road shall be reconstructed to comply with Americans with Disabilities Act standards, in accordance with County of Orange OC Public Works Department Standard Plan #1209. This includes, but is not limited to, constructing a minimum three-foot pedestrian path across each driveway with a maximum slope of 2%. Transition with the adjoining sidewalks may be required. The installation of truncated domes may be required. Prior to the issuance of any necessary building permit to construct this project, plans shall be submitted to the City and approval obtained from the City Engineer for the reconstruction work. An encroachment permit shall also be obtained prior to the commencement of work, staging, or traffic control for the reconstruction work on City property.
25. Prior to the issuance of any building permit for the expanded convenience store contemplated under this conditional use permit, the Owner shall obtain approval of the City of a Non-Priority Project Water Quality Management Plan.

[SIGNATURE ON NEXT PAGE]

ITEM 8.1 – Exhibit A to Attachment A

**OWNER ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL FOR
CONDITIONAL USE PERMIT CUP-1505 (“ACKNOWLEDGEMENT”)**

1. **ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL.** The person or persons executing this ACKNOWLEDGEMENT on behalf of the Owner has reviewed all Conditions of Approval for Conditional Use Permit CUP-1505 and has had the opportunity to consult with legal counsel regarding them as the Owner has deemed appropriate.
2. **PURPOSE.** The purpose of this ACKNOWLEDGEMENT is to ensure the Owner is aware of the Conditions of Approval for Conditional Use Permit CUP-1505, which “run with the land.” References to “Owner” in the Conditions of Approval for Conditional Use Permit CUP-1505 are not intended to, and will not be interpreted by the City as, conferring any additional legal responsibility or liability upon the Owner beyond that which otherwise exists in applicable law, or otherwise changing the Owner existing legal obligations.
3. **RECORDATION.** The person or persons executing this ACKNOWLEDGEMENT on behalf of the Owner consents to the recordation of the Conditions of Approval for Conditional Use Permit CUP-1505, including this ACKNOWLEDGEMENT, in the office of the Clerk-Recorder for the County of Orange.
4. **AUTHORITY TO EXECUTE.** The person or persons executing this ACKNOWLEDGEMENT on behalf of the Owner represents and warrants that he/she/they has/have the authority to so execute this ACKNOWLEDGEMENT and to bind the Owner to its obligations hereunder.
5. **SEVERABILITY.** If any term, condition or covenant of this ACKNOWLEDGEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this ACKNOWLEDGEMENT shall not be affected thereby and the ACKNOWLEDGEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

Property Owner – M2U Investments LLC

Signature: _____ Date: _____

Full Name: _____ Title: _____

SIGNATURE MUST BE NOTARIZED; ATTACH ACKNOWLEDGEMENT.

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8.2

**CONDITIONAL USE PERMIT CUP-2024-0001, A
REQUEST BY PREMIUM CHILD CARE, INC. FOR
APPROVAL OF A CONDITIONAL USE PERMIT
TO ALLOW FOR THE ESTABLISHMENT OF A
DAY CARE NURSERY USE AT THE PROPERTY
LOCATED AT 24442 MOULTON PARKWAY,
LAGUNA WOODS, CALIFORNIA 92637**

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: February 19, 2025 Regular Meeting

SUBJECT: Conditional Use Permit CUP-2024-0001, a request by Premium Child Care, Inc. for approval of a conditional use permit to allow for the establishment of a day care nursery use at the property located at 24442 Moulton Parkway, Laguna Woods, California 92637

Recommendation

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA

WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-2024-0001 TO ALLOW FOR THE ESTABLISHMENT OF A DAY CARE NURSERY USE AT THE PROPERTY LOCATED AT 24442 MOULTON PARKWAY, LAGUNA WOODS, CALIFORNIA 92637, AND DETERMINING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15301 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

Overview

Premium Child Care, Inc. (“Applicant”) has submitted a land use application seeking approval of Conditional Use Permit CUP-2024-0001 to allow for the establishment of a day care nursery use at the property located at 24442 Moulton Parkway, Laguna Woods, California 92637.

The project location is currently vacant and was most recently occupied by Niguel Children’s Center under Conditional Use Permit CUP-1453, which has since expired. It is located generally east of Moulton Parkway between El Toro Road and Calle Cortez (in the City of Aliso Viejo) within the Laguna Country United Methodist Church property. The Orange County Assessor’s Parcel Number (“APN”) for the project location is 621-121-23 and the property owner is Laguna Country United Methodist Church.

A vicinity map is included as Attachment B.

Surrounding land uses are listed in Table 1.

Table 1: Surrounding Land Uses

General Location	General Plan Land Use Designation	Land Use
North	Commercial / Residential Community	Willow Tree Center / Laguna Woods Village residences
South	Commercial & Portions in the City of Aliso Viejo	Pacific Hills Calvary Chapel and Grace Hills Church
East	Community Facilities / Residential Community	Temple Judea / Laguna Woods Village residences
West	Commercial /	Willow Tree Center and Pacific Hills Calvary Chapel parking lot /

	Residential Community / Open Space	Laguna Woods Village residences / Laguna Woods Village open space
--	---------------------------------------	--

The project location is zoned as Community Facilities–Private (CF-P). Community Facilities–Private designates areas to “allow for the development of public and private community uses that serve residents, visitors, property owners, and workers in the City” (Laguna Woods Municipal Code Section 13.13.010). Schools, hospitals, cultural venues, churches, temples, and places of worship are specifically listed within the Laguna Woods Municipal Code as examples of permitted land uses within the Community Facilities–Private district.

Laguna Woods Municipal Code Section 13.13.020 requires the issuance of a conditional use permit prior to the establishment of certain uses, including day care nurseries in the Community Facilities–Private district.

Discussion

The City Council is asked to conduct a public hearing on the application for Conditional Use Permit CUP-2024-0001 and, thereafter, consider approval of the same (Attachment A). Staff recommends approval of Conditional Use Permit CUP-2024-0001, subject to proposed conditions of approval (Exhibit A to Attachment A). The proposed conditions of approval would regulate the proposed use in a manner consistent with the purpose and intent of Laguna Woods Municipal Code Chapter 13.13 (Community Facilities Districts).

As proposed, the day care nursery use would be licensed by the State of California Department of Social Services to provide care for up to 59 ambulatory children under six years of age. The day care nursery would operate between the hours of 7:00 a.m. and 6 p.m., Monday through Friday. Outdoor activities would be limited to one hour a day in a designated area located east of the day care nursery, between the Laguna Country United Methodist Church’s sanctuary and the parking lot. All other activities would occur inside existing buildings located along the northern edge of the parking lot.

The project location is accessible from a single driveway off Moulton Parkway that is also used by Laguna Country United Methodist Church and Temple Judea. In 1971, Laguna Country United Methodist Church and Temple Judea entered into a mutual parking agreement to share the common parking lot. A total of 264 parking spaces are currently provided. The proposed conditions of approval restrict the day

care nursery use's ability to operate in a manner that reduces available parking spaces without the consent of all other property owners sharing the parking lot.

Temple Judea has been notified of the proposed conditional use permit and has not expressed any objection to City staff.

The proposed conditional use permit would apply to the applicant's proposed use of the property (Premium Child Care, Inc. doing business as Kaida Childcare Center), as well as eligible successors, at the project location.

Environmental Review

The City Council is asked to find that the project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 of Title 14 of the California Code of Regulations, in that it consists of permitting and other approvals related to the establishment of a day care nursery use within existing private structures, involving negligible or no expansion of use beyond that existing at the time of the City's determination. Specifically, the project involves no physical addition to the existing private structures and, if approved, may result in interior and exterior alterations involving such things as interior partitions, plumbing, electrical conveyances, accessibility, and other common tenant improvements.

Fiscal Impact

The City's expenses associated with processing this project are recovered through planning services fees.

Documents Available for Review

Related documents – including the Applicant's application, plans, and drawings for Conditional Use Permit CUP-2024-0001 – are available for public review at City Hall during normal working hours.

Attachments: A – Proposed Resolution
 Exhibit A – Proposed Conditions of Approval
 B – Vicinity Map

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-2024-0001 TO ALLOW FOR THE ESTABLISHMENT OF A DAY CARE NURSERY USE AT THE PROPERTY LOCATED AT 24442 MOULTON PARKWAY, LAGUNA WOODS, CALIFORNIA 92637, AND DETERMINING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15301 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, Premium Child Care, Inc. (“Applicant”) submitted an application for Conditional Use Permit CUP-2024-0001 to allow for the establishment of a day care nursery use at the property located at 24442 Moulton Parkway, Laguna Woods, California 92637; and

WHEREAS, on February 19, 2025, the City Council of the City of Laguna Woods, after giving notice thereof as required by law, held a public hearing regarding Conditional Use Permit CUP-2024-0001; and

WHEREAS, the City Council has carefully considered all pertinent testimony, as well as all information contained in the agenda report prepared for Conditional Use Permit CUP-2024-0001, as presented at the public hearing; and

WHEREAS, staff has reviewed the environmental form submitted by the Applicant in accordance with the City’s procedures. Based upon the information received and staff’s assessment of the information, Conditional Use Permit CUP-2024-0001 has been determined to be categorically exempt pursuant to Section 15301 (Existing Facilities) of the California Environmental Quality Act (“CEQA”); and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this resolution; and

WHEREAS, the City Council makes the following findings subject to the conditions of approval:

Findings for All Discretionary Permits

1. The use or project proposed is consistent with the General Plan.

The proposed project is consistent with the Community Facilities land use designation of the General Plan, which is intended to allow for “*public, institutional, and private uses that provide a variety of government and social services to the community.*” The proposed project is in conformance with the General Plan’s maximum floor area ratio of 0.30 for the Community Facilities land use designation. Policy Objective L-3.1 of the General Plan Land Use Element is to “*allow for commercial development that meets local needs and interests, particularly as it relates to the ability for residents to obtain a diversity of high-quality goods and services close to home.*” The proposed project allows for the establishment of a day care nursery use which, while not necessarily commercial in nature (depending on how the day care nursery use is organized and operated), will nevertheless help to meet local needs and interests by making available a new day care nursery use to serve local and surrounding communities.

2. The use, activity or improvement(s) proposed is consistent with the provisions of the Zoning Code.

The proposed use is consistent with the purpose and intent of the Community Facilities–Private (CF-P) zoning district, which is “*to provide for the development and preservation of high intensity commercial uses which serve the local community and regional area and are compatible with surrounding residential uses.*” The Laguna Woods Zoning Code explicitly permits day care nursery uses in the Community Facilities–Private (CF-P) zoning district, subject to approval of a conditional use permit. Day care nursery uses have previously operated at the proposed project’s location, most recently under now-expired Conditional Use Permit CUP-1453. There is no history of incompatibility between the previous day care nursery uses and the nearest residential uses. No incompatibilities with the nearest residential uses were identified as a result of the review of the Applicant’s application for this conditional use permit. Several of the conditions of approval for the proposed project address public health, safety, and general welfare (see Finding #5 below), which further promote consistency with the provisions of the Laguna Woods Zoning Code.

3. The approval of the permit application is in compliance with the requirements of the California Environmental Quality Act.

Based on the information received from the Applicant and staff's assessment of the same, the proposed project has been determined to be categorically exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of the California Code of Regulations. Additional information is contained in Section 2 of this resolution and incorporated herein by this reference.

4. The location, size, design and operating characteristics of the proposed use will not create conditions or situations that may be incompatible with other permitted uses in the vicinity.

Day care nursery uses have previously operated at the proposed project's location, most recently under now-expired Conditional Use Permit CUP-1453. There is no history of incompatibility between the previous day care nursery uses and other permitted uses in the vicinity. No incompatibilities with other permitted uses in the vicinity were identified as a result of the review of the Applicant's application for this conditional use permit. Existing access and internal circulation improvements appear to be sufficient to handle traffic generation by the proposed project. The conditions of approval for the proposed project will ensure that appropriate measures are taken to avoid conditions or situations that may be incompatible with other permitted uses in the vicinity.

5. The approval of the permit application will not result in conditions or circumstances contrary to the public health and safety and the general welfare.

The conditions of approval for the proposed project will regulate its uses in a manner consistent with the purpose and intent of Laguna Woods Municipal Code Chapter 13.13. As conditioned, the proposed project will not result in conditions or circumstances contrary to the public health and safety and the general welfare. Several of the conditions of approval relate to public health, safety, and general welfare including, but not limited to, reservation of the City's rights to require additional security or safety measures, if warranted. Such conditions of approval will assist in protecting the public from potential risk or danger. The conditions of approval also explicitly require the proposed project to comply with all applicable, then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws, rules, and regulations. The day care nursery use will be required to be licensed as a

“day care center” by the State of California Department of Social Services. The day care nursery use will be further required to operate in accordance with all applicable ordinances, regulations, rules, and requirements promulgated by the State of California Department of Social Services.

6. The approval of the permit application is in compliance with all City-required public facilities regulations.

The proposed project has been evaluated against all City regulations through the conditional use permit process and is deemed to be in compliance, subject to the conditions of approval. The proposed project will not require the addition or modification of any public facilities, nor heightened levels of service for any public services operating from public facilities.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that this project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15301 of Title 14 of the California Code of Regulations, in that it consists of permitting and other approvals related to the establishment of a day care nursery use within existing private structures, involving negligible or no expansion of use beyond that existing at the time of the City’s determination. Specifically, the project involves no physical addition to the existing private structures and, if approved, may result in interior and exterior alterations involving such things as interior partitions, plumbing, electrical conveyances, accessibility, and other common tenant improvements.

SECTION 3. The City Council hereby approves Conditional Use Permit CUP-2024-0001 (on-file with the Planning & Environmental Services Department), subject to the conditions of approval attached to this resolution (Exhibit A), both of which are incorporated herein by this reference.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2025.

SHARI L. HORNE, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 25-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 2025, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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ITEM 8.2 – Exhibit A to Attachment A

City of Laguna Woods

Conditions of Approval for Conditional Use Permit CUP-2024-0001

Conditional Use Applicant (Applicant): Premium Child Care, Inc.

Conditional Use Address: 24442 Moulton Parkway, Laguna Woods, CA 92637

Conditional Use Assessor's Parcel Number: 621-121-23

Property Owner of Assessor's Parcel Number 621-121-23 (Owner): Laguna Country United Methodist Church

City Council Approval Date: [INSERT APPROVAL DATE HERE]

STANDARD CONDITIONS OF APPROVAL

1. The Owner and occupant(s) of the property to which this conditional use permit applies shall comply with all of the conditions of approval as part of CONDITIONAL USE PERMIT CUP-2024-0001 ("conditional use permit"). Failure to comply with any one or more of the conditions imposed herein constitute grounds for revocation of said conditional use permit by the City Council.

This conditional use permit allows all of the following:

- Establishment of a day care nursery
2. This conditional use permit shall be constructed, developed, used, operated, and permanently maintained in accordance with the terms of the application, plans, drawings, and conditions imposed herein.
 3. The Owner and occupant(s) of the property to which this conditional use permit applies shall comply with all then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws, rules, and regulations, as they pertain to the improvements and uses sought in this application, and such requirements are made a condition of this approval. These include, but are not limited to, all requirements related to building permits, encroachment permits, grading permits, and sign permits; engineering review, landscaping review, water quality review, and plan review, generally, of proposed construction plans; accessibility, including accessibility required by the federal Americans with Disabilities Act; best management practices and other actions or improvements required by National Pollutant Discharge Elimination System permit(s); and, restrictions on parking, circulation, lighting, and noise.
 4. This conditional use permit does not eliminate the need to obtain building permits, encroachment permits, grading permits, or sign permits, nor does it include any action or finding as to compliance or approval of any other applicable federal, state or local ordinance, regulation, rule, or requirement.

ITEM 8.2 – Exhibit A to Attachment A

5. This conditional use permit does not include any approval for signage, nor does it represent or imply that any signage proposed in connection with this application, or at any time in the future, will or will not be approved by the City.
6. **Public Safety Services:** In the event of repeated or disproportionately high numbers of calls for law enforcement or other public safety service, or based upon input from the Orange County Sheriff's Department (or successor law enforcement agency) or surrounding residents or businesses, the City Manager may require, at his/her/their discretion, that the Owner and occupant(s) of the property to which this conditional use permit applies provide at their own cost additional on-site security and/or safety measures, as may be reasonably calculated to address situations or circumstances leading to or causing such increased calls for service, or complaints or comments from surrounding residents or businesses. For the purpose of this condition, "repeated or disproportionately high numbers of calls" shall be determined following the nuisance abatement procedure set forth in Laguna Woods Municipal Code Chapter 1.08, as may change from time to time, with the City Council's declaration of a public nuisance required. Use of this remedy shall be at the sole discretion of the City and nothing in this condition shall prevent the City from initiating civil, criminal, or other legal or equitable proceedings as an alternative to the procedure outlined herein.
7. **Inspection:** City staff, or their authorized representatives, shall have the right to access and enter the property to which this conditional use permit applies to make reasonable Owner- or occupant(s) of the property to which this conditional use permit applies-authorized scheduled inspections, or unscheduled inspections in areas otherwise open to the public, to observe and enforce compliance with the conditions imposed herein. Except for inspections meant to investigate matters that would constitute imminent threats to public health, safety, or welfare, or inspections authorized by a court order, the City shall make reasonable efforts to request inspections of areas that are not open to the public at least seventy-two (72) hours in advance.
8. **Responsibility for Costs Incurred:** In accordance with policies adopted by the City, the Owner and occupant(s) of the property to which this conditional use permit applies shall be responsible for costs incurred as a result of local law enforcement, public safety, or code enforcement investigation/inspection that results in a finding of violation of any applicable laws and/or conditions imposed herein.
9. **Modification of Conditions of Approval:** Any request to modify conditions imposed herein shall be made in accordance with policies adopted by the City at the time such request is made.
10. **Revocation:** This conditional use permit may be revoked in accordance with Laguna Woods Municipal Code Section 13.24.080, as may change from time to time, for any

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of the reasons set forth therein, which include, but are not necessarily limited to, failure to comply with any condition imposed herein.

11. **Transfer:** In the event of transfer of the property to which this conditional use permit pertains, the transferee shall, prior to exercising the rights granted hereunder, arrange and attend a conference with the City to review the conditions imposed herein, and document the manner in which activities will occur and the manner in which conditions imposed herein will be met. The transferee may, alternatively, file with the City a signed letter confirming receipt of these conditions, prior to exercising the rights granted hereunder. In either case, the Owner’s obligations with respect to this condition are satisfied by consenting to the recordation of these conditions in the office of the Clerk-Recorder for the County of Orange.
12. **Termination:** Upon approval, this conditional use permit shall become null and void (A) upon failure to obtain all necessary building permits to construct this project within 365 calendar days of the date this conditional use permit is approved, (B) upon the expiration of any building permit, due to inactivity, obtained to construct this project, or (C) after this project has been constructed, 365 calendar days after such time the approved use at the property to which this conditional use permit applies ceases to be operated as noted by lapse of California Department of Tax & Fee Administration (or successor agency) permit or date documented by City staff following site verification of abandonment or discontinuance. The City Manager may grant an extension of up to 365 calendar days to obtain any necessary building permit upon a showing of financial hardship or other adequate justification by the applicant, and provided the associated building plans comply with the then-current Laguna Woods Municipal Code and California Building Standards Code at the time the building permit(s) is(are) issued. Nothing in this condition is intended to, nor will be interpreted by the City, as limiting the ability for City-issued permits to be extended as allowed by applicable law.
13. **Indemnification:** The Owner and occupant(s) of the property to which this conditional use permit applies, and successor(s) in interest, shall as a condition of issuance of this approval, at its sole expense, defend, indemnify, and hold harmless the City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (“INDEMNITEES”) from any claim, action, or proceeding against the INDEMNITEES to attach, set aside, void or annul an approval of the City Council or other decision-making body, or staff action concerning this conditional use approval, or its implementation, except when occurring solely as a result the negligent or willful acts or omissions of the INDEMNITEES. The Owner and occupant(s) of the property to which this conditional use permit applies shall pay all of the City’s defense costs incurred by counsel of the City’s choosing, and shall reimburse the City for any and all court costs and other parties’ attorney fees that the City may be required by a court to pay as a result of such defense. The Owner and occupant(s) of the property to which this conditional use permit applies may at their

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sole discretion participate in the defense of any such action under this condition, with its own counsel.

14. **Requirement to Acknowledge Conditions of Approval:** The Owner shall sign and have notarized (acknowledgement) the “Owner Acknowledgement of Conditions of Approval for Conditional Use Permit CUP-2024-0001” and return one wet-signed original to the City Manager with a copy of a recordable legal description of all affected properties in form acceptable to the City Manager.

SPECIAL CONDITIONS OF APPROVAL

15. The day care nursery use is at all times required to be licensed as a “day care center” by the State of California Department of Social Services. The day care nursery use shall operate in accordance with all applicable ordinances, regulations, rules, and requirements promulgated by the State of California Department of Social Services.
16. The day care nursery use shall serve only ambulatory children under the age of six years. No more than 59 children shall be under the care of the day care nursery at any given time.
17. The day care nursery use shall not operate outside of the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday. Play time and other outdoor activities involving any number of children under the care of the day care nursery shall be limited to the hours of 10 a.m. to 11 a.m., Monday through Friday, and shall occur only in the area marked “child play” on the plans submitted with the application for this conditional use permit. Date- and time-specific exceptions to the limitations on outdoor activities set forth in this condition require prior written authorization by the City Manager. The day care nursery shall minimize noise emanating from outdoor activities to the maximum extent possible including by, but not limited to, limiting the nature of activities and separating or returning indoors children responsible for shouting, yelling, or other avoidable noisemaking. The use of amplified sound (e.g., megaphones and music) in connection with or in a manner that is audible for outdoor activities is prohibited.
18. The day care nursery use is located on a parcel with other uses and utilizes a parking lot that is shared by other uses located on the same parcel, as well as uses located on an adjacent parcel. The day care nursery shall not be operated in a manner that results in a reduction of the number of available off-street parking spaces existing as of the date of this approval (264 spaces) – either permanently or temporarily – except as may be necessary for employee and customer parking, or as may be authorized pursuant to permits approved by the City. Any such permits shall require the written consent of all other property owners sharing the parking lot.

[SIGNATURE ON NEXT PAGE]

ITEM 8.2 – Exhibit A to Attachment A

**OWNER ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL FOR
CONDITIONAL USE PERMIT CUP-2024-0001 (“ACKNOWLEDGEMENT”)**

1. **ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL.** The person or persons executing this ACKNOWLEDGEMENT on behalf of the Owner has reviewed all Conditions of Approval for Conditional Use Permit CUP-2024-0001 and has had the opportunity to consult with legal counsel regarding them as the Owner has deemed appropriate.
2. **PURPOSE.** The purpose of this ACKNOWLEDGEMENT is to ensure the Owner is aware of the Conditions of Approval for Conditional Use Permit CUP-2024-0001, which “run with the land.” References to “Owner” in the Conditions of Approval for Conditional Use Permit CUP-2024-0001 are not intended to, and will not be interpreted by the City as, conferring any additional legal responsibility or liability upon the Owner beyond that which otherwise exists in applicable law, or otherwise changing the Owner existing legal obligations.
3. **RECORDATION.** The person or persons executing this ACKNOWLEDGEMENT on behalf of the Owner consents to the recordation of the Conditions of Approval for Conditional Use Permit CUP-2024-0001, including this ACKNOWLEDGEMENT, in the office of the Clerk-Recorder for the County of Orange.
4. **AUTHORITY TO EXECUTE.** The person or persons executing this ACKNOWLEDGEMENT on behalf of the Owner represents and warrants that he/she/they has/have the authority to so execute this ACKNOWLEDGEMENT and to bind the Owner to its obligations hereunder.
5. **SEVERABILITY.** If any term, condition or covenant of this ACKNOWLEDGEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this ACKNOWLEDGEMENT shall not be affected thereby and the ACKNOWLEDGEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

Property Owner – Laguna Country United Methodist Church

Signature: _____ Date: _____

Full Name: _____ Title: _____

SIGNATURE MUST BE NOTARIZED; ATTACH ACKNOWLEDGEMENT.

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8.3
ZONING TITLE OF LAGUNA WOODS
MUNICIPAL CODE

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
FOR: February 19, 2025 Regular Meeting
SUBJECT: Zoning Title of Laguna Woods Municipal Code

Recommendation

1. Receive staff report.

AND
2. Open public hearing.

AND
3. Receive public testimony.

AND
4. Close public hearing.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010, 13.10.020, 13.10.030, 13.12.020, 13.12.030, 13.13.020, 13.18.050, 13.18.070, 13.25.040, 13.26.025, 13.26.150, AND 13.26.160, AND

REPEALING SECTION 13.26.050, OF TITLE 13 (ZONING) OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO DEFINITIONS, PERMITTED AND PROHIBITED USES, DEVELOPMENT STANDARDS, OFF-STREET PARKING REGULATIONS, INCLUSIONARY HOUSING, CANNABIS STOREFRONT RETAILERS, ANIMAL HOSPITALS AND CLINICS, PETS AND ANIMALS, RESIDENTIAL MULTIPLE-FAMILY STANDARDS AND REQUIREMENTS, AND OTHER ZONING-RELATED MATTERS, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Background

Staff is reviewing the Laguna Woods Municipal Code to identify opportunities to improve its clarity and application. This includes, but is not limited to, identifying provisions that are unnecessary, duplicative of state law, and/or duplicative and/or in potential conflict with other provisions of the Laguna Woods Municipal Code, as well as modifications that would memorialize existing staff interpretations of the Zoning Code or address other matters identified during staff’s review.

Discussion

Today’s meeting is an opportunity for City Council action, as well as public input, on proposed modifications of Title 13 (Zoning) of the Laguna Woods Municipal Code (Attachment A). Staff recommends that the City Council conduct a public hearing and initiate the adoption process for the proposed ordinance in order to clarify and enhance ease of use and application of Title 13 of the Laguna Woods Municipal Code, both for internal parties and the public.

A table identifying the rationale for each proposed modification follows.

Table 1: Rationale for Proposed Modifications

Laguna Woods Municipal Code Reference	Rationale
Section 13.06.010(d)	Addition of a definition for “adult day program” to clarify how the term is used in tables of permitted uses.

Laguna Woods Municipal Code Reference	Rationale
Section 13.06.010(d)(210)	Modification of the definition for “clinics, medical or dental.” The modification is intended to clarify staff’s existing interpretation of the definition as being differentiated from the medical and dental offices contemplated within the “administrative/professional offices” definition (Laguna Woods Municipal Code Section 13.06.010(d)(25)) by outpatient admittance.
Section 13.06.010(d)(420)	Modification of the definition for “floor area, gross.” The modified definition excludes the following for the purpose of calculating off-street parking requirements: elevator shafts; parking facilities; rooms containing only mechanical, electrical, and/or plumbing equipment used for service of the building; spaces that are unenclosed on one or more sides and unoccupied (e.g., balconies, courtyards, patios, and walkways); stairways; trash enclosures; and, vent shafts. The modification is intended to exclude from off-street parking requirements ancillary spaces and other areas that do not significantly contribute to off-street parking demand.
Section 13.10.020	Modifications of the permitted commercial uses table to identify the zoning districts in which adult day programs, golf cart sales/service, and low-speed vehicle sales/service are permitted and prohibited. The modifications are intended to memorialize existing staff interpretations of permitted commercial uses in the interest of clarity.
Section 13.10.030	Modifications of the commercial development standards table to delete one reference to a non-existent footnote, delete a footnote that is not referenced in the table, and add two footnotes making explicit that maximum floor-area-ratio (“FAR”) and maximum building site coverage standards do not apply to housing developed as a principal use in the Residential High Density, Residential Medium Density, Residential Medium-Low Density, or Residential Low Density overlay zoning districts. The additional footnotes are intended to promote compliance with General Plan Housing Element Program H-1.1.1 and General Plan Land Use

Laguna Woods Municipal Code Reference	Rationale
	Element Table L-1.
Section 13.12.020 (first instance)	Modifications of the permitted open space uses table to identify that adult day programs are prohibited in both open space zoning districts and educational institutions are permitted as an accessory to a principally permitted use in both open space districts. The modifications are intended to memorialize existing staff interpretations of permitted open space uses in the interest of clarity.
Section 13.12.020 (second instance)	Modification of the permitted open space uses table to remove the requirement for police and fire stations to obtain a conditional use permit when they are located on property owned by the City and the design thereof is subject to an approval process set forth in a lease agreement or other agreement approved by the City Council. In such cases, police and fire stations would be considered permitted as a principal use. This modification is intended to avoid situations where the City Council would be both a proponent of a discretionary application and the quasi-judicial decision-making body responsible for acting on such application.
Section 13.12.030	Modifications of the open space development standards table to (1) memorialize the General Plan Land Use Element's maximum building height of 35 feet in both open space zoning districts, (2) memorialize the General Plan Land Use Element's maximum building area of 25,000 square foot in both open space zoning districts, (3) remove the minimum setback requirements from street right-of-way for both open space zoning districts, and (4) increase the maximum building site coverage for the Open Space-Recreation zoning district from 20% to 35%. The modification related to minimum setback requirements is intended to recognize that on open space properties there may be habitat protection, conservation-related, or other reasons for locating development closer to the street right-of-way than is currently permitted (the minimum setback is 50 feet; there are currently no other setback requirements for development

Laguna Woods Municipal Code Reference	Rationale
	on open space properties). The modification related to maximum building site coverage is intended to recognize that some permitted uses in the Open Space-Recreation zoning district may require larger buildings than are presently contemplated (e.g., country clubs, golf courses, libraries, maintenance office/buildings, police and fire stations, and recreation centers). At 35%, maximum building site coverage would align with the equivalent requirement for the two lower-intensity commercial zoning districts and still require that building site coverage be less than half of the “net area of the site” as defined in Laguna Woods Municipal Code Section 13.06.010(d)(160).
Section 13.13.020 (first instance)	Modification of the permitted community facility uses table to identify that adult day programs are permitted in both community facilities zoning districts subject to approval of a conditional use permit. The modification is intended to memorialize existing staff interpretations of permitted community facilities uses in the interest of clarity.
Section 13.13.020 (second instance)	Modification of the permitted community facility uses table to identify that educational institutions are permitted in both community facilities zoning districts subject to approval of a conditional use permit. The modification is intended to treat all educational institutions the same within the community facilities zoning districts (“educational institutions, adult” are currently principally permitted while staff interprets K-12 schools and all other educational institutions as being permitted subject to approval of a conditional use permit). The establishment of any educational institution, regardless of the age or grade level of those to whom instruction is provided, may implicate circulation, public safety, and other considerations that could result in unique and potentially incompatible impacts and effects on surrounding land uses.
Section 13.18.050(1)a.	Modification of non-residential off-street parking requirements to allow for tree diamonds, planters, and other landscaped elements within a 2.5-foot portion of each

Laguna Woods Municipal Code Reference	Rationale
	standard 18 foot x 9 foot non-accessible parking space. The modification is intended to allow landscaping for aesthetic and urban heat island-reduction purposes within commercial, community facilities, and other non-residential parking areas.
Section 13.18.050(6)	Modifications of non-residential off-street parking requirements to (1) clarify that the minimum six-inch-high barriers required to separate landscaped areas from paved driveway, parking space and maneuvering areas may be curbs, bumpers, or tire stops, and (2) correct typographic errors. The modifications are intended to memorialize existing staff interpretations of non-residential off-street parking requirements in the interest of clarity.
Section 13.18.070(a)	Modification of the off-street parking requirements table to identify that adult day programs require one parking stall for each 200 square feet of gross floor area, plus a dedicated and marked loading and unloading area of certain minimum dimensions that adjoins an accessible route to the entrance to the adult day program. The modification is intended to memorialize existing staff interpretations of off-street parking requirements in the interest of clarity and require a loading and unloading area to accommodate the client pick-ups and drop-offs that typically occur in connection with adult day programs.
Section 13.25.040(a)(3)	Modification of the manner in which the number of inclusionary housing units required of new residential developments is calculated to clarify that fractions of a new unit equal to 0.5 are to be rounded up to the next whole number. The modification is intended to memorialize existing staff interpretations of the manner in which the number of inclusionary housing units required of new residential developments is calculated. This section currently only provides explicit guidance for rounding fractions of a new unit less than or greater than 0.5.
Section 13.26.025(c)(1)	Modifications of cannabis storefront retailer permitting requirements to (1) allow the City Manager to establish

<p>Laguna Woods Municipal Code Reference</p>	<p>Rationale</p>
	<p>requirements for renewal applications that differ from the requirements for initial applications, (2) remove an inapplicable reference to the manner in which costs are calculated for the City’s building permit fees, and (3) clarify that the procedure for reviewing multiple applications submitted for nearby parcels applies only to initial application submittals. The modification related to renewal application requirements is meant to recognize that certain submittals that are required for initial applications may not always be necessary for renewal applications (e.g., title reports, map exhibits, and new agreements to replace existing agreements that remain in effect). The other modifications are intended to memorialize existing staff interpretations of cannabis storefront retailer permitting requirements in the interest of clarity.</p>
<p>Section 13.26.025(f)(12)</p>	<p>Modification of the permitted hours of operation for cannabis storefront retailers located within 600 feet of any residential parcel to align with the quietest exterior noise standards applicable to such residential parcel(s). Under the City’s existing noise ordinance (Laguna Woods Municipal Code Chapter 7.08), this would mean that cannabis storefront retailers located within 600 feet of any residential parcel could be open from 7 a.m. to 10 p.m. (instead of 7 a.m. to 9 p.m. under the existing ordinance). State law limits the hours of operation for all cannabis storefront retailers, regardless of location or proximity to residential parcels, to 6 a.m. to 10 p.m. In addition to aligning permitted hours of operation with the City’s noise ordinance, this modification would continue to limit the hours of operation in a manner that is more restrictive than both state law and the City’s business hours restrictions for the Neighborhood Community zoning district, the latter of which specifically seeks to minimize adverse impacts on residential properties (businesses in the Neighborhood Community zoning district may only operate between the hours of 6 a.m. and 10:30 p.m.).</p>

Laguna Woods Municipal Code Reference	Rationale
Section 13.26.050	Repeal of regulations pertaining to performance and development standards for animal hospitals and clinics. Pursuant to state law, the California Veterinary Medical Board is responsible for enforcing statewide standards for veterinary hospitals. This section also contains language requiring facilities for the treatment and confinement of animals to obtain the approval of the “Director, Animal Control, Orange County Health Care Agency,” which is a position that does not exist.
Section 13.26.150	Modifications of the requirements for setbacks between residences and certain structures for keeping animals to (1) clarify the title of section, (2) clarify the process by which exceptions to setbacks may be approved, and (3) remove an informational note that incorrectly indicates that the Orange County Health Officer is responsible for regulating the types, number and manner in which pets and animals are kept.
Section 13.26.160	Modification of residential multiple-family standards and requirements to make explicit that they do not apply to housing developed as a principal use in the Residential High Density, Residential Medium Density, Residential Medium-Low Density, or Residential Low Density overlay zoning districts. The modification is intended to promote compliance with General Plan Housing Element Program H-1.1.1.

If the recommended action is taken at today’s meeting, staff anticipates scheduling the second reading and consideration of adoption of the proposed ordinance for the City Council’s next regular meeting on March 19, 2025. If adopted on March 19, 2025, the ordinance would take effect 30 days thereafter.

Environmental Review

The City Council is asked to find that the proposed ordinance is not subject to the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et. seq., as amended and implementing State CEQA Guidelines, Title 14,

Chapter 3 of the California Code of Regulations (collectively “CEQA”) pursuant to sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. CEQA Guidelines Section 15378(b)(2) excludes “[c]ontinuing administrative. . . activities, such as . . . general policy and procedure making” and Section 15378(b)(5) excludes “[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” from its definition of “project.”

The City Council is also asked to find that, even if the proposed ordinance were subject to CEQA, it would be exempt based on CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Fiscal Impact

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

Documents Available for Review

Related documents – including the proposed ordinance and the Laguna Woods Municipal Code – are available for public review at or from City Hall during normal working hours. The Laguna Woods Municipal Code is also available for review at www.cityoflagunawoods.org.

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

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ORDINANCE NO. 25-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010, 13.10.020, 13.10.030, 13.12.020, 13.12.030, 13.13.020, 13.18.050, 13.18.070, 13.25.040, 13.26.025, 13.26.150, AND 13.26.160, AND REPEALING SECTION 13.26.050, OF TITLE 13 (ZONING) OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO DEFINITIONS, PERMITTED AND PROHIBITED USES, DEVELOPMENT STANDARDS, OFF-STREET PARKING REGULATIONS, INCLUSIONARY HOUSING, CANNABIS STOREFRONT RETAILERS, ANIMAL HOSPITALS AND CLINICS, PETS AND ANIMALS, RESIDENTIAL MULTIPLE-FAMILY STANDARDS AND REQUIREMENTS, AND OTHER ZONING-RELATED MATTERS, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, staff has recommended amending sections 13.06.010, 13.10.020, 13.10.030, 13.12.020, 13.12.030, 13.13.020, 13.18.050, 13.18.070, 13.25.040, 13.26.025, 13.26.150, and 13.26.160, and repealing Section 13.26.050, of Title 13 (Zoning) of the Laguna Woods Municipal Code (“Code Amendments”) to clarify and enhance ease of use and application of Title 13 of the Laguna Woods Municipal Code, both for internal parties and the public; and

WHEREAS, on February 19, 2025, the City Council held a duly noticed public hearing on this Ordinance at which it considered all of the information, evidence, and testimony presented, both written and oral.

THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

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

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that this Ordinance is not subject to the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et. seq., as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations (collectively “CEQA”) pursuant to sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. CEQA Guidelines Section 15378(b)(2) excludes “[c]ontinuing administrative. . . activities, such as . . . general policy and procedure making” and Section 15378(b)(5) excludes “[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” from its definition of “project.”

After reviewing the entire project record, the City Council also hereby determines and certifies that that, even if this Ordinance were subject to CEQA, it would be exempt based on CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 3. Sections 13.06.010, 13.10.020, 13.10.030, 13.12.020, 13.12.030, 13.13.020, 13.18.050, 13.18.070, 13.25.040, 13.26.025, 13.26.150, and 13.26.160 of Title 13 (Zoning) of the Laguna Woods Municipal Code are hereby amended to read as set forth in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

Section 13.26.050 of Title 13 (Zoning) of the Laguna Woods Municipal Code is hereby repealed in its entirety.

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

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

subsections, subdivisions, paragraphs sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 6. The Mayor shall sign this Ordinance.

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

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

PASSED, APPROVED AND ADOPTED this XX day of XX 2025.

SHARI L. HORNE, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

APPROVED AS TO FORM:

ALISHA PATTERSON, City Attorney

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 25-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2025, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2025 by the following vote to wit:

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

YOLIE TRIPPY, CMC, City Clerk

**EXHIBIT A
CODE AMENDMENTS**

Section 13.06.010(d) (“Definitions”) of Chapter 13.06 (“Definitions”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to add the following definition in numerical order (additions shown with underlining):

(28) Adult day program: Any community-based facility or program as defined in California Health and Safety Code Section 1502(a)(2), as amended from time to time or replaced with a successor statute.

Section 13.06.010(d)(210) (“Definitions” > “Clinics, medical or dental”) 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, deletions shown with ~~strikethrough~~):

(210) Clinics, medical or dental: ~~An organization of doctors providing physical, dental or mental health service and medical or surgical care of the sick or injured but not including inpatient or overnight accommodations.~~ An establishment where human patients are admitted for examination and treatment on an outpatient basis by one or more physicians, dentists, other medical personnel, or psychologists and where human patients are not housed overnight.

Section 13.06.010(d)(420) (“Definitions” > “Floor area, gross”) 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, deletions shown with ~~strikethrough~~):

(420) Floor area, gross: The total horizontal floor area of all floors of a building, including the exterior walls thereof, measured in square feet; excepting that ~~for commercial, professional and administrative office or industrial buildings or building complexes, areas used in common such as covered malls, walkways, patio areas and entries open to and directly connecting with outside areas, shall not be included when calculating off-street parking requirements~~ elevator shafts; parking facilities; rooms containing only mechanical, electrical, and/or plumbing equipment used for service of the building; spaces that are unenclosed on one or more sides and

unoccupied (e.g., balconies, courtyards, patios, and walkways); stairways; trash enclosures; and vent shafts, shall not be included when calculating off-street parking requirements.

The permitted commercial uses table in Section 13.10.020 (“Table of permitted uses”) of Chapter 13.10 (“Residential Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to add the following rows in alphabetical order by “Land Use Types”:

Land Use Types	Districts			Code References
	NC	CC	PA	
<u>Adult Day Programs</u>	<u>U</u>	<u>U</u>	<u>U</u>	
<u>Golf Cart Sales/Service</u>	<u>X</u>	<u>P</u>	<u>X</u>	
<u>Low-Speed Vehicle Sales/Service</u>	<u>X</u>	<u>P</u>	<u>X</u>	

Section 13.10.030 (“Development standards”) of Chapter 13.10 (“Commercial Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):

Sec. 13.10.030. - Development standards.

The Commercial Development Standards Table, which follows, specifies standards for the development of property within commercial districts.

Commercial Development Standards

Development Standard	Districts		
	NC	CC	PA
Maximum Building Height (ft.)	35	65	35
Minimum Building Site Area (sq. ft.)	none	none	10,000
Minimum Building Site Width (ft.)	none	none	75
Minimum Perimeter Setback (ft.)			
From Street ROW	20	5	10
From Alley	20	5	10
From Residential Districts	20	20	10

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From Nonresidential Districts	0	0	10 ⁻²
Maximum FAR ¹	0.30	0.30	0.30
Maximum Building Site Coverage ²	35 percent	none	35 percent
Parking	See Code Chapter 13.18		
Landscaping	See Code Section 13.16.190		
Screening	See Code Section 13.16.180		
Signs	See Code Chapter 13.20		
Waste Management/Hazardous Materials	See Code Section 13.26.200		

Notes:

~~⁺Required for one side of building site only.~~

¹ Maximum FAR does not apply to housing developed as a principal use in the Residential High Density, Residential Medium Density, Residential Medium-Low Density, or Residential Low Density overlay zoning districts.

² Maximum Building Site Coverage does not apply to housing developed as a principal use in the Residential High Density, Residential Medium Density, Residential Medium-Low Density, or Residential Low Density overlay zoning districts.

The permitted open spaces uses table in Section 13.12.020 (“Table of permitted uses”) of Chapter 13.12 (“Open Space Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to add the following rows in alphabetical order by “Land Use Types”:

Land Use Types	Districts		Code References
	OS-P	OS-R	
<u>Adult Day Programs</u>	<u>X</u>	<u>X</u>	
<u>Educational Institutions</u>	<u>A</u>	<u>A</u>	

The “Police and Fire Stations” row in the permitted open space uses table in Section 13.12.020 (“Table of permitted uses”) of Chapter 13.12 (“Open Space Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follow (additions shown with underlining):

Land Use Types	Districts		Code References
	OS-P	OS-R	
Police and Fire Stations	X	U ¹	

Notes:

¹ An approved use permit is not required if the land use type is located on property owned by the City and the design thereof is subject to an approval process set forth in a lease agreement or other agreement approved by the City Council. In such cases, the land use type shall be considered permitted as the principal use within the district.

Section 13.12.030 (“Development standards”) of Chapter 13.12 (“Open Space Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):

Sec. 13.12.030. - Development standards.

The Open Space Development Standards Table, which follows, specifies standards for the development of property within open space districts.

Open Space Development Standards

Development Standard	Districts	
	OS-P	OS-R
Maximum Building Height (ft.)	18 ¹	35 ⁺
<u>Maximum Building Area (sq. ft.)</u>	<u>25,000</u>	<u>25,000</u>
Minimum Building Site Area (sq. ft.)	43,560	20,000
Minimum Setback (ft.)		
From Street ROW	50² <u>none</u>	50² <u>none</u>
From Residential Districts	none	none
From Nonresidential Districts	none	none
Maximum Building Site Coverage	5 percent	20 percent <u>35 percent</u>

Parking	See Code Chapter 13.18
Signs	See Code Chapter 13.20
Waste Management/Hazardous Materials	See Code Section 13.26.200

Notes:

¹ Except as otherwise provided for by an approved use permit, up to a maximum of 35 feet.

~~² Includes all buildings, structures, and off-street parking facilities.~~

The permitted community facility uses table in Section 13.13.020 (“Table of permitted uses”) of Chapter 13.13 (“Community Facilities Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to add the following rows in alphabetical order by “Land Use Types”:

Land Use Types	Community Facilities		Code References
	Public/Institutional	Private	
<u>Adult Day Programs</u>	<u>U</u>	<u>U</u>	

The “Educational Institutions, Adult” row in the permitted community facility uses table in Section 13.13.020 (“Table of permitted uses”) of Chapter 13.13 (“Community Facilities Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follow (additions shown with underlining, deletions shown with ~~strikethrough~~):

Land Use Types	Community Facilities		Code References
	Public/Institutional	Private	
Educational Institutions, Adult	<u>PU</u>	<u>PU</u>	

Section 13.18.050(1)a. (“Nonresidential off-street parking requirements” > “Size of parking spaces”) of Chapter 13.18 (“Off-Street Parking Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining):

a. All covered or uncovered off-street parking spaces, except as noted below, shall be a minimum clear unobstructed nine feet in width and 18 feet in length. For non-accessible parking spaces, a maximum of two and one-half feet of the minimum parking space length may be landscaped, provided that a curb, bumper, or tire stop is provided as an abutment to the landscaped area and included within the dimensions of the landscaped area.

Section 13.18.050(6) (“Nonresidential off-street parking requirements” > “Landscaping”) of Chapter 13.18 (“Off-Street Parking Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):

(6) *Landscaping.* Landscaping of parking areas shall be provided in accordance with the provisions of the applicable land use district regulations. In all cases, space within the off-street parking area not utilized for driveways, maneuvering areas, parking stalls or walkways shall be landscaped. Landscaped areas ~~hall~~shall be separated from paved driveway, parking space and maneuvering areas by a minimum six-~~inch~~-high ~~barrier~~curb, bumper, or tire stop.

The off-street parking requirements table in Section 13.18.070(a) (“Off-street parking requirements” > “Minimum requirements”) of Chapter 13.18 (“Off-Street Parking Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to add the following row in numerical order:

	Use	Minimum Parking Stalls Required
(40)	<u>Adult Day Programs</u>	<u>1 for each 200 square feet of Gross Floor Area, plus a dedicated and marked loading and unloading area of at least nine feet in width and 40 feet in length that adjoins an accessible route to an entrance to the Adult Day Program.</u>

Section 13.25.040(a)(3) (“Standards” > “Number and type of units required”) of Chapter 13.25 (“Inclusionary Housing”) of Title 13 (“Zoning”) of the Laguna

Woods Municipal Code is amended to read as follows (additions shown with underlining):

(3) Fractions of a new unit less than 0.5 shall be rounded down to the nearest whole number and fractions of a new unit equal to or greater than 0.5 shall be rounded up to the next whole number to establish the required number of new units.

Section 13.26.025(c)(1) (“Cannabis storefront retailers” > “City Permitting Requirements” > “City Permitting Requirements, Generally”) of Chapter 13.26 (“Special Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):

(1) *City Permitting Requirements – Generally.* No cannabis business shall operate as a cannabis storefront retailer without obtaining and holding in full force and effect a commercial cannabis permit from the City and such other City permits as may be required.

Applications for commercial cannabis permits shall be reviewed for conformance with this section and acted upon administratively by the City Manager. When issued, commercial cannabis permits shall be valid for a period of one year (365 calendar days) or until the date that the commercial cannabis permit is suspended and/or revoked. If any of the information listed in this subsection becomes inaccurate or incomplete during the term of the commercial cannabis permit (e.g., when ownership changes), the commercial cannabis permit shall become invalid and subject to suspension and/or revocation unless and until all inaccurate and/or incomplete information is corrected and furnished to the City, on a form provided by the City, within 15 calendar days of the date the information became inaccurate and/or incomplete. Renewal applications for commercial cannabis permits must be made at least 60 calendar days in advance of the expiration date.

In applying for commercial cannabis permits ~~or renewals thereof~~, applicants shall furnish to the City a sworn statement, upon a form provided by the City, setting forth the following information:

- a. The name of the business, including the legal name and any

fictitious business names under which the business is to be conducted;

b. The organizational structure type of the business (e.g., corporation, joint venture, limited liability company, partnership, sole proprietorship, or trust);

c. The number the business will file federal taxes under (e.g., federal employer identification number, individual taxpayer identification number, social security number, or national identification number);

d. The legal name, mailing address, telephone number, and email address of the business' primary point of contact for the City during processing of the permit application;

e. A complete list of every owner of the business, as defined by California Code of Regulations Section 15003, as amended from time to time or replaced with a successor statute, including legal name, mailing address, telephone number, and email address for each;

1. Proof that at least 51 percent of the business is owned by a single person;

2. Proof that at least half (50 percent) of the owners of the business (rounded up to the nearest whole person) own or have owned all or part of a business licensed by the State of California as a cannabis storefront retailer for a period of no less than two years (730 calendar days) prior to the date of application, during which time the license was not suspended or revoked;

f. A notarized statement from each owner of the business acknowledging that they have reviewed, had an opportunity to consult with legal counsel regarding, and agree to comply with this section, Chapter 3.18 of this Code, the City's building and zoning regulations, and all other applicable provisions of this Code and local laws;

g. A notarized statement from each owner of the business and an

authorized representative on behalf of the property owner of record for the parcel(s) where such business is to be carried on, acknowledging and agreeing that the City and its authorized representatives shall, upon showing valid City-issued photo identification if requested, have the right to access and enter the business and the parcel(s) where such business is to be carried on to make reasonable inspections scheduled in advance with either the owner of the business or the property owner of areas of the business and property not open to the public, or unscheduled inspections in areas open to the public (e.g., parking lots), to observe and enforce compliance with this section, Chapter 3.18 of this Code, the City’s building and zoning regulations, and all other applicable provisions of this Code and local laws;

h. A notarized statement from an authorized representative on behalf of the property owner of record for the parcel(s) where such business is to be carried on acknowledging (i) the nature and type of business to be conducted, and (ii) that they have reviewed, had an opportunity to consult with legal counsel, and agree to comply with this section, Chapter 3.18 of this Code, the City’s building and zoning regulations, and all other applicable provisions of this Code and local laws;

i. The legal name, mailing address, telephone number, and email address of the agent for the service of process for the business;

j. The legal name, mailing address, telephone number, and email address of the agent for the service of process for the property owner of record for the parcel(s) where such business is to be carried on;

k. A title report for the parcel(s) where such business is to be carried on, completed by a title company within the 120 calendar days prior to the date the application is received by the City;

l. A map exhibit prepared by professional land surveyor licensed to do business in California based on the title report required by the previous subsection depicting the limits of the parcel(s) where such business is to be carried on, together with the limits of all easements on the property, immediately adjacent public streets and municipal boundary lines, overlaid on a scaled, aerial image of the area taken

within the prior two years (730 days), as well as all associated shapefiles in their native electronic format;

m. Notarized statements by both the primary point of contact for the City during processing of the permit application and the single owner of at least 51 percent of the business reading “Under penalty of perjury, I hereby declare that the information contained within and submitted with this application is complete, true, and accurate. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the permit, and/or suspension or revocation of a permit issued”; and

n. Any additional information which the City Manager may require.

[In applying for renewals of commercial cannabis permits, applicants shall furnish to the City a sworn statement, upon a form provided by the City, setting forth any or all of the information required by this chapter for initial applications for commercial cannabis permits, at the discretion of the City Manager.](#)

An annual application and routine inspection fee in an amount established by resolution of the City Council shall be presented with the sworn statement submitted under this subsection. This fee shall not be considered a tax and may be adjusted from time to time to fully compensate the City for commercial cannabis permit processing-related costs, as well as the cost of up to six routine inspections by the City related to the enforcement of this section, by resolution of the City Council. For the purpose of this subsection, “processing of payments” shall mean all functions and activities that the City determines reasonably necessary to facilitate the acceptance, review, accounting, and deposit of commercial cannabis permit payments including, without limitation, personnel, consultants, transportation, security, and merchant fees incurred by the City. For the purpose of this section, “costs” includes, but is not limited to, indirect, overhead, and interfund costs as lawfully ~~in the same manner as could lawfully apply to the City’s building permit fees.~~ The City Council may establish separate annual application and routine inspection fees to account for differences in costs associated with the processing of payments made by currency or other payment instrument. In doing so, the City Council reserves the discretion to limit and adjust the types of payments that it will accept and under what terms and conditions.

If two or more initial applications for commercial cannabis permits are received for either the same parcel or parcels that are located within 600 feet of each other, as measured from the outermost boundary lines of the closest parcels, the City shall process the applications sequentially in order of the date and time received. If the earliest application received is determined to be incomplete, the City shall notify that applicant of the need for resubmittal and then begin to process the next sequential application, and so forth. The City shall process resubmittals of initial applications previously determined to be incomplete in the same manner it processes initial applications, ~~regardless of when the previous application or submittal was received.~~

Section 13.26.025(f)(12) (“Cannabis storefront retailers” > “Operations Requirements” > “Hours of Operation”) of Chapter 13.26 (“Special Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):

(12) *Hours of Operation.* Cannabis storefront retailers shall not engage in the on-site, retail sale of cannabis nor be open to any member of the public outside of the hours of six a.m. to ten p.m., Monday through Sunday, unless the parcel(s) on which they are located is (are) located within 600 feet of a residential zoned parcel, as measured from the outermost boundary lines of the closest parcels, in which case cannabis storefront retailers shall not engage in the on-site, retail sale of cannabis nor be open to any member of the public ~~outside of the hours of seven a.m. to nine p.m.~~ during the hours for which the maximum exterior noise level (dB(A)) established by Section 7.08.060 of this Code for the residential parcel(s) located within 600 feet is lower than at any other time of the day, as may change from time to time. For the purpose of this section, all on-site retail sales transactions must be complete by the closing hours specified in this subsection.

Section 13.26.050 (“Animal hospitals and clinics”) of Chapter 13.26 (“Special Regulations”) is hereby repealed from Title 13 (“Zoning”) of the Laguna Woods Municipal Code in its entirety (deletions shown with ~~strikethrough~~):

~~**Sec. 13.26.050. – Animal hospitals and clinics.**~~

~~In addition to the requirements of each district, the following performance and development standards shall apply to the establishment, maintenance and operation of animal hospitals and clinics in any district in which they are permitted:~~

- ~~(1) All animal service and confinement areas shall be in an air-conditioned and sound attenuated building.~~
- ~~(2) Air conditioning shall be sound attenuated so as to minimize the noise from within the building.~~
- ~~(3) Facilities for housing of not less than five animals shall be maintained on the premises.~~
- ~~(4) Runs shall be in an air conditioned and sound attenuated building.~~
- ~~(5) All facilities for treatment and confinement of animals shall be designed, installed or constructed and maintained in a manner meeting the approval of the Director, Animal Control, Orange County Health Care Agency.~~

*Section 13.26.150 (“Pets and animals”) of Chapter 13.26 (“Special Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining, deletions shown with **strikethrough**):*

Sec. 13.26.150. –~~Pets and animals~~ Animal structure setbacks.

In addition to the required setbacks, pens, cages, and other structures specifically for keeping animals, other than in the residence, shall be located at least 25 feet from any residential window located on an adjoining building site. Exceptions to the above may be provided for by ~~a use permit approved by the Planning Commission~~ an approved use permit. ~~(Informational note: The types, number and manner in which pets and animals are kept is to be regulated, if at all, via the Health, Sanitation, and Animal Code by the County Health Officer.)~~

Section 13.26.160 (“Residential multiple-family standards and requirements”) of Chapter 13.26 (“Special Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining):

Sec. 13.26.160. - Residential multiple-family standards and requirements.

In addition to the requirements for each district, the following procedure and standards are applicable to the construction, establishment and maintenance of any multiple-family residential project consisting of five or more dwelling units in any district in which they are permitted. The procedure and standards are not applicable to single-family and to multiple-family projects of four or less dwelling units, or to housing developed as a principal use in the Residential High Density, Residential Low Density, Residential Medium Density, or Residential Medium-Low Density overlay zoning districts.

(1) Prior to the issuance of a building permit or a grading permit, a site development permit shall be approved by the Planning Commission.

(2) The Planning Commission may approve or conditionally approve an application for a multiple-family site development permit in compliance with the public hearing and use permit procedures required by this Code, after having determined that, in accordance with any necessary conditions, the project will comply with all applicable regulations of the district in which the property is located, and with all of the following additional standards and requirements:

a. All of the infrastructure facilities shall be adequate to serve the project when all conditions are complied with, without overloading such facilities to the detriment of other uses in the vicinity.

b. Ingress and egress between the project and abutting streets shall be adequate to serve the project and shall be in compliance with the standard plans, as amended.

ITEM 8.3 – Exhibit A to Attachment A

c. Open space and recreation facilities shall be sufficient to serve the needs of the occupants and shall be in compliance with applicable City standards for open space and recreation.

d. Parking areas shall be well-lighted and shall be situated in such a manner that entrances to individual parking spaces, garages and carports will be commonly visible from dwelling units. Parking areas and facilities shall be situated in a manner that will make them more convenient for occupants to use than on-street parking.

e. Solid waste disposal stations shall be provided within Enclosed areas that will be conveniently accessible for all dwelling units and for trash pickup trucks.

f. Any additional features necessary to comply with City standards, such as screening, sound attenuation, architectural design, etc., shall comply with applicable City standards and regulations.

(3) Each multiple-family project shall be established and maintained in compliance with the approved site development permit.

13.1
ASSISTANT CITY ATTORNEY APPOINTMENT
(NO REPORT)