

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, May 20, 2026
2:00 p.m.

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

Annie McCary
Mayor

Pearl Lee
Mayor Pro Tem

Cynthia Conners
Councilmember



Shari L. Horne
Councilmember

Carol Moore
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

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

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

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

REGULAR MEETING SCHEDULE

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

AGENDA POSTING AND AVAILABILITY

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

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FOR ADDITIONAL INFORMATION

For additional information regarding this agenda, please contact the City Clerk's Office at (949) 639-0500, cityhall@cityoflagunawoods.org, or 24264 El Toro Road, Laguna Woods, CA 92637.

AFFIDAVIT OF POSTING

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

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

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

5/15/26 _____
Date

OPTIONS FOR PUBLIC COMMENTS/TESTIMONY

1. In Person

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

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

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

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

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

2. In Writing

Written public comments/testimony should be clearly marked as such and may be mailed or delivered to Laguna Woods City Hall (24264 El Toro Road, Laguna Woods, CA 92637) or sent via email (cityhall@cityoflagunawoods.org) provided that they are received by the City of Laguna Woods prior to 1:00 p.m. on the day of this meeting.

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

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

REMOTE VIEWING AND/OR LISTENING OPPORTUNITIES

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

1. Zoom (on a computer)

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

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

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

2. Zoom (on a telephone)

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

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

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

3. YouTube

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

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

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

4. Cable Television

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

I. CALL TO ORDER

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

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

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

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

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

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Asian American and Pacific Islander Heritage Month – May 2026

Recommendation: Approve and present the proclamation.

4.2 Older Adults Month – April 2026

Recommendation: Approve and present the proclamation.

4.3 Drowning Prevention Awareness Period – May-August 2026

Recommendation: Approve and present the proclamation.

4.4 Presentation – Foundation of Laguna Woods Village

Recommendation: Receive a presentation from the Foundation of Laguna Woods Village regarding the emergency help decal program.

4.5 Pride Month – June 2026

(agendized one month earlier than regularly scheduled by Administrative Policy 1.1 by Councilmember Conners)

Recommendation: Approve and present the proclamation.

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

About Public Comments on Non-Agenda Items: This is the time and place for members of the public to address the City Council on items *not* appearing on this agenda. As a reminder, each speaker will have the opportunity to speak once for up to three minutes, unless otherwise determined by the City Council.

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

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

VI. CITY TREASURER’S REPORT

6.1 City Treasurer’s Report

Recommendation: Receive and file the City Treasurer’s Report for the month of April 2026.

6.2 Quarterly Financial Report

Recommendation: Receive and file the Quarterly Financial Report for the third quarter of Fiscal Year 2025-26.

6.3 Operating Budget Excellence Award

Recommendation: Receive and file a report on the City's receipt of an Operating Budget Excellence Award for Fiscal Years 2025-26 and 2026-27 from the California Society of Municipal Finance Officers.

VII. CONSENT CALENDAR

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

Members of the public may address the City Council on any item appearing on the Consent Calendar at the time the item is considered, regardless of whether or not the item has been removed from the Consent Calendar.

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

7.1 City Council Minutes

Recommendation: Approve the City Council meeting minutes for the regular meeting on April 15, 2026.

7.2 Payment Register

Recommendation: Approve the payment register dated May 20, 2026 in the amount of \$1,187,815.40.

7.3 Animal Control and Shelter Services

Recommendation: Approve an agreement with the City of Laguna Beach for animal control and services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

7.4 As Needed Financial Consulting Services

Recommendation:

1. As permitted by Laguna Woods Municipal Code Section 3.06.100(b), waive the competitive bidding requirements set forth in Laguna

Woods Municipal Code Section 3.06.080(c) for an extension and amendment of the agreement with Irwin B. Bornstein.

AND

2. Approve an extension and amendment of the agreement with Irwin B. Bornstein for as needed financial consulting services and authorize the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney.

7.5 Law Enforcement Services

Recommendation: Approve an agreement with the County of Orange for law enforcement services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

7.6 Street Sweeping Services

Recommendation: Approve an agreement with SCA of CA, LLC for street sweeping services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

7.7 Traffic Engineering Services

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

7.8 Traffic Signal, Street Light, and City Hall Lighting Maintenance Services

Recommendation: Approve an extension of the agreement with Bear Electrical Solutions, Inc. for traffic signal, street light, and City Hall lighting maintenance services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

7.9 Software Licensing and Implementation Services

Recommendation: Approve an amendment to the existing agreement with Tyler Technologies, Inc. for software licensing and implementation services to add Software as a Service (SaaS) for human resources management and authorize the City Manager to execute the amendment, subject to approval as to form by the City Attorney.

7.10 Waste Management Consulting Services

Recommendation:

1. As permitted by Laguna Woods Municipal Code Section 3.06.100(b), waive the competitive bidding requirements set forth in Laguna Woods Municipal Code Section 3.06.080(c) for an extension of the agreement with CityGreen Consulting, LLC.

AND

2. Approve an extension of the agreement with CityGreen Consulting, LLC for waste management consulting services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

7.11 Woods End Wilderness Preserve Trail Drainage and Improvement Project

Recommendation:

1. Approve the final record plans and specifications reflecting completion of the “Woods End Wilderness Preserve Trail Drainage and Improvement Project” as prepared by the project architect and their licensed professionals.

AND

2. Accept project completion of the contract agreement with Millsten Enterprises, Inc. for the construction of the “Woods End Wilderness Preserve Trail Drainage and Improvement Project” 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 “Woods End Wilderness Preserve Trail Drainage and Improvement Project,” 35 days following recordation of the notice of completion with the County of Orange, to the extent allowed by state law.

7.12 Surveillance Cameras at the El Toro Water District’s Oso Lift Station

Recommendation: Approve a memorandum of understanding with the El Toro Water District to allow the City to install, operate, and maintain surveillance cameras at the El Toro Water District's Oso Lift Station and authorize the Mayor to execute the memorandum of understanding, subject to approval as to form by the City Attorney.

7.13 General Municipal Election

Recommendation:

1. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

AND

2. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 WITH THE GENERAL ELECTION TO BE HELD ON THE SAME DATE, PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10403

AND

3. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF THE CHARGE THAT WOULD BE LEVIED AGAINST CANDIDATES FOR A CANDIDATE STATEMENT TO BE INCLUDED IN VOTER INFORMATION GUIDES

AND

4. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, PROVIDING FOR TIE VOTES AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 TO BE RESOLVED BY LOT, IN ACCORDANCE WITH CALIFORNIA ELECTIONS CODE SECTION 15651

7.14 City Manager Professional Development Expenditures

Recommendation: Authorize expenditures from the existing General Fund budget for the City Manager's membership in the International City/County Management Association (ICMA) and registration to participate in ICMA's Annual Conference, October 17-21, 2026, in Long Beach, California, in an amount not to exceed \$2,115.

VIII. PUBLIC HEARINGS

- 8.1 Conditional Use Permit CUP-2025-0007, a request by Andrew Fogg, Esq. with Cox, Castle & Nicholson LLP for approval of a conditional use permit to amend Planning Application PA99-0027 to allow for the modification of pavement striping, markings, and legends, as well as the installation of related signage, within an existing parking lot and parking structure to increase the number of accessible and alternative vehicle parking stalls, resulting in a net increase of one parking stall, at 24361 El Toro Road, Laguna Woods, CA 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-2025-0007 TO AMEND PLANNING APPLICATION PA99-0027 TO ALLOW FOR THE MODIFICATION OF PAVEMENT STRIPING, MARKINGS, AND LEGENDS, AS WELL AS THE INSTALLATION OF RELATED SIGNAGE, WITHIN AN EXISTING PARKING LOT AND PARKING STRUCTURE TO INCREASE THE NUMBER OF ACCESSIBLE AND ALTERNATIVE VEHICLE PARKING STALLS, RESULTING IN A NET INCREASE OF ONE PARKING STALL, AT 24361 EL TORO ROAD, LAGUNA WOODS, CA 92637, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

8.2 Accessory Dwelling Units Ordinance

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA

WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010 AND 13.26.230 OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS; AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

IX. CITY COUNCIL BUSINESS

9.1 Public Participation in City Meetings and Events

Recommendation:

1. Provide direction to the City Manager on policies and procedures for public participation in City Council meetings including, but not limited to, implementation of California Senate Bill 707 (Durazo, Chapter 327, Statutes of 2025).

AND

2. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY 1.4 PERTAINING TO THE DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING MEETINGS OF THE CITY COUNCIL, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 54953.4

AND

3. As permitted by Laguna Woods Municipal Code Section 3.06.100(b), waive the competitive bidding requirements set forth in Laguna Woods Municipal Code Section 3.06.040 for the purchase of a semi-custom Americans with Disabilities Act (“ADA”)-style accessible lectern for use during City meetings and events from Key Code Media, Inc., and authorize the City Manager to make such purchase, in an amount not to exceed \$13,000.

9.2 Audit Committee

Recommendation:

1. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY 1.5 PERTAINING TO THE ESTABLISHMENT AND OPERATION OF AN AUDIT COMMITTEE OF THE CITY COUNCIL

AND

2. Appoint three members of the City Council to serve on the Audit Committee from May 20, 2026 through December 31, 2026.

AND

3. Designate members of the Audit Committee to serve as the Chair and Vice Chair of the Audit Committee from May 20, 2026 through December 31, 2026.

9.3 Road Repair and Accountability Act of 2017 Project List

Recommendation: Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A LIST OF FISCAL YEAR 2026-27 PROJECTS PROPOSED TO RECEIVE FUNDING FROM THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017'S LOCAL STREETS AND ROADS FUNDING PROGRAM (ROAD MAINTENANCE AND REHABILITATION ACCOUNT), AS REQUIRED BY CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 2034(A)(1), AND MAKING RELATED AFFIRMATIONS AND AUTHORIZATIONS

X. CITY COUNCIL REPORTS AND COMMENTS

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

10.1 Coastal Greenbelt Authority

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

10.2 Orange County Fire Authority
Councilmember Horne

10.3 Orange County Library Advisory Board
Councilmember Moore; Alternate: Mayor McCary

10.4 Orange County Mosquito and Vector Control District
Mayor Pro Tem Lee

10.5 San Joaquin Hills Transportation Corridor Agency
Councilmember Conners; Alternate: Mayor Pro Tem Lee

10.6 South Orange County Watershed Management Area
Councilmember Moore; Alternate: Mayor McCary

10.7 Other Comments and Reports

- Orange County Sheriff's Advisory Council Medal of Valor Awards Ceremony, April 16, 2026 – Mayor McCary and Mayor Pro Tem Lee
- California Joint Powers Insurance Authority (CJPIA) Elected Officials Summit, April 29-May 1, 2026 – Councilmember Moore
- Southern California Association of Governments (SCAG) 2026 General Assembly, May 7, 2026 – Councilmember Moore
- Other Comments and Reports

XI. CLOSED SESSION

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

11.1 The City Council will meet in closed session under the authority of California Government Code Section 54957(b)(1) to consider the following: Public Employee Performance Evaluation – City Manager.

11.2 The City Council will meet in closed session under the authority of California Government Code Section 54957.6 to conference with its labor negotiator.

City designated representative: Alisha Patterson, City Attorney
Unrepresented employee: City Manager

XII. CLOSED SESSION REPORT

XIII. ADJOURNMENT

Next Regular Meeting: Wednesday, June 17, 2026 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, CA 92637

4.1
ASIAN AMERICAN AND PACIFIC ISLANDER
HERITAGE MONTH
– MAY 2026

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City of Laguna Woods

Asian American and Pacific Islander Heritage Month May 2026

Proclamation

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

WHEREAS, Asian Americans and Pacific Islanders are one of the fastest growing ethnic populations in the state of California; and

WHEREAS, Cantonese, Chinese, Indian, Iranian, Japanese, Korean, Taiwanese, and other Asian Americans and Pacific Islanders represent more than 20 percent of the population of Laguna Woods; and

WHEREAS, Asian American and Pacific Islander clubs and communities throughout Laguna Woods actively promote cultural heritage and understanding; and

WHEREAS, Asian Americans and Pacific Islanders have a proud legacy of service and dedication to our community, state, and country.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim May 2026 as “Asian American and Pacific Islander Heritage Month” in the City of Laguna Woods and encourages reflection on the accomplishments that Asian Americans and Pacific Islanders have made throughout history.

Dated this 20th day of May 2026

Annie McCary
Mayor

Attest: Yolie Trippy
City Clerk

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4.2
OLDER ADULTS MONTH
– MAY 2026

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City of Laguna Woods
Older Americans Month
May 2026

Proclamation

WHEREAS, Laguna Woods is a unique community with an average age of 75; and

WHEREAS, throughout their lives, the residents of Laguna Woods have made countless contributions and sacrifices to ensure a better life for future generations; and

WHEREAS, the City of Laguna Woods recognizes that older adults are trailblazers — advocating for themselves, their peers, and their communities — and paving the way for future generations; and

WHEREAS, the City of Laguna Woods is committed to raising awareness about issues facing older adults and helping older adults to thrive in communities of their choice for as long as possible; and

WHEREAS, our community can provide opportunities to enrich the lives of individuals of all ages by promoting and engaging in activity, wellness, and social involvement; emphasizing home- and community-based services that support independent living; and, ensuring that others can benefit from the contributions and experience of older adults.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim May 2026 as “Older Americans Month” in the City of Laguna Woods and encourages the recognition of older adults and the people who serve them as being powerful and vital to the fabric of our country.

Dated this 20th day of May 2026

Annie McCary
Mayor

Attest: Yolie Trippy
City Clerk

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4.3
DROWNING PREVENTION AWARENESS
PERIOD
– MAY-AUGUST 2026

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City of Laguna Woods
**Drowning Prevention
Awareness Period
May-August 2026**

Proclamation

WHEREAS, in the United States, unintentional drowning has seen a concerning rise, with over 4,500 deaths each year from 2020 to 2022, marking an increase of 500 annual fatalities compared to 2019; and

WHEREAS, drowning is a leading cause of injury-related deaths among children under five in California, with approximately 60 children in this age group losing their lives to drowning each year; and

WHEREAS, for every child who dies from drowning, another seven receive emergency care for non-fatal submersion injuries, which can result in long-term disabilities; and

WHEREAS, drowning can occur silently and swiftly, often in as little as 20 to 60 seconds; and

WHEREAS, drowning can occur in as little as two inches of water, including inflatable and built-in swimming pools, spas, bath tubs, buckets, the ocean, lakes, and anywhere else there is water; and

WHEREAS, the themes of the Orange County Fire Authority's 2025 water safety campaign are "Always Watch the Water" and "Never Swim Alone"; and

WHEREAS, the Orange County Fire Authority's "ABCs of Water Safety" program is intended to increase public awareness regarding proper procedures to prevent the needless tragedy of drowning.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim May-August 2026 as "Drowning Awareness Prevention Period" in the City of Laguna Woods and encourages all residents, businesses, and homeowners associations to become partners in preparedness by increasing their knowledge of proper safety measures in drowning prevention.

Dated this 20th day of May 2026

Annie McCary
Mayor

Attest: Yolie Trippy
City Clerk

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4.4
PRESENTATION
– FOUNDATION OF LAGUNA WOODS
VILLAGE

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FOUNDATION OF LAGUNA WOODS

Window decals for residents who need help available free

In emergencies, the stickers can alert neighbors, first responders

In May, the Foundation of Laguna Woods Village will introduce a new initiative that directly speaks to its motto, "Neighbors Helping Neighbors."

It is an emergency decal program intended to help identify residents who might need extra assistance in the event of a major emergency, such as a fire or an earthquake, or a smaller one, such as a power outage.

The emergency decal is a window cling that should be placed on a window near the front door of a manor.

A window cling is a vinyl graphic that adheres or sticks to a smooth surface such as glass and is easily removed.

Since neighbors are often the first responders on a scene, having these decals can help them know exactly who to check on during such events.

The decals are also intended to help professional first responders, though it's important to remember that first responders triage each situation based on the severity of the emergency and their available personnel and resources.

Using the decal is voluntary and free of charge; it is purely informational and does not guarantee a rescue or create a legal duty to help. The Foundation of Laguna Woods Village is not a first responder and is only providing the emergency decal as part of a community education effort.

The decals will be

See FOUNDATION on Page A2

FOUNDATION

From Page 1

distributed via the Garden Villa Association, Laguna Woods Village Social Services and the Village Meals on Wheels Program.

If a resident wants to request a decal, the Foundation of Laguna Woods Village can be contacted at foundationlwv@gmail.com or 949-268-2246.

For more information about the Foundation of Laguna Woods Village or its "Planning for the Unpredictable" video series, visit foundationoflagunawoodsvillage.org and select the "Disaster Preparedness" tab, which lists a series of YouTube videos on emergency preparedness.

Call the foundation at 949-268-2246 or email foundationlwv@gmail.com if you need further information.

Neighbors helping neighbors stay safe starts with you.

— Submitted by Marcy Sheinwold

(Originally appeared in the *Laguna Woods Globe* on April 23, 2026)



4.5

PRIDE MONTH

– JUNE 2026

**(AGENDIZED ONE MONTH EARLIER THAN
REGULARLY SCHEDULED BY ADMINISTRATIVE
POLICY 1.1 BY COUNCILMEMBER CONNERS)**

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City of Laguna Woods
Pride Month
June 2026

Proclamation

WHEREAS, Laguna Woods draws strength and vitality from the diversity of those who live, work, visit, and otherwise contribute to our community; and

WHEREAS, diversity, reason, and respect are hallmarks of a civilized society and vital to maintaining the extraordinary character of our community; and

WHEREAS, there are residents, members of the business community, and others who are a part of the lesbian, gay, bisexual, and transgender community; and

WHEREAS, Pride Month is an opportunity to reflect on the ways that we all come together with a commitment to mutual respect and consideration; and

WHEREAS, the City of Laguna Woods opposes discrimination in all its forms and supports the fair and equitable treatment of all people.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim June 2026 as “Pride Month” in the City of Laguna Woods and encourages individuals to support understanding, to fight prejudice and discrimination in their own lives, and to treat others with dignity and respect.

Dated this 20th day of May 2026

Annie McCary
Mayor

Attest: Yolie Trippy
City Clerk

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6.1 CITY TREASURER'S REPORT

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City Treasurer's Report

Monthly Financial Snapshot

Financial Assets IN THE BANK as of April 30, 2026

BY FUND

General Fund (Operating) **\$6,809,272**

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

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

Special Revenue Funds **\$2,637,877**

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) **\$14,098,749**

BY INVESTMENT TYPE

Cash and Cash Equivalents **\$1,011,527**
7.17% of portfolio

Pooled Money Investment Accounts **\$6,995,766**
49.62% of portfolio

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

Investments - Earning **\$6,091,456**
43.21% of portfolio

This includes certificates of deposit.

Total (All Funds) **\$14,098,749**

Financial Assets HELD IN TRUST FUNDS as of April 30, 2026

California Employers' Pension Prefunding Trust Fund (CEPPT) **\$603,043**

• **New Contributions** **\$0**

• **Gain/(Loss) from Month Prior** **\$28,866**

The CEPPT is used to prefund employee pension obligations.

California Employers' Retiree Benefit Trust Fund (CERBT) **\$167,174**

• **New Contributions** **\$0**

• **Gain/(Loss) from Month Prior** **\$6,636**

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 April 30, 2026

ITEM 6.1

CASH AND INVESTMENTS

	Beginning Balances As of 03/31/26	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 04/30/26	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	\$ 745,956	\$ 1,384,084	\$ (1,187,815)	\$ -	\$ 942,225	6.68%	
Money Market Funds, Multi-Bank Securities (MBS) Account (Note 4)	\$ 20,663	\$ 38,487	\$ (21,540)	\$ -	\$ 37,611	0.27%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 47,019	\$ 20,857	\$ (38,487)	\$ -	\$ 29,390	0.21%	
Petty Cash	\$ 800	\$ -	\$ (116)	\$ -	\$ 684	0.00%	
Laguna Woods Civic Support Fund Checking Account	\$ 1,414	\$ 300	\$ (96)	\$ -	\$ 1,618	0.01%	
Total Cash and Cash Equivalents	\$ 815,853	\$ 1,443,728	\$ (1,248,054)	\$ -	\$ 1,011,527	7.17%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF - fair value) (Notes 2 and 3)	\$ 3,275,278	\$ 34,229	\$ -	\$ (5,602)	\$ 3,303,905	23.43%	
California Asset Management Program (CAMP - fair value) (Notes 2 and 3)	\$ 3,680,417	\$ 11,445	\$ -	\$ -	\$ 3,691,861	26.19%	
Total Pooled Money Investment Accounts	\$ 6,955,695	\$ 45,674	\$ -	\$ (5,602)	\$ 6,995,766	49.62%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit - non-negotiable (fair value) (Note 2)	\$ 6,096,292	\$ -	\$ -	\$ (4,836)	\$ 6,091,456	43.21%	
Total Investments - Interest and Income Bearing	\$ 6,096,292	\$ -	\$ -	\$ (4,836)	\$ 6,091,456	43.21%	90.00%
TOTAL	\$ 13,867,840	\$ 1,489,402	\$ (1,248,054)	\$ (10,439)	\$ 14,098,749	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (1,694,034)	\$ 2,636,259	\$ 942,225
Money Market Funds, MBS Account	\$ 37,611	\$ -	\$ 37,611
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 29,390	\$ -	\$ 29,390
Petty Cash	\$ 684	\$ -	\$ 684
LAIF	\$ 3,303,905	\$ -	\$ 3,303,905
CAMP	\$ 3,691,861	\$ -	\$ 3,691,861
Certificates of Deposit	\$ 6,091,456	\$ -	\$ 6,091,456
Laguna Woods Civic Support Fund Checking Account	\$ -	\$ 1,618	\$ 1,618
Totals	\$ 11,460,872	\$ 2,637,877	\$ 14,098,749

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



City of Laguna Woods

City Treasurer's Report

For the Month Ended April 30, 2026

ITEM 6.1

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)														
87868YAQ6	2023-7	TECHNOLOGY CR UN	36 months	05/19/23	05/30/23	245,000	245,250	245,000	5.000	Monthly	07/01/23	Green***	5.000	05/29/26
32022RRG4	2022-4	1ST FINL BK USA	48 months	06/15/22	06/24/22	245,000	244,743	245,000	3.150	Monthly	07/24/22	Green*	3.150	06/24/26
15643VAH5	2025-9	CENTRIS FED CR UN	12 months	09/26/25	10/03/25	245,000	244,919	245,000	3.900	Monthly	11/03/25	Green*	3.900	10/05/26
2546733P9	2023-5	CAPITAL ONE NATL ASSN (Note 4)	48 months	03/30/23	04/05/23	245,000	246,909	245,000	4.800	Semi-Annual	10/05/23	Green***	4.800	04/05/27
06051XSZ6	2025-2	BANK OF AMERICA NA	24 months	04/04/25	04/10/25	245,000	245,196	245,000	4.000	Semi-Annual	10/10/25	Green*	4.000	04/12/27
84464PCD7	2025-4	SOUTHPOINT BK	24 months	04/24/25	04/29/25	235,000	235,230	235,000	4.000	Monthly	05/29/25	Green***	4.000	04/29/27
50625LBN2	2022-3	LAFAYETTE FED CR	60 months	05/24/22	06/15/22	245,000	243,234	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	245,600	245,000	4.100	Monthly	09/21/24	Green***	4.100	08/21/27
05612LED0	2025-3	BMW BK NORTH AMERICA	30 months	04/04/25	04/11/25	245,000	245,257	245,000	4.000	Semi-Annual	10/11/25	Green***	4.000	10/12/27
14042RUX7	2022-5	CAPITAL ONE NATL ASSN	60 months	10/06/22	10/13/22	245,000	246,894	245,000	4.500	Semi-Annual	04/13/23	Green*	4.500	10/13/27
22282XAB6	2024-1	COVANTAGE CR UN	48 months	01/12/24	01/24/24	245,000	245,436	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	202,348	200,000	4.600	Monthly	04/08/23	Green*	4.600	03/08/28
919853QJ3	2025-5	VALLEY NATL BK	36 months	05/08/25	05/13/25	245,000	245,260	245,000	4.000	Semi-Annual	11/13/25	Green***	4.000	05/15/28
89854LAD5	2023-8	TTCU FED CR UN	60 months	07/19/23	07/26/23	245,000	250,503	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	253,281	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	247,185	245,000	4.300	Semi-Annual	09/13/24	Green***	4.300	03/13/29
88241TVY3	2025-7	TEXAS EXCHANGE BK	48 months	05/08/25	05/16/25	245,000	245,311	245,000	4.000	Monthly	06/16/25	Green*	4.000	05/23/29
89235MPP0	2024-4	TOYOTA FINL SVGS BK	60 months	06/04/24	06/13/24	245,000	249,829	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	245,147	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	246,433	245,000	4.200	Semi-Annual	07/29/25	Green***	4.200	01/29/30
05584CXB7	2025-6	BNY MELLON NATL ASSN	60 months	05/08/25	05/14/25	245,000	243,613	245,000	3.900	Semi-Annual	11/14/25	Green***	3.900	05/14/30
58404DXQ9	2025-8	MEDALLION BK	60 months	05/12/25	05/22/25	245,000	245,000	245,000	4.050	Monthly	06/22/25	Green***	4.050	05/22/30
38151PAL5	2025-10	GOLDMAN SACHS BK	60 months	09/30/25	10/08/25	245,000	241,955	245,000	3.750	Semi-Annual	04/08/26	Green*	3.750	10/08/30
61776NE82	2025-11	MORGAN STANLEY PRIVATE BANK	60 months	11/13/25	11/19/25	245,000	242,447	245,000	3.800	Semi-Annual	05/19/25	Green***	3.800	11/19/30
59013LKJ2	2026-1	MERRICK BK	60 months	03/27/26	03/31/26	245,000	244,476	245,000	4.000	Monthly	05/01/26	Green*	4.000	03/31/31
Accrued Interest - Month End						29,390								
Total CDs						6,070,000	6,120,845	6,070,000						

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

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

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

N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	3,303,968	3,303,905	3,303,968	Note 3	Quarterly	N/A	N/A	N/A	N/A
N/A	N/A	California Asset Management Program (CAMP)	N/A	Various	Various	3,691,861	3,691,861	3,691,861	Note 3	Monthly	N/A	N/A	N/A	N/A
Total PMIA						6,995,829	6,995,766	6,995,829						

(See NOTES on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
For the Month Ended April 30, 2026

ITEM 6.1

CASH AND INVESTMENTS

	Beginning Balances As of 03/31/26	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 04/30/26
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (Note 2) (CERBT holds all assets and administers the OPEB Trust)	\$ 160,538	\$ -	\$ (9)	\$ 6,646	\$ 167,174
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>\$ 574,177</u>	<u>\$ -</u>	<u>\$ (112)</u>	<u>\$ 28,978</u>	<u>\$ 603,043</u>
Total Other Funds - Held in Trust	<u>\$ 734,716</u>	<u>\$ -</u>	<u>\$ (122)</u>	<u>\$ 35,624</u>	<u>\$ 770,217</u>

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



City of Laguna Woods
City Treasurer's Report
For the Month Ended April 30, 2026

ITEM 6.1

CASH AND INVESTMENTS

Notes:

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

Note 2 - During April 2026, transaction activity in pooled money investment accounts, investment accounts and fiduciary trusts included:

LAIF / The City made no deposits to or withdrawals from the LAIF account. The balance, as previously adjusted for fair market value, was adjusted by (\$5,602.25) to reflect the fair market value of the investment at March 31, 2026. The fair market value of the investment at March 31, 2026 is (\$62.68) .

CAMP / The City made no deposits to or withdrawals from the CAMP account. Interest earned and posted in April 2026 was \$11,444.56.

Investments / There were no maturities of investments. Investments were adjusted in the amount of (\$4,836.35) to report balances at fair market value as of April 30, 2026.

OPEB Trust / The City made no contributions to or withdrawals from the OPEB Trust. The OPEB Trust experienced a net gain of \$6,636.11 in April 2026.

Employer Pension Contributions Trust / The City made no contributions to or withdrawals from the CEPPT account. The Trust experienced a net gain of \$28,865.71 in April 2026.

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

Pool	Earnings Post	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month Gross Yield	Current Month / Quarter Earnings Will Post	Notes
LAIF	Quarterly	\$34,229.17	January 1, 2026 thru March 31, 2026	3.811%	July 2026	The pool interest yield for April 2026 was 3.811% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
CAMP	Monthly	\$11,444.56	April 30, 2026	3.780%	May 2026	The monthly distribution yield for April 2026 was 3.780%. Earnings are paid on a monthly basis.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$38,487.14 and transferred out \$21,539.65 in Money Market Funds balances to the City's checking account in April 2026. Money Market Funds to be invested or paid out are classified separately on page 1 of 4. The Money Market Funds 30-day yield at April 30, 2026 was 2.71%. The City's portfolio also has \$29,389.58 in accrued interest, not yet vested.

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

City Treasurer's Certification

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

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

Digitally signed by
Elizabeth Torres
Date: 2026.05.14
19:18:18 -07'00'

Elizabeth Torres, City Treasurer

6.2

QUARTERLY FINANCIAL REPORT

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City of Laguna Woods
Fiscal Year 2025-26 Third Quarter Financial Report
Quarter Ended March 31, 2026
(75% of Year Elapsed - Unaudited Amounts)

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 @ 03/31/26	Actual % of Budget	Variance Explanation
Revenues:				
Property Tax	\$ 3,705,800	\$ 1,939,952	52%	Note 1
Property Transfer Tax	130,000	76,251	59%	Note 2
Sales Tax	1,239,000	772,938	62%	Note 3
Cannabis Business Tax	1,200,000	1,172,242	98%	
Franchise Fees	883,200	450,456	51%	Note 4
Transient Occupancy Tax	597,900	359,976	60%	Note 5
Development Processing Fees	887,000	667,127	75%	
Interest	395,000	284,193	72%	
Miscellaneous	265,300	134,046	51%	Note 6
Total Revenues	9,303,200	5,857,181	63%	
Expenditures:				
City Council	22,167	16,549	75%	
General Government	1,591,864	858,099	54%	
Administrative Services	593,935	396,569	67%	
Engineering & Infrastructure Services	470,600	235,446	50%	
Planning & Environmental Services	2,263,799	1,401,601	62%	
Public Safety Services	3,907,119	2,667,709	68%	
Information Technology & Cyber Security	42,869	3,002	7%	
Total Expenditures	8,892,353	5,578,975	63%	
Transfers from Other Funds	153,767	153,767	100%	
Transfers to Other Funds	2,605,359	2,605,359	100%	
Net Change in Fund Balance	(2,040,745)	(2,173,386)		
Beginning Fund Balance	11,070,164	11,070,164		
Ending Fund Balance	\$ 9,029,419	\$ 8,896,778		

Fund Balance Detail:	June 30, 2025	June 30, 2026	
Nonspendable - Prepaid Items	\$ 31,869	\$ -	
Restricted			
Employee Benefits	298,114	298,114	
SMIP 5%	2,942	2,942	
SB1473 10%	1,921	1,921	
SB1473 10%	24	24	
Committed			
Waste Diversion	63,083	63,083	
Assigned			
Paid Leave Contingency	147,189	147,189	No change during quarter
Self Insurance Contingency	50,000	500,000	Note 14
General Fund Contingency	3,556,511	4,004,411	Equals 50% of budgeted revenues (Three contingency accounts combined)
Unassigned	6,918,511	3,879,094	
Total	\$ 11,070,164	\$ 8,896,778	



City of Laguna Woods
Fiscal Year 2025-26 Third Quarter Financial Report
Quarter Ended March 31, 2026
(75% of Year Elapsed - Unaudited Amounts)

Other Funds				
	Amended Budget	YTD Actual @ 03/31/26	Actual % of Budget	Variance Explanation
<u>Fuel Tax</u>				
Revenues	\$ 529,000	\$ 341,450	65%	Note 7
Expenditures	404,557	263,418	65%	
Net Change	124,443	78,032		
Beginning Fund Balance	572,737	572,737		
Ending Fund Balance	<u>\$ 697,180</u>	<u>\$ 650,769</u>		
<u>Road Maintenance & Rehabilitation Program</u>				
Revenues	\$ 510,600	\$ 294,559	58%	Note 7
Expenditures	530,817	394,064	74%	
Net Change	(20,217)	(99,505)		
Beginning Fund Balance	1,398,055	1,398,055		
Ending Fund Balance	<u>\$ 1,377,838</u>	<u>\$ 1,298,550</u>		
<u>Measure M2 (OC Go)</u>				
Revenues	\$ 332,600	\$ 226,237	68%	Note 8
Expenditures	267,780	176,949	66%	
Net Change	64,820	49,288		
Beginning Fund Balance	296,758	296,758		
Ending Fund Balance	<u>\$ 361,578</u>	<u>\$ 346,046</u>		
<u>Service Authority for Abandoned Vehicles (SAAV)</u>				
Revenues	\$ 1,000	\$ 395	40%	
Expenditures	-	-	-	
Net Change	1,000	395		
Beginning Fund Balance	42,209	42,209		
Ending Fund Balance	<u>\$ 43,209</u>	<u>\$ 42,604</u>		
<u>Supplemental Law Enforcement Services Act (SLESA)</u>				
Revenues	\$ 200,400	\$ 201,747	101%	
Expenditures	231,600	173,700	75%	
Net Change	(31,200)	28,047		
Beginning Fund Balance	56,672	56,672		
Ending Fund Balance	<u>\$ 25,472</u>	<u>\$ 84,719</u>		
<u>Mobile Source Reduction</u>				
Revenues	\$ 28,000	\$ 19,665	70%	
Expenditures	10,000	810	8%	
Net Change	18,000	18,855		
Beginning Fund Balance	138,757	138,757		
Ending Fund Balance	<u>\$ 156,757</u>	<u>\$ 157,612</u>		



City of Laguna Woods
Fiscal Year 2025-26 Third Quarter Financial Report
Quarter Ended March 31, 2026
(75% of Year Elapsed - Unaudited Amounts)

	Amended Budget	YTD Actual @ 03/31/26	Actual % of Budget	Variance Explanation
<u>PEG/Cable Television</u>				
Revenues	\$ 16,400	\$ 2,374	14%	Note 9
Expenditures	15,000	-	0%	
Net Change	1,400	2,374		
Beginning Fund Balance	86,417	86,417		
Ending Fund Balance	<u>\$ 87,817</u>	<u>\$ 88,791</u>		
<u>Senior Mobility</u>				
Revenues	\$ 424,900	\$ 71,702	17%	Note 8, 10
Expenditures	652,598	334,327	51%	
Transfer In from General Fund	406,052	406,052	100%	
Net Change	178,354	143,427		
Beginning Fund Balance	24,021	24,021		
Ending Fund Balance	<u>\$ 202,375</u>	<u>\$ 167,448</u>		
<u>Community Development Block Grant (CDBG)</u>				
Revenues	\$ 500,000	\$ -	0%	Note 11
Expenditures	500,000	292,466	58%	
Net Change	-	(292,466)		
Beginning Fund Balance	-	-		
Ending Fund Balance	<u>\$ -</u>	<u>\$ (292,466)</u>		
<u>Federal Grants Programs Fund</u>				
Revenues	\$ 277,000	\$ 233,233	84%	Note 12
Expenditures	233,233	233,233	100%	Note 12
Net Change	43,767	-		
Beginning Fund Balance	-	-		
Ending Fund Balance	<u>\$ 43,767</u>	<u>\$ -</u>		
<u>State of California Grants</u>				
Revenues	\$ 388,000	\$ 200,427	52%	Note 13
Expenditures	274,924	51,798	19%	
Net Change	113,076	148,629		
Beginning Fund Balance	(200,374)	(200,374)		
Ending Fund Balance	<u>\$ (87,298)</u>	<u>\$ (51,745)</u>		
<u>Miscellaneous Special Revenue Fund</u>				
Revenues	\$ 400	\$ 76	19%	
Expenditures	-	-	-	
Net Change	400	76		
Beginning Fund Balance	362	362		
Ending Fund Balance	<u>\$ 762</u>	<u>\$ 438</u>		



City of Laguna Woods
Fiscal Year 2025-26 Third Quarter Financial Report
Quarter Ended March 31, 2026
(75% of Year Elapsed - Unaudited Amounts)

	Amended Budget	YTD Actual @ 03/31/26	Actual % of Budget	Variance Explanation
Capital Projects				
Revenues	\$ 85,000	\$ 28,783	34%	
Expenditures	2,886,407	645,694	22%	
Transfer In from General Fund	2,199,307	2,199,307	100%	
Transfer Out to General Fund	153,767	153,767	100%	
Net Change	(755,867)	1,428,629		
Beginning Fund Balance	1,224,372	1,224,372		
Ending Fund Balance	<u>\$ 468,505</u>	<u>\$ 2,653,001</u>		

Capital Projects Expenditure Detail:

City Centre Park Enhancement Project	\$ 66,936	\$ 54,754	82%
Circulation Improvement Project	25,838	15,828	61%
CIP - Woods End Wilderness Trail Drainage and Improvement Project	365,280	240,167	66%
Transit Shelter & Street Furniture Project	75,000	6,000	8%
CIP - Paseo De Valencia-Moulton Parkway Confluence Bypass Corridor Project	109,946	1,893	2%
Pavement Management Plan Project FY 25-26	93,700	59,814	64%
Public Works Warehouse Project	50,000	-	0%
City Hall Refurb Safety: Ph 4	445,360	207,536	47%
City Hall Refurb Safety: Ph 5	1,604,347	42,293	3%
City Hall Complex Parking Lot Improvement Project	50,000	17,409	35%
	<u>\$ 2,886,407</u>	<u>\$ 645,694</u>	22%

Notes:

1. Includes only the first of two substantial property tax payments; second was received in May
2. Includes July through February revenue; March revenue was received in April
3. Represents July through January revenue; February revenue was received in April
4. Represents two full quarters and one partial quarter of revenue due to franchise fee payment timing
5. Includes July through February revenue; March revenue was received in April
6. Includes only the first of two waste and recycling services reimbursements from CR&R; second was received in April
7. Represents July through February revenue; March revenue was received in April
8. Represents July through February Measure M2 revenue and earned interest income; March and April Measure M2 revenue will be received in May
9. Represents two quarters of PEG fees and earned interest income; third quarter PEG fees from Golden Rain Foundation were received in April
10. Pending reimbursement from the OCTA EMSD Grant; revenues are received after expenditures are incurred and submitted for reimbursement
11. Reimbursable grant; revenues are received after expenditures are incurred and submitted for reimbursement; received 48% of the budgeted amount in April
12. ARPA funds were fully spent and recognized as revenue
13. Reimbursable grant; revenues are received after expenditures are incurred and submitted for reimbursement
14. Reserve amount was increased with City Council approval on August 20, 2025 (Resolution No. 25-25)

6.3

OPERATING BUDGET EXCELLENCE AWARD

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California Society of Municipal Finance Officers

Certificate of Award

Operating Budget Excellence Award Fiscal Years 2025-2026 & 2026-2027

Presented to the

City of Laguna Woods

For meeting the criteria established to achieve a CSMFO Award in Budgeting.

February 5, 2026



Jennifer Wakeman

***Jennifer Wakeman
2025 CSMFO President***

James Russell-Field

***James Russell-Field, Chair
Recognition Committee***

Dedicated to Excellence in Municipal Financial Reporting

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**CITY OF LAGUNA WOODS
PRESS RELEASE**

City of Laguna Woods Receives Operating Budget Excellence Award

FOR IMMEDIATE RELEASE

May 1, 2026

LAGUNA WOODS, CA – The City of Laguna Woods is pleased to announce that it has received the California Society of Municipal Finance Officers’ “Operating Budget Excellence Award” for its Fiscal Years 2025-27 Operating Budget.

The operating budget is where the City of Laguna Woods budgets property tax, sales tax, cannabis business tax, Measure M2 proceeds, and other funds that support day-to-day operations, including the Orange County Sheriff’s Department’s law enforcement services, building safety services, public road and park maintenance services, and the free notary and document shredding services available to residents at Laguna Woods City Hall.

The California Society of Municipal Finance Officers is a statewide organization that serves local government finance professionals. The Operating Budget Excellence Award is earned by cities and other jurisdictions that meet certain “best practices” for robust, well-structured, and transparent operating budgets. Two levels of awards are bestowed with the Operating Budget Excellence Award being the highest of the levels.

“The City of Laguna Woods is proud to have a balanced operating budget, free of debt service obligations,” said Christopher Macon, Laguna Woods City Manager. “Best practices from the California Society of Municipal Finance Officers are among the tools we use to ensure our financial decision-making is responsible, prudent, and accessible to taxpayers.”

The City of Laguna Woods has received the Operating Budget Excellence Award for every fiscal year beginning with Fiscal Year 2015-16.

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7.0 CONSENT CALENDAR SUMMARY

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: May 20, 2026 City Council Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the May 20, 2026 Consent Calendar by single motion and City Council action.

Background

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

Members of the public may address the City Council on any item appearing on the Consent Calendar at the time the item is considered, regardless of whether or not the item has been removed from the Consent Calendar.

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

Summary

The May 20, 2026 Consent Calendar contains the following items:

7.1 City Council Minutes

Approval of the City Council meeting minutes for the regular meeting on April 15, 2026.

7.2 Payment Register

Approval of the payment register dated May 20, 2026 in the amount of \$1,187,815.40. A list of payments is included in the agenda packet; detailed information about individual payments is available at or from City Hall.

7.3 Animal Control and Shelter Services

Approval of an agreement with the City of Laguna Beach for animal control and services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The City has contracted with the City of Laguna Beach for animal control and shelter services since October 2000. The proposed agreement includes a comparable level of service to the current fiscal year, at an annual cost of \$129,060 (a \$4,668, or approximately 3.75%, increase from the current fiscal year's cost of \$124,392). The proposed agreement includes new language (including indemnification obligations) that would allow the City of Laguna Beach to provide periodic training and education services to Village Management Services staff related to animal control and coyote hazing (e.g., training security staff to use compressed-air devices that deploy high-velocity water pellets). The term of the proposed agreement is for one year through June 30, 2027.

7.4 As Needed Financial Consulting Services

[1] As permitted by Laguna Woods Municipal Code Section 3.06.100(b), waiver of the competitive bidding requirements set forth in Laguna Woods Municipal Code Section 3.06.080(c) for an extension and amendment of the agreement with Irwin B. Bornstein. 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. Mr. Bornstein is a highly qualified finance professional and Certified Public Accountant. He earned a Master of Business Administration degree from Stanford University and has worked in management roles for the cities of Anaheim, Whittier, and Mission Viejo, where he retired in 2011 as Assistant City Manager/Administrative Services Director. Mr. Bornstein has provided as needed financial consulting services to the City for several years, and also provides or has provided similar services to the cities of Laguna Hills, Laguna Niguel, Placentia, San Marino, Stanton, Westminster, and others. Due to the continuing need for the services provided by Mr. Bornstein and Mr. Bornstein's qualifications and past performance, staff recommends waiving competitive bidding requirements for the proposed extension and amendment.

AND

[2] Approval of an extension and amendment of the agreement with Irwin B. Bornstein for as needed financial consulting services and authorization for the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney. The proposed extension is for one year through June 30, 2027, with a \$10 per hour rate increase.

Mr. Bornstein's hourly rate has not increased since July 1, 2025.

7.5 Law Enforcement Services

Approval of an agreement with the County of Orange for law enforcement services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The proposed agreement includes a comparable level of service to the current fiscal year, at an annual cost of \$3,634,846 (a \$45,851, or approximately 1.28%, increase from the current fiscal year's cost of \$3,588,995). The cost will increase during the upcoming fiscal year, after the County of Orange reaches new labor agreements with its public safety bargaining units. The proposed agreement increases the overtime budget by 128 hours to accommodate standby services for more frequently occurring protests and assemblies. The term of the proposed agreement is for one year through June 30, 2027.

7.6 Street Sweeping Services

Approval of an agreement with SCA of CA, LLC for street sweeping services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. A Request for Proposals for street sweeping services was released on March 26, 2026 with proposals due by April 17, 2026. Two proposals were received (CMAX Commercial Maintenance, Inc. and SCA of CA, LLC). After reviewing both proposals, staff recommends that the City Council award the proposed agreement to SCA of CA, LLC due to factors including, but not limited to, cost and past performance. SCA of CA, LLC has provided street sweeping services to the City since assuming the former agreement with Jonset Corporation d/b/a Sunset Property Services on April 22, 2022 (the existing agreement will end on June 30, 2026). SCA of CA, LLC provides or has provided similar services for the County of Orange and the cities of Aliso Viejo, Laguna Hills, Mission Viejo, and Newport Beach. The term of the proposed agreement is for a four-year period through June 30, 2030, with the potential for additional extensions through June 30, 2032.

*Table 1: Cost Proposals Received – Street Sweeping Services**

Proposer	Routine Services	As Needed Services
CMAX Commercial Maintenance, Inc.	\$1,200 per week	\$350 per hour
SCA of CA, LLC	\$896.10 per week	\$195 per hour

* The costs in Table 1 would increase as set forth in Exhibit B of the proposed agreement.

7.7 Traffic Engineering Services

Approval of an agreement with Iteris, Inc. for traffic engineering services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. A Request for Proposals for traffic engineering services was released on March 26, 2026 with proposals due by April 17, 2026. Despite directly distributing the Request for Proposals to 14 firms and publishing a public notice in the *Laguna Woods Globe*, no

proposals were received prior to the deadline. The City subsequently contacted Iteris and negotiated the proposed agreement. Iteris has provided traffic engineering services to the City since 2012, first as a subcontractor to CivilSource (through August 18, 2020) and subsequently as a direct contractor (the existing agreement will end on June 30, 2026). Iteris provides or has provided similar services for the cities of Anaheim, Irvine, Laguna Niguel, Lake Forest, and Seal Beach, as well as the Orange County Transportation Authority. The term of the proposed agreement is for a three-year period through June 30, 2029, with the potential for additional extensions through June 30, 2031.

7.8 Traffic Signal, Street Light, and City Hall Lighting Maintenance Services

Approval of an extension of the agreement with Bear Electrical Solutions, Inc. for traffic signal, street light, and City Hall lighting maintenance services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The City Council approved the existing agreement with Bear Electrical Solutions on June 28, 2023. The term of the proposed extension is for a two-year period through June 30, 2028, as allowed by the existing agreement, with no other changes to terms and conditions.

7.9 Software Licensing and Implementation Services

Approval of an amendment to the existing agreement with Tyler Technologies, Inc. for software licensing and implementation services to add Software as a Service (SaaS) for human resources management and authorization for the City Manager to execute the amendment, subject to approval as to form by the City Attorney. The proposed amendment would provide the City with new human resources management software integrated with the existing ERP Pro 10 software. The City currently uses ERP Pro 10 for finance and accounting purposes. The addition of human resources management software is intended to centralize and modernize personnel management and recordkeeping activities that staff currently handle using paper files, spreadsheets, and unintegrated, web-based training software.

7.10 Waste Management Consulting Services

[1] As permitted by Laguna Woods Municipal Code Section 3.06.100(b), waiver of the competitive bidding requirements set forth in Laguna Woods Municipal Code Section 3.06.080(c) for an extension of the agreement with CityGreen Consulting, LLC. 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. CityGreen Consulting has provided as needed waste management services to the City since July 1, 2024. For many years prior to that date, the City contracted directly with CityGreen Consulting's President, Michael Balliet, for similar services. CityGreen Consulting (and/or Mr. Balliet) provides or has provided similar services to the cities of Costa Mesa, Fountain Valley, Irvine, Los Alamitos, Newport Beach, and Villa Park. Due to the continuing need for the services provided by CityGreen Consulting and CityGreen Consulting's qualifications and past performance, as

well as CityGreen Consulting's willingness to maintain existing rates for an additional year, staff recommends waiving competitive bidding requirements for the proposed extension.

AND

[2] Approval of an extension of the agreement with CityGreen Consulting, LLC for waste management consulting services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for one year through June 30, 2026, with no increase in rates.

7.11 Woods End Wilderness Preserve Trail Drainage and Improvement Project

[1] Approval of the final record plans and specifications reflecting completion of the "Woods End Wilderness Preserve Trail Drainage and Improvement Project" as prepared by the project architect and their licensed professionals.

AND

[2] Acceptance of project completion of the contract agreement with Millsten Enterprises, Inc. for the construction of the "Woods End Wilderness Preserve Trail Drainage and Improvement Project" 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 "Woods End Wilderness Preserve Trail Drainage and Improvement Project," 35 days following recordation of the notice of completion with the County of Orange, to the extent allowed by state law.

An agenda report is included with additional information.

7.12 Surveillance Cameras at the El Toro Water District's Oso Lift Station

Approval of a memorandum of understanding with the El Toro Water District to allow the City to install, operate, and maintain surveillance cameras at the El Toro Water District's Oso Lift Station and authorization for the Mayor to execute the memorandum of understanding, subject to approval as to form by the City Attorney. The proposed memorandum of understanding would allow surveillance cameras to be installed, operated, and maintained at the El Toro Water District's Oso Lift Station for the purpose of surveilling Woods End Wilderness Preserve, public right-of-way, and the Oso Lift Station. The installation of surveillance cameras at the proposed location has been contemplated since the initiation of the Woods End Wilderness Preserve Trail Drainage and Improvement Project, in part, due to human activity being a leading cause of wildfires. Locating surveillance cameras on an

existing pole on the El Toro Water District's property would serve public safety purposes for both agencies and avoid placing a new pole. The proposed memorandum of understanding would not allow the installation of automated license plate recognition systems.

7.13 General Municipal Election

[1] Adoption of a resolution calling and giving notice of the holding of a general municipal election to be held on Tuesday, November 3, 2026 for the election of certain officers as required by the provisions of the laws of the State of California related to general law cities.

AND

[2] Adoption of a resolution requesting the Board of Supervisors of the County of Orange to consolidate a general municipal election to be held on Tuesday, November 3, 2026 with the general election to be held on the same date, pursuant to California Elections Code Section 10403.

AND

[3] Adoption of a resolution adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at the general municipal election to be held on Tuesday, November 3, 2026, including, but not limited to, the amount of the charge that would be levied against candidates for a candidate statement to be included in voter information guides.

AND

[4] Adoption of a resolution providing for tie votes at the general municipal election to be held on Tuesday, November 3, 2026 to be resolved by lot, in accordance with California Elections Code Section 15651.

The proposed resolutions pertain to the General Municipal Election that will be held on November 3, 2026, for the regularly scheduled election of two members of the City Council for the full term of four years (the offices currently held by Mayor McCary and Councilmember Moore).

The candidate filing period will be July 13 through August 7, 2026. If one or more incumbents does not file by August 7, 2026, the filing deadline will be extended through August 12, 2026 for non-incumbents only.

Recommendation #3 (Attachment C) includes adoption of the amount of the charge that would be levied against candidates for a candidate statement to be included in voter information guides. Including a candidate statement in voter information guides is optional and at the discretion of each candidate. While state law allows the City to charge candidates

for the actual cost of candidate statements (and many cities do so), the City's longstanding practice has been to charge candidates a flat amount less than the actual cost. For the past six elections (2012-2024), the flat amount has been \$300. For the last three elections (2000, 2022, and 2024), the City's actual costs per candidate statement were \$500.28, \$502.16, and \$616.35, respectively, meaning that the City subsidized candidate statements by approximately 40% in 2020 and 2022 and approximately 51% in 2024. In anticipation of actual costs continuing to increase, staff recommends setting the flat amount at \$370 for the 2026 election, which would be 60% of the actual cost per 2024 candidate statement, rounded to the nearest whole dollar. The proposed resolution includes the \$370 flat amount.

7.14 City Manager Professional Development Expenditures

Authorization of expenditures from the existing General Fund budget for the City Manager's membership in the International City/County Management Association (ICMA) and registration to participate in ICMA's Annual Conference, October 17-21, 2026, in Long Beach, California, in an amount not to exceed \$2,115. ICMA is an association of professional city and county managers and other employees who serve local governments. More information on ICMA is available at www.icma.org. ICMA's Annual Conference is not typically held in California, which has limited the City Manager's ability to participate in prior years (e.g., in 2025 it was held in Florida, and in 2027 it will be held in Canada).

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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
April 15, 2026
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor McCary called the Regular Meeting of the City Council of the City of Laguna Woods to order at 2:01 p.m.

II. ROLL CALL

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

All councilmembers participated in-person at the meeting location.

STAFF PRESENT: City Manager Macon, City Attorney Patterson, Administrative
 Services Director/City Treasurer Torres, City Clerk Trippy

All staff participated in-person at the meeting location.

III. PLEDGE OF ALLEGIANCE

Councilmember Moore led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Community College Awareness Month – April 2026

City Clerk Trippy read the proclamation.

Carolyn Inmon, President of the Board of Trustees, South Orange County Community College District (“SOCCCD”), made comments.

Councilmembers made comments.

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

Julianna Barnes, Chancellor, SOCCCD, made comments.

4.2 Donate Life Month – April 2026

City Clerk Trippy read the proclamation.

Councilmembers made comments.

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

Mayor McCary called for a brief recess.

The meeting was called back to order at 2:21 p.m.

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

City Clerk Trippy read aloud written public comments submitted by Jay Laessi, resident, regarding coyotes and citrus fruit.

Nancy Allen, Donna Karbach, and Renee Jeske, Laguna Woods Crazy Quilters Club, presented a quilt to Mayor McCary.

Councilmembers briefly commented on the quilt.

Mayor McCary called for a brief recess.

The meeting was called back to order at 2:35 p.m.

Kathryn Freshley, resident, spoke in support of the USA 250 Plaza Clock Project and fundraising.

Mayor McCary left the meeting at 2:41 p.m. Mayor Pro Tem Lee presided over the meeting in the Mayor's absence.

VI. CITY TREASURER'S REPORT

6.1 City Treasurer Report

Administrative Services Director/City Treasurer Torres made a presentation.

Mayor McCary returned to the meeting at 2:44 p.m.

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

VII. CONSENT CALENDAR

Moved by Councilmember Moore, seconded by Councilmember Horne, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 7.1-7.9.

7.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on March 18, 2026.

7.2 Payment Register

Approved the payment register dated April 15, 2026, in the amount of \$1,333,757.95.

7.3 Informational Signage on Laguna Woods Village Trash Enclosures

1. Approved an amendment of the memorandum of understanding with Third Laguna Hills Mutual to allow the City to install informational signage on trash enclosures on Third Laguna Hills Mutual property and authorized the Mayor to execute the memorandum of understanding, subject to approval as to form by the City Attorney.

AND

2. Approved an amendment of the memorandum of understanding with United Laguna Woods Mutual to allow the City to install informational signage on trash enclosures on United Laguna Woods Mutual property and authorized the Mayor to execute the memorandum of understanding, subject to approval as to form by the City Attorney.

7.4 City Hall Refurbishment and Safety Project: Phase 4

1. Approved the final record plans and specifications reflecting completion of the “City Hall Refurbishment and Safety Project: Phase 4” as prepared by the project architect and their licensed professionals.

AND

2. Accepted project completion of the contract agreement with Estate Design and Construction, Inc. for the construction of the “City Hall Refurbishment and Safety Project: Phase 4” and authorized the City Manager to execute and record, or cause to be executed and recorded, a notice of completion with the County of Orange.

AND

3. Approved an agreement and release of claims with Estate Design and Construction, Inc. to resolve matters pertaining to the “City Hall Refurbishment and Safety Project: Phase 4” and authorized the City Manager to execute the agreement and release of claims, subject to approval as to form by the City Attorney.

7.5 Local Signal Synchronization Plan

Adopted a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE UPDATE OF THE LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM, AND DETERMINING AND CERTIFYING THAT THE RESOLUTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

7.6 Fiscal Years 2026-36 Pavement Management Plan

Adopted a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM, REPEALING RESOLUTION NO. 26-05, ADOPTING A PAVEMENT MANAGEMENT PLAN FOR FISCAL YEARS 2026-27 THROUGH 2035-36, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

7.7 Employee Compensation and Benefits

Adopted a resolution changing the name of one City-observed holiday for consistency with California Assembly Bill 2156 (Rivas/Limón, Chapter, Statutes of 2026) titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 26-04, AND ESTABLISHING AND MODIFYING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES, INCLUDING THE CITY MANAGER AND OTHER LOCAL AGENCY EXECUTIVES AS DEFINED IN CALIFORNIA GOVERNMENT CODE SECTION 3511.1

7.8 Fiscal Years 2025-27 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 2025-27 BUDGET AND WORK PLAN FOR FISCAL YEAR 2025-26 COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026, AND FISCAL YEAR 2026-27 COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027, INCREASING LAGUNA WOODS CIVIC SUPPORT FUND FUND APPROPRIATIONS FOR A FUNDRAISING PROGRAM TO SUPPORT THE CITY'S INSTALLATION OF A

CLOCK ON THE PLAZA ADJOINING CITY HALL AND THE PUBLIC
LIBRARY TO COMMEMORATE THE 250TH ANNIVERSARY OF
THE SIGNING OF THE DECLARATION OF INDEPENDENCE

- 7.9 Liaisons to Laguna Woods Community Bridge Builders
(agendized by Mayor McCary and Councilmember Horne)

With Laguna Woods Community Bridge Builders now successfully established, and noting continued appreciation for their work, rescinded the appointments of Mayor McCary and Councilmember Horne as liaisons to Laguna Woods Community Bridge Builders.

VIII. PUBLIC HEARINGS – None

IX. CITY COUNCIL BUSINESS

- 9.1 Emergency Management Ordinance

City Manager Macon made a presentation.

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

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

- 9.2 Fiscal Years 2025-27 Budget and Work Plan & Fiscal Years 2025-36

City Manager Macon made a presentation.

Councilmembers discussed the item and staff responded to questions.

Moved by Councilmember Connors, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to:

1. Adopt an updated Chapter 8.0 (City Capital Projects) of the Fiscal Years 2025-27 Budget & Work Plan reflecting changes in the scope, timing, cost, and funding of projects, and other amendments.

AND

2. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2025-27 BUDGET AND WORK PLAN FOR FISCAL YEAR 2025-26 COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026, AND FISCAL YEAR 2026-27 COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027, INCREASING GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE “CITY HALL COMPLEX EMERGENCY BACKUP GENERATOR PROJECT,” INCREASING GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE “CITY HALL REFURBISHMENT AND SAFETY PROJECT: PHASE 5,” INCREASING GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE “CITY HALL REFURBISHMENT AND SAFETY PROJECT: PHASE 6,” REALLOCATING EXISTING ROAD MAINTENANCE AND REHABILITATION PROGRAM FUND APPROPRIATIONS TO THE “PAVEMENT MANAGEMENT PLAN PROJECT (WESTBOUND EL TORO ROAD BETWEEN MOULTON PARKWAY AND HOME DEPOT/TOWN CENTRE, NORTHBOUND AND SOUTHBOUND MOULTON PARKWAY BETWEEN EL TORO ROAD AND VIA CAMPO VERDE),” INCREASING ROAD MAINTENANCE AND REHABILITATION PROGRAM FUND APPROPRIATIONS TO THE “PAVEMENT MANAGEMENT PLAN PROJECT (WESTBOUND EL TORO ROAD BETWEEN MOULTON PARKWAY AND HOME DEPOT/TOWN CENTRE, NORTHBOUND AND SOUTHBOUND MOULTON PARKWAY BETWEEN EL TORO ROAD AND VIA CAMPO VERDE),” AND INCREASING GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE “WOODS END WILDERNESS PRESERVE TRAIL DRAINAGE AND IMPROVEMENT PROJECT”

AND

3. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A NEW 11-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2025-26 THROUGH 2035-36, IN CONFORMANCE WITH APPLICABLE CITY POLICIES AND DISCRETION

4. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A STATEMENT OF THE TRANSPORTATION-RELATED PROJECTS AND MEASURE M2 (OC GO) BUDGETS INCLUDED IN THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2026-27 THROUGH 2032-33, IN CONFORMANCE WITH MEASURE M2 (OC GO) REQUIREMENTS

9.3 State Legislative Proposals

City Manager Macon made a presentation.

Paige Aberson, Representative of Senator Catherine Blakespear, presented on California Senate Bill 1135 (Blakespear; California Wildlife Coexistence Act.).

Councilmembers discussed the item.

Mayor Pro Tem Lee left the meeting at 3:15 p.m.

Connor Medina, Regional Public Affairs Manager of the Orange County Division of the League of California Cities, presented on California Assembly Bill 2517 (Calderon; Fire hazards: fire hazard severity zones.).

Mayor Pro Tem Lee returned to the meeting at 3:19 p.m.

Councilmembers discussed the item.

Moved by Councilmember Conners, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to adopt the following positions on legislative proposals currently being considered by the California State Legislature and authorize the City Manager to prepare, and the Mayor or City Manager to sign, related correspondence on behalf of the City Council, now and in connection with potential future amendments of the legislative proposals, provided such amendments are substantially consistent with the purpose and intent of the legislative proposals as presently drafted:

- Support for California Senate Bill 1135 (Blakespear; California Wildlife Coexistence Act.); and
- Support for California Assembly Bill 2517 (Calderon; Fire hazards: fire hazard severity zones.).

X. CITY COUNCIL REPORTS AND COMMENTS

10.1 Coastal Greenbelt Authority

Mayor McCary stated that there had been no meeting since the last meeting.

10.2 Orange County Fire Authority

Councilmember Horne provided a report.

10.4 Orange County Mosquito and Vector Control District

Mayor Pro Tem Lee provided a report.

10.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Conners provided a report.

10.3 Orange County Library Advisory Board

Councilmember Moore provided a report.

10.6 South Orange County Watershed Management Area

Councilmember Moore stated that there had been no meeting since the last meeting and commented on water issues.

10.7 Liaisons to Community Bridge Builders

Councilmember Horne made comments.

Councilmember Conners briefly responded to Councilmember Horne's comments.

10.8 Other Comments and Reports

Mayor McCary reported on her participation in the League of California Cities (Cal Cities) Community Services Policy Committee meeting on March 26, 2026 and responded to a question from Councilmember Moore.

Councilmember Horne commented on the upcoming California Senior Legislature Senior Rally Day.

XII. CLOSED SESSION – None

XIII. CLOSED SESSION REPORT – None

XIV. ADJOURNMENT

The meeting was adjourned at 3:53 p.m. The next adjourned regular meeting will be at 2:00 p.m. on Wednesday, May 20, 2026, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: May 20, 2026

ANNIE MCCARY, Mayor

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7.2 PAYMENT REGISTER

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

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CITY OF LAGUNA WOODS
PAYMENT REGISTER
May 20, 2026

ITEM 7.2

This Report Covers the Period 04/01/2026 through 04/30/2026

Date		Vendor Name	Description	Amount
Debit	Automatic Bank Debits:			
Debit	04/02/2026	NAVIA BENEFIT SOLUTIONS, INC	Employee Benefit Program / March 2026	917.70
Debit	04/02/2026	GLOBAL PAYMENTS / OPEN EDGE	Credit Card Processing Fees / March 2026	973.53
Debit	04/06/2026	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 03/06/26	4,603.30
Debit	04/06/2026	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 03/06/26	6,923.05
Debit	04/08/2026	NAVIA BENEFIT SOLUTIONS, INC	125 Cafeteria Plan Administration / March 2026	200.00
Debit	04/09/2026	NAVIA BENEFIT SOLUTIONS, INC	Employee Benefit Program / April 2026	48.05
Debit	04/09/2026	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 04/03/26	46,403.36
Debit	04/09/2026	ADP TAX	Payroll Taxes / Pay Period Ended 04/03/26	22,611.79
Debit	04/10/2026	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 03/20/26	4,743.52
Debit	04/10/2026	CALPERS - HEALTH	Employee Benefit Program / April 2026	22,907.39
Debit	04/10/2026	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 02/28/26 & 03/06/26 & 03/20/26	1,349.92
Debit	04/13/2026	COUNTY OF ORANGE - SHERIFF	Law Enforcement Services / April 2026	298,335.20
Debit	04/14/2026	U.S. BANK	Bank Service Charges / March 2026	71.62
Debit	04/16/2026	NAVIA BENEFIT SOLUTIONS, INC	Employee Benefit Program / April 2026	40.13
Debit	04/17/2026	ADP PAYROLL SERVICES	Payroll Processing Fees / March 2026	100.70
Debit	04/20/2026	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 03/20/26	4,603.30
Debit	04/20/2026	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 03/20/26	7,072.33
Debit	04/23/2026	NAVIA BENEFIT SOLUTIONS, INC	Employee Benefit Program / April 2026	32.97
Debit	04/23/2026	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 04/17/26	45,846.69
Debit	04/23/2026	ADP TAX	Payroll Taxes / Pay Period Ended 04/17/26	22,118.86
Debit	04/24/2026	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 04/17/26	3,243.52
Debit	04/30/2026	NAVIA BENEFIT SOLUTIONS, INC	Employee Benefit Program / April 2026	252.04
Debit	04/30/2026	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 04/03/26	7,462.16
Debit	04/30/2026	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 04/03/26	4,603.30
Check Number	Checks:			
9290	04/03/2026	ALLIANCE BUILDING MAINTENANCE, LLC	Janitorial Services / January - February 2026	5,397.00
9291	04/03/2026	AT&T	Telephone / 458-3487 / March 2026	62.26
9292	04/03/2026	BUREAU VERITAS NORTH AMERICA INC	Plan Check Review Services / February 2026	7,290.00
9293	04/03/2026	CALIFORNIA BUILDING STANDARDS COMMISSION	Building Permit Fee Assessment / January - March 2026	711.90
9294	04/03/2026	CHECKERED FLAG LAKE FOREST, LP	Fleet Vehicle Washing / February 2026	75.00
9295	04/03/2026	CIVICPLUS, LLC	Codification Of Ordinances	1,337.64
9296	04/03/2026	CMTA	CMTA Conference Registration	500.00
9297	04/03/2026	DEPARTMENT OF CONSERVATION	Quarterly SMIP Fee / January - March 2026	911.26
9298	04/03/2026	DIVISION OF THE STATE ARCHITECT	Disability Access & Education Fee / January - March 2026	3.60
9299	04/03/2026	EL TORO WATER DISTRICT	Water Service / December 2025 - January 2026	8,976.44
9300	04/03/2026	FLOCK GROUP, INC	Fees for Existing Automated License Plate Cameras	8,211.38
9301	04/03/2026	LSA ASSOCIATES, INC.	Planning Services / February 2026	565.40
9302	04/03/2026	PSOMAS	GIS Services / February 2026	1,633.50
9303	04/03/2026	VIDIFLO, LLC	City Hall Refurbishment & Safety Project: Phase 5	600.00
9304	04/09/2026	AIRESPRING INC	City Hall Internet Service / April 2026	627.08
9305	04/09/2026	ALPHA CARD SYSTEM, LLC	Senior Mobility Program Supplies	326.45
9306	04/09/2026	APRIL BAUMGARTEN	Educational Assistance Program Reimbursement / Calendar Year 2026	1,786.88
9307	04/09/2026	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / March 2026	10,366.00

CITY OF LAGUNA WOODS
PAYMENT REGISTER
May 20, 2026

ITEM 7.2

This Report Covers the Period 04/01/2026 through 04/30/2026

	Date	Vendor Name	Description	Amount
9308	04/09/2026	CITYGREEN CONSULTING, LLC	Waste Management Consulting Services / February - March 2026	906.25
9309	04/09/2026	CIVICPLUS, LLC	Municode Administration Fee / June 2026 - May 2027	385.88
9310	04/09/2026	CSMFO	Membership Dues / Calendar Year 2026	155.00
9311	04/09/2026	CT&T CONCRETE PAVING INC	ADA Pedestrian Accessibility Improvement Project: Phase 9	6,032.93
9312	04/09/2026	ELECTRIC TIME COMPANY, INC.	USA 250 Plaza Clock	11,607.00
9313	04/09/2026	EPIC IO TECHNOLOGIES, INC.	City Hall Internet Service / April 2026	201.45
9314	04/09/2026	GOLDEN RAIN FOUNDATION	Deposit Project Refund	1,753.85
9315	04/09/2026	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / March 2026	302.50
9316	04/09/2026	JOHN L. HUNTER & ASSOCIATES, INC	Water Quality Services / December 2025	1,745.00
9317	04/09/2026	KONE INC.	City Hall Elevator Maintenance / April 2026	239.86
9318	04/09/2026	MILLSTEN ENTERPRISES, INC.	Woods End Wilderness Preserve Trail Drainage & Improvement Project	137,749.05
9319	04/09/2026	ORANGE COUNTY CLERK-RECORDER	Document Recording Fee	50.00
9320	04/09/2026	POLINA OLSHANSKY	Deposit Project Refund	2,355.00
9321	04/09/2026	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / March 2026	12,295.14
9322	04/09/2026	RINGCENTRAL, INC.	Telephone Services / April 2026	846.23
9323	04/09/2026	RJM DESIGN GROUP	Landscape Architectural Services / January 2026	195.00
9324	04/09/2026	SOUTHERN CALIFORNIA EDISON	Electric Service / March 2026	8,626.72
9325	04/09/2026	STAPLES	Office & Janitorial Supplies / March 2026	422.61
9326	04/09/2026	STAT SERVICES, INC.	Duplicate Permit Refund	107.66
9327	04/09/2026	SWEEPING CORPORATION OF AMERICA	Street Sweeping Services / March 2026	4,350.00
9328	04/17/2026	ALLIANCE BUILDING MAINTENANCE, LLC	Janitorial Services / March 2026	3,050.00
9329	04/17/2026	AT&T	White Pages / April 2026	4.33
9330	04/17/2026	AT&T	Telephone / 581-9821 / March 2026	155.95
9331	04/17/2026	AT&T	Telephone / 583-1105 / March 2026	31.91
9332	04/17/2026	CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION	Use Tax / Calendar Year 2025	122.00
9333	04/17/2026	CHASE DESIGN, INC.	Website Maintenance / March - April 2026	3,450.00
9334	04/17/2026	COUNTY OF ORANGE	800MHz Communication Charges - Cost Allocation / April - June 2026	1,778.89
9335	04/17/2026	GEOSYNTEC CONSULTANTS, INC	Trash Provisions Support Services / January 2026	5,000.00
9336	04/17/2026	GOLDEN RAIN FOUNDATION	Mulch Procurement / Calendar Year 2026	10,890.00
9337	04/17/2026	ITERIS, INC	Traffic Engineering / March 2026	12,711.42
9338	04/17/2026	MARC DONOHUE	Administrative Services / March 2026	200.00
9339	04/17/2026	MONARCH ENVIRONMENTAL COMPANIES, INC.	Arborist Services	175.00
9340	04/17/2026	PARK CONSULTING GROUP, INC	Software Consulting Services / February - March 2026	1,162.50
9341	04/17/2026	PRACTICAL DATA SOLUTIONS	IT Support Services / January - March 2026	12,852.89
9342	04/17/2026	RICOH USA, INC.	Copier Usage / January - March 2026	1,065.87
9343	04/17/2026	SOUTH COAST IT	IT Consulting Services / February - March 2026	477.50
9344	04/17/2026	SOUTHERN CALIFORNIA GAS COMPANY	Gas Service - City Hall / March 2026	18.61
9345	04/17/2026	SOUTHERN CALIFORNIA NEWS GROUP	Public Notices / March 2026	2,134.00
9346	04/17/2026	U.S. BANK	Credit Card Charges / March 2026	8,284.59
9347	04/17/2026	VERIZON COMMUNICATIONS INC.	Fleet Software / March 2026	199.63
9348	04/17/2026	VERIZON WIRELESS	Building & Code Enforcement iPads Data Plans / February - March 2026	280.10
9349	04/17/2026	WALTERS WHOLESALE ELECTRIC	Circulation Improvement Project	13,228.97
9350	04/24/2026	AETNA BEHAVIORAL HEALTH, LLC	Employee Benefit Program / May 2026	34.80
9351	04/24/2026	BEAR ELECTRICAL SOLUTIONS, INC.	ADA Pedestrian Accessibility Improvement Project: Phase 9	196,753.55
9352	04/24/2026	BUREAU VERITAS NORTH AMERICA INC	Plan Check Review Services / March 2026	5,350.00

CITY OF LAGUNA WOODS
PAYMENT REGISTER
May 20, 2026

This Report Covers the Period 04/01/2026 through 04/30/2026

	Date	Vendor Name	Description	Amount
9353	04/24/2026	COUNTY OF ORANGE	Automated Fingerprint ID System / March 2026	514.00
9354	04/24/2026	DAVIS SIGN CO., INC.	Office Supplies	397.51
9355	04/24/2026	FIRST RESPONSE AIR CONDITIONING & HEATING, INC.	City Hall Maintenance	5,125.00
9356	04/24/2026	JZMK PARTNERS	Design Standards Technical Assistance Services	26,127.73
9357	04/24/2026	ORKIN	City Hall Maintenance / April 2026	134.00
9358	04/24/2026	PSOMAS	GIS Services / January 2026	2,536.00
9359	04/24/2026	RICOH USA, INC.	Copier Lease / May 2026	246.57
9360	04/24/2026	RJM DESIGN GROUP	Landscape Architectural Services / March 2026	9,600.02
9361	04/24/2026	TONY'S LOCKSMITH & SAFE SERV.	Locksmith Services	213.79
9362	04/30/2026	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / February - March 2026	34,985.46
9363	04/30/2026	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	Training Seminar	150.00
9364	04/30/2026	DEPARTMENT OF JUSTICE	Fingerprinting Services	49.00
9365	04/30/2026	FIRST AMERICAN TITLE COMPANY	Title Document Report	1,000.00
9366	04/30/2026	FORVIS, LLP	State Controller's Report / Fiscal Year 2024-25	1,859.00
9367	04/30/2026	HDL COREN & CONE	Property Tax Consulting Services / Fiscal Year 2026-27	2,562.08
9368	04/30/2026	LSA ASSOCIATES, INC.	Planning Services / March 2026	1,394.48
9369	04/30/2026	NADIA COOK	Educational Assistance Program Reimbursement / Calendar Year 2026	508.61
9370	04/30/2026	NV5, INC.	Engineering Services / March 2026	18,149.39
9371	04/30/2026	OCY MANAGEMENT, LLC	Senior Mobility Program Services / March 2026	44,806.00
9372	04/30/2026	RECREATION BRANDING SERVICES	Graphic Design Services / November 2025 - March 2026	1,352.22
9373	04/30/2026	RUTAN & TUCKER, LLP	Legal Services / March 2026	4,742.50
9374	04/30/2026	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / March 2026	2,587.96
9375	04/30/2026	SOUTHERN CALIFORNIA SHREDDING	Shredding Services / March 2026	420.00
9376	04/30/2026	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program / May 2026	277.75
9377	04/30/2026	WM CURBSIDE, LLC	HHW & Sharps Program / March 2026	3,490.47
Total Bank Debits and Checks:				\$ 1,187,815.40

TOTAL \$ 1,187,815.40

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 April 2026, the following Councilmembers received compensation in the amount of \$300: Conners, Horne, Lee, and McCary.

Note 2 - Petty cash is reported as cash is paid out, not when the fund is replenished. No petty cash transactions were paid during this time period.

CITY OF LAGUNA WOODS
PAYMENT REGISTER
May 20, 2026

This Report Covers the Period 04/01/2026 through 04/30/2026

Date	Vendor Name	Description	Amount
Note 3 - The table below summarizes credit card expenditures paid via Check #9346 to U.S. Bank totaling \$8,284.59:			
	Microsoft	Office 365 Online Subscription / March 2026	\$680.08
	Sinch Mailgun	Computer Software	\$35.00
	Zoom	Video Conferencing	\$31.98
	Hightail	Computer Software	\$15.00
	GoTo	Computer Software	\$1,539.99
	Land's End	Office Supplies	\$142.17
	GoDaddy.com	Website Domain Renewal	\$23.19
	GoDaddy.com	Civic Support Fund Website Domain Renewal	\$95.88
	ChargePoint	Fleet Vehicle Charging Fees	\$180.00
	Stamps.com	Postage	\$30.99
	J&M Trophies	Office Supplies	\$12.49
	Phresh	Office Supplies	\$94.41
	Flagstone	Federal & State Flags	\$214.31
	Stater Brothers	Staff Luncheon	\$22.07
	Firehouse Subs	Staff Luncheon	\$228.06
	Home Depot	Office Supplies	\$72.08
	Land's End	Office Supplies	\$71.09
	League of California Cities	Quarterly Meeting Registration / Moore	\$30.00
	Constant Contact	Digital Marketing	\$130.05
	ContractSafe	Computer Software	\$3,955.57
	National Notary Association	Notary Renewal	\$680.18
Total Credit Card Reimbursement:			\$8,284.59

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: 2026.05.14
19:19:39 -07'00'

Elizabeth Torres, Administrative Services Director/City Treasurer

7.3 ANIMAL CONTROL AND SHELTER SERVICES

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

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AGREEMENT FOR ANIMAL CONTROL AND SHELTER SERVICES

THIS AGREEMENT, entered into this 1st day of July 2026, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA BEACH, a municipal corporation, hereinafter referred to as “LAGUNA BEACH,” and the CITY OF LAGUNA WOODS, a municipal corporation, hereinafter referred to as “LAGUNA WOODS.”

WITNESSETH:

LAGUNA WOODS desires to contract with LAGUNA BEACH for the performance of the hereinafter-described animal control and animal shelter services.

LAGUNA BEACH is willing and able to render such services on the terms and conditions hereinafter set forth.

NOW THEREFORE, IT IS MUTUALLY AGREED as follows:

1. TERM

- A. This Agreement shall become effective on July 1, 2026 and continue in effect for a period of twelve months ending on June 30, 2027 unless otherwise terminated as described in paragraph 2.

2. TERMINATION

- A. Either party may terminate this Agreement without cause by providing written notice of said termination to the other party. The written notice of termination must be given at least six (6) months in advance of the effective date of the termination.

3. SERVICES

- A. LAGUNA BEACH agrees to provide animal control services within the corporate limits of LAGUNA WOODS. The level of animal control and shelter services to be provided under this Agreement are enumerated below. Services provided by LAGUNA BEACH shall include the enforcement of State statutes and Municipal Code sections deemed applicable to LAGUNA WOODS by LAGUNA BEACH. LAGUNA BEACH will not be obligated to enforce any ordinances adopted by LAGUNA WOODS except those adopted in compliance with Paragraph 5 of this Agreement and ordinances pertaining to spay, neutering, and number of animals permitted. Services shall be provided in the following categories:

- 1) **FIELD SERVICES:** LAGUNA BEACH shall be responsible for and provide all animal control field services in LAGUNA WOODS. Field services shall generally be provided seven days a week, 365 days a year, between the hours of 6:00 a.m. and 4:00 p.m. and as late as 6:00 p.m. when overlapping staff are available. Calls for service will be dispatched and handled based first on priority and then as they were received. Field service activities shall include, but are not, at the discretion of the LAGUNA BEACH Animal Services staff, limited to: impounding and/or capture of stray dogs; impounding of unattended dogs or cats due to death or illness of the owner where a family member or other person is not available; pick up or disposal of injured raccoons, opossums, deer, bobcats, coyotes, mountain lions; transportation of all injured impounded animals to appropriate medical treatment; conduct cruelty investigations; bite investigations; chronic barking dog complaints; manage and conduct quarantine activities; enforcement of state laws and local ordinances and issuance of citations; impounding of dead animals for disposal; and public information and education services regarding barking dogs, wildlife or other animal concerns.

While LAGUNA BEACH intends to maintain routine coverage of two animal services officers each day in LAGUNA BEACH, LAGUNA WOODS accepts and understands that the animal services officers are limited in number, and as employees, routinely take leave in the form of vacation, sick, holidays, "Family Leave" as set forth in the Family Leave Act, and all other local, state and federally protected leave. During such periods of leave, the ability of LAGUNA BEACH to respond to calls in a timely manner may be significantly impacted. LAGUNA WOODS also accepts and understands that an animal services officer's position may become vacant, which will also affect the ability of LAGUNA BEACH to respond to calls in a timely manner. In either event, calls for service will be dispatched and handled based first on priority and then as they were received.

- 2) **TELEPHONIC SERVICES:** LAGUNA BEACH staff will be available to receive calls for service seven days a week, twenty-four hours a day, 365 days a year. LAGUNA BEACH Animal Services staff will take or return calls during the hours when field staff is available to provide advice and/or referrals to members of the community of LAGUNA WOODS for the proper handling and/or disposal of feral cats, rats, mice, rabbits, gophers, squirrels, insects, spiders or other "vector" species.
- 3) **SPECIAL SERVICES:** LAGUNA BEACH shall be responsible for and provide all pet licensing and license renewal, canvassing, and animal facility licensing and inspection in LAGUNA WOODS. New license applications shall be made available at Laguna Woods City Hall, the Laguna Beach Animal Shelter, and in the field through routine contact

with Animal Services Officers. Pet License renewals shall be processed and issued by mail through the existing renewal process, or in person at the Laguna Beach Animal Shelter. LAGUNA BEACH will process renewals and answer telephone and in-person questions regarding licensing requirements. LAGUNA BEACH shall periodically canvass LAGUNA WOODS residences, as appropriate, to locate and license unlicensed dogs.

Some animal-related businesses in LAGUNA WOODS will be inspected annually as required by law and in response to any complaints to assure that facilities meet required laws and standards. LAGUNA BEACH shall provide advance notification of such inspections to LAGUNA WOODS, and will advise LAGUNA WOODS of any violations and/or enforcement action taken.

A low-cost vaccination clinic will be coordinated and conducted once a year. The clinic will be located at the Laguna Beach Animal Shelter at 20612 Laguna Canyon Road, or at another appropriate location within the City of Laguna Woods

- 4) SHELTER SERVICES: LAGUNA BEACH shall be responsible for and provide animal shelter services to LAGUNA WOODS. Services shall be provided at the Laguna Beach Animal Shelter, 20612 Laguna Canyon Road, Laguna Beach. The shelter will be open to the public to locate lost pets or for pet adoption seven days per week, except holidays. Public hours may vary from day to day, but will generally be between 11 a.m. and 4 p.m.

- A. LAGUNA BEACH agrees to maintain its animal shelter in a humane manner and keep said premises in a clean condition at all times in accordance with policies and the budget approved by LAGUNA BEACH for the shelter, and that all services furnished by it hereunder shall be in accordance with the laws of the State of California, and that it will give required notices and use humane methods of care and destruction of any animal coming under its jurisdiction pursuant to its policies.

After review by the Evaluation Committee, vicious or seriously sick or injured domestic animals may be euthanized by lethal injection.

- B. LAGUNA WOODS understands that while the cost of the services provided were originally based on the salary and benefits of one full-time Animal Services Officer, LAGUNA BEACH is entering into the agreement with the expectation that the actual field services provided should not exceed 1250 hours annually.

LAGUNA WOODS understands that the expense of operating the entire Animal Services program also includes but is not limited to the operation of the Animal Shelter facility, medical treatment of animals, animal disposal, police communications, administration, management, supervision, report preparation, court testimony, ongoing training, and driving time between the two cities.

- C. LAGUNA WOODS agrees to maintain all animal service-related fees and license fees equal to the fee schedule of LAGUNA BEACH.
- D. LAGUNA WOODS understands that all revenues generated through licensing, fines, penalties, and fees generated through the activities and actions described in this agreement will not be reimbursed to LAGUNA WOODS. Such revenues will be used to offset the variable costs of setting up the licensing records of all licensed dogs, printing of related forms, notices, documents, tags, and care and feeding of impounded animals.
- E. LAGUNA BEACH shall furnish and supply all necessary labor, supervision, equipment and supplies to provide the services described in this Agreement. In all instances wherein special supplies, stationery, notices, forms and the like are issued in the name of LAGUNA WOODS, the same shall be supplied by LAGUNA WOODS at its own expense subject to approval by LAGUNA WOODS.
- F. The method by which services are provided, the standard of performance, any other matters incidental to the performance of such services, and the control of personnel so employed, shall be determined by LAGUNA BEACH. In the event of a dispute between the parties as to the extent of the duties and functions to be provided hereunder, or the level and manner of such services, the parties shall meet in good faith to resolve their differences. In the event of an impasse, the decision of the City Manager of LAGUNA BEACH shall be final.
- G. To facilitate the performance of services hereunder, LAGUNA BEACH shall have full cooperation and assistance from LAGUNA WOODS, its officers, agents and employees.
- H. If agreeable to both parties, additional services may be rendered by LAGUNA BEACH and paid for by LAGUNA WOODS. Additional services must be approved in writing by LAGUNA WOODS.

- I. The Laguna Beach Animal Shelter is under the direct supervision of the Laguna Beach Police Department. Complaints, concerns, and problems may be directed to the on-duty Police Department Watch Commander, Animal Shelter Manager, or Animal Services Manager (or other Police Department Supervisor or Management level employee.)
- J. LAGUNA WOODS shall be responsible for negotiating, managing and paying for any contracts entered into with a private service provider to handle the abatement of coyotes, mountain lions, or any other non-domesticated animals that are deemed to be causing a nuisance.

5) TRAINING SERVICES. LAGUNA BEACH may provide periodic training and education services to the security staff of Village Management Services, Inc. related to animal control and coyote hazing at the sole discretion of LAGUNA BEACH. The schedule and substance of this training shall be determined by LAGUNA BEACH Animal Services staff and may be discontinued at any time and at the sole discretion of LAGUNA BEACH. Village Management Services, Incorporated, is a California based non-profit mutual benefit corporation located at 24351 El Toro Road, Laguna Woods, CA. 92637.

4. STATUS OF CONTRACTOR

Although the services herein described are municipal functions, all persons employed by LAGUNA BEACH to provide said services shall be LAGUNA BEACH employees; no person employed hereunder shall have the right to any LAGUNA WOODS pension or civil service status. When performing services under this Agreement and for the purpose of giving official status to the performance therefor where necessary, but not for the purpose of liability or indemnification, every LAGUNA BEACH officer or employee shall be deemed to be an officer or agent of LAGUNA WOODS.

5. CONFORMITY OF LAWS OR REGULATIONS

Notwithstanding anything to the contrary herein contained, this Agreement shall terminate at any time that LAGUNA WOODS fails to enact, and to maintain in full force and effect an ordinance substantially the same as the provisions of Title 6 of the LAGUNA BEACH Municipal Code, and other regulations presently adopted by the LAGUNA BEACH City Council concerning animal control, including those which relate to fees. This Agreement shall also terminate if LAGUNA WOODS does not enact the same amendments to its Municipal Code as those adopted by LAGUNA BEACH City Council regarding animal control within sixty (60) days after a request to do so by LAGUNA BEACH'S City Manager. The LAGUNA BEACH City Manager, acting on behalf of LAGUNA

BEACH, may use discretion and need not request LAGUNA WOODS to adopt amendments, which do not apply to LAGUNA WOODS.

6. PREPARATION OF ANNUAL BUDGET

LAGUNA BEACH assumes all responsibility for the preparation of the Animal Services budget for Fiscal Year 2026-2027.

7. PREPARATION OF STATISTICAL REPORTS

LAGUNA BEACH will prepare and provide statistical information to LAGUNA WOODS on a monthly basis containing information on all animal services related calls for service in LAGUNA WOODS received by the LAGUNA BEACH Police Communications Center; and all Animal Shelter related services provided to LAGUNA WOODS (e.g. licensing, permitting, and numbers of animals, duration held, and disposition).

LAGUNA BEACH will assist and provide LAGUNA WOODS with special requests for information either on specific calls, special statistical information, or other similar requests as is reasonably available through the Police Department computerized dispatching system and Animal Shelter records.

8. PAYMENTS

A. BASIS FOR PAYMENT

LAGUNA WOODS shall pay LAGUNA BEACH for the actual costs of providing animal control, animal shelter services, and other services contemplated by this Agreement to the area located within LAGUNA WOODS.

B. PAYMENT METHOD

- (1) In consideration for the animal control, licensing, and shelter services provided by LAGUNA BEACH during the term of the Agreement, LAGUNA WOODS shall make a Fiscal Year 2026-2027 Payment to LAGUNA BEACH in the amount of \$129,060.00 ("Annual Payment").
- (2) The 2026-2027 Fiscal Year Payment shall be paid to LAGUNA BEACH in monthly installments, each payment equal to \$10,755.00 or one-twelfth (1/12) of the total Annual Payment for the 2026-2027 Fiscal Year. The first payment is due on July 30, 2026, and subsequent monthly

payments shall be due on the 30th of each calendar month thereafter, with the last payment due on June 30, 2027.

- (3) If a payment is not received by LAGUNA BEACH within thirty (30) days after the due date, LAGUNA BEACH may cease providing any further service under this Agreement with LAGUNA WOODS and may satisfy the indebtedness in any manner prescribed by law.
- (4) LAGUNA WOODS shall not be called upon to assume any liability for (1) the direct payment of any salaries, wages or other compensation to any LAGUNA BEACH personnel performing services pursuant to this Agreement, (2) any liability for any LAGUNA BEACH employee for injury or sickness arising out of his or her employment while performing services pursuant to this Agreement: provided, however, the costs of such liabilities described in this subparagraph shall be considered expenditures for the Animal Services program and shall be allocated pursuant to the terms of Paragraph 8C of this Agreement.

C. DETERMINATION OF COST OF SERVICES

- (1) LAGUNA BEACH shall use the salary and benefits of one full-time Animal Services Officer to determine the Actual Cost of the animal control and shelter services provided to LAGUNA WOODS for each fiscal year during the term of this Agreement. This figure will be adjusted annually to reflect any changes in those salary or benefits such as a negotiated salary increase.

D. FEE REVENUE

- (1) LAGUNA BEACH shall receive all cooperation possible from LAGUNA WOODS to enable efficient enforcement of fee collection. LAGUNA BEACH shall retain all fees and revenue derived from the enforcement of the LAGUNA WOODS ordinances pertaining to the animal control services provided by LAGUNA BEACH.
- (2) LAGUNA BEACH agrees to keep and make available to LAGUNA WOODS a record of all license revenue collected from residents of LAGUNA WOODS, and all fee revenue generated from animals received from LAGUNA WOODS residents or impounded within the corporate limits of LAGUNA WOODS.

9. CONSULTATION

LAGUNA BEACH agrees to consult with LAGUNA WOODS during the consideration of, and prior to any final decision and/or implementation of the following:

- A. Any proposed change in the level of service, staffing, days or hours of operation of field services, special services or shelter services.
- B. Any proposal to offer or contract for the provision of animal control and shelter services to another public agency.
- C. Any proposed change to LAGUNA BEACH ordinances, regulations, and fees concerning animal control services that LAGUNA BEACH would propose be adopted by LAGUNA WOODS.

10. RECORDS

All records created or received by LAGUNA BEACH in accordance with this Agreement shall be LAGUNA BEACH records. LAGUNA BEACH agrees to keep such books and records in such form and manner as specified in the Municipal Code. Said Books shall be open for examination by LAGUNA WOODS at all reasonable times.

11. ALTERATION OF TERMS

This Agreement fully expresses all understandings of LAGUNA BEACH and LAGUNA WOODS with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

12. INDEMNIFICATION

LAGUNA WOODS agrees to and shall defend, indemnify and hold LAGUNA BEACH, its elected officials, officers, agents and employees harmless from any and all claims actions and judgments for injury, loss or damage arising out of or resulting from the performance of services by LAGUNA BEACH under this Agreement in or for the benefit of LAGUNA WOODS; provided however, this obligation shall not apply where the alleged injury, loss or damage arises out of or results from an

act or omission of LAGUNA BEACH personnel not within the scope of employment or an act or omission constituting actual fraud, corruption or actual malice. LAGUNA WOODS' obligation to defend, indemnify, and hold harmless shall extend to any claims, judgments, or damages arising out of LAGUNA BEACH's training and education services provided to the staff of Village Management Services, Inc., including, but not limited to, any third party claims resulting from the actions of Village Management Services, Inc. employees or its agents. Village Management Services, Incorporated, is a California based non-profit mutual benefit corporation located at 24351 El Toro Road, Laguna Woods, CA. 92637.

LAGUNA BEACH agrees to and shall defend, indemnify and hold LAGUNA WOODS, its elected officials, officers, agents and employees harmless from any and all claims actions and judgments for injury, loss or damage arising out of or resulting from the performance of services by LAGUNA BEACH under this Agreement in or for the benefit of LAGUNA WOODS; provided however, this obligation shall not apply where the alleged injury, loss or damage arises out of or results from the enactment and maintenance by LAGUNA WOODS of the ordinance and regulations required under Section 5 of this Agreement; and provided further, however, this obligation shall not apply where the alleged injury, loss or damage arises out of or results from an act or omission of LAGUNA WOODS personnel not within the scope of employment or an act or omission constituting actual fraud, corruption or actual malice.

13. BREACH OF AGREEMENT

If either LAGUNA BEACH or LAGUNA WOODS defaults in the performance of the terms or conditions of the Agreement, it shall have thirty (30) days after service upon it of a written notice of default in which to cure the default by rendering satisfactory performance. In the event that a party fails to cure its default within such period of time, the other party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, inequity, or under this Agreement. The failure of either party to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either the term or condition, or of any other term or condition of this Agreement.

14. ATTORNEYS' FEES

If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the

prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

15. NOTICES

Unless the persons or addresses are otherwise identified by notice given in the manner specified by this paragraph, all notices authorized or required by this Agreement shall be deemed effective when reduced to writing and deposited in the United States mail, certified, and addressed as follows:

To LAGUNA BEACH: City Manager
 City of Laguna Beach
 505 Forest Avenue
 Laguna Beach, CA 92651

To LAGUNA WOODS: City Manager
 City of Laguna Woods
 24264 El Toro Road
 Laguna Woods, CA 92637

IN WITNESS WHEREOF, the City of Laguna Beach by motion duly adopted by its City Council caused this Agreement to be signed by its City Manager and attested by its City Clerk, and the City of Laguna Woods, by motion duly adopted by its City Council caused this Agreement to be signed by its Mayor and attested by its City Clerk, to become effective on the day first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DATED: _____

DATED: _____

By: _____
ANNIE McCARY
Laguna Woods Mayor

By: _____
DAVE KIFF
Laguna Beach City Manager

DATED: _____

DATED: _____

By: _____
YOLIE TRIPPY
Laguna Woods City Clerk

By: _____
ANN MARIE MCKAY
Laguna Beach City Clerk

DATED: _____

DATED: _____

By: _____
ALISHA PATTERSON
Laguna Woods City Attorney

By: _____
MEGAN GARIBALDI
Laguna Beach City Attorney

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7.4 AS NEEDED FINANCIAL CONSULTING SERVICES

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

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**EXTENSION AND AMENDMENT OF THE
CONSULTANT SERVICES AGREEMENT
BETWEEN THE
CITY OF LAGUNA WOODS
AND
IRWIN B. BORNSTEIN
FOR AS NEEDED FINANCIAL SERVICES**

This EXTENSION AND AMENDMENT of the CONSULTANT SERVICES AGREEMENT FOR AS NEEDED FINANCIAL SERVICES ("AGREEMENT") that was entered into on July 1, 2017, by and among the City of Laguna Woods, a general law city of the State of California ("CITY") and Irwin B. Bornstein, an individual ("CONSULTANT"), is made and entered into this _____ by and among CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between July 1, 2017 and 11:59 p.m. on June 30, 2018; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended by mutual written agreement; and

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

WHEREAS, CITY has identified a need for and requested CONSULTANT provide services through 11:59 p.m. on June 30, 2027; and

WHEREAS, CONSULTANT is willing and able to provide the additional services requested by CITY, subject to the terms and conditions of this EXTENSION AND AMENDMENT.

NOW THEREFORE, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2026 and ending at 11:59 p.m. on June 30, 2027 with no changes to the terms and conditions of the AGREEMENT except as specified herein.

2. CITY and CONSULTANT hereby agree to an AMENDMENT of the AGREEMENT consisting of an increase in compensation from the rate of One Hundred and Ten Dollars (\$110.00) hourly to One Hundred and Twenty Dollars (\$120.00) hourly, effective July 1, 2026.

[SIGNATURES ON NEXT PAGE]

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

CITY OF LAGUNA WOODS:

Approved as to Form:

By _____
Christopher Macon, City Manager

Alisha Patterson, City Attorney

CONSULTANT:

By _____
Irwin B. Bornstein

7.5 LAW ENFORCEMENT SERVICES

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

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CONTRACT
With
City of Laguna Woods
For
Law Enforcement Services

This Contract for Law Enforcement Services, (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County,”) on behalf of Orange County Sheriff’s Department, (“Sheriff”), and the City of Laguna Woods, (hereinafter referred to as “City,”) with County and City sometimes individually referred to as “Party”, or collectively referred to as “Parties”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment Provisions
Attachment C – Level of Service
Attachment D – City Ordinances
Attachment E – TVAP Resolution
Attachment F – TVAP Form
Attachment G – Forfeited and Seized Asset Policy

RECITALS

WHEREAS, City wishes to contract with County for law enforcement services; and

WHEREAS, County is agreeable to the rendering of such services, as authorized in Government Code sections 51301, 54981, and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Term of Contract:** This Contract shall commence July 1, 2026 and terminate June 30, 2027 unless earlier terminated by either Party or extended in the manner set forth herein.
- B. **Termination:** County and City may terminate this Contract, without cause, upon one-hundred and eighty (180) days written notice to the other Party.
- If the County and City have not entered into a written Contract for further law enforcement services thirty (30) days before this Contract terminates, then the County and City may execute an amendment that provides as follows and does not materially alter other terms of the Contract: County shall continue to provide to City all, or a designated part, of the law enforcement services specified herein, for sixty (60) days following the termination date of this Contract, and City shall pay County the full costs of providing such services. Such full costs may be greater than those listed herein.
- C. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.
- D. **Amendments:** Unless expressly provided for in this Contract, no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or Contract not

incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on either Party unless authorized in writing.

- E. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- F. **Headings:** Headings used throughout this Contract are for convenience only and shall not affect the meaning or interpretation of any provisions of this Contract.
- G. **Independent Contractor:** County is and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between City and County or any of County's agents or employees. County and its Sheriff shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by County pursuant to this Contract. County, its agents and employees, shall not be entitled to any rights or privileges of City employees and shall not be considered in any manner to be City employees.
- H. **Indemnification:** City agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and agencies with County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of City related to this Contract.

County agrees to indemnify, defend with counsel approved in writing by City, and hold City and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of County related to this Contract. County Indemnitees shall not be deemed to have assumed any liability for any dangerous or defective condition on any public street, work, or property of the City and for any illegality of City's municipal ordinances.

If judgement is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- I. **State Audit:** Pursuant to Government Code Section 8546.7, City and County shall be subject to examination and audit by the State Auditor for a period of three years after final payment by City to County under this Contract. City and County shall retain all records relating to the performance of this Contract for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period until final resolution of said audit, claim or litigation.
- J. **Notices:** Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as below. All other notices authorized or required by this Contract shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

CITY: ATTN: CITY MANAGER
CITY OF LAGUNA WOODS
24264 EL TORO ROAD
LAGUNA WOODS, CA 92653

COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
320 NORTH FLOWER STREET, SUITE 108
SANTA ANA, CA 92703

-Signature Page to Follow-

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

City: Laguna Woods

By: _____ Title: Mayor

Print Name: _____ Date: _____

Attest: _____

City Clerk

Approved as to Form

By: _____
City Attorney

County:

By: _____ Title: Chair of the Board of Supervisors

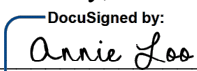
Print Name: _____ Date: _____

Signed and certified that a copy of this Contract has been delivered to the Chair of the Board Per Government Code section 25103; Resolution 79-1535.

Attest: _____

Robin Stieler
Clerk of the Board
County of Orange, California

Approved as to Form
Office of the County Counsel
Orange County, California

By:  _____
Deputy B7726751D1E947E...

ATTACHMENT A**SCOPE OF WORK****A. Regular Services By County:**

1. Sheriff shall render to City law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of City, other than licensing ordinances.
2. The night, day and evening patrol and supervisory shifts will be established by Sheriff. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of Sheriff and City Manager, the need arises. Any long-term shift deployment change will be reported to the City Council.
3. The level of service, other than for licensing, to be provided by the County for this Contract is set forth in Attachment C.
4. Patrol Performance Goals shall be as follows:
 - Response to Priority One Calls: 5 minutes
 - Response to Priority Two Calls: 12 minutes
 - Response to Priority Three Calls: 20 minutes

The Police Services Chief will report to the City Manager regarding City Police Services personnel's performance in meeting these goals. In the event of a major incident outside the boundaries of City, adequate law enforcement personnel will remain in City to respond to Priority One and Priority Two calls for service.

5. For any service that is provided to City at less than 100% of a full-time Sheriff position, County retains the option to terminate such service in the event the other City or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and City does not request the Contract be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of City will be adjusted accordingly.
6. All services contracted for in this Contract may not be operational on the precise date specified in this Contract. In those instances, Sheriff shall notify City Manager of the date or dates such service or services are to be implemented. If the City pays for a service before its implementation, the County shall provide a credit, based on the vacancy credit rates calculated for that fiscal year, in the City's final invoice of that fiscal year.
7. During emergencies, such as mutual aid situations, Sheriff will attempt to leave in City the Captain in charge of City Police Services. If Sheriff determines that the Captain is needed elsewhere, Sheriff will notify City's Manager within four hours. Sheriff will return the Captain to City as soon as possible once the emergency situation is under control.
8. Sheriff shall receive applications for City licenses pursuant to the City's ordinances in Attachment D and complete investigations relating to such applications. Said investigations shall be forwarded to City Manager who is responsible for the disposition of the application and notification to the applicant. County shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. County shall not provide any administrative or investigatory services related to the licensing ordinances, except the investigations relating to initial applications for which this subsection provides.
9. With the limitations set forth below, Sheriff, on behalf of County, is authorized to execute written amendments to this Contract to increase or decrease the level of service, when Sheriff and City mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Contract shall concomitantly increase or decrease the cost of services payable by City. Sheriff and appropriate City personnel shall file copies of any such amendments to this Contract with the Clerk of County's Board of Supervisors and City's Clerk. Except for costs related to Employee Bargaining has defined herein, changes to this Contract executed by

Sheriff and City Manager may not, in the aggregate, increase or decrease the cost of services payable by City by more than one percent (1%) of the Maximum Obligation.

B. Enhanced And Supplemental Services By County:

1. Enhanced services for events on City property. At the request of City, through its City Manager, Sheriff may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by City. Sheriff shall determine personnel and equipment needed for such enhanced services. City shall reimburse County for such additional services, at an amount computed by Sheriff, based on the current year's County law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after each such event.

2. Supplemental services for occasional events operated by private individuals and entities on non-City property. At the request of City, through its City Manager, Sheriff may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-City property. Sheriff shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if Sheriff is able to do so without reducing the normal and regular ongoing services that Sheriff otherwise would provide to City pursuant to this Contract. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between County and the bargaining unit(s) representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. City shall reimburse County its full, actual costs of providing such supplemental services at an amount computed by Sheriff, based on the current year's County law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after each such event.

3. Supplemental services for events operated by public entities on non-City property. At the request of City, through its City Manager, Sheriff may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-City property. Sheriff shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if Sheriff is able to do so without reducing services that Sheriff otherwise would provide to City pursuant to this Contract. City shall reimburse County its full, actual costs of providing such supplemental services at an amount computed by Sheriff, based on the current year's County law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after each such event.

4. Notwithstanding the foregoing, City, through its permit process, may utilize the services of Sheriff at events, for which City issues permits, that are operated by private individuals or entities or public entities. Sheriff shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in this Contract, City shall reimburse County for such additional services at an amount computed by Sheriff, based upon the current year's County law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after said services are rendered.

5. In accordance with Government Code Section 51350, County has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. Sheriff through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the Maximum Obligation of City. County shall not charge any additional amounts for enhanced helicopter services without written notification to the City.

C. Body Worn Camera And In Car Video:

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, body worn cameras (hereinafter called "BWC") that will be worn by Sheriff's personnel and In Car Video (hereinafter called "ICV") that will be mounted in vehicles designated by Sheriff for use within City service area.

2. Sheriff has the exclusive right to use said BWC and ICV for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition of BWC and the acquisition and installation of ICV, and b) recurring costs, as deemed necessary by County, including the costs of maintenance and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of BWC and ICV, are included in the costs set forth in the Maximum Obligation of City, unless City has already paid such costs.

4. If, following the initial acquisition of BWC and ICV referenced above, City requires BWC and ICV for additional Sheriff's personnel or vehicles designated for use in the City service area, County will purchase said additional BWC and ICV. Upon demand by County, City will pay to County a) the full costs of acquisition of additional BWC and the full cost of acquisition and installation of additional ICV, and b) the full recurring costs for said BWC and ICV, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. Said costs related to additional BWC and ICV are not included in, and are in addition to, the costs set forth in the Maximum Obligation.

5. County will replace and/or upgrade BWC and ICV as needed. The costs of replacing/upgrading BWC and ICV shall be paid by County from the replacement/upgrade funds to be paid by City in accordance with the foregoing. City shall not be charged any additional charge to replace or upgrade BWC and ICV.

D. Traffic Violator Apprehension Program:

1. County has established a Traffic Violator Apprehension Program ("the Program"), which is operated by Sheriff, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the County and in the cities that contract with County for Sheriff's law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for City to participate in the Program, City has adopted fees pursuant to Vehicle Code Section 22850.5, in the same amount as approved by County, as set forth in the resolution that is Attachment E (hereinafter called a "TVAP resolution"), and has directed that the revenue from such fee be used for the Program. City's participation in the Program may be terminated at any time by rescission or amendment of its TVAP resolution. In the event City 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fees and the Program, and 2) remains a participant in the Program thereafter, City's Manager, on behalf of City, and Sheriff, on behalf of County, have authority to execute an amendment of this Contract to substitute City's amended or new TVAP resolution for Attachment E to the Contract, as long as said amendment to this Contract does not materially change any other provision of this Contract. As County updates its fees for the Program periodically, County will provide written notice to City of the updated fees. City's participation in the Program will terminate if City determines not to adopt the updated fees for the Program.

2. County will make available for review, at the request of City, all financial data related to the Program as may be requested by City.

3. Fee revenue generated by County and participating cities will be used to fund the following positions, which will be assigned to the Program:

- Ten one hundredths of one (0.10) Sergeant
(8 hours per two-week pay period)
- One (1) Staff Specialist
(80 hours per two-week pay period)
- One (1) Office Specialist
(80 hours per two-week pay period)

4. Fee revenue generated by City may be used to reimburse City for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for

reimbursement, City shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment F.

The request shall be submitted within the budget schedule established by Sheriff. Sheriff shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by City's fee, to pay for the requested purchase, and 2) City will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase.

In the event that City terminates its participation in the Program, City agrees that the equipment purchased by City and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by City's TVAP resolution in effect at the time of purchase.

5. In the event the fees adopted by County, City and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, County, at the option of City, will reduce the level of Program service to be provided to City or will continue to provide the existing level of Program services. County will charge City the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of City. The amount of any revenue shortfall charged to City will be determined, at the time the revenue shortfall is experienced, according to City's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Contract so providing. Decisions about how to reduce the level of Program service provided to City shall be made by Sheriff with the approval of City.

E. Mobile Data Computers:

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, mobile data computers (hereinafter called "MDCs") that are or will be mounted in patrol vehicles and motorcycles, designated by County for use within City limits.

2. Sheriff has the exclusive right to use said MDCs for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to City, and b) recurring costs, as deemed necessary by County, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in the Maximum Obligation of City unless City has already paid such costs.

4. If, following the initial acquisition of MDCs referenced above, City requires MDCs for additional patrol cars or motorcycles designated for use in City, or for City's Emergency Operations Center, County will purchase said additional MDCs. Upon demand by County, City will pay to County a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in the Maximum Obligation of City.

5. County will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs shall be paid by County from the replacement/upgrade funds to be paid by City in accordance with the foregoing. City shall not be charged any additional charge to replace or upgrade MDCs.

F. E-Citation Units:

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, E-Citation units designated by County for use within City limits.

2. Sheriff has the exclusive right to use said E-Citation units for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition of E-Citation units that are assigned to City, and b) recurring costs, as deemed necessary by County, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in the Maximum Obligation of City unless City has already paid such costs.

4. If, following the initial acquisition of E-Citation units referenced above, City requires additional E-Citation units designated for use in City, County will purchase said additional E-Citation units. Upon demand by County, City will pay to County a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in the Maximum Obligation of City.

5. County will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by County from the replacement/upgrade funds to be paid by City in accordance with the foregoing. City shall not be charged any additional charge to replace or upgrade E-Citation units.

G. Equipment:

1. As part of the law enforcement services to be provided to City, County shall purchase motorcycles and radios that meet certain law enforcement standards as determined by the County (hereinafter "Equipment").

2. City shall pay County the full costs to County of a) the acquisition of Equipment, b) recurring costs, c) the costs of maintenance, and d) replacement and upgrade of such Equipment when they become functionally or technologically obsolete, as deemed necessary by County. The costs to be paid by City are included in the costs set forth in the Maximum Obligation of City.

3. The Equipment purchased by the County for services to the City shall be the property of the County.

4. Radios and motorcycles previously purchased by the City for County law enforcement services to the City shall be the property of and maintained by the City. Notwithstanding the Indemnification provisions of this Contract, County shall be responsible to City for any damage to City radios and motorcycles caused by County's act or omission.

H. Fuel:

1. City shall be responsible for the cost of fuel used for services in this Contract. City may: 1) provide fuel via the City's fuel pumps or 2) otherwise pay the County for the provision of fuel in a manner that is acceptable to both Parties. For motorcycles, the City shall pay the County for the provision of fuel in a manner that is acceptable to both Parties. For all other vehicles, City and County shall mutually agree on which method shall be utilized. Limited reimbursement of such costs is included in the costs set forth in Attachment B.

I. Booking:

1. Persons detained in City will be booked into the Sheriff Intake-Release Center. Persons will not be booked or housed at the Police Station.

PAYMENT PROVISIONS

1. Compensation: Pursuant to Government Code Section 51350, City agrees to pay to County the full costs of performing the services mutually agreed upon in this Contract. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and County General overhead.

The Maximum Obligation of City for services to be provided by the County for the period July 1, 2026 through June 30, 2027 shall be \$3,634,846 (herein "Maximum Obligation"). The County shall provide the City with a new Maximum Obligation prior to the start of the new fiscal year term for the remaining fiscal years included in this Contract Term, if applicable.

The overtime costs included in the Contract are only an estimate. Sheriff shall notify City of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed City's Maximum Obligation.

2. Personnel and Deployment:

A. City shall pay the full costs of employees in the following instances:

1. County-paid holidays.
2. Sick leave to the extent that it does not exceed the greater of a.) 12 days per year, per position, or b.) the amount of leave accrued by an employee assigned to City during the time he or she has been assigned to City.
3. Vacation leave to the extent it does not exceed an amount permitted by County to be accumulated by an employee at any one time.
4. Training as mandated by the California Commission on Peace Officers Standards and Training (P.O.S.T.) or as mandated by Sheriff.
5. Bereavement leave as authorized by County.
6. Jury duty leave as authorized by County.
7. Responses to mutual aid and natural or man-made disasters or emergencies, unless the County provides a replacement employee, in which case the City will pay for one employee.

B. A position unfilled for any period as a result of Workers' Compensation leave shall be considered on leave. A position unfilled for any period as a result of reassignment to another function within Sheriff's Department shall be considered vacant. The County will provide a credit to the City for the hours a position is vacant. The credit may be offset with overtime and reconciled at fiscal year-end.

C. The Sheriff shall not charge the City when an employee, usually assigned to the City, participates in specialized Sheriff services that are available throughout the County, including in City, in accordance with County Resolution No. 89-1160. If the Sheriff determines that overtime coverage of the employee's absence at City is required, the additional cost of such overtime will not be charged to the City.

Notwithstanding the above, in the event that County personnel provide services in response to mutual aid and natural or man-made disasters or emergencies and the County subsequently receives reimbursement for those services, the County will credit the reimbursement to the City.

3. Invoice: County shall invoice City monthly and will require payment by City of one-twelfth (1/12) of the Maximum Obligation of City. If a determination is made that increases due to Employee Bargaining must be paid, County thereafter shall include the pro-rata charges for such increases in its monthly invoices to City for the balance.

4. Employee Bargaining: At the time this Contract is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for County employees. If changes result in the County incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to City hereunder, City shall pay County, the full costs of said increases to the extent

such increases are attributable to work performed by such personnel after the starting date of this Contract. City shall pay County in full for such increases on a pro-rata basis over the portion of the Contract term remaining after County notifies City that increases are payable.

If City is required to pay for such increases, County, at the request of City, will thereafter reduce the level of service provided to City to a level that will make the Maximum Obligation of City an amount specified by City. The purpose of such adjustment of service levels will be to give City the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by City. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Contract. Decisions about how to reduce the level of service provided to City shall be made by Sheriff with the approval of City.

5. Billing Policy: City shall pay County in accordance with County Board of Supervisors' approved County Billing Policy dated October 27, 1992. The provisions of the policy, including a discount for early payment, shall apply to this Contract. Payments made electronically via a credit card or through a banking system that charges Merchant Fees, Service Fees, or any other Fees shall be the responsibility of the City. If the County is charged any of the before mentioned fees, the City shall be responsible for payment of these fees to the County.

6. Late Penalties: County shall charge City late payment penalties in accordance with County Billing Policy.

7. Licensing Payments: As payment for the Licensing Services described in this Contract, County shall retain all fees paid by applicants for licenses pursuant to City ordinances. Retention of said fees by County shall constitute payment in full to County for costs incurred by County in performing the functions related to licensing; provided, however, that if any of said fees are waived or reduced by City, City shall pay to County the difference between the amount of fees retained by County and the fees that were set forth in the City's ordinances at the time this Contract was executed. If City increases the fee schedule for the licensing ordinances, either party shall have the right to seek amendment of this Contract with respect to the division of the increased fees between City and County.

8. Fees: Fees generated or collected by Sheriff contract personnel for response to false alarms or copying of documents related to the services provided in this Contract will be at County-established rates and will be credited to City on an annual basis. Narcotic asset forfeitures will be handled pursuant to Attachment G.

Revenue generated by City fees, including but not limited to the following, will be at rates established by City and will be retained by City:

- a. Bicycle licensing
- b. Fingerprinting
- c. Visa letters
- d. Report duplication
- e. DUI cost recovery
- f. Special police services

ORANGE COUNTY SHERIFF-CORONER
LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA WOODS
FY 2026-27

LEVEL OF SERVICE

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
INVESTIGATION SERVICES:				
Investigator		0.50	\$ 406,642	\$ 203,321
PATROL AND TRAFFIC SERVICES:				
Sergeant	Patrol/Traffic	1.00	\$ 425,954	\$ 425,954
Sergeant	Patrol/Traffic	0.34	\$ 425,954	\$ 144,825
Deputy Sheriff II	Traffic	6.00	\$ 344,470	\$ 2,066,819
TOTAL POSITIONS		7.84		\$ 2,840,919

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	2.37%	\$ 6,380
Investigator	Traffic	1.00	2.37%	\$ 8,523
Deputy Sheriff II	Traffic	3.00	2.37%	\$ 28,859
Investigative Assistant	Traffic	2.00	2.37%	\$ 9,047
AUTO THEFT:				
Sergeant	Auto Theft	0.30	3.15%	\$ 4,225
Investigator	Auto Theft	2.00	3.15%	\$ 26,376
Investigative Assistant	Auto Theft	1.00	3.15%	\$ 6,062
Office Specialist	Auto Theft	1.00	3.15%	\$ 4,515
DIRECT ENFORCEMENT:				
Sergeant	DET	1.00	0.00%	\$ -
Investigator	DET	1.00	0.00%	\$ -
COURTS:				
Investigative Assistant	Courts	2.00	2.03%	\$ 7,243
TOTAL REGIONAL/SHARED		14.90		\$ 101,230

OTHER CHARGES AND CREDITS:

OTHER CHARGES:	
Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; enhanced helicopter response services; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for five and thirty-four hundredths (4.84) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education pay, MART pay and on-call pay; services and supplies; and transportation charges.	
CREDITS:	
Credits include: AB 109 (2011 Public Safety Realignment); estimated vacancy credits; reimbursement for false alarms; reimbursement for training and miscellaneous programs.	
TOTAL OTHER CHARGES AND CREDITS	\$ 692,697
TOTAL COST OF SERVICES	\$ 3,634,846

**CITY OF LAGUNA WOODS
LICENSING ORDINANCES**

BINGO GAME
BINGO OFFICIAL
CANVASSER/SOLICITOR
COIN DEALER
COMMERCIAL FORTUNETELLER
DANCE INSTRUCTOR (NUDE)
DANCE STUDIO (NUDE)
ESCORT
ESCORT BUREAU
FIGURE MODEL (NUDE)
FIGURE MODEL STUDIO (NUDE)
GUN DEALER
INTERLOCUTRIX (NUDE)
INTRODUCTORY SERVICE
JUNK COLLECTOR
JUNK DEALER
MEDICAL MARIJUANA DISPENSARY
PEDDLER
POOL ROOM
PUBLIC DANCE
RAP SESSION (NUDE)
SECONDHAND DEALER (Pawnbroker)
TAXICAB STAND

RESOLUTION NO. 24-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 21-04; ADOPTING A MODIFIED ADMINISTRATIVE FEE TO RECOVER NO MORE THAN THE ORANGE COUNTY SHERIFF'S DEPARTMENT'S REASONABLE ADMINISTRATIVE COSTS RELATING TO THE REMOVAL, IMPOUND, STORAGE, OR RELEASE OF VEHICLES PROPERLY IMPOUNDED PURSUANT TO THE CALIFORNIA VEHICLE CODE ("TRAFFIC VIOLATOR APPREHENSION PROGRAM FEE"); AND, DETERMINING THAT THE FEE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, pursuant to applicable California law, cities may charge rates or fees that are equal to or less than the reasonably anticipated costs of providing a service, conferring a benefit, granting a privilege, performing regulatory duties, enforcing laws, or as a condition of property development; and

WHEREAS, the Orange County Sheriff-Coroner ("the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended, as well as to educate the public about the requirements of the California Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

WHEREAS, the Sheriff operates the Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the cities of Orange County that contract for the Sheriff's law enforcement services; and

WHEREAS, operating the Traffic Violator Apprehension Program on an area-wide basis without regard to jurisdictional boundaries between unincorporated areas of Orange County and the cities, serves the public purposes of the City because drivers routinely cross jurisdictional boundaries, making an area-wide approach to the reduction of traffic accidents and driver education effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in the unincorporated areas of Orange County and in cities that contract for the Sheriff's law enforcement services during the normal course of duty; and

WHEREAS, the Sheriff impounds said vehicles pursuant to authority under the California Vehicle Code as follows:

California Vehicle Code Section and Impound Ground

14602.6	Suspended, revoked or unlicensed driver/30-day hold
22651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h) (1)	Driver arrested
22651 (h) (2)	Order of suspension or revocation pursuant to Section 13388
22651 (i) (1)	Multiple parking citations
22651 (j)	Lack of vehicle registration
22651 (k)	Parking over 72 hours
22651 (l)	Parking in a construction zone
22651 (m)	Violation of special events restriction
22651 (n)	No parking zone
22651 (o) (1)	Vehicle registration is incorrect, falsified or expired by more than six months
22651 (p)	Driver unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights
22651 (u)	Acting as a car dealer without a license or temporary permit
22651 (v)	Illegally letting stand a mobile billboard advertisement
22651 (w)	Second or subsequent violation of an ordinance
22655.3	Removal for investigation (fleeing in violation of sections 2800.1 or 2800.2)
22655.5 (a)	Vehicle was used as the means of committing a public offense
22655.5 (b)	Vehicle is evidence of crime
22669	Abandoned vehicle

; and

WHEREAS, on March 28, 2000, the Orange County Board of Supervisors adopted Resolution No. 00-96, which established fees for the Traffic Violator Apprehension Program that were applicable in the unincorporated areas of Orange County. The fees that were established by County of Orange Resolution No. 00-96 address the Sheriff's administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

WHEREAS, California Vehicle Code Section 22850.5 authorizes the City Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

WHEREAS, on April 18, 2001, the City Council adopted Resolution No. 01-11, which authorized the Sheriff to collect fees in the City in connection with the Traffic Violator Apprehension Program in amounts identical to the County of Orange's fees as set forth in County of Orange Resolution No. 00-96; and

WHEREAS, the Orange County Board of Supervisors has established an interest-earning, budgeted special revenue fund, called the "Traffic Violator Fund" and designated as Fund 13B, to be controlled by the Sheriff; and

WHEREAS, the Orange County Board of Supervisors has directed that proceeds from the Traffic Violator Apprehension Program fees be deposited into the Traffic Violator Fund; and

WHEREAS, the Orange County Board of Supervisors has directed that funds from the Traffic Violator Fund must be used to reimburse the Sheriff for the administrative costs associated with the removal, impound, storage, and release of vehicles in accordance with the California Vehicle Code; and

WHEREAS, a cost study prepared in September 2020 by the Sheriff calculated the reasonable administrative costs relating to the removal, impound, storage, and release of a vehicle in the amount of \$144 per removal; and

WHEREAS, on November 17, 2020, the Orange County Board of Supervisors adopted Resolution No. 20-161, which updated the County of Orange's Traffic Violator Apprehension Program fees based on the September 2020 cost study prepared by the Sheriff and, in doing so, reviewed findings of compliance with Section 1(e)(2) of Article XIII C of the California Constitution; and

WHEREAS, on February 17, 2021, the City Council adopted Resolution No. 21-04, which authorized the Sheriff to collect fees in the City in connection with the Traffic Violator Apprehension Program in amounts identical to the County of Orange's fees as set forth in County of Orange Resolution No. 20-161; and

WHEREAS, a cost study prepared in March 2024 by the Sheriff calculated the reasonable administrative costs relating to the removal, impound, storage, and release of a vehicle in the amount of \$174 per removal; and

WHEREAS, on June 25, 2024, the Orange County Board of Supervisors adopted Resolution No. 24-085, which updated the County of Orange's Traffic Violator Apprehension Program fees based on the March 2024 cost study prepared by the Sheriff and, in doing so, reviewed findings of compliance with Section 1(e)(2) of Article XIII C of the California Constitution; and

WHEREAS, consistent with the City's authority under California Vehicle Code Section 22850.5, the Sheriff has requested that the City modify its Traffic Violator Apprehension Program fees to match the County of Orange's updated fee; and

WHEREAS, the City Council desires to modify its Traffic Violator Apprehension fees to match the County of Orange's updated fee; and

WHEREAS, the City Council desires for the Sheriff to continue to collect the Traffic Violator Apprehension fee on behalf of the City. Continuing with such a practice will ensure that persons/entities whose vehicles are impounded, rather than the public as a whole, bear the administrative costs of such impounds; and

WHEREAS, California Vehicle Code Section 22850.5 imposes the following restrictions on the imposition of an administrative fee:

- (a) The charges shall only be imposed on the registered owner or the agents of that owner and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs; and
- (b) Any charges shall be collected by the local or state authority only from the registered owner or an agent of the registered owner; and
- (c) The charges shall be in addition to any other charges authorized or imposed pursuant to [the California Vehicle Code]; and
- (d) No charge may be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner. In addition, the charge may be imposed only upon the person requesting that hearing or appeal.

; and

WHEREAS, it is unfair to impose the administrative fee authorized by

California Vehicle Code Section 22850.5 in the following circumstances: 1) when the vehicle was left because it became inoperable while being driven, if the registered owner makes good faith attempts promptly to remove the vehicle from a location where it was not permitted; 2) when the vehicle was stolen; 3) When the vehicle was left by an ill or injured driver; and/or, 4) when it is demonstrated to the satisfaction of the Sheriff's designated personnel that neither the registered owner of the vehicle nor his/her/their agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, the existing and proposed Traffic Violator Apprehension Program fees, as well as the March 2024 cost study prepared by the Sheriff, were made available to the public at and from Laguna Woods City Hall beginning on September 25, 2024, and on the City's website beginning on September 25, 2024; and

WHEREAS, on October 14, 2024, the City Council held a duly noticed public hearing on this Resolution at which the members of the City Council, utilizing their independent judgement, reviewed and considered all of the information, evidence, and testimony presented, both written and oral.

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 action is not subject to the California Environmental Quality Act (Pub. Resources Code, Sec. 21000 et seq.) ("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 Guideline section 15378(b)(4) excludes "government funding mechanisms or other government fiscal activities" from its definition of "project" when they "do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment," as is the case here. Even if this action were subject to CEQA, it would be categorically exempt under CEQA Guideline section 15273, which applies to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by the City, when such charges are

for the purpose of (1) meeting operating expenses, including employee wage rates and fringe benefits, and (2) purchasing or leasing supplies, equipment, or materials – as is the case with the Traffic Violator Apprehension Program Fee. Finally, this action is exempt from CEQA 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. Upon the effective date of the Traffic Violator Apprehension Program Fee set forth in Section 4 of this resolution, all previous Traffic Violator Apprehension Program fees adopted by resolution of the City Council shall be repealed including, without limitation, Resolution No. 21-04.

SECTION 4. On October 15, 2024, the administrative fee indicated below shall become effective for the removal, impound, storage, or release of vehicles properly impounded after removal from locations in the City in accordance with or on account of provisions of the California Vehicle Code listed below:

A fee of \$174 for each removal of a vehicle in accordance with or on account of violation of California Vehicle Code sections:

California Vehicle Code Section and Impound Ground

14602.6	Suspended, revoked or unlicensed driver/30-day hold
22651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h) (1)	Driver arrested
22651 (h) (2)	Order of suspension or revocation pursuant to Section 13388
22651 (i) (1)	Multiple parking citations
22651 (j)	Lack of vehicle registration
22651 (k)	Parking over 72 hours
22651 (l)	Parking in a construction zone
22651 (m)	Violation of special events restriction
22651 (n)	No parking zone
22651 (o) (1)	Vehicle registration is incorrect, falsified or expired by more than six months
22651 (p)	Driver unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights
22651 (u)	Acting as a car dealer without a license or temporary permit

22651 (v)	Illegally letting stand a mobile billboard advertisement
22651 (w)	Second or subsequent violation of an ordinance
22655.3	Removal for investigation (fleeing in violation of sections 2800.1 or 2800.2)
22655.5 (a)	Vehicle was used as the means of committing a public offense
22655.5 (b)	Vehicle is evidence of crime
22669	Abandoned vehicle

In adopting such fee, the City Council finds that the amount of the fee does not exceed the reasonable costs of providing the services for which the fee is charged.

; and

SECTION 5. The Sheriff is authorized to collect the fee established herein, on behalf of the City, at the time of release of vehicles that are subject to the fee.

SECTION 6. The fee established herein shall only be imposed on the registered owner or the agent of the registered owner of the impounded vehicle, and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the California Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

SECTION 7. The fee established herein shall be collected only from the registered owner or an agent of the registered owner of the impounded vehicle, and shall be in addition to any other charges authorized or imposed pursuant to the California Vehicle Code.

SECTION 8. The fee established herein complies with California Vehicle Code Section 22850.5(b)(4) as the supporting March 2024 cost study prepared by the Sheriff did not include administrative costs for conducting a hearing or appeal related to the removal, impound, storage, or release of a vehicle.

SECTION 9. The Sheriff shall not impose the fee established herein in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the registered owner makes good faith attempts promptly to remove the vehicle from a location where it was not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; and/or, (d) when it is demonstrated to the satisfaction of the Sheriff's designated personnel

that neither the registered owner of the vehicle nor his/her/their agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle

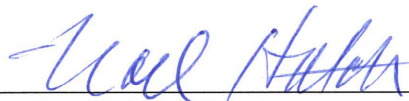
SECTION 10. A registered owner or an agent of a registered owner who believes he/she/they are exempt from the fee established herein under any of the criteria listed in this resolution above may apply in writing for a waiver of the fee and shall present such supporting information or documentation, as the Sheriff may request, to the Sheriff's designated personnel. Upon the presentation of a written application for waiver of said fee, together with such supporting documentation as may be requested by the Sheriff, the Sheriff's designated personnel or his/her/their designee shall determine promptly whether the applicant meets the criteria for a waiver of the fee and if so, shall waive the fee.

SECTION 11. Until further order of the City Council, the Sheriff is directed to deposit the proceeds of the fee established herein into the Traffic Violator Fund described herein. Proceeds from the Traffic Violator Fund shall be used in conformance with the County of Orange's restrictions for the same, as well as in conformance with any applicable provisions set forth in the City's agreement with the County for the Sheriff's law enforcement services.

SECTION 12. Until further order of the City Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this resolution that remains at the end of a fiscal year, as long as such fee proceeds will be used for the purposes provided herein.

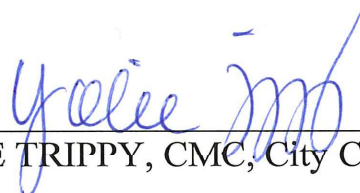
SECTION 13. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this 14th day of October 2024.



NOEL HATCH, 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. 24-37** was duly adopted by the City Council of the City of Laguna Woods at an adjourned regular meeting thereof, held on the 14th day of October 2024, by the following vote:

AYES: COUNCILMEMBERS: Hatch, Horne, Conners, McCary, Moore
NOES: COUNCILMEMBERS: -
ABSTAIN: COUNCILMEMBERS: -
ABSENT: COUNCILMEMBERS: -



YOLIE TRIPPY, CMC, City Clerk

ATTACHMENT F

**ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM**

REQUEST	CONTRACT CITY			
	Participating City Request to Purchase From the TVA in FY		Date	
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILITY TO TVA PROGRAM</u>	<u>ESTIMATED COST</u>
CERTIFICATION	THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM CITY MANAGER REQUEST: Printed Name _____ Signature: _____ DATE _____			
APPROVALS	ORANGE COUNTY SHERIFF-CORONER DEPARTMENT			
	<u>Recommended For Approval</u> CITY POLICE SERVICES CHIEF		MANAGER – TVA PROGRAM	

OCSD
BUDGET
USE ONLY

ATTACHMENT G**POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS****BACKGROUND**

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel, and subsequently forfeited to COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to guidelines by the forfeiting agency of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by SHERIFF, to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, pursuant to the forfeiting agency's guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of assets. In his application, SHERIFF shall specify the percentage of shared assets returned to SHERIFF that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

Assets (cash or property) that are returned to SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and SHERIFF shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

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7.6 STREET SWEEPING SERVICES

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

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
SCA OF CA, LLC
FOR STREET SWEEPING SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this _____ ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and SCA of CA, LLC ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 1, 2026 and ending at 11:59 p.m. on June 30, 2030. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of 11:59 p.m. on June 30, 2032.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part

ITEM 7.6

of this AGREEMENT. CONSULTANT shall perform work only as requested by CITY. This AGREEMENT does not state, convey, imply, or infer a specific, minimum or expected amount of work or compensation for as needed services or reimbursables. Compensation for services shall not exceed the amounts specified in EXHIBIT "B" "COMPENSATION".

(b) No later than the 15th of each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the categories required by CITY, which are subject to change at the discretion of CITY. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event that any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

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

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT, nor to constitute any waiver of any type of relief or remedy, legal or equitable, arising out of any breach or nonperformance of any aspect of the AGREEMENT by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work in its discretion within sixty (60) days after submitted to CITY. Any rejection of work by CITY shall be by written explanation. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 13 and 14 of this AGREEMENT, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents, notwithstanding any billing or compensation disputes that may then exist between CITY and CONSULTANT.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

ITEM 7.6

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

(c) CONSULTANT shall: (i) recruit, screen, interview, and assign its employees (the "ASSIGNED EMPLOYEES") to perform the work described in EXHIBIT "A" for CITY at the location(s) specified in EXHIBIT "A"; (ii) pay ASSIGNED EMPLOYEES wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as CONSULTANT deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES; (iv) ensure ASSIGNED EMPLOYEES are legally authorized to work in the United States; and, (v) have sole responsibility for providing and will provide necessary health coverage to ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(d) CONSULTANT shall not use any independent contractors to perform the services described in EXHIBIT "A" on CONSULTANT's behalf unless approved in writing by CITY in advance.

(e) CONSULTANT represents that: (i) it is solely responsible for all required training of ASSIGNED EMPLOYEES under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws; (ii) it has, and during the term of this AGREEMENT shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; (iii) it is solely responsible for the supervision of ASSIGNED EMPLOYEES; (iv) it is solely responsible for all pre-employment screening and testing of ASSIGNED EMPLOYEES, as may be required or allowed by law, including Form I-9 verification, criminal background checks, industry-specific checks, other background checks, and related recordkeeping; and, (v) it is solely responsible for performance managing, disciplining, and terminating its ASSIGNED EMPLOYEES.

(f) Neither CONSULTANT, nor any of CONSULTANT's officers, officials, employees, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

(g) This AGREEMENT shall in no way prohibit the CITY from entering into other agreements or contracts, hiring staff or making other such arrangements with other persons and/or entities relative to the services set forth in EXHIBIT "A" "SCOPE OF SERVICES".

SECTION 9. STANDARD OF PERFORMANCE.

ITEM 7.6

CONSULTANT represents and warrants that it has the qualifications, experience, personnel, and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent, and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

(a) CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT, including but not limited to regulations and rules pertaining to any grant awards or third-party funding with which this AGREEMENT is funded in whole or in part. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. CITY shall not be responsible for monitoring CONSULTANT's compliance with federal, state, and local laws, statutes, codes, ordinances, or regulations. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

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

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

(d) CONSULTANT affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CONSULTANT shall comply with any such requirements and CITY shall cooperate with CONSULTANT's compliance.

(e) CONSULTANT has sole responsibility for providing, and will provide, the necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and

ITEM 7.6

its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(f) Upon reasonable written notice to CONSULTANT, CITY may inspect CONSULTANT's records to verify CONSULTANT's compliance with this AGREEMENT.

SECTION 11. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, official, employee, agent, or subcontractor without the express written consent of the City Manager of CITY or his or her designee. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 12. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

ITEM 7.6

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

SECTION 13. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation CONSULTANT's breach of any representation, warranty or obligations of CONSULTANT set for in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 14 "INSURANCE" of this AGREEMENT shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

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

SECTION 14. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of

ITEM 7.6

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

SECTION 15. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors. CONSULTANT shall be solely liable and responsible for the actions, conduct, and performance of subcontractors, including but not limited to ensuring their compliance with SECTION 10 "COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES" of this AGREEMENT.

SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's ASSIGNED EMPLOYEES. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's ASSIGNED EMPLOYEES, prior to any such performance.

SECTION 17. TERMINATION OF AGREEMENT.

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

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

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

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all

ITEM 7.6

property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY immediately upon demand by CITY, notwithstanding any billing disputes that may then exist under this AGREEMENT. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 "COMPENSATION AND METHOD OF PAYMENT" of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 18. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 19. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 20. COOPERATION BY CITY.

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

SECTION 21. NOTICES.

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

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

To CONSULTANT: SCA of CA, LLC
Attn: Legal
3031 N. Rocky Point Drive, West,

Suite 730
Tampa, FL 33607

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

SECTION 22. AUTHORITY TO EXECUTE.

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

SECTION 23. BINDING EFFECT.

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

SECTION 24. MODIFICATION OF AGREEMENT.

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

SECTION 25. WAIVER.

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

SECTION 26. LAW TO GOVERN; VENUE.

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

SECTION 27. ATTORNEYS FEES, COSTS, AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled

to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 28. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 29. SEVERABILITY.

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

SECTION 30. NO THIRD-PARTY BENEFICIARIES.

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

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

CITY OF LAGUNA WOODS:

CONSULTANT:

Christopher Macon, City Manager

Patrick Bobo, CLO, Secretary

Brad Becker, Regional Vice President

Approved as to Form:

Alisha Patterson, City Attorney

EXHIBIT "A"**SCOPE OF SERVICES**

CONSULTANT shall perform and complete street sweeping services by providing all labor, tools, equipment, materials, and supplies necessary to complete work in a professional, thorough, and timely manner, in accordance with standards and specifications as contained in this AGREEMENT.

Prevailing Wage Notice

CITY REQUIRES CONSULTANT TO PAY PREVAILING WAGE FOR ALL STREET SWEEPING WORK PERFORMED UNDER THIS AGREEMENT, WITHOUT EXCEPTION. CONSULTANT AGREES AND ACKNOWLEDGES, BY ITS SIGNATURE ON THIS AGREEMENT, THAT PREVAILING WAGES WILL BE PAID ON ALL STREET SWEEPING SERVICES PERFORMED HEREUNDER. In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONSULTANT shall be required to pay to all persons employed for this work by CONSULTANT sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770,1773,17733.1"

California Department of Industrial Relations Notice

California Department of Industrial Relations Registration Requirement – No contractor or subcontractor may be listed on a proposal for this work unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Types of Service

Street sweeping services are intended to maintain public streets, gutters, and related on-street right-of-way clean and free of debris. CONSULTANT shall provide street sweeping services, accordingly, on the portions of El Toro Road, Moulton Parkway, Ridge Route Drive, and Santa Maria Avenue that are located within CITY's jurisdiction.

CONSULTANT shall provide the following services:

1. *Routine Weekly Street Sweeping* shall occur once per week on all portions of El Toro Road,

ITEM 7.6

Moulton Parkway, Ridge Route Drive, and Santa Maria Avenue that are located within CITY's jurisdiction. Routine weekly street sweeping shall occur between 9 p.m. on Tuesday and 8 a.m. on the immediately following Wednesday.

- a. CONSULTANT may reschedule any routine weekly street sweeping due to inclement weather when such weather would (1) imperil safety or (2) significantly interfere with the effective operation of equipment. Rescheduled dates shall be approved by CITY, in writing, and are subject to cancellation at CITY's discretion.
2. *As-Needed Street Sweeping* shall occur as requested by CITY on any or all portions of El Toro Road, Moulton Parkway, Ridge Route Drive, and Santa Maria Avenue that are located within CITY's jurisdiction. As-needed street sweeping may be required at any time, Monday through Sunday (including on federal holidays) with as little as 24 hours' notice. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as-needed street sweeping services.

Standards for Personnel

3. CONSULTANT shall designate a project manager who shall be responsible for overseeing all work performed under this AGREEMENT and coordinating the same with CITY. He/she/they shall have at least two (2) years of experience involving street sweeping and be fluent in the English language.
4. CONSULTANT shall require its street sweeping personnel to either (1) wear a uniform identifying its company name or (2) wear an identification card identifying its company name visible at all times while performing street sweeping services. CONSULTANT shall be solely responsible for ensuring that its street sweeping personnel have access to, and properly utilize, all necessary supplies and equipment to perform work safely and accurately.
5. CONSULTANT's personnel shall possess all of the following:
 - a. Proper licensure and training for operation of equipment utilized.
 - b. Ability to operate equipment in accordance with the manufacturer's recommendations.
 - c. Ability to make required operator/mechanical adjustments to the equipment being used.
 - d. Knowledge of safety regulations as they relate to street sweeping.
 - e. Knowledge of the safety and uniform standards required by this AGREEMENT.

Standards of Practice

6. CONSULTANT shall provide street sweeping services in all of the following areas, unless otherwise noted, in writing, by CITY:
 - a. Street areas, including curb lines along both sides of streets. For street areas where no curb exists, street sweeping shall extend to the edge of the pavement.

ITEM 7.6

- b. Median areas, including along all curbs on raised medians, along noses or ends of raised medians, along curb returns (radii), and over all portions of painted medians.
 - c. Intersection turn pockets, center areas, dead spots, and cross-gutters.
7. CONSULTANT shall provide street sweeping services in the same direction as traffic flow, observing all applicable laws and regulations.
 8. CONSULTANT shall provide street sweeping services in a manner that seeks to minimize total vehicle miles traveled.
 9. CONSULTANT's street sweeping services shall normally consist of a single pass over an area, however, additional passes shall be made and additional effort exerted, as necessary, to remove all loose debris that would normally be collected by a fully operational mechanical street sweeper (e.g., sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter). Loose debris swept onto driveway aprons, sidewalks, and curb ramps shall require additional passes. If debris cannot be re-swept, CONSULTANT shall manually remove the debris.
 10. CONSULTANT shall remove minor obstructions that cannot be swept over (e.g., small tree limbs, palm fronds, rocks, silt, mud, and trash) from the sweeping path, rather than sweep around. CONSULTANT shall report large obstructions (e.g., impaired vertical or horizontal clearance by tree limbs, parked vehicles, and construction waste) that cause any area to be unable to be swept, immediately, to CITY.
 11. CONSULTANT shall be responsible for making lawful arrangements to obtain any water necessary to be used during street sweeping activities (e.g., hydrant meters). In the event that CONSULTANT encounters an inoperable or "dead" fire hydrant, CONSULTANT shall report such condition, immediately, to CITY and the El Toro Water District.
 12. CONSULTANT shall prevent unnecessary noise resulting from its work and comply with the Laguna Woods Municipal Code's noise standards, as may change from time-to-time.

Standards for Equipment

13. CONSULTANT's street sweepers shall be combination vacuum/broom sweepers, unless an alternative street sweeper type is approved by CITY, in writing, at CITY's discretion.
14. CONSULTANT's street sweepers must be equipped with a left-gutter broom for median-adjacent work; all others may be single or dual gutter broom machines.
15. CONSULTANT's street sweepers shall be capable of sweeping a minimum eight foot (8') width as measured from the outside edge of the gutter broom in a single pass along a curb.
16. CONSULTANT's street sweepers shall utilize a warning light (rotating or beacon) that is clearly visible from all sides of the street sweeper, and a rear-mounted left/right arrow stick,

or comparable traffic safety lights, at all times when providing street sweeping services.

17. CONSULTANT shall:

a. [CITY's preference to help meet its annual recovered organic waste product procurement target under 14 California Code of Regulations (CCR) Section 18993.1] Use street sweepers fueled with renewable gas derived from organic waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted or authorized by 14 CCR to recover organic waste, to the degree that such renewable gas is available. CONSULTANT shall maintain records pertaining to the renewable gas procured and used for street sweepers under this AGREEMENT and submit such records to CITY on a schedule to be determined by CITY. Records submitted to CITY shall include, but not be limited to, the following: (1) description of the street sweeper(s) using renewable gas; (2) description of when and where the renewable gas was used; (3) quantity of renewable gas solely used for street sweeping services for each month of the term of this AGREEMENT; (4) type and source of the renewable gas, including the name, physical location, and contact information for each entity, operation, or facility from which the renewable gas was procured; and, (4) invoices or other records demonstrating procurement of the renewable gas.

AND/OR

b. Use street sweepers powered by alternative fuels, meaning street sweepers with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered to be street sweepers powered by alternative fuels.

AND/OR

c. Use street sweepers fueled with low-sulfur diesel, meaning diesel fuel that has a maximum sulfur content of 15 parts per million.

18. CONSULTANT shall keep all equipment in good working order and shall maintain, operate, and utilize the same in full compliance with applicable manufacturer's instructions, California Department of Transportation (DOT) requirements, and California Division of Occupational Safety and Health (Cal/OSHA) requirements.

Clean-up and Waste Disposal

19. CONSULTANT shall not permit any personnel or member of the public to collect, salvage, or remove any debris resulting from street sweeping.

20. If CONSULTANT chooses to utilize a third-party to haul debris resulting from any street sweeping services, it shall be a requirement to use CITY's franchise solid waste handling services provider (currently CR&R Incorporated), as may change from time-to-time.

ITEM 7.6

CONSULTANT shall provide CITY with documentation of the tonnage and composition of debris disposed of, and the manner and location of disposition, before any compensation is provided for services rendered. Documentation shall be in form sufficient to CITY.

EXHIBIT "B"

COMPENSATION

CONSULTANT shall be compensated using the following rates:

- Routine Weekly Street Sweeping – \$896.10 per week
- As-Needed Street Sweeping – \$195.00 per hour

The rates set forth in this EXHIBIT “B” are all-inclusive. CITY shall not provide separate or supplemental compensation to CONSULTANT.

CONSULTANT’s rates shall increase on July 1 of each calendar year in the amount of any increase in the Bureau of Labor Statistics’ Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers (CPI-U), between May of the then-current and previous years.

EXHIBIT "C"**INSURANCE**

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

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

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

(2) Insurance Services Office form number CA 0001 (Ed. 03/10) covering Automobile Liability. The auto liability policy must cover all non-owned autos, scheduled autos, and hired autos subject to the written approval of CITY.

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

(4) Professional liability insurance.

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

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

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

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

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

ITEM 7.6

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

ITEM 7.6

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

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

7.7 TRAFFIC ENGINEERING SERVICES

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

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

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this _____ ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Iteris, Inc. ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 1, 2026 and ending at 11:59 p.m. on June 30, 2029. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of 11:59 p.m. on June 30, 2031.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

ITEM 7.7

AGREEMENT does not state, convey, imply, or infer a specific, minimum or expected amount of work or compensation for as needed services or reimbursables. Compensation for services shall not exceed the amounts specified in EXHIBIT "B" "COMPENSATION".

(b) No later than the 15th of each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the categories required by CITY, which are subject to change at the discretion of CITY. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event that any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

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

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT, nor to constitute any waiver of any type of relief or remedy, legal or equitable, arising out of any breach or nonperformance of any aspect of the AGREEMENT by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work in its discretion within sixty (60) days after submitted to CITY. Any rejection of work by CITY shall be by written explanation. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 13 and 14 of this AGREEMENT, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents, notwithstanding any billing or compensation disputes that may then exist between CITY and CONSULTANT.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

ITEM 7.7

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

(c) CONSULTANT shall: (i) recruit, screen, interview, and assign its employees (the "ASSIGNED EMPLOYEES") to perform the work described in EXHIBIT "A" for CITY at the location(s) specified in EXHIBIT "A"; (ii) pay ASSIGNED EMPLOYEES wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as CONSULTANT deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES; (iv) ensure ASSIGNED EMPLOYEES are legally authorized to work in the United States; and, (v) have sole responsibility for providing and will provide necessary health coverage to ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(d) CONSULTANT shall not use any independent contractors to perform the services described in EXHIBIT "A" on CONSULTANT's behalf unless approved in writing by CITY in advance.

(e) CONSULTANT represents that: (i) it is solely responsible for all required training of ASSIGNED EMPLOYEES under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws; (ii) it has, and during the term of this AGREEMENT shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; (iii) it is solely responsible for the supervision of ASSIGNED EMPLOYEES; (iv) it is solely responsible for all pre-employment screening and testing of ASSIGNED EMPLOYEES, as may be required or allowed by law, including Form I-9 verification, criminal background checks, industry-specific checks, other background checks, and related recordkeeping; and, (v) it is solely responsible for performance managing, disciplining, and terminating its ASSIGNED EMPLOYEES.

(f) Neither CONSULTANT, nor any of CONSULTANT's officers, officials, employees, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

(g) This AGREEMENT shall in no way prohibit the CITY from entering into other agreements or contracts, hiring staff or making other such arrangements with other persons and/or entities relative to the services set forth in EXHIBIT "A" "SCOPE OF SERVICES".

SECTION 9. STANDARD OF PERFORMANCE.

ITEM 7.7

CONSULTANT represents and warrants that it has the qualifications, experience, personnel, and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent, and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

(a) CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT, including but not limited to regulations and rules pertaining to any grant awards or third-party funding with which this AGREEMENT is funded in whole or in part. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. CITY shall not be responsible for monitoring CONSULTANT's compliance with federal, state, and local laws, statutes, codes, ordinances, or regulations. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

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

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

(d) CONSULTANT affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CONSULTANT shall comply with any such requirements and CITY shall cooperate with CONSULTANT's compliance.

(e) CONSULTANT has sole responsibility for providing, and will provide, the necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and

ITEM 7.7

its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(f) Upon reasonable written notice to CONSULTANT, CITY may inspect CONSULTANT's records to verify CONSULTANT's compliance with this AGREEMENT.

SECTION 11. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, official, employee, agent, or subcontractor without the express written consent of the City Manager of CITY or his or her designee. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 12. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

CONSULTANT's conduct.

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

SECTION 13. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation CONSULTANT's breach of any representation, warranty or obligations of CONSULTANT set forth in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 14 "INSURANCE" of this AGREEMENT shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

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

SECTION 14. INSURANCE.

ITEM 7.7

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

SECTION 15. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors. CONSULTANT shall be solely liable and responsible for the actions, conduct, and performance of subcontractors, including but not limited to ensuring their compliance with SECTION 10 "COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES" of this AGREEMENT.

SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's ASSIGNED EMPLOYEES. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's ASSIGNED EMPLOYEES, prior to any such performance.

SECTION 17. TERMINATION OF AGREEMENT.

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

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

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

ITEM 7.7

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

SECTION 18. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 19. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 20. COOPERATION BY CITY.

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

SECTION 21. NOTICES.

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

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

To CONSULTANT: Iteris, Inc.
Attn: Legal Department

ITEM 7.7

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

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

SECTION 22. AUTHORITY TO EXECUTE.

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

SECTION 23. BINDING EFFECT.

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

SECTION 24. MODIFICATION OF AGREEMENT.

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

SECTION 25. WAIVER.

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

SECTION 26. LAW TO GOVERN; VENUE.

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

SECTION 27. ATTORNEYS FEES, COSTS, AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled

to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 28. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 29. SEVERABILITY.

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

SECTION 30. NO THIRD-PARTY BENEFICIARIES.

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

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

CITY OF LAGUNA WOODS:

CONSULTANT:

Christopher Macon, City Manager

Steven Bradley, Senior Vice President

Approved as to Form:

Alisha Patterson, City Attorney

EXHIBIT "A"**SCOPE OF SERVICES**

CONSULTANT shall perform and complete traffic engineering services by providing all labor, tools, equipment, materials, and supplies necessary to complete work in a professional, thorough, and timely manner, in accordance with standards and specifications as contained in this AGREEMENT.

Regular services shall include the following, unless cancelled in writing by CITY:

Daily Tasks (Monday through Friday, excluding CONSULTANT's observed holidays)
(not to exceed 25 hours per month without CITY's prior written authorization)

- Log into CITY's Centrac traffic signal system and video detection camera systems for approximately one hour during AM or PM peak periods
- Monitor traffic conditions in real time
- Observe traffic signal operations at all signalized intersections controlled by CITY
- Ensure all detections are working properly
- Address any issues found (e.g., minor timing change) immediately. If an issue is hardware related, notify CITY and CITY's traffic signal maintenance contractor immediately.

Monthly Task (once per month)

(not to exceed two hours per month without CITY's prior written authorization)

- Provide monitoring reports to CITY that summarize the specific changes made and tasks done during the month, as well as the date and times that all routine daily tasks were performed (first four bullets under "Daily Tasks" above). The reports are intended to keep CITY informed of the current state of the intersections and traffic signal operations, as well as to provide supporting documentation for invoices. CITY shall not pay invoices from CONSULTANT until after all reports have been received for the month invoiced.

As-needed services may include the following, only when requested by CITY:

As-Needed Traffic Signal Operations

- Update traffic signal timing parameters per applicable federal or state standards (e.g., pedestrian flashing-don't walk, yellow change interval, etc.)
- Design, implement, fine-tune, and monitor traffic signal synchronization and progression
- Respond to requests for traffic signal timing check
- Prepare and implement traffic responsive or "flush" timing plans
- Prepare traffic signal timing sheets
- Implement and fine-tune traffic signal timing for new or modified signals
- Review traffic signal timing sheets prepared by others
- Prepare traffic signal operations simulation models

As-Needed Traffic Engineering Design

CONSULTANT shall prepare traffic engineering plans, specifications, and estimates that conform to applicable CITY and Caltrans standards, including for:

- New traffic signal installation
- Traffic signal modifications
- Signing and striping
- Street lighting
- Work area traffic control
- Traffic signal interconnect (twisted-pair copper, fiber-optic, and/or wireless)
- Intelligent Transportation System (ITS) (e.g., video detection and CCTV cameras)

As-Needed Construction Inspection Services

CONSULTANT shall assist CITY during the construction of traffic-related projects, including:

- Construction bidding
- Responses to contractor's requests for information (RFI)
- Pre-construction meetings
- Review material submittals and shop drawings
- Construction inspections
- Review contractor's change order requests
- Traffic signal timing setup and intersection start up
- Review and approve punch lists
- Prepare as-built drawings
- Assist with negotiating construction deficiency remedies

As-Needed Transportation Planning Study Preparation

- Traffic impacts studies
- Parking studies
- Traffic circulation analysis
- Vehicle miles traveled (VMT) analysis
- General plan circulation elements
- Travel demand forecasting
- Corridor studies
- Infrastructure transportation planning studies
- Multi-modal transportation planning projects (e.g., rail, highway, non-motorized, goods movement, bus rapid transit, and advanced technologies)

As-Needed Warrant Analysis

CONSULTANT shall perform or review warrant analysis, engineering studies and investigation, including:

- Traffic signal warrant analysis
- Left-turn warrant analysis
- Stop warrant analysis
- Crosswalk request

- Speed hump request
- Line-of-sight analysis

As-Needed CITY Representation

CONSULTANT shall represent CITY or accompany CITY personnel and/or CITY officials to any meetings or presentations and support them on any traffic engineering-related issues and negotiations. Meetings may include, but are not limited to, City Council meetings, committee meetings, public outreach meetings, meetings with private developers and consultants, meetings with other cities, and meetings with other agencies (e.g., Caltrans, County of Orange, Orange County Transportation Authority, and Southern California Association of Governments).

As-Needed Safety Monitoring

CONSULTANT's safety monitoring services range from evaluating existing traffic conditions and traffic safety to reviewing design plans as it relates to private development. Traffic safety assessments typically involve the review of accident data to assess recent accident history and the development of collision diagrams to identify the locations of accidents, by type, frequency, and cause. CONSULTANT shall use such data to determine locations where field observations are necessary to identify factors which may contribute to the accidents or safety concerns.

As-Needed Speed Survey Preparation

CONSULTANT shall prepare engineering and traffic surveys for speed limits in accordance with applicable provisions of the California Vehicle Code.

As-Needed Plan Check and Report Review

CONSULTANT shall provide plan checking and report review services to CITY for any types of traffic and transportation engineering deliverables prepared by others, including:

- Traffic signal plans
- Signing and striping plans
- Street lighting plans
- Work area traffic control plans
- Traffic signal interconnect (twisted-pair copper, fiber-optic, and/or wireless) plans
- ITS plans
- Traffic impacts study reports
- Parking study reports
- Traffic analysis portion of environment impact reports (EIR)

EXHIBIT "B"**COMPENSATION**

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

Table B-1: Compensation Schedule

CONSULTANT Personnel Title	Hourly Rate ¹
Assistant Engineer	\$135
Associate Engineer	\$160
Engineer	\$180
Senior Engineer	\$210
Assistant City Traffic Engineer	\$250
City Traffic Engineer	\$275
Expert Advisor	\$310

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

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

Hourly and other compensation rates set forth in this EXHIBIT "B" shall increase by 3% each July 1 beginning on July 1, 2027 for the term of this AGREEMENT.

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

EXHIBIT "C"**INSURANCE**

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

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

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

(2) Insurance Services Office form number CA 0001 (Ed. 03/10) covering Automobile Liability. The auto liability policy must cover all non-owned autos, scheduled autos, and hired autos subject to the written approval of CITY.

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

(4) Professional liability insurance.

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

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

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

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

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

ITEM 7.7

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

ITEM 7.7

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

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

7.8 TRAFFIC SIGNAL, STREET LIGHT, AND CITY HALL LIGHTING MAINTENANCE SERVICES

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

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**EXTENSION OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
BEAR ELECTRICAL SOLUTIONS, INC.
FOR TRAFFIC SIGNAL, STREET LIGHT, AND CITY HALL LIGHTING
MAINTENANCE SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on June 28, 2023, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Bear Electrical Solutions, Inc. ("CONSULTANT"), is made and entered into this _____ by and among the CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between July 1, 2023 and 11:59 p.m. on June 30, 2026; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT through a maximum of 11:59 p.m. June 30, 2028; and

WHEREAS, the AGREEMENT allows for amendments to the AGREEMENT provided they are made in writing and approved by both parties to the AGREEMENT; and

WHEREAS, CITY has identified a need for and requested CONSULTANT provide services through 11:59 p.m. on June 30, 2028; and

WHEREAS, CONSULTANT is willing and able to provide the additional services requested by CITY, subject to the terms and conditions of this EXTENSION.

NOW THEREFORE, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2026 and ending at 11:59 p.m. on June 30, 2028 with no changes to the terms and conditions of the AGREEMENT except as provided herein.

[SIGNATURES ON NEXT PAGE]

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

CITY OF LAGUNA WOODS:

Approved as to Form:

By _____
Christopher Macon, City Manager

Alisha Patterson, City Attorney

CONSULTANT:

By _____
Robert Asuncion, Vice President

7.9 SOFTWARE LICENSING AND IMPLEMENTATION SERVICES

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

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Billing Address:
LAGUNA WOODS, CA CITY OF
ATTN: ACCOUNTS PAYABLE
24264 EL TORO ROAD
LAGUNA WOODS CA 92637
Chris Macon
+1 (949) 639-0525
cmacon@cityoflagunawoods.org

Shipping Address
City of Laguna Woods
24264 El Toro Rd

Laguna Woods CA 92637-3488

Quoted By Brandon Swanson
Quote Expiration 10/21/26
Quote Name HR Management

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
Human Resources Management (Includes Position Budgeting)	\$ 4,498	\$ 900	\$ 3,598
TOTAL:	\$ 4,498	\$ 900	\$ 3,598

Third Party Software & Hardware			Extended	
Description	Quantity	Unit Price	Price	Annual
ERP Pro				
Third Party Software				
Third Party Verification Services - Work Number by Equifax	1	\$ 0	\$ 0	\$ 0
TOTAL:			\$ 0	\$ 0

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	88	\$ 10,560
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 10,810

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 3,598
Total Third Party Hardware, Software, Services	\$ 0	\$ 0
Total Tyler Services	\$ 10,810	
Summary Total	\$ 10,810	\$ 3,598

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.

Third Party Verification Services Work Number by Equifax

Third Party Verification Services will be provided pursuant to the Equifax Verification Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case, found at <https://www.tylertech.com/client-terms/equifax-verification-terms-of-service>.

Human Resources Management (Includes Position Budgeting)

Includes Position Budgeting, Tyler University, and Fraud, Risk & Compliance.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WITH RESPECT TO ALL CYBERSECURITY OFFERINGS, INCLUDING FRAUD, RISK & COMPLIANCE, (A) TYLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO OUTCOMES OR ERRORS AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) IN NO EVENT WILL TYLER BE LIABLE FOR THE ACTIONS OF ANY MALICIOUS OR CRIMINAL ACTORS, AND (C) TYLER DOES NOT WARRANT THAT SUCH OFFERINGS WILL PREVENT A BREACH OF SYSTEM SECURITY FROM OCCURRING.

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.

- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- 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.#:

7.10 WASTE MANAGEMENT CONSULTING SERVICES

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

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**EXTENSION OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
CITYGREEN CONSULTING, LLC
FOR WASTE MANAGEMENT CONSULTING SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on June 5, 2025, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and CityGreen Consulting, LLC ("CONSULTANT"), is made and entered into this _____ by and among the CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between July 1, 2024 and 11:59 p.m. on June 30, 2025; and

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

WHEREAS, the AGREEMENT allows for amendments to the AGREEMENT provided they are made in writing and approved by both parties to the AGREEMENT; and

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

WHEREAS, CITY has identified a need for and requested CONSULTANT provide services through 11:59 p.m. on June 30, 2027; and

WHEREAS, CONSULTANT is willing and able to provide the additional services requested by CITY, subject to the terms and conditions of this EXTENSION.

NOW THEREFORE, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2026 and ending at 11:59 p.m. on June 30, 2027 with no changes to the terms and conditions of the AGREEMENT except as provided herein.

[SIGNATURES ON NEXT PAGE]

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

CITY OF LAGUNA WOODS:

Approved as to Form:

By _____
Christopher Macon, City Manager

Alisha Patterson, City Attorney

CONSULTANT:

By _____
Michael Balliet, President

7.11 WOODS END WILDERNESS PRESERVE TRAIL DRAINAGE AND IMPROVEMENT PROJECT

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

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: May 20, 2026 City Council Meeting

SUBJECT: Woods End Wilderness Preserve Trail Drainage and Improvement Project

Recommendation

1. Approve the final record plans and specifications reflecting completion of the “Woods End Wilderness Preserve Trail Drainage and Improvement Project” as prepared by the project architect and their licensed professionals.

AND

2. Accept project completion of the contract agreement with Millsten Enterprises, Inc. for the construction of the “Woods End Wilderness Preserve Trail Drainage and Improvement Project” 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 “Woods End Wilderness Preserve Trail Drainage and Improvement Project,” 35 days following recordation of the notice of completion with the County of Orange, to the extent allowed by state law.

Summary

The Woods End Wilderness Preserve Trail Drainage and Improvement Project is included in the Fiscal Years 2025-36 Capital Improvement Program.

The City Council awarded the construction contract agreement for the Woods End Wilderness Preserve Trail Drainage and Improvement Project to Millsten Enterprises, Inc. on October 15, 2025. Construction is now complete.

The Woods End Trailhead reopened to the public on May 5, 2026. A press release announcing the reopening is included as Attachment A.

Documents Available for Review

The final record plans and specifications reflecting completion of the Woods End Wilderness Preserve Trail Drainage and Improvement Project as prepared by the project architect (RJM Design Group) and their licensed professionals (civTEC, Glasir Design, and GMU) are available for public review at City Hall during normal working hours.

Report Prepared With: April Baumgarten, Public Works Administrator

Attachment: A – Press Release dated May 5, 2026



**CITY OF LAGUNA WOODS
PRESS RELEASE**

Woods End Trailhead Reopens After Renovation

FOR IMMEDIATE RELEASE

May 5, 2026

LAGUNA WOODS, CA – The City of Laguna Woods' Woods End Trailhead reopened on May 5, 2026, after having been closed for several months of renovation.

The Woods End Trailhead is part of a 10.6-acre property owned by the City of Laguna Woods and operated by OC Parks that provides hiking access to the Laguna Coast Wilderness Park, including the nearby James Dilley Greenbelt Preserve and Barbara's Lake. It is located at 24995 El Toro Road, Laguna Woods, CA 92637, just north of the intersection of El Toro Road and Aliso Creek Road.

The Laguna Woods City Council and representatives from Assemblymember Dixon's Office, Senator Choi's Office, OC Parks, and the Coastal Greenbelt Authority celebrated the City of Laguna Woods' renovation of the Woods End Trailhead at a small gathering on May 5, 2026. The renovation was partially funded by California Proposition 68 and includes new monument signage, new facilities to manage stormwater runoff, and refreshed street-side fencing and landscaping. Four on-street parking spaces are provided.

The Woods End Trailhead property was purchased by the City of Laguna Woods in 2002 for open space preservation and wilderness park access. Prior to its purchase, private owners had contemplated constructing single-family homes on the property.

For more information on the Woods End Trailhead or the Laguna Coast Wilderness Park, please call OC Parks at (949) 923-2235 or visit www.ocparks.com/lagunacoast.

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7.12
SURVEILLANCE CAMERAS AT THE EL TORO
WATER DISTRICT'S OSO LIFT STATION

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

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MEMORANDUM OF UNDERSTANDING
TO ALLOW THE CITY OF LAGUNA WOODS TO INSTALL, OPERATE, AND MAINTAIN
SURVEILLANCE CAMERAS AT THE EL TORO WATER DISTRICT'S OSO LIFT
STATION ("MOU")

1. *AGREEMENT TO INSTALL, OPERATE, AND MAINTAIN SURVEILLANCE CAMERAS.* Effective on the date of execution below, the El Toro Water District, a California Water District formed and existing pursuant to Section 34000 *et seq.* of the California Water Code ("ETWD") consents to the City of Laguna Woods, a California municipal corporation ("CITY") causing surveillance cameras to be installed, operated, and maintained at the El Toro Water District's Oso Lift Station for the purpose of surveilling Woods End Wilderness Preserve, public right-of-way, and the Oso Lift Station. CITY's integration of such surveillance cameras with the Orange County Sheriff's Department's Connect Orange County program – should CITY elect to do so – is also specifically authorized by ETWD. The Oso Lift Station is located at Orange County Assessor's Parcel Number 622-071-21 in the City of Laguna Woods in the vicinity of the intersection of El Toro Road and Aliso Creek Road. The term of the parties' agreement as set forth in this MOU shall commence on the date of execution below and end at 11:59 p.m. on June 30, 2036. Such term may be terminated by either party to this MOU with 30 calendar days written notice to the other party. Such term may be extended upon written agreement of both parties to this MOU.
2. *PURCHASE.* CITY shall be responsible for purchasing all surveillance cameras and associated equipment at its sole expense. The specific make and model of the surveillance cameras shall be subject to mutual agreement of CITY's City Manager and ETWD's General Manager. Surveillance cameras and associated equipment purchased by CITY shall remain its property at all times and be removed by CITY within 30 calendar days of the expiration or termination of this MOU, whichever occurs first.
3. *LOCATION AND MANNER OF INSTALLATION.* CITY shall only install surveillance cameras on the light pole at the Oso Lift Station highlighted on the site plan attached hereto as Exhibit A. Surveillance cameras and associated equipment shall be pole-mounted and connected to existing electrical service at the Oso Lift Station. No ground-mounted equipment shall be installed. The specific installation location(s) and manner(s) of installation on the light pole shall require the prior approval of ETWD's General Manager. This MOU does not obligate ETWD to consent to any specific installation location(s) or manner(s) of installation.
4. *ELECTRICAL SERVICE.* Once installed, the cost of electrical service to the surveillance cameras and associated equipment shall be ETWD's responsibility at its sole expense. ETWD's obligation to provide electrical service shall not extend beyond paying utility service costs. Any costs associated with installing and maintaining connections between the surveillance cameras, all associated equipment, and the electrical service for such connections, shall be CITY's responsibility at its sole expense.
5. *MAINTENANCE AND REPLACEMENT.* CITY shall be responsible for all necessary maintenance and replacement of surveillance cameras and associated equipment, with the only exception being electrical service which shall be ETWD's responsibility at its sole expense. CITY agrees to maintain surveillance cameras and associated equipment in good working condition.

CITY and ETWD shall perform their obligations under this Section 5 at their sole expense.

6. *ACCESS.* ETWD shall provide CITY and its contractors with access to the Oso Lift Station, as necessary, to perform obligations under this MOU. Such access shall require escort by ETWD and be coordinated with ETWD at least 72 hours in advance, unless otherwise agreed. Such access shall be provided during ETWD's normal working hours, unless otherwise agreed. Should access outside ETWD's normal working hours be required, CITY agrees to compensate ETWD for overtime costs. This Section 6 shall not be interpreted as preventing CITY from performing its obligations under this MOU from its property adjacent to the Oso Lift Station (e.g., with a crane or boom truck), provided CITY provides ETWD with prior notice of its intent to do so and ETWD does not object, which objection shall not be unreasonable. ETWD agrees to not unreasonably withhold CITY's access to the Oso Lift Station.

7. *USE.* CITY shall provide ETWD with access to real-time and recorded footage captured by the surveillance cameras, at no cost to ETWD. CITY's and ETWD's access to and use of footage captured by the surveillance cameras shall comply with all applicable federal, state, and local laws and regulations including, without limitation, privacy laws. The surveillance cameras shall not function as, or be part of, an "automated license plate recognition system," as that term is defined in California Civil Code Section 1798.90.5(d), or successor state statute.

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

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

To ETWD: El Toro Water District
ATTN: General Manager
24251 Los Alisos Blvd.
Lake Forest, CA 92630

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

9. *INSURANCE.* CITY shall obtain and keep in force during the term of this MOU a program of self-insurance or commercial general liability insurance to cover CITY's liability arising from CITY's performance of its obligations hereunder with limits no less than one million dollars (\$1,000,000.00) and a policy or policies of workers' compensation insurance with limits no less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease. The commercial general liability policy shall be written on Insurance Services Office Form CG 00 01 covering commercial general liability on an "occurrence" basis.

CITY shall include in the policies required hereunder an Additional Insured endorsement and Primary Non-contributory endorsement naming the El Toro Water District, its elected and appointed officials, officers, agents, and employees as an additional insured.

CITY shall provide proof of its required insurance coverage to ETWD.

10. *INDEMNIFICATION.* CITY agrees to the fullest extent permitted by law, to indemnify and hold ETWD, ETWD's directors, officers, employees, and agents harmless from and against damages, liability, and costs (including reasonable attorneys' fees and costs of defense) as a result of CITY's installation, operation, and maintenance of surveillance cameras as specified herein.

11. *ASSIGNMENT.* This MOU shall not be assigned. Any purported assignment of this MOU shall be void and of no effect.

12. *NO THIRD-PARTY BENEFICIARIES.* This MOU, its provisions, and its covenants, are for the sole and exclusive benefit of CITY and ETWD. Unless otherwise stated herein, no other parties or entities are intended to be, nor shall be considered, beneficiaries of the performance by either CITY or ETWD of any of the obligations under this MOU.

13. *BINDING EFFECT.* This MOU shall be binding upon the heirs, executors, administrators, successors, and assigns of CITY and ETWD.

14. *AUTHORITY TO EXECUTE.* The person or persons executing this MOU on behalf of CITY and ETWD has reviewed the terms and conditions of this MOU and has had the opportunity to consult with legal counsel regarding them as CITY and ETWD has deemed appropriate.

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

15. *COUNTERPARTS.* This MOU may be executed in counterparts, each of which, when both parties hereto have signed this MOU, shall be deemed an original.

16. *ENTIRE AGREEMENT.* This MOU is the entire, complete, final, and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and ETWD prior to the execution of this MOU. No statements, representations, or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this MOU shall be valid and binding unless in writing duly executed by CITY and ETWD or their authorized representatives.

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

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the latter day and year dated below.

CITY OF LAGUNA WOODS:

Annie McCary, Mayor

Date

THE ABOVE SIGNATURE SHALL BE NOTARIZED.
ATTACH ACKNOWLEDGEMENT FORM.

Approved by the City Council on: _____, 2026

Approved as to Form:

Alisha Patterson, City Attorney

EL TORO WATER DISTRICT:

Kathryn Freshley, President

Date

Dennis Cafferty, General Manager/Secretary

Date

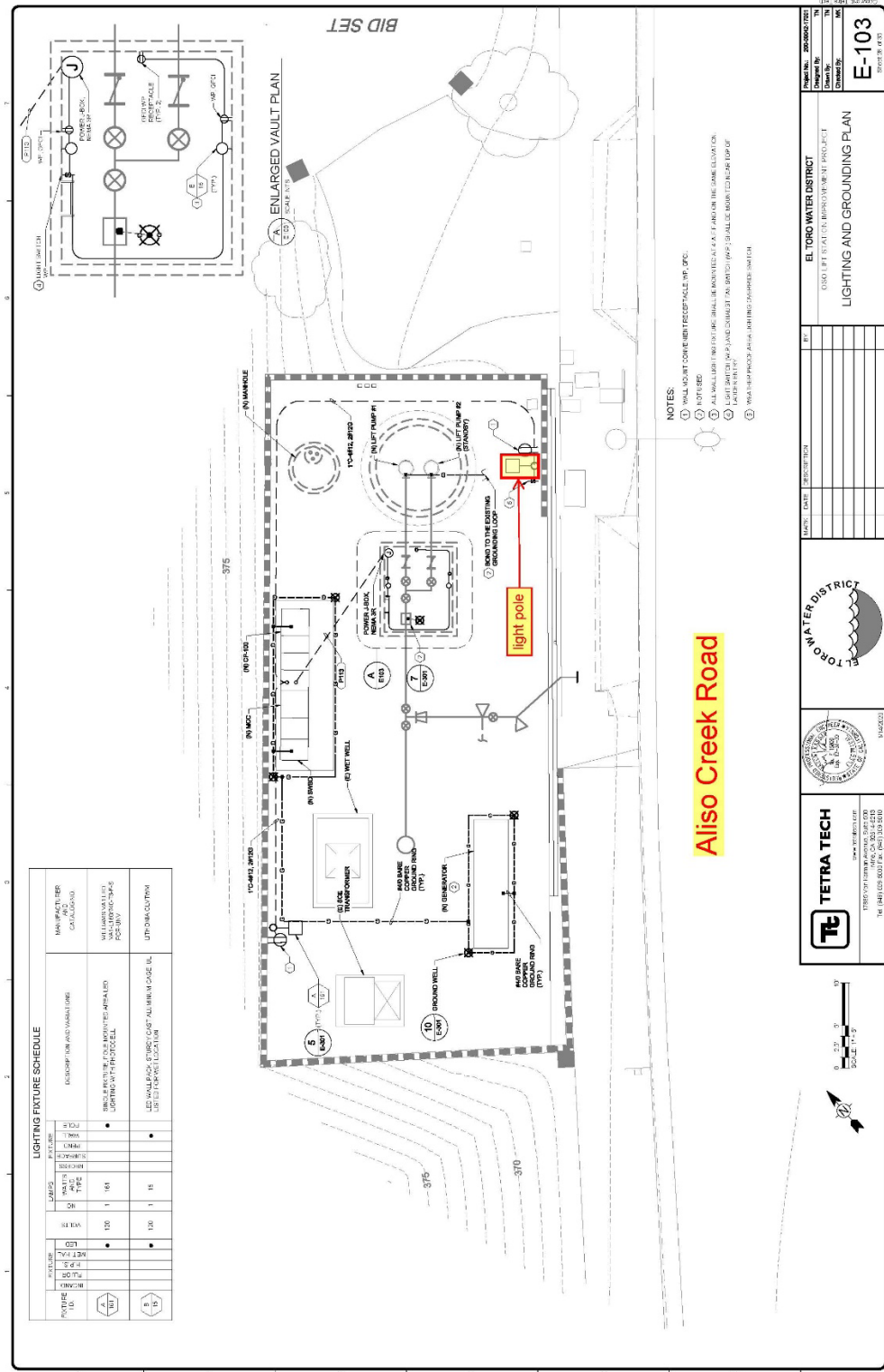
THE ABOVE SIGNATURES SHALL BE NOTARIZED.
ATTACH ACKNOWLEDGEMENT FORM.

Approved by the Board of Directors on: _____, 2026

Approved as to Form:

Gilbert J. Granito, General Counsel

Exhibit A **Permitted Installation Location**



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7.13 GENERAL MUNICIPAL ELECTION

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

WHEREAS, under the provision of the laws of the State of California relating to general law cities, a General Municipal Election shall be held on Tuesday, November 3, 2026, for the regularly scheduled election of two (2) members of the City Council for the full term of four (4) years.

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. Pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of Laguna Woods, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing two (2) members of the City Council for the full term of four (4) years (“Election”).

SECTION 3. The ballots to be used at the Election shall be in the form and content as required by law.

SECTION 4. The City Clerk is authorized, instructed, and directed to coordinate with the County of Orange Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the Election.

SECTION 5. The precincts, ballot drop box locations and hours of operation, vote center locations and hours of operation, vote-by-mail procedures and timing, the election officers, and all other persons and procedures for the Election shall be the same as those utilized by the County of Orange.

SECTION 6. In all particulars not recited in this resolution, the Election shall be regulated and done in accordance with the provisions of law regulating the statewide or special election.

SECTION 7. Notice of the time and place of holding the Election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the

Election in time, form, and manner as required by law.

SECTION 8. The City Clerk is authorized to administer the Election and all reasonable and actual Election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 9. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

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

ANNIE MCCARY, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 26-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2026, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 WITH THE GENERAL ELECTION TO BE HELD ON THE SAME DATE, PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10403

WHEREAS, the City Council has called a General Municipal Election to be held on Tuesday, November 3, 2026, for the purpose of electing two (2) members of the City Council for the full term of four (4) years; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the General Election to be held on the same date and that within the City, the precincts, voting methods (i.e., ballot drop boxes, vote centers, and vote-by-mail balloting), and election officers of the two elections be the same, and that the County of Orange Registrar of Voters canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

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. Pursuant to the requirements of California Elections Code Section 10403, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of the General Municipal Election with the General Election on Tuesday, November 3, 2026, for the purpose of the electing two (2) members of the City Council for the full term of four (4) years (“Election”).

SECTION 3. The form for election of the members of the City Council is to appear on the ballot substantially as follows:

CITY OF LAGUNA WOODS
Member of the City Council
Vote for no more than Two

☐
☐
☐

(Candidate names to be inserted along with a write-in opportunity)

SECTION 4. The County of Orange Registrar of Voters is authorized to canvass the returns of the Election. The Election shall be held in all respects as if there were only one

election, and only one form of ballot shall be used. The Election shall be held and conducted in accordance with the provisions of law regulating the General Election, including without limitation, California Elections Code Section 10418.

SECTION 5. The Board of Supervisors of the County of Orange is requested to issue instructions to the County of Orange Registrar of Voters to take any and all steps necessary for the holding of the consolidated Election.

SECTION 6. The City recognizes that additional costs will be incurred by the County of Orange by reason of this consolidation and agrees to reimburse the County of Orange for any costs upon presentation of a properly submitted bill.

SECTION 7. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors of the County of Orange and the County of Orange Registrar of Voters.

SECTION 8. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

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

ANNIE MCCARY, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 26-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2026, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF THE CHARGE THAT WOULD BE LEVIED AGAINST CANDIDATES FOR A CANDIDATE STATEMENT TO BE INCLUDED IN VOTER INFORMATION GUIDES

WHEREAS, the City Council has called a General Municipal Election to be held on Tuesday, November 3, 2026, for the purpose of electing two (2) members of the City Council for the full term of four (4) years; and

WHEREAS, California Elections Code Section 13307 provides for the City Council to adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate statements.

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. This resolution shall apply only to the General Municipal Election to be held on Tuesday, November 3, 2026.

SECTION 3. General Provisions. Pursuant to California Elections Code Section 13307, each candidate for elective office to be voted for at the General Municipal Election to be held on Tuesday, November 3, 2026, may prepare a candidate statement on an appropriate form provided by the City Clerk. The candidate statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself/herself/themselves. The candidate statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. In addition to these restrictions, pursuant to California Elections Code Section 13308, the candidate statement shall be limited to a recitation of the candidate's own personal background and qualifications, and shall not in any way make reference to other candidates for that office or to another candidate's qualifications, character, or activities. The City Clerk shall not cause to be printed or circulated any statement that he/she/they determines is not so limited or that includes any reference prohibited by this section. The statement shall be filed in typewritten form in the Office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the

close of the nomination period. These general provisions shall also apply to candidate statements that will not be printed in the voter information guide, but will be posted on the County of Orange Registrar of Voters' website.

SECTION 4. Foreign Language Policy.

a) Pursuant to the Federal Voting Rights Act, candidate statements will be translated into all languages required by law and identified by the California Secretary of State as applicable to Orange County, pursuant to California Elections Code Section 14201, as may be amended.

b) The County of Orange Registrar of Voters will print and mail voter information guides, which include candidate statements filed by candidates who paid for such publication, translated into particular languages to only those voters who are on the County of Orange voter file as having requested a voter information guide in a particular language.

c) The County of Orange Registrar of Voters will make voter information guides and candidate statements in the required languages available at all polling places, on the County of Orange's website, and as required by law.

d) The City Clerk shall make sample ballots and candidate statements in the required languages available upon request in the Office of the City Clerk.

SECTION 5. Payment. The City Clerk shall require each candidate filing a candidate statement to pay \$370.00 to the City at the time of filing as a condition of his/her/their candidate statement being included in voter information guides. The candidate shall not be required to pay any additional costs.

SECTION 6. Miscellaneous.

a) All translations of candidate statements shall be provided by translators as provided in California Elections Code Section 13307.

b) The City Clerk shall require candidate statements to be formatted in a manner that is consistent with the standardized formatting guidelines utilized by the County of Orange Registrar of Voters.

c) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 7. Additional Materials. No candidate shall be permitted to include additional materials in voter information guides.

SECTION 8. The City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time nominating petitions are issued.

SECTION 9. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

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

ANNIE MCCARY, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 26-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2026, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, PROVIDING FOR TIE VOTES AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 TO BE RESOLVED BY LOT, IN ACCORDANCE WITH CALIFORNIA ELECTIONS CODE SECTION 15651

WHEREAS, the City Council has called a General Municipal Election to be held on Tuesday, November 3, 2026, for the purpose of electing two (2) members of the City Council for the full term of four (4) years; and

WHEREAS, California Elections Code Section 15651 allows a tie vote for any one or more offices of the City Council to be resolved by lot.

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. This resolution shall apply only to the General Municipal Election to be held on Tuesday, November 3, 2026.

SECTION 3. In the event of a tie vote (if any two or more candidates receive an equal and the highest number of votes for an office) as certified by the County of Orange Registrar of Voters, the City Council shall set a date, time, and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot, in accordance with California Elections Code Section 15651.

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

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

ANNIE MCCARY, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 26-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2026, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

7.14 CITY MANAGER PROFESSIONAL DEVELOPMENT EXPENDITURES

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

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: May 20, 2026 City Council Meeting

SUBJECT: City Manager Professional Development Expenditures

Recommendation

Authorize expenditures from the existing General Fund budget for the City Manager's membership in the International City/County Management Association (ICMA) and registration to participate in ICMA's Annual Conference, October 17-21, 2026, in Long Beach, California, in an amount not to exceed \$2,115.

For Additional Information

Please refer to Item 7.0 (Consent Calendar Summary).

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8.1

CONDITIONAL USE PERMIT CUP-2025-0007, A REQUEST BY ANDREW FOGG, ESQ. WITH COX, CASTLE & NICHOLSON LLP FOR APPROVAL OF A CONDITIONAL USE PERMIT TO AMEND PLANNING APPLICATION PA99-0027 TO ALLOW FOR THE MODIFICATION OF PAVEMENT STRIPING, MARKINGS, AND LEGENDS, AS WELL AS THE INSTALLATION OF RELATED SIGNAGE, WITHIN AN EXISTING PARKING LOT AND PARKING STRUCTURE TO INCREASE THE NUMBER OF ACCESSIBLE AND ALTERNATIVE VEHICLE PARKING STALLS, RESULTING IN A NET INCREASE OF ONE PARKING STALL, AT 24361 EL TORO ROAD, LAGUNA WOODS, CA 92637

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: May 20, 2026 City Council Meeting

SUBJECT: Conditional Use Permit CUP-2025-0007, a request by Andrew Fogg, Esq. with Cox, Castle & Nicholson LLP for approval of a conditional use permit to amend Planning Application PA99-0027 to allow for the modification of pavement striping, markings, and legends, as well as the installation of related signage, within an existing parking lot and parking structure to increase the number of accessible and alternative vehicle parking stalls, resulting in a net increase of one parking stall, at 24361 El Toro Road, Laguna Woods, CA 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-2025-0007 TO AMEND PLANNING APPLICATION PA99-0027 TO ALLOW FOR THE MODIFICATION OF PAVEMENT STRIPING, MARKINGS, AND LEGENDS, AS WELL AS THE INSTALLATION OF RELATED SIGNAGE, WITHIN AN EXISTING PARKING LOT AND PARKING STRUCTURE TO INCREASE THE NUMBER OF ACCESSIBLE AND ALTERNATIVE VEHICLE PARKING STALLS, RESULTING IN A NET INCREASE OF ONE PARKING STALL, AT 24361 EL TORO ROAD, LAGUNA WOODS, CA 92637, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Background

Andrew Fogg, Esq. with Cox, Castle & Nicholson LLP (“Applicant”) has submitted a land use application seeking approval of Conditional Use Permit CUP-2025-0007, which would amend Planning Application PA99-0027 to allow for the modification of pavement striping, markings, and legends, as well as the installation of related signage, within an existing parking lot and parking structure to increase the number of accessible and alternative vehicle parking stalls, resulting in a net increase of one parking stall, at 24361 El Toro Road, Laguna Woods, CA 92637.

The project location is located generally northeast of the intersection of El Toro Road and Calle Sonora and includes a two-story professional office building with a ground-level parking structure that is sometimes referred to as the “Garden Building” or “Garden Office Building.” The project, if approved, would result in modifications to only the ground-level parking structure and the existing surface parking lot at the project location.

The Orange County Assessor’s Parcel Number for the project location is 616-012-21 and the property owner is Juniper Town Centre PB, LLC, a Delaware limited liability company.

A vicinity map is included as Attachment B.

Table 1: Surrounding Land Uses

General Location	General Plan Land Use Designation	Land Use
North	Residential Community / Open Space / Commercial	Calle Sonora (private road) / Laguna Woods Village landscaped area adjacent to Gate 7 and Calle Sonora / Laguna Woods Village Community Center surface parking lot
South	Residential Community / Commercial	Calle Sonora (private road) / Portions of Town Centre and the Home Depot Center across El Toro Road
East	Commercial	Portions of Town Centre including, but not

		limited to, the Laguna Woods Village Community Center
West	Residential Community / Open Space	Calle Sonora (private road) / Laguna Woods Village landscaped area adjacent to Gate 7 and Calle Sonora

The project location is within the Professional and Administrative Office (PA) zoning district. Professional and Administrative Office designates areas to “provide for the development and preservation of an optimal environment for low to moderate intensity professional and administrative office uses and related uses on sites with large pervious open spaces and off-street parking facilities” (Laguna Woods Municipal Code Section 13.10.010).

Prior to the City’s incorporation, the County of Orange approved Planning Application PA99-0027 to allow for the development of the project location. As part of that approval, a total of 170 parking stalls were required across the parking lot and parking structure.

Discussion

The City Council is asked to conduct a public hearing on the application for Conditional Use Permit CUP-2025-0007 and, thereafter, consider approval of the same (Attachment A). Staff recommends approval, subject to the proposed conditions of approval (Exhibit A to Attachment A). The proposed conditions of approval would regulate the project in a manner consistent with the Laguna Woods Zoning Code.

At some point subsequent to the County of Orange’s approval of Planning Application PA99-0027 and without City approval, the parking structure was modified to convert two standard parking stalls to one accessible parking stall and an access aisle, resulting in a reduction of one required parking stall and deviation from the approved parking plan.

The proposed conditional use permit would resolve inconsistency between the parking required by Planning Application PA99-0027, the parking that currently exists, and the parking required by applicable codes, to ensure adequate parking is provided for the existing uses. “Adequate parking” includes ensuring that parking demands generated by all allowed uses at the project location are accommodated on-site at the project location.

The proposed conditional use permit includes modifications of pavement striping, markings, and legends, as well as the installation of related signage, to do the following:

- Parking Lot – Convert three standard parking stalls into four alternative vehicle parking stalls and one “no parking” aisle
- Parking Structure – Convert two standard parking stalls into two accessible parking stalls and one access aisle

The proposed modifications would result in a net increase of one parking stall.

The proposed conditional use permit would apply to the existing parking lot and parking structure based on existing uses within the building served by the same, as well as eligible successors, at the project location.

Fiscal Impact

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

Environmental Review

The City Council is asked to find that the project 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.

The City Council is also asked to find that, even if the project were subject to CEQA, it would be categorically exempt pursuant to Section 15301 of Title 14 of the California Code of Regulations, in that it consists of the operation or permitting of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Section 15301 of Title 14 of the California Code of Regulations states explicitly that the "key consideration [in determining whether such an exemption applies to a project] is whether the project involves negligible or no expansion of use."

Prior to the City's incorporation, the County of Orange approved Planning Application PA99-0027 to allow for the development of the project location. As part of that approval, a total of 170 parking stalls were required across the parking lot and parking structure. At some point subsequent to the County of Orange's approval of Planning Application PA99-0027 and without City approval, the parking structure was modified to convert two standard parking stalls to one accessible parking stall and an access aisle, resulting in a reduction of one required parking stall and deviation from the approved parking plan. The proposed conditional use permit would allow for modifications of pavement striping, markings, and legends, as well as the installation of related signage, to resolve inconsistency between the parking required by Planning Application PA99-0027, the parking that currently exists, and the parking required by applicable codes.

No change in the uses currently approved for the project location are included in the project.

Physical alterations included in the project are limited to exterior site improvements, including the installation of parking signage and minor modifications to pavement striping,

markings, and legends. Topographical features, impervious area, and the size of the existing building on the project site would remain unchanged.

Documents Available for Review

Related documents – including the applicant’s application and Planning Application PA99-0027 – are available for public review at City Hall during normal working hours.

Report Prepared With: Nadia Cook, Planning & Environmental Services Director
Justin Faylona, Senior Planner

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-2025-0007 TO AMEND PLANNING APPLICATION PA99-0027 TO ALLOW FOR THE MODIFICATION OF PAVEMENT STRIPING, MARKINGS, AND LEGENDS, AS WELL AS THE INSTALLATION OF RELATED SIGNAGE, WITHIN AN EXISTING PARKING LOT AND PARKING STRUCTURE TO INCREASE THE NUMBER OF ACCESSIBLE AND ALTERNATIVE VEHICLE PARKING STALLS, RESULTING IN A NET INCREASE OF ONE PARKING STALL, AT 24361 EL TORO ROAD, LAGUNA WOODS, CA 92637, AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Andrew Fogg, Esq. with Cox, Castle & Nicholson LLP (“Applicant”) submitted an application for Conditional Use Permit CUP-2025-0007 to amend Planning Application PA99-0027 to allow for the modification of pavement striping, markings, and legends, as well as the installation of related signage, within an existing parking lot and parking structure to increase the number of accessible and alternative vehicle parking stalls, resulting in a net increase of one parking stall, at 24361 El Toro Road, Laguna Woods, CA 92637 (“project” or “proposed project”); and

WHEREAS, the proposed project will resolve inconsistency between the parking required by Planning Application PA99-0027, the parking that currently exists, and the parking required by applicable codes, to ensure adequate parking is provided for the existing uses. In this context, “adequate parking” includes ensuring that parking demands generated by the proposed project and all other allowed uses at the project location are accommodated on-site at the project location; and

WHEREAS, on May 20, 2026, 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-2025-0007; 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-2025-0007, 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-2025-0007 has been determined to not be subject to the California Environmental Quality Act (“CEQA”); however, even if the project were subject to CEQA, it would be categorically exempt pursuant to Section 15301 of 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.*” The project location includes an existing building primarily used for professional offices, which are explicitly identified in the General Plan as typical commercial uses. The proposed project does not include any change in the uses currently approved for the project location. The proposed project is either in conformance with the General Plan’s maximum floor area ratio of 0.30 for the Commercial land use designation or was constructed prior to the effective date of such maximum floor area ratio. The proposed project does not include any change in the size of the existing building at the project location. Policy Objective M-8.1 of the General Plan Mobility Element is to “*establish and apply standards for development projects to provide adequate parking facilities for the proposed land uses based on location and expected trip generation.*” The proposed project will resolve inconsistency between the parking required by Planning Application PA99-0027, the parking that currently exists, and the parking required by applicable codes, to ensure adequate parking is provided for the existing uses.

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

The improvements included in the proposed project are consistent with the purpose and intent of the Professional and Administrative Office (PA) zoning district, which is to “*provide for the development and preservation of an optimal environment for low to moderate intensity professional and administrative office uses and related uses on sites with large pervious open spaces and off-street parking facilities.*” The proposed project is parking-related with all improvements occurring within existing off-street parking facilities serving existing low to moderate intensity professional and administrative office uses. The proposed project does not include any change in the uses currently approved for the project location. Several of the conditions of approval for the proposed project address public health, safety, and general welfare (see Finding #5 below), which further promotes 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 City staff's assessment of the same, the proposed project has been determined to not be subject to the California Environmental Quality Act ("CEQA"); however, even if the proposed project were subject to CEQA, it would be categorically exempt pursuant to Section 15301 of CEQA. 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 does not include any change in the uses currently approved for the project location. Physical alterations included in the proposed project are limited to exterior site improvements, including the installation of parking signage and minor modifications to pavement striping, markings, and legends. Topographical features, impervious area, and the size of the existing building at the project location will remain unchanged. All proposed improvements will occur within existing off-street parking facilities. Both the building and off-street parking facilities have existed for many years. There is no history of incompatibility with the 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. The proposed project will resolve inconsistency between the parking required by Planning Application PA99-0027, the parking that currently exists, and the parking required by applicable codes, to ensure adequate parking is provided for the existing uses. By doing so, the proposed project will ensure that parking demands generated by the proposed project and all other allowed uses at the project location are accommodated on-site at the project location, rather than impacting 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 it in a manner consistent with the purpose and intent of the Professional and Administrative Office (PA) zoning district as set forth in Laguna Woods Municipal Code Section 13.10.010(c) (*"To provide for the development and preservation of an optimal environment for low to moderate intensity professional and administrative office uses and related uses on sites with large pervious open spaces and off-street parking facilities. This district is intended to be located on heavily traveled streets or adjacent to commercial or industrial districts, and may be used to buffer residential areas."*). 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 proposed project will resolve inconsistency between the parking required by Planning Application PA99-0027, the parking that currently exists, and the parking required by applicable codes, to ensure adequate parking is provided for the existing uses. By doing so, the proposed project will ensure compliance with the California Building Standards Code and other applicable laws, rules, and regulations, which will promote public safety and welfare.

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-required public facilities 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 the project 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.

After reviewing the entire project record, the City Council also hereby determines and certifies that, even if the project were subject to CEQA, it would be categorically exempt pursuant to Section 15301 of Title 14 of the California Code of Regulations, in that it consists of the operation or permitting of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Section 15301 of Title 14 of the California Code of Regulations states explicitly

that the “key consideration [in determining whether such an exemption applies to a project] is whether the project involves negligible or no expansion of use.”

Prior to the City’s incorporation, the County of Orange approved Planning Application PA99-0027 to allow for the development of the project location. As part of that approval, a total of 170 parking stalls were required across the parking lot and parking structure. At some point subsequent to the County of Orange’s approval of Planning Application PA99-0027 and without City approval, the parking structure was modified to convert two standard parking stalls to one accessible parking stall and an access aisle, resulting in a reduction of one required parking stall and deviation from the approved parking plan. The project will allow for modifications of pavement striping, markings, and legends, as well as the installation of related signage, to resolve inconsistency between the parking required by Planning Application PA99-0027, the parking that currently exists, and the parking required by applicable codes.

No change in the uses currently approved for the project location are included in the project.

Physical alterations included in the project are limited to exterior site improvements, including the installation of parking signage and minor modifications to pavement striping, markings, and legends. Topographical features, impervious area, and the size of the existing building on the project site will remain unchanged.

SECTION 3. The City Council hereby approves Conditional Use Permit CUP-2025-0007 (on file with the City Clerk’s Office), 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 this XX day of XX 2026.

ANNIE MCCARY, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 26-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2026, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

ITEM 8.1 – Exhibit A to Attachment A

City of Laguna Woods

Conditions of Approval for Conditional Use Permit CUP-2025-0007

Conditional Use Applicant (Applicant): Andrew Fogg, Esq. with Cox, Castle & Nicholson LLP

Conditional Use Address: 24361 El Toro Road, Laguna Woods, CA 92637

Conditional Use Assessor's Parcel Number: 616-012-21

Property Owner of Assessor's Parcel Number 616-012-21 (Owner): Juniper Town Centre PB, LLC, a Delaware limited liability company

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-2025-0007 ("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:

- Modification of pavement striping, markings, and legends, as well as the installation of related signage, within an existing parking lot and parking structure to increase the number of accessible and alternative vehicle parking stalls, resulting in a net increase of one parking stall

This conditional use permit amends Planning Application PA99-0027, which was approved on June 23, 1999, only to the extent necessary to reflect the approved parking configuration. The conditions of approval for Planning Application PA99-0027 continue to apply and are incorporated herein by this reference. The conditions of approval for Planning Application PA99-0027 are supplemented by these additional conditions of approval for Conditional Use Permit CUP-2025-0007.

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

ITEM 8.1 – Exhibit A to Attachment A

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.
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,

ITEM 8.1 – Exhibit A to Attachment A

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 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

ITEM 8.1 – Exhibit A to Attachment A

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 of 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-2025-0007” 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. Exhibit A (Sheet A-001) is attached hereto and incorporated by reference including, without exception, all of the requirements set forth therein as notes, standards, and details. Full compliance with Exhibit A is required.
16. This conditional use permit shall be limited to the modification of pavement striping, markings, and legends, as well as the installation of related signage, within the existing parking lot and parking structure at the project location. No expansion or intensification of use is authorized.
17. The project location shall maintain 170 off-street parking stalls, consisting of the following, within the existing parking lot and parking structure at the project location, as shown on Exhibit A (Sheet A-001):
 - 160 standard parking stalls;
 - Four alternative vehicle parking stalls;
 - Four standard accessible parking stalls; and
 - Two van-accessible parking stalls.
18. No off-street parking stall shall be striped, marked, or signed as “reserved” or designated for exclusive use. This Condition of Approval #18 is not intended to prohibit striping, markings, legends, or signage required by the California Building Standards Code or other applicable federal, state, or local laws or regulations.

ITEM 8.1 – Exhibit A to Attachment A

19. All off-street parking stalls, access aisles, and “no parking” areas shall be maintained clear and unobstructed in the dimensions shown on Exhibit A (Sheet A-001). This Condition of Approval #19 is not intended to prohibit the use of off-street parking stalls and access aisles for the lawful vehicular circulation and parking purposes for which they are intended.
20. All signage and painted pavement and curb striping, markings, and legends shown on or required by Exhibit A shall be maintained in good working order, free from visible damage or defects, and free from fading, peeling, chipping, or other deterioration.

Signage, striping, markings, and legends shall be replaced or repainted by the Owner or his/her/their designee within 10 weekdays (Monday through Friday) of notification by City staff to the Owner as to City staff’s determination that any of the same are not in good working order or show signs of damage, defect, fading or other deterioration.

To ensure timely compliance with this condition, the City strongly advises the Owner to maintain, or caused to be maintained, a stockpile of replacement signs and paint of the required type and color (and/or “standby” contract agreements with third party contractors to provide the same within the timeframes required) so as to effectuate rapid replacement or repainting.

21. All exterior improvements, as shown in Exhibit A (Sheet A-001) and contemplated herein, shall be completed within 60 calendar days of approval of Conditional Use Permit CUP-2025-0007 (no later than 11:59 p.m. on July 19, 2026).

[EXHIBIT A FOLLOWS]

**OWNER ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL FOR
CONDITIONAL USE PERMIT CUP-2025-0007 (“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-2025-0007 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-2025-0007, which “run with the land.” References to “Owner” in the Conditions of Approval for Conditional Use Permit CUP-2025-0007 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’s 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-2025-0007, 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 – Juniper Town Centre PB, LLC, a Delaware limited liability company

Signature: _____ Date: _____

Full Name: _____ Title: _____

SIGNATURE MUST BE NOTARIZED; ATTACH ACKNOWLEDGEMENT.

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8.2

ACCESSORY DWELLING UNITS ORDINANCE

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: May 20, 2026 City Council Meeting

SUBJECT: Accessory Dwelling Units Ordinance

Recommendation

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010 AND 13.26.230 OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS; AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Background

The General Plan Housing Element includes the following program:

“Program H-1.4.1. Continue to maintain an ordinance that conforms to the provisions of California Government Code Section 65852.2 related to accessory dwelling units and junior accessory dwelling units, including amending the ordinance as necessary.”

State law defines an “accessory dwelling unit” as an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

- a. An efficiency unit, as defined in Section 17958.1 of the California Health and Safety Code, as amended from time to time or replaced with a successor statute.
- b. A manufactured home, as defined in Section 18007 of the California Health and Safety Code, as amended from time to time or replaced with a successor statute.

State law defines a “junior accessory dwelling unit” as a unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.

The existing accessory and junior accessory dwelling units ordinance was adopted by the City Council on August 19, 2020 (Ordinance No. 20-01).

On December 5, 2025, the City received a letter from the California Department of Housing and Community Development (“HCD”) advising that due to “the numerous changes to State ADU Law since the adoption of [Ordinance No. 20-01], [Ordinance No. 20-01] may be outdated and out of compliance with State ADU Law” (Attachment B). Staff subsequently began working internally, and with HCD staff, to identify and draft necessary amendments.

Discussion

Today’s meeting is an opportunity for City Council action and public input on an ordinance that would amend Sections 13.06.010 and 13.26.230 of the Laguna Woods Municipal Code pertaining to accessory dwelling units and junior accessory dwelling units (Attachment A). Staff recommends that the City Council conduct a public hearing and initiate the adoption process for the proposed ordinance to ensure that regulations are clear and consistent with state law, and clarify and enhance ease of use and application of Section 13.26.230 of the Laguna Woods Municipal Code, both for internal parties and the public.

Information on relevant state laws, including changes to state laws over time, is summarized in the California Department of Housing and Community Development's *Accessory Dwelling Unit Handbook* (<https://www.hcd.ca.gov/sites/default/files/docs/policy-and-research/adu-handbook-update.pdf>).

Irrespective of whether the City Council adopts the proposed ordinance, state law requires the City to permit the development of accessory dwelling units and junior accessory dwelling units that comply with applicable provisions of state law.

The proposed ordinance does NOT:

- Require the development of accessory dwelling units or junior accessory dwelling units. State law requires the City to permit the development of accessory dwelling units and junior accessory dwelling units, but the ultimate decision to pursue such development remains the purview of private property owners.

OR

- Interfere with or prohibit private property owners or homeowners' associations' ability to regulate or prohibit accessory dwelling units or junior accessory dwelling units on lots for which they have lawful control to do so. State law requires homeowners' associations to comply with California Civil Code Section 4751 and California Government Code sections 65852.2 and 65852.22 as they apply to accessory dwelling units on lots zoned for single-family residential.

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 June 17, 2026. If adopted on June 17, 2026, the ordinance would take effect 30 days thereafter.

Fiscal Impact

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

Environmental Review

The City Council is asked to find that the proposed ordinance is statutorily exempt from 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 Section 15282(h) (the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code).

The City Council is also asked to find that even if the proposed ordinance were not statutorily exempt from CEQA, it would not be subject to CEQA pursuant to sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. CEQA Guidelines Section 15378(b)(2) excludes “[c]ontinuing administrative. . . activities, such as . . . general policy and procedure making” and Section 15378(b)(5) excludes “[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” from its definition of “project.”

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

Documents Available for Review

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

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

Attachments: A – Proposed Ordinance

Exhibit A – Proposed Code Amendments – Section 13.06.010

Exhibit B – Proposed Code Amendments – Section 13.26.230

B – HCD Letter dated December 5, 2025

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010 AND 13.26.230 OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS; AND DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, staff has recommended amending sections 13.06.010 and 13.26.230 of the Laguna Woods Municipal Code (“Code Amendments”) pertaining to accessory dwelling units and junior accessory dwelling units to ensure that regulations are clear and consistent with state law, and clarify and enhance ease of use and application of Section 13.26.230 of the Laguna Woods Municipal Code, both for internal parties and the public; and

WHEREAS, at the regular meeting on May 20, 2026, the City Council held a duly noticed public hearing on this Ordinance at which it considered all of the information, evidence, and testimony presented, both written and oral; and

WHEREAS, at the regular meeting on June 17, 2026, the City Council considered this Ordinance for a second time in open session and also considered all of the information, evidence, and testimony presented, both written and oral.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that the Ordinance is statutorily exempt from 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 Section 15282(h) (the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code).

After reviewing the entire project record, the City Council hereby finds that, even if the Ordinance were not statutorily exempt from CEQA, it would not be subject to CEQA pursuant to sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. CEQA Guidelines Section 15378(b)(2) excludes

“[c]ontinuing administrative. . . activities, such as . . . general policy and procedure making” and Section 15378(b)(5) excludes “[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” from its definition of “project.”

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

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

SECTION 4. Section 13.26.230 of the Laguna Woods Municipal Code is hereby amended to read as set forth in Exhibit B, attached to this Ordinance and incorporated herein by this reference.

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

SECTION 6. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity of effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 7. The Mayor shall sign this Ordinance.

SECTION 8. 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 9. All of the above-referenced documents and information have been and are on file with the City Clerk of the City.

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

ANNIE MCCARY, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

APPROVED AS TO FORM:

ALISHA PATTERSON, City Attorney

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 26-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2026, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2026 by the following vote to wit:

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

YOLIE TRIPPY, CMC, City Clerk

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EXHIBIT A
CODE AMENDMENTS – SECTION 13.06.010

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

Sec. 13.06.010. Definitions.

- (a) *Purpose and applicability.* The purpose of these provisions is to promote consistency and precision in the interpretation of the Zoning Code. The meaning and construction of words and phrases as set forth shall apply throughout this Code, except where the context of such words or phrases clearly indicates a different meaning or construction.
- (b) *General rules for construction of language.* The following general rules of construction shall apply to the textual provisions of Title 13, Zoning:
 - (05) The specific shall supersede the general.
 - (10) In the case of any difference of meaning or implication between the text of the provision and any caption or illustration, the text shall control.
 - (15) "Shall" is mandatory. "May" is discretionary.
 - (20) Words used in the present tense include the future, and words used in the singular include the plural, and the plural the singular, unless the context clearly indicates the contrary.
 - (25) Unless the context clearly indicates the contrary, the following conjunctions shall be interpreted as follows:
 - a. "And" indicates that all connected items or provisions shall apply.
 - b. "Or" indicates that the connected items or provisions may apply singly or in any combination.
 - c. "Either ... or" indicates that the connected items or provisions shall apply but not in combination.
 - (30) All public officials, bodies, and agencies to which reference is made are those of the City of Laguna Woods, unless otherwise indicated.
- (c) *General terms.* The following are general terms used throughout the Code:
 - (05) *City* means the City of Laguna Woods including any special district or agency that may be governed by the City Council.

- (10) *Days* included within a specific time period do not include the day action was taken but include all subsequent days unless the last day falls upon a Saturday, Sunday, or upon a legal City holiday, in which case the next business day shall be the last day of the time period. Days are generally in calendar time, unless otherwise specified.
- (11) *Days, business* means any day excluding Saturday, Sunday, and State or Federal holidays.
- (12) For the purpose of this Title, the words *City Manager* shall refer to the City Manager of the City of Laguna Woods, or his or her designee.
- (15) *Director or Community Development Director* means the City Manager or designee.
- (20) *Planning Commission* means the members of the City Council, or that body as established in accordance with State law regulating Local Planning, acting in a capacity to carry out the purposes of this title in accordance with State Planning and Zoning Law.
- (25) *General Plan* means the City of Laguna Woods General Plan.
- (30) *State* means the State of California.
- (35) *County* means the County of Orange.
- (40) *Zoning code or code* means this title, including Zoning District maps and specific plan development maps and texts adopted pursuant to or as an amendment to sections governing such.
- (d) *Specific terms.* The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - (05) *Abandoned sign:* A sign whose use has ceased or has been discontinued for a period of at least 90 consecutive days, or a sign identifying a business that has not occupied the premises for at least 90 consecutive days.
 - (10) *Abutting:* Having a common boundary except that parcels having no common boundary other than a common corner shall not be considered abutting.
 - (15) *Accessory building:* A subordinate building located on a building site, the use of which is customarily ancillary to that of a main building or to the use of the land.
 - (17) *Accessory dwelling unit:* ~~An attached residential dwelling unit located within a proposed or existing primary dwelling, including attached garages, storage areas, or similar uses, or an accessory structure, or a residential dwelling unit detached from a proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, that provides complete independent living facilities for one or more persons including, at a minimum, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as where a separate single family dwelling or a multi-family dwelling is or will be situated. This definition also includes~~

- ~~"efficiency units," as defined in California Health and Safety Code § 17958.1, and~~
~~"manufactured homes," as defined in California Health and Safety Code § 18007.~~An attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:
- a. An efficiency unit, as defined in Section 17958.1 of the California Health and Safety Code, as amended from time to time or replaced with a successor statute.
 - b. A manufactured home, as defined in Section 18007 of the California Health and Safety Code, as amended from time to time or replaced with a successor statute.
- (18) *Accessory structure*: Shall have the same meaning as "accessory building" in Section 13.06.010(d)(15) of this Code.
- (20) *Accessory use*: A use ancillary to the principal use of the land or building site, or to a building or other structure located on the same building site as the accessory use.
- (25) *Administrative/professional offices*: A place of business for the rendering of service or general administration including medical and dental offices, but excluding retail sales.
- (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.
- (30) *Adult entertainment business*: See Section 13.26.020.
- (35) *Advertising device/display*: Any contrivance, statue, or structure, other than a sign, used to attract attention or make anything known for the purpose of promoting (either directly or indirectly) the use of products or services of any person or business, including but not limited to a balloon, flag, pennant, propeller, or an oscillating, rotating, or pulsating light.
- (38) *Agricultural employee housing*: Shall mean any employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household, pursuant to California Health and Safety Code Section 17021.6. For the purpose of this Code, "agricultural employee housing" shall be regulated in a manner consistent with the Employee Housing Act (California Health and Safety Code Section 17000 et seq.) and shall not be deemed a use that implies that the employee housing is an activity that differs in any other way from an agricultural use.
- (40) *Alley*: A public or private way not more than 20 feet wide permanently reserved as a secondary means of access to abutting property.

- (45) *Alternative transportation mode*: Any mode of travel that serves as an alternative to the single occupant vehicle. This can include all forms of ridesharing, public transit, bicycling or walking.
- (47) *Alternative vehicle*: An electrical or gasoline powered vehicle, such as a golf cart, golf car, motorcycle or motor scooter, which does not exceed 55 inches in width and does not contain doors.
- (50) *Animal clinic*: A place where animals no larger than the largest breed of dogs are given medical and surgical treatment. A facility primarily for treatment of outpatients and where only critical patients are kept longer than 24 hours. No boarding of animals shall be permitted.
- (55) *Antenna structure*: An antenna, any structure designed specifically to support an antenna, and/or any appurtenances mounted on such structure or antenna.
- (60) *Apartment*: See "Dwelling, multiple-family."
- (65) *Apiary*: A facility and/or area dedicated to the maintenance of bees.
- (70) *Archaeological/paleontological/historical site*: Locations dedicated to the protection, rehabilitation, and restoration of districts, sites, buildings, structures, and artifacts significant in history, architecture, archaeology, or culture.
- (72) *Archery*: The practice of using a bow to discharge an arrow at a target within an established archery range for recreational purposes. This definition excludes the practice of archery for hunting, or discharge of an arrow in any manner intended or reasonably likely to intentionally harm or harass any person or animal, or to create any damage to persons or property.
- (73) *Archery range*: An indoor or outdoor area devoted to archery activities or education complying with all requirements of Subsection 13.26.220(c) of this Code.
- (74) *Archery station*: The physical location from which archery is conducted within an established archery range.
- (75) *Area per unit*: The area of a building site, in square feet, divided by the number of dwelling units on the building site.
- (77) *Arrow*: A projectile discharged from a bow consisting of a straight slender shaft that has a point or sharp head of stone, metal, feathers, or veins fastened near the butt, and a notch to be fitted to a bow string, and any other projectile of substantiality similar design. This definition includes arrows with bullet, field, or blunt arrow points and excludes arrows with broadhead, razor, and hunting arrow points.
- (80) *Attached buildings and structures*: Two or more buildings or structures which are physically connected with a wall, roof, deck, floor, bearing or support structures, trellises, architectural features, or any other structure, fixture or device that exceeds 30 inches in height above the finished grade.

- (85) *Automobile repair specialty shops*: A retail and service place of business engaged primarily in light repair, and sale of goods and services for automotive vehicles including brake, muffler and tire shops and their accessory uses. Heavier automobile repair such as major body and paintwork, transmission and engine rebuilding are not included herein.
- (90) *Automobile service station*: A retail place of business engaged primarily in the sale of motor fuels and supplying those incidental goods and services which are required in the day-to-day operation of automotive vehicles and the fulfilling of motorists' needs.
- (95) *Automobile/truck maintenance and repair*: A place of business engaged primarily in heavy repair of automobiles and trucks including, but not limited to, major body and paintwork and transmission and engine rebuilding.
- (100) *Automobile wrecking, junk/salvage yards*: The wrecking or taking apart of motor vehicles or trailers, or the storage, sale, or dumping of dismantled, partly dismantled, or wrecked motor vehicles or their parts.
- (105) *Banner sign*: Any sign hung either with or without frames, possessing written communication applied to nonrigid paper, plastic or fabric of any kind.
- (110) *Basement*: A story partly underground and having more than one-half of its height above the ground level grade.
- (115) *Bed and breakfast (B and B)*: Any building or portion thereof with access provided through a common entrance to less than six guestrooms having no cooking facilities and which are rented on a weekly basis or less. Meals may or may not be provided.
- (120) *Bedroom*: Any habitable room other than a kitchen, dining room or a living room.
- (125) *Boardinghouse*: Any building or portion thereof with access provided through a common entrance to guestrooms having no cooking facilities and which are rented on a monthly basis or longer. Meals may or may not be provided.
- (127) *Bow*: A device made of a strip of wood, metal, or other flexible material with a cord that connects two ends so as to hold the strip bent in an arc under tension, and used to propel an arrow on the string by notching the arrow on the string and drawing it back against the tension so that upon release it is propelled through the air. This definition excludes crossbows.
- (130) *Building*: A structure having a roof supported by columns or walls.
- (135) *Building frontage*: A building elevation which fronts along a parking lot or main access drive for a shopping center.
- (140) *Building height*: The apparent height of a building relative to the surrounding ground area.

- (145) *Building line*: An imaginary line on a building site specifying the closest point from an ultimate right-of-way line or a property line where a main building may be located. It may be a line shown as such on a map entitled "Precise Plan of Highway Alignment" or any other officially adopted precise plan, and any amendments thereto. If no such precise plan has been adopted, the building line shall be a line as specified in the development standards as stated for each zoning district. The building line shall be at the required distance from, and measured at right angles to, the ultimate right-of-way or property line.
- (150) *Building site*: A parcel or contiguous parcels of land that was established in compliance with the building site requirements of this Code.
- (155) *Building site area, minimum*: The net development area calculated by measuring the building site horizontally as a level plane and excluding rights-of-way or easements that prohibit the surface use of the site, except easements for open space purposes on single-family lots. The minimum building site area shall be undivided and relatively compact although the entire building site may be larger with diffuse parts.
- (160) *Building site coverage, maximum*: The relationship between the ground floor area of the building or buildings and the net area of the site. Said net area shall be computed by deducting from the gross site area any ultimate street rights-of-way together with all rights-of-way and all easements that prohibit the surface use of the site, except easements for open spaces purposes on single-family lots. Unenclosed post-supported roofs over patios and walkways and unenclosed post-supported eave overhangs shall not constitute buildings for the purpose of this definition.
- (165) *Building site, panhandle or flag*: A building site wherein the only vehicular access to the site is by way of a corridor or vehicular accessway which serves no other property, is less than 40 feet wide and is more than 40 feet long.
- (170) *Building site, through*: A building site having frontage on two parallel or approximately parallel streets.
- (175) *Building size*: The total gross floor, measured in square feet of a building or group of buildings at a worksite. Includes the total floor area of new development and total expanded floor area of existing facilities.
- (177) *Cannabis non-storefront retailer*: Any cannabis business that requires a license other than a Type 10 (storefront retailer) license from the California Department of Cannabis Control, or successor agency. A cannabis storefront retailer shall not be considered a cannabis non-storefront retailer if it hold licenses other than a Type 10 (storefront retailer) license from the California Department of Cannabis Control, or successor agency, but only engages in activities permitted under a Type 10 (storefront retailer) license within the City of Laguna Woods.

- (178) *Cannabis storefront retailer*: Any cannabis business that requires a Type 10 (storefront retailer) license from the California Department of Cannabis Control, or successor agency.
- (180) *Caretaker*: A person who lives on the premises for the necessary purposes of managing, operating, maintaining, or guarding the primary use or uses permitted on the premises.
- (185) *Carpool*: Two to six persons traveling together in a single vehicle.
- (190) *Carport*: A roofed structure, or a portion of a building which is open on two or more sides, for the parking of automobiles belonging to occupants of the property.
- (195) *Cellar*: A portion of a building partly or wholly underground and having more than one-half of its height below the ground level grade. A cellar shall not be considered a building story.
- (205) *Centerline*: A line described by the first situation that applies in the following instances:
- a. A section line, half section line or quarter section line whenever a mapped highway is plotted on the "Master Plan of Arterial Highways" along a section, half section or quarter section line.
 - b. A line shown as a centerline on a map entitled "Precise Plan of Highway Alignment," and any amendments thereto.
 - c. A line shown as a centerline on a recorded tract map, an approved record of survey map or a parcel map.
 - d. A line in the center of the ultimate street right-of-way.
- (207) *Changeable copy sign*: A sign duly approved by the City with copy that is intended to be replaced without any change to sign location or construction.
- (208) *Cigarette*: Any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use for smoking or ingestion, and consists of or contains (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; (2) tobacco, in any form, that is functional in the product; or, (3) any roll of tobacco wrapped in any substance containing tobacco. "Cigarette" also includes "roll-your-own" tobacco, meaning any tobacco which, because of its appearance, type, packaging, or labeling is suitable for use and likely to be offered to, or purchased by, consumers as tobacco for making cigarettes. For purposes of this definition of "cigarette," loose leaf, 0.09 ounces or more of "roll-your-own" tobacco shall constitute one individual "cigarette." "Cigarette" also includes any "electronic smoking device," as that term is defined in Section 7.16.020(05) of this Code. "Cigarette" does not include any product specifically approved or recognized by the State of California for use in the mitigation, treatment, or prevention of disease.

- (210) *Clinics, medical or dental*: 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.
- (215) *Club*: An association of persons for some common purpose but not including groups organized primarily to render service that is customarily carried on as a business.
- (220) *Collocation or collocated*: The location of multiple antennas which are either owned or operated by more than one service provider at a single location and mounted to a common supporting structure, wall or building.
- (225) *Commercial*: Operated or conducted on a frequent basis for the purpose of financial gain.
- (230) *Commercial coach*: A vehicle with or without motive power, designed and equipped for human occupancy for industrial, professional or commercial purposes.
- (240) *Commercial mobile service*: Any mobile service that:
- a. Is offered in return for monetary compensation,
 - b. Is available to the public or a substantial portion of the public, and
 - c. Provides subscribers with the ability to access or receive communication from the public switched telephone network.
- (245) *Commercial mobile service*: Includes, but is not limited to, paging service, wireless data transmission, cellular telephone service, specialized mobile radio service (SMR), and personal communications service (PCS).
- (250) *Commercial recreation*: Any use or activity where the primary intent is to provide amusement, pleasure or sport but which is operated for financial gain. It includes establishments where food and beverages are sold as a secondary or ancillary use, but does not include restaurants, nightclubs and cocktail lounges.
- (255) *Community apartment projects*: A project in which an undivided interest in the land is coupled with the right of exclusive occupancy of an apartment located thereon.
- (260) *Community care facility*: Any facility which may or may not require a State license to provide nonmedical residential care or day care for six or less children, adults, or both, including physically handicapped and mentally incompetent persons. This includes child day care facilities/day care nurseries and family day care homes.
- (262) *Community garden/garden center*: A non-commercial site used for the growing and cultivation of fruits, vegetables, plants, fibers, herbs, and flowers for primarily personal, family, or neighborhood use, or for sale or distribution at a nearby farmer's market or similar event.

- (265) *Condominium*: An estate consisting of an undivided interest in common in a parcel of real property together with a separate interest in space in a residential, industrial or commercial building on such real property, such as an office or store or multifamily dwelling. A condominium may include, in addition, a separate interest in other portions of such real property.
- (270) *Congregate care facility*: A facility providing care on a monthly basis or longer and which is the primary residence of the people it serves. It provides services to the residents such as the following: dining, housekeeping, security, medical, transportation and recreation. Any commercial services provided are for the exclusive use of the occupants of the facility. Such a facility may be located in more than one building and on contiguous parcels within the building site. It includes facilities offering occupancy on a monthly basis or longer such as hotels, resorts, etc. which have similar characteristics.
- (280) *Convalescent home*: A facility licensed by the State Department of Health Services which provides bed and ambulatory care for more than six patients with postoperative convalescent, chronically ill or dietary problems and persons unable to care for themselves; including persons undergoing psychiatric care and treatment both as inpatients and outpatients but not including persons with contagious diseases or afflictions. Also known as nursing home, convalescent hospital, rest home, or home for the aged.
- (285) *Conversion project*: An apartment house, multiple or group dwelling existing, under construction or for which building permits have been issued, which is proposed for conversion to a residential condominium, community apartment, residential stock cooperative or planned development; or an existing mobile home park which is proposed to be converted to a mobile home condominium project, a mobile home stock cooperative project, a mobile home planned development or a conventional mobile home subdivision.
- (290) *Coordinated antenna program (CAP)*: A coordinated program to preapprove multiple locations for proposed and potential future facilities.
- (295) *Country club*: Premises and property that include facilities for outdoor sports, social activities, etc. that may include such activities associated with golf, equestrian riding, tennis, etc. whereby membership is usually private and use of the premises is limited to members and their guests.
- (297) *Crossbow*: A device having a short bow mounted crosswise near the end of a stock and that is often provided with a mechanical device by which the string is drawn back and fixed and being usually shot from the shoulder by means of a trigger that releases the string and discharges a projectile lying in a groove in the stock.
- (300) *Day care nursery*: Any facility operated by a person, corporation or association used primarily for the provision of nonmedical daytime care, training, or education of

more than six children under 18 years of age at any location other than their normal place of residence, excluding any children normally residing on the premises.

- (310) *Detached buildings and structures:* Two or more buildings or structures that are each structurally independent and freestanding and not connected by walls, roofs, floors, decks, supports, trellises, architectural features or any other structure, fixture or device that exceeds 30 inches in height above the finished grade.
- (315) *Drive-in:* Designed or operated so as to enable persons to receive a service or purchase or consume goods while remaining within a motor vehicle.
- (320) *Driveway:* A vehicular passageway for the exclusive use of the occupants of a property and their guests. A driveway shall not be considered as a street.
- (325) *Driveway approach:* A designated area between the curb or traveled way of a street and the street right-of-way line that provides vehicular access to abutting properties. When vehicular access to a building site is provided by way of a common driveway, the driveway approach is the line of intersection where the individual driveway abuts the common driveway.
- (328) *Drug Store:* A retail establishment typically offering over-the-counter medications, cosmetics, toiletries, magazines, light refreshments, and other similar products that also includes a pharmacy regulated under California Pharmacy Law, which operates for at least 32 regularly scheduled hours per calendar week. Flu shots, vaccines, smoking cessation, and other prophylactic wellness services may also be provided. Treatment of sick or injured persons is excluded from this definition (see *Clinics, Medical or Dental; Hospitals*).
- (330) *Dry cleaning, dyeing and laundry plant:* A central processing facility for cleaning of clothing and fabrics collected from and returned to patrons and to dry cleaning and laundry agencies.
- (335) *Duplex:* A permanent building containing two dwelling units.
- (340) *Dwelling, multiple-family:* Two or more dwelling units on the same building site.
- (345) *Dwelling, single-family:* One dwelling unit per building site.
- (350) *Dwelling unit:* One or more rooms in a structure including a kitchen of any size, designed for occupancy by one family for living and sleeping purposes, and including a mobile home when such mobile home bears an insignia of approval issued by the California Department of Housing and Community Development or a housing seal number from the Federal Department of Housing and Urban Development (HUD).
- (353) *Easel sign:* A temporary sign with an upright tripod construction, that is not permanently affixed on or upon the ground, and which is neither attached to nor a part of any building or structure.

- (355) *Easement*: A recorded right or interest in the land of another, which entitles the holder thereof to some use, privilege or benefit in, on, over or under said land.
- (360) *Educational Institutions*: Private or public elementary or secondary schools, colleges or universities qualified to give general academic instruction, as well as business, trade, or technical schools.
- (365) Reserved.
- (370) *Electronic message board sign*: A sign with a fixed or changing display composed of a series of lights. (Does not include time and temperature displays.)
- (375) *Emergency shelter*: Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.
- (380) *Employee*: Any person employed by a firm, person(s), business, educational institution, nonprofit agency or corporation, government agency, or other entity. The term "employee" shall include persons employed on a full-time, part-time, or temporary basis.
- (383) *Employee housing*: Shall mean any employee housing providing accommodations for six or fewer employees, pursuant to California Health and Safety Code Section 17021.5. For the purpose of this Code, "employee housing" shall be regulated in a manner consistent with the Employee Housing Act (California Health and Safety Code Section 17000 et seq.) and shall not be deemed as being within the definition of a boarding house, rooming house, hotel, dormitory, or other similar term that implies that the employee housing is a business run for profit or differs in any other way from a family dwelling.
- (385) *Employee's quarters*: Quarters for the housing of agricultural or domestic employees when such quarters are located upon the same land occupied by their employer.
- (390) *Enclosed*: Contained on all sides by walls that are pierced only by windows, vents, or customary entrances and exits.
- (395) *Family*: One or more persons occupying one dwelling unit. The term "family" does not include occupants of a fraternity, sorority, boardinghouse, lodginghouse, club, or motel.
- (400) *Family day care home*: A home at which the resident of the home provides regular nonmedical care, protection, and supervision of one to 14 children for periods of less than 24 hours per day. The provider shall be licensed per the State Health and Safety Code unless specifically exempted therein.

- (405) *Family day care home, large*: A family day care home which provides family day care to seven to 14 children, including children who reside at the home.
- (410) *Fast/Fast Casual Food Establishment*: A retail establishment whose principal business is the sale of pre-prepared, "take-out," or rapidly prepared food and beverages directly to customers in a ready-to-consume state for consumption either at the establishment or off-premises. Food and beverages are primarily ordered by customers at a counter or from vehicles at a window. The licensed on-site provision of alcoholic beverages for consumption on the premises is also included in this definition when accessory to the food service.
- (415) *Fixed wireless service*: Any service providing radio communication to or from antenna structures at fixed and specified locations which are not designed to be moved during operation and which offers the ability to access or receive communication from the public switched telephone network.
- (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 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.
- (425) *Floor area ratio (FAR)*: Numerical value obtained by dividing the gross floor area of all buildings located on a building site by the building site area.
- (430) *Freestanding temporary sign*: A temporary sign of A-frame or sandwich board construction, that is not permanently affixed on or upon the ground, and which is neither attached to nor a part of any building or structure. Easel signs are not considered freestanding temporary signs.
- (435) *Garage*: A building, or a portion of a building, used primarily for the parking of four-wheeled motor vehicles.
- (440) *Garage/yard/estate sale*: For the purpose of this title, the words "garage/yard/estate sale" shall refer to sale activities not associated with regular commercial or retail operations, and where the general public may purchase identifiable or tangible personal property. No purchased or consigned merchandise may be offered for sale. No goods may be placed in the public right-of-way or on private streets and sidewalks. Also included in the definition are patio sales, rummage sales, attic sales, moving sale, temporary bazaars, and any other similar activities for the purpose of selling, trading or otherwise disposing of personal goods.
- (445) *Grade, ground level*: The average elevation, determined by averaging the elevations of four or more points as necessary, at the building site boundary line

where it is less than five feet from the building or at five feet outside the perimeter of the bearing or foundation line of a building.

- (450) *Grazing*: The act of pasturing livestock on growing grass or other growing herbage, or on dead grass or other dead herbage existing in the place where grown, as the principal sustenance of the livestock.
- (455) *Ground mounted*: A wireless communication facility that is mounted to a pole, lattice tower or other freestanding structure that is specifically constructed for the purpose of supporting an antenna.
- (460) *Guesthouse*: A detached building having no kitchen facilities, which is used primarily for sleeping purposes for members of the family occupying the main dwelling and their nonpaying guests.
- (465) *Habitable room*: Any room usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A room designed and used only for storage purposes is not a "habitable room."
- (470) *Helistop*: A takeoff and landing area for helicopters often on the roof of the building.
- (475) *Home occupation*: See Section 13.26.120.
- (480) *Homeless person*: An individual or family who lacks a fixed, regular, and adequate nighttime residence; or an individual or family who has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, regular sleeping accommodations for human beings.
- (485) *Hospital*: A facility licensed by the State Department of Health Services providing clinical, temporary or emergency service of a medical, obstetrical, surgical, or mental health nature to human patients.
- (490) *Hotel*: Any building or portion thereof with access provided through a common entrance, lobby or hallway to six or more guestrooms which are rented on a weekly basis or less and which have cooking facilities in less than 25 percent of the guest rooms.
- (495) *Information center*: A building or portion thereof used to provide information about events, public transit, or tourist attractions to the general public.
- (498) *Junior accessory dwelling unit*: ~~unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.~~ A unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.

- (500) *Kennel*: Any property where four or more dogs, or four or more cats, over the age of four months, are kept or maintained for any purpose, except veterinary clinics and hospitals, and except property for which an animal permit has been issued.
- (505) *Lattice tower*: A tower-like structure used to support antennae and comprised of three or more steel support legs.
- (510) *Legal nonconforming sign*: A sign lawfully existing on the effective date of an ordinance, or amendment thereto, that renders such sign nonconforming because it does not conform to all standards and regulations of the ordinance.
- (515) *Lot*: Any area identified as a lot or parcel on a recorded final map, parcel map, record of survey recorded pursuant to an approved division of land, certificate of compliance or lot line adjustment. A lot is not necessarily a building site.
- (520) *Lot frontage*: The length of the front lot line measured at the street right-of-way line. For flag lots, that portion of a lot, not including the pole portion that is generally parallel to the access street.
- (523) *Low barrier navigation center*: Shall have the same meaning as the term is defined in the California Government Code, as amended from time to time or replaced with a successor statute. As of the date this definition was adopted, the definition of "low barrier navigation center" was set forth in California Government Code Section 65660.
- (525) *Main building*: The building containing the main or principal use of the premises, or occupied for the purpose of operating or administering the main or principal use.
- (530) Reserved.
- (535) *Major tenant*: Any tenant in a multi-tenant commercial center which either occupies 30 percent or more of the leased square footage of the center or has five or more locations in the region, state, or nation.
- (540) *Master Plan of Arterial Highways*: A component of the transportation element of the Orange County General Plan designating adopted and proposed routes for all commuter, secondary, primary and major highways within the County of Orange.
- (545) *Microwave communication*: The transmission or reception of radio communication at frequencies of a microwave signal (generally, in the 3GHz to 300GHz frequency spectrum).
- (550) *Ministorage facility*: A building or buildings containing various size storage compartments not exceeding 500 square feet each, and wherein each compartment is offered for rent or lease to the general public for the private storage of materials excluding materials sold at the facility or delivered directly to customers. The facility may have an on-site caretaker dwelling unit as an accessory use.
- (555) Reserved.

- (560) *Mixed-use development*: Appropriate land uses include, but are not limited to, residential, commercial, office, industrial park, civic, cultural, educational facilities, and child care facilities.
- (565) *Mobile home*: A structure transportable in one or more sections, designed to be used with or without a permanent foundation system. Mobile home does not include recreational vehicle, commercial coach, noncommercial coach or factory-built housing. A mobile home is also a trailer coach designed to be used without a permanent foundation and which is in excess of 40 feet in length.
- (570) *Mobile home development*: Any area or tract of land used to accommodate mobile homes for human habitation, and includes mobile home accommodation structures. Includes mobile home parks and mobile home subdivisions.
- (575) *Mobile service*: Any service providing radio communication to or from at least one antenna that is designed to be moved during operation or used during halts at unspecified locations; or as otherwise defined in 47 USC 153 and interpreted by the Code of Federal Regulations and the Federal Register.
- (580) *Motel*: A building or group of buildings containing six or more guest rooms rented on a weekly basis or less and which have cooking facilities in less than 25 percent of the guestrooms.
- (585) *Mounted*: Any manner of attachment, support, or connection, whether on ground or on a structure.
- (590) *Multipoint distribution service*: A microwave communication service that delivers video programming directly to subscribers, including multichannel, multipoint distribution services, instructional television fixed service, and local multi-point distribution services, or as otherwise defined by Section 207 of the Telecommunications Act of 1996, Section 1.4000 of Title 47 of the Code of Federal Regulations and any interpretive decisions thereof issued by the Federal Communications Commission.
- (595) *Noncommercial coach*: A vehicle, with or without motive power, designed and equipped for human occupancy for classrooms and other nonresidential and noncommercial uses.
- (600) *Nonconforming use/structure/site, legal*: A use/structure/site that was lawfully established in compliance with the zoning regulations that were applicable to the property at the time the use/structure/site was established, but which does not presently comply with the existing regulations of the zoning district within which it is located.
- (605) *Open space*: Any parcel or area of land or water, public or private, which is reserved for the purpose of preserving natural resource, for the protection of valuable environmental features, or for providing outdoor recreation or education.

For purposes of measuring the amount of open space, it does not include public/private road right-of-way areas, driveway and parking areas not related to recreational uses, any buildings, building setback areas, or the required space between buildings, and the surface utility facilities. Open space may include structures and impervious surfaces as identified in "open space, usable."

- (610) *Open space, usable*: Open space without any slopes in excess of 20 percent. Such open space may include structures and impervious surfaces such as tot lots, swimming pools, basketball courts, tennis courts, picnic facilities, and greenbelts with walkways or bicycle trails.
- (615) *Parking accessway*: A vehicular passageway that provides access and circulation from a street access point into and through a parking lot to parking aisles and between parking areas.
- (620) *Parking structure*: An area or structure that is open or closed and is used for the hourly or day-to-day parking of motor vehicles.
- (625) *Planned (unit) development*: A subdivision of separately owned lots, parcels or areas, other than a community apartment, a condominium, or a stock cooperative project, having either or both of the following features:
- a. Lots, parcels or areas owned in common by the owners of the separately owned lots, parcels or areas.
 - b. Power to enforce any obligation in connection with membership in the owners association or any obligation pertaining to the beneficial use and enjoyment of any portion of, or any interest in, either the separately or commonly owned lots, parcels or areas.
- (630) *Pole sign*: A freestanding sign directly supported by a pole or poles with air space between the grade level and the sign face.
- (635) *Portable sign*: Any vehicle or trailer which is parked or used as a stationary display on public or private property and has attached thereto, or located thereon, any sign or advertising device/display for the basic purpose of providing advertisement or directing people to a business or activity located on the same or nearby property or any other premises. This definition is not to be construed as prohibiting the identification of a firm or its principal products on a vehicle operating during normal course of business.
- (640) *Precise plan of highway alignment*: A plan, supplementary to the Master Plan of Arterial Highways, which establishes the highway centerline, the ultimate right-of-way lines and may establish building setback lines.
- (645) *Private special event*: A privately held "special event," sponsored by a community homeowners association on association property for association members.

- (650) *Project net area*: All of the land area included within a plan for a development project excepting those areas designated for public and private road rights-of-way, schools, parks, and other uses or easements that preclude the use of the land therein as part of the development project.
- (660) *Public safety area*: A strip of land 20 feet in width adjacent to and parallel with a street right-of-way.
- (665) *Radio communication*: The transmission and/or reception of impulses, writing, signs, signals, pictures, and sounds of all kinds through space by means of electromagnetic waves.
- (675) *Recreational vehicle*: A motor home, travel trailer, truck or van camper, tent trailer, camping trailer or trailer-borne recreation equipment with or without motive power, for recreational, travel or emergency purposes.
- (680) *Recycling center*: A facility that accepts delivery or transfer of ownership of source-separated materials for the purpose of recycling or diversion from disposal. Included are "drop-off" recycling centers, where no fee is paid, such as churches or other charitable groups, or "buy-back" centers, like those at supermarkets, where a fee is usually paid to the generator for the materials. These facilities do not require a State permit.
- (685) *Regulatory permit*: A special regulations permit required for a land use that may be appropriate within a particular zoning district, but not compatible with other permitted uses in the district, or where additional development or performance standards are required.
- (690) *Restaurant*: A retail establishment whose principal business is the preparation and sale of "made-to-order" food and beverages directly to customers in a ready-to-consume state for consumption either at the establishment or off-premises. Food and beverages are primarily ordered by customers while seated at tables or counters. The licensed on-site provision of alcoholic beverages for consumption on the premises is also included in this definition when accessory to the food service. Retail establishments at which food and beverages may be ordered by customers from vehicles at a window shall be considered a fast/fast casual food establishment.
- (695) *Retail*: The selling of goods, wares or merchandise directly to the ultimate consumer.
- (700) *Riding and hiking trail*: A trail or way designed for and used by equestrians, pedestrians and cyclists using nonmotorized bicycles.
- (705) *Right-of-way (row)*: An area or strip of land, either public or private, on which an irrevocable right of passage has been recorded for the use of vehicles or pedestrians or both.

- (710) *Roof mounted*: A facility that is mounted in any manner that does not satisfy either the definition of wall mounted or utility mounted and is typically mounted on the roof of a building.
- (715) *Roof sign*: A sign erected upon or above the roof of a building or above a parapet wall. Signs on mansards shall be considered roof signs.
- (725) *Scenic highway*: Any highway designated a scenic highway by the City of Laguna Woods, County, State or Federal Government.
- (730) *Senior citizen*: A person 55 years of age or older.
- (735) *Senior citizen housing*: A residential development consisting of at least 35 dwelling units which is developed for, or substantially rehabilitated or renovated for, senior citizens.
- (740) *Service*: An act, or any result of useful labor, which does not, in itself, produce a tangible commodity.
- (745) *Setback area/distance*: The area/distance between the building line and the property line or, when abutting a street, the ultimate right-of-way line.
- (750) *Shopping center*: A group of industrial, office, or commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site. A center shall consist of two or more tenants on one development site.
- (753) *Sign*: Any device used for visual communication or attraction, including any announcement, declaration, demonstration, display, illustration, insignia, or symbol used to advertise or promote the interests of any person, together with all parts, materials, frame, and background thereof.
- (755) *Sign program*: A comprehensive sign plan that identifies location, size, design, and color of signs within a shopping center or for another property in order to achieve aesthetically appealing and compatible signage.
- (760) *Single room occupancy (SRO)*: A building with a common entrance containing a cluster of at least five rental units which provide sleeping and living facilities for one or two persons where kitchen and/or bathroom facilities may be shared. The units shall have a minimum of 100 net square feet of space for a single occupancy and 120 square feet for two-person occupancy. The calculation for net floor space in the sleeping area includes built-in cabinets, sinks, and closets, but excludes toilet compartments. A unit larger than 225 square feet shall be deemed an efficiency dwelling unit and not a single room occupancy (SRO).
- (770) *Stealth facility*: Any wireless communication facility which is disguised to appear as another natural or artificial object that is prevalent in the surrounding environment or which is architecturally integrated into a building or other concealing structure.

- (775) *Stock cooperatives*: A corporation which is formed primarily for the purpose of holding title to, either in fee simple or for a term of years, improved real property, if all or substantially all of the shareholders of such corporation receive a right of exclusive occupancy in a portion of the real property, title to which is held by the corporation, which right of occupancy is transferable only concurrently with the transfer of the share or shares of stock or membership certificate in the corporation held by the person having such right of occupancy.
- (780) *Street*: A public or private vehicular right-of-way, other than an alley or driveway, including both local streets and arterial highways.
- (785) *Street, multifamily*: A driveway, easement, accessway or other private vehicular right-of-way to serve a unified multi-lot/multifamily project for which a discretionary permit has been approved and where residential setback, other than provided for specifically in this Title, are not required.
- (790) *Structure*: That which is erected or constructed having a fixed location and is more than 30 inches above the finished grade. An edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. A mobile home, except when used as a temporary use with its weight resting at least partially upon its tires, is a structure for the purposes of this definition.
- (793) *Supportive housing*: Housing with no limit on length of stay, that is occupied by the target population, and that is linked to an on-site or off-site service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. For the purpose of this definition, "target population" shall mean persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5, commencing with Section 4500, of the California Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.
- (795) *Swimming pool*: An artificial body of water having a depth in excess of 18 inches, designed, constructed and used for swimming, dipping or immersion purposes by men, women, or children.
- (800) *Temporary fencing*: A temporary fence is defined as a fence erected for a limited and defined period of time, not to exceed a maximum of two years with temporary use permit, except as approved by a conditional use permit.

- (805) *Temporary use*: For the purpose of this chapter, the words "temporary use" shall refer to a use that is established for a specified period of time and that is discontinued at the end of such specified time.
- (815) *Transfer/materials recovery facility*: A permitted nondisposal solid waste facility that accepts solid wastes, temporarily stores, separates, converts, or otherwise processes more than five percent of the solid wastes received, and transfers the residual materials to a solid waste disposal, or transformation facility.
- (820) *Transfer station*: A permitted nondisposal solid waste facility that transfers solid waste directly from smaller to larger vehicles for transport to materials recovery facilities, landfills, or transformation facilities.
- (825) *Transformation facility*: A permitted facility that performs incineration, pyrolysis, distillation, gasification or biological conversion, other than composting, for recovery of energy from solid waste.
- (830) *Transitional housing*: Buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance.
- (835) *Ultimate right-of-way*: The right-of-way shown as ultimate on an adopted precise plan of highway alignment, or the street rights-of-way shown within the boundary of a recorded tract map, a recorded parcel map or a recorded PC development plan. The latest adopted or recorded document in the above cases shall take precedence. If none of these exist, the ultimate right-of-way shall be considered the right-of-way required by the highway classification as shown on the Master Plan of Arterial Highways. In all other instances, the ultimate right-of-way shall be considered to be the existing right-of-way, in the case of a private street, and the existing right-of-way, but not less than 60 feet, in the case of a public street.
- (840) *Use*: The purpose for which land or building is occupied, arranged, designed or intended, or for which either land or building is or may be occupied or maintained.
- (845) *Utility mounted*: A facility that is mounted to an aboveground structure that is specifically designed and installed to support electrical power lines, cable television lines, street lighting, traffic signal equipment, park lighting or a structure on public or private property deemed by the City to be similar in nature.
- (850) *Vanpool*: Seven or more persons traveling together in a single vehicle.
- (855) *Vehicular accessway*: A private, nonexclusive vehicular easement affording access to abutting properties.
- (860) *Vehicle/vessel sales/rentals*: An open area used for the display, sale, and/or rental of new or used automobiles and water vessels.

- (865) *Wall mounted*: A facility that is mounted on any vertical surface of a building that is not specifically constructed for the purpose of supporting an antenna i.e., the exterior walls of a building, an existing parapet, the side of a water tank, the face of a church steeple, or the side of a freestanding sign such that the highest point of the "antenna structure" is at an elevation equal to or lower than the highest point of the surface on which it is mounted.
- (870) *Wall sign*: A sign attached to, erected on, painted on or otherwise affixed to the exterior wall of a building or structure in such a manner that the face of the sign is approximately parallel to the exterior wall of the building and exposed to the exterior side of the building. Signs and/or advertising displays in or on windows are not considered wall signs.
- (875) *Window sign, permanent*: Any sign exposed to public view that is permanently affixed to the interior or exterior surface of a window and only identifies the name of the business, hours of operation, and/or address for which the sign is displayed.
- (880) *Window sign, temporary*: Any sign temporarily attached, painted, posted, or displayed flush against a window or located inside within a distance equal to the greatest dimension of the window (either width or height) and designed to be viewed from the outside of the building in which the window is located. A banner sign on the exterior of a window shall not be considered a temporary window sign. For the purpose of this chapter's sign regulations, the term "window" shall also include vehicle bays with full doors that are closed when not in use.
- (885) *Wing wall*: An architectural feature in excess of six feet in height that is a continuation of a building wall projecting beyond the exterior walls of a building.
- (890) *Wireless communications facility or facility*: An antenna structure and any appurtenant facilities or equipment located within City limits and that is used in connection with the provision of wireless service.
- (895) *Wireless video service*: Any service providing radio communication that delivers video programming.
- (900) *Worksite*: A building or group of buildings which are developed as a single project, and which serves as the place of employment, base of operation, or predominate location of an employee or group of employees.

(Ord. No. 03-03, § 5(18.10.300—370), 4-16-2003; Ord. No. 03-06, 10-15-2003; Ord. No. 08-01, § 4, 9-17-2008; Ord. No. 09-07, § 1, 9-16-2009; Ord. No. 11-01, § 4(Exh. 2), 1-19-2011; Ord. No. 11-02, § 3, 1-19-2011; Ord. No. 11-04, §§ 1, 2, 3-16-2011; Ord. No. 11-07, §§ 1—3, 12-7-2011; Ord. No. 14-01, § 2, 4-16-2014; Ord. No. 14-02, §§ 1, 2, 12-17-2014; Ord. No. 15-02, § 1, 8-19-2015; Ord. No. 16-05, §§ 2—7, 12-21-2016; Ord. No. 17-03, 3(Exh. A), 4-19-2017; Ord. No. 17-10, § 3(Exh. A), 11-15-2017; Ord. No. 18-05, § 3(Exh. A), 3-21-2018; Ord. No. 19-02, § 3(Exh. A), 4-17-2019; Ord. No. 20-01, § 3, 8-19-2020; Ord. No. 23-01, § 3(Exh. A), 8-16-2023; Ord. No. 23-03, § 3(Exh. A), 11-15-2023; Ord. No. 25-01, § 3(Exh. A), 3-19-2025)

EXHIBIT B
CODE AMENDMENTS – SECTION 13.26.230

Section 13.26.230 (“Accessory dwelling units”) 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. 13.26.230. Accessory dwelling units.

- ~~(a) Purpose and intent. The purpose and intent of this section is to provide for the development of accessory dwelling units, consistent with California Government Code §§ 65852.150 and 65852.2, and other applicable law.~~
- ~~(b) Applicability. This section applies to all lots located within a residential zoning district that are occupied, or proposed to be occupied, with a single family dwelling unit or multi-family dwelling unit. Nothing in this section shall interfere with nor prohibit a private property owner or homeowners' association's ability to regulate or prohibit accessory dwelling units on lots for which they have such control, unless such lots are zoned for single family residential use that meets the requirements of California Government Code §§ 65852.2 and 65852.22, in which case the provisions of California Civil Code § 4751 shall apply.~~
- ~~(c) Definitions. For purposes of this section only, the following definitions, and the definitions set forth in California Government Code § 65852.2, as may be amended from time to time, shall apply:~~
- ~~(05) Housing organization shall mean a bona fide nonprofit or not-for-profit organization that primarily does business or is involved in housing development, policy, or issues.~~
- ~~(10) Living area shall mean the interior habitable area of a dwelling unit, including basements and attics, but not including a garage or any accessory structure.~~
- ~~(15) Lot shall have the same meaning as set forth in Chapter 13.06 of this Code.~~
- ~~(20) Passageway shall mean a pathway that is unobstructed clear to the sky, extending from a street to one entrance of an accessory dwelling unit.~~
- ~~(25) Proposed single family dwelling and proposed primary dwelling shall mean a single-family and/or primary dwelling that is the subject of a permit application filed with the City and that meets the requirements for City permitting.~~
- ~~(30) Public transit shall mean a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, or other forms of transportation that charge set fares, run on fixed routes, and are available to the public.~~

~~(35) Tandem parking shall mean a driveway or any other location on a lot where two or more automobiles are able to park lined up behind one another.~~

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

~~(e) *Review times.* Applications for accessory dwelling units shall be approved or disapproved within 60 calendar days after receiving a completed application.~~

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

~~(1) The following provisions apply to accessory dwelling units contained within the space of a proposed or existing single-family dwelling or accessory structure, or existing multifamily dwelling:~~

- ~~a. Accessory dwelling units shall not be sold or otherwise conveyed separately from the primary dwelling.~~
- ~~b. Accessory dwelling units may be rented or leased separately from the primary dwelling, but must be for a period of more than 30 days.~~
- ~~c. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.~~
- ~~d. Accessory dwelling units shall not be required to install a new or separate utility connection directly between the accessory dwelling unit and the utility, nor shall any related connection fee or capacity charge be imposed. This provision extends to local agencies, special districts, and water corporations.~~
- ~~e. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary dwelling and may employ alternative methods for fire protection.~~

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

~~(1) The following provisions apply to attached or detached accessory dwelling units:~~

- ~~a. Accessory dwelling units shall not be sold or otherwise conveyed separately from the primary dwelling.~~
- ~~b. Accessory dwelling units may be rented or leased separately from the primary dwelling.~~
- ~~c. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.~~

- ~~d. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary dwelling and may employ alternative methods for fire protection.~~
- ~~e. A local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility for accessory dwelling units, unless the accessory dwelling unit is contained within the space of an existing single family dwelling. Consistent with California Government Code § 66013, the connection may be subject to a connection fee or capacity charge that shall not exceed the reasonable cost of providing service. Water and sewer charges must be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system.~~
- ~~f. The maximum square footage for an accessory dwelling unit, unless otherwise specified herein, is: (1) 850 square feet for an accessory dwelling unit with zero or one bedroom; or (2) 1,000 square feet for an accessory dwelling unit with more than one bedroom; and no more than 50 percent of the primary dwelling for an attached accessory dwelling unit. For attached accessory dwelling units that would exceed the 50 percent area of a primary dwelling threshold, the attached accessory dwelling unit may be a maximum of 800 square feet.~~
- ~~g. The accessory dwelling unit is no more than 16 feet in height.~~
- ~~h. The side and rear setbacks are at least four feet.~~
- ~~(h) *Parking requirements and exemptions.*~~
 - ~~(1) Parking requirements for attached or detached accessory dwelling units are one parking space per unit or per bedroom, whichever is less. No parking spaces shall be required for accessory dwelling units converted from a demolished garage, carport, or covered parking structure of an existing single family or multifamily dwelling or accessory structure.~~
 - ~~(2) Accessory dwelling units are exempt from the parking requirements set forth in this section when any one or more of the following are true:~~
 - ~~a. The accessory dwelling unit is located within one-half mile walking distance of public transit.~~
 - ~~b. The accessory dwelling unit is located within an architecturally and historically significant historic district.~~
 - ~~c. On-street parking permits are required but not offered to the occupant of the accessory dwelling unit.~~

- ~~d. — A car share vehicle is located within one block of the accessory dwelling unit.~~
- ~~(3) — Required parking spaces for accessory dwelling units shall be permitted in setback areas in locations determined by the City or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.~~
- ~~(4) — When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, replacement parking is not required for the lost parking space(s).~~
- ~~(i) — Permitted accessory dwelling units.~~
 - ~~(1) — CATEGORY 1: CONVERSIONS IN SINGLE FAMILY DWELLINGS: Applications for one accessory dwelling unit contained within the space of proposed or existing a single-family residence or accessory structure shall be ministerially approved with a building permit if all of the following are true:~~
 - ~~a. — The accessory dwelling unit complies with applicable City building codes.~~
 - ~~b. — The accessory dwelling unit complies with applicable provisions of Section 13.26.230(f) and 13.26.230(h) of this Code.~~
 - ~~c. — Any expansion of space is limited to accommodating ingress and egress for the accessory dwelling unit and does not exceed 150 square feet.~~
 - ~~d. — The accessory dwelling unit has independent exterior access from the existing residence.~~
 - ~~e. — The accessory dwelling unit has side and rear setbacks sufficient for fire safety.~~
 - ~~(2) — CATEGORY 2: DETACHED UNITS FROM SINGLE FAMILY DWELLINGS: Applications for the new construction of one detached accessory dwelling unit per lot with a proposed or existing single-family dwelling, which may be consolidated with an application for a junior accessory dwelling unit contained within the space of the proposed or existing single-family dwelling, shall be ministerially approved with a building permit if all of the following are true:~~
 - ~~a. — The accessory dwelling unit complies with applicable City building codes.~~
 - ~~b. — The accessory dwelling unit complies with applicable provisions of Sections 13.26.230(g) and 13.26.230(h) of this Code.~~
 - ~~c. — The total floor area of the accessory dwelling unit does not exceed 800 square feet.~~
 - ~~(3) — CATEGORY 3: CONVERSIONS IN MULTIFAMILY DWELLINGS: Applications for multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space (e.g., storage rooms, boiler rooms,~~

~~passageways, attics, basements, and garages) shall be ministerially approved with a building permit if all of the following are true:~~

- ~~a. The accessory dwelling units comply with applicable City building codes.~~
- ~~b. The accessory dwelling units comply with applicable provisions of Section 13.26.230(f) and 13.26.230(h) of this Code.~~
- ~~c. The number of accessory dwelling units within an existing multifamily dwelling structure shall not be more than 25 percent of the existing multifamily dwelling units.~~

~~(4) CATEGORY 4: DETACHED UNITS FROM MULTIFAMILY DWELLINGS: Applications for up to two detached accessory dwelling units per lot with an existing multifamily dwelling shall be ministerially approved with a building permit if all of the following are true:~~

- ~~a. The accessory dwelling units comply with applicable City building codes.~~
- ~~b. The accessory dwelling units comply with applicable provisions of Sections 13.26.230(g) and 13.26.230(h) of this Code.~~

(a) Purpose and intent. The purpose and intent of this section is to establish the regulations and procedures for the review of accessory dwelling units (ADU[s]) and junior accessory dwelling units (JADU[s]), in conformance with the California Government Code (Gov. Code) Title 7, Division 1, Chapter 13, Accessory Dwelling Units.

(b) Applicability. Any construction, establishment, alteration, enlargement, or modification of an ADU shall comply with the requirements of this section and Title 10 (Buildings and Construction) of this Code. For purposes of this section, ADUs include detached, attached, and JADUs.

(c) Definitions. For purposes of this section only, the following definitions shall apply:

(05) Accessory dwelling unit or ADU shall mean an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An ADU also includes the following:

- a. An efficiency unit.
- b. A manufactured home, as defined in Section 18007 of the California Health and Safety Code, as amended from time to time or replaced with a successor statute.

(10) Accessory structure shall mean a structure that is accessory and incidental to a dwelling located on the same lot.

- (15) *Efficiency unit* shall have the same meaning as defined in Section 17958.1 of the California Health and Safety Code, as amended from time to time or replaced with a successor statute.
- (20) *Impact fee* shall have the same meaning as the term “fee,” as defined in subdivision (b) of Section 66000 of Gov. Code, as amended from time to time or replaced with a successor statute, except that it also includes fees specified in Section 66477 of Gov. Code, as amended from time to time or replaced with a successor statute. “Impact Fee” does not include any connection fee or capacity charge by a local agency, special district, or water corporation.
- (25) *Junior accessory dwelling unit* or JADU shall mean a unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing structure.
- (30) *Livable space* shall mean a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.
- (35) *Living area* shall mean the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (40) *Local agency* shall mean a city, county, or city and county, whether general law or chartered.
- (45) *Multifamily dwelling* shall mean two or more attached primary dwelling units.
- (50) *Nonconforming zoning condition* shall mean a physical improvement on a property that does not conform with current zoning standards.
- (55) *Objective standards* shall mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.
- (60) *Passageway* shall mean a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
- (65) *Permitting agency* shall mean any entity that is involved in the review of a permit for an accessory dwelling unit or junior accessory dwelling unit and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts.
- (70) *Primary dwelling unit* shall mean the single-family dwelling or each multifamily dwelling unit but does not include an ADU or JADU. An attached garage is considered part of the primary dwelling unit.
- (75) *Proposed dwelling* shall mean a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(80) *Public transit* shall mean a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(85) *Senate Bill 9* or *SB 9* shall mean California Senate Bill 9 (Atkins, Chapter 162, Statutes of 2021).

(90) *Tandem parking* shall mean that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(d) *Permit required.*

(1) A building permit is required for ADUs and JADUs (Gov. Code, § 66317, subd. (a)).

(2) The provisions included in this section are applicable to all lots that (1) are zoned to allow single-family or multifamily residential uses and (2) include a proposed or existing dwelling unit (Gov. Code, § 66313, subd. (a)).

(3) Any application for an ADU or JADU that meets the location and development standards contained in this section shall be approved ministerially without discretionary review or public hearing.

(e) *Processing time and submittal requirements.*

(1) *Processing time.*

a. The City shall determine whether an application to create or serve an ADU is complete and provide written notice of such determination to the applicant not later than 15 business days after the City received the application. If the City determines an application is incomplete, the City shall concurrently provide the applicant with written notice of such determination and a list of incomplete items and a description of how the application can be made complete.

b. On lots with an existing single-family or multifamily dwelling, an application to create or serve an ADU or JADU shall be approved within 60 days of submission of a complete application, unless either:

1. The permit application to create an ADU or JADU is submitted concurrently with a permit application to create a new single-family or multifamily dwelling on the lot, in which case the City shall not act on the permit application for the ADU or JADU until the City acts on the permit application for the new single-family or multifamily dwelling unit; or

2. The applicant requests a delay, in which case the 60-day time period shall be tolled for the period of the delay.

c. The City shall either approve or deny the application to create or serve an ADU or JADU within 60 days from the date the City receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the

application to create or serve an ADU or JADU is submitted with an application to create a new single-family or multifamily dwelling on the lot, the City may delay approving or denying the application for the ADU until the City approves or denies the application to create the new single-family or multifamily dwelling, but the application to create or serve the ADU shall be considered without discretionary review or hearing. If the City has not approved or denied the completed application for the ADU or JADU within 60 days, and neither of the exceptions set forth in Section 13.26.230(e)(1)b. of this Code are met, then the application for the ADU or JADU shall be deemed approved (Gov. Code, § 66317, subd. (a)).

(2) Submittal requirements.

- a. The application for an ADU or JADU shall be submitted to the Community Development Director together with a preliminary title report for the parcel on which the ADU or JADU is to be situated. The property owner of record, as indicated on the preliminary title report, must approve the application prior to submission to the Community Development Director.
- b. An ADU or JADU shall be reviewed as part of the established building permit process, and compliance with the standards of this section shall be verified through the ministerial planning review process.

(3) Denial and remedies. If the City denies an application for an ADU or JADU, the City shall provide in writing a full set of comments within 60 days to the applicant from the date they received a completed application with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant. When the primary dwelling is proposed concurrent with the ADU then more than 60 days can be taken by the City (Gov. Code, § 66317).

(f) Density and consistency. An ADU that conforms to the requirements in this chapter shall (Gov. Code, § 66314, subd. (c)):

- (1) Not be considered for the purposes of evaluating the density requirements established in the General Plan.
- (2) Be found consistent with the existing General Plan designation and zoning for the lot.
- (3) Not be considered a new residential use for the purpose of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.
- (4) Not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(g) General development and operational standards.

- (1) When a garage, carport, uncovered parking space, or covered parking structure is removed in conjunction with the construction or conversion of a detached or

- attached ADU, replacement parking is not required (Gov. Code, § 66314, subd. (d)(11)).
- (2) A demolition permit for a detached garage that is to be replaced with a detached or attached ADU shall be reviewed with the application for the ADU and issued at the same time (Gov. Code, § 66314, subd. (e)).
- (3) Availability of utilities. All ADUs shall be connected to public utilities or their equivalent, including water, electric, and sewer services, unless the ADU was constructed with a new single-family dwelling (Gov. Code, § 66311.5).
- a. Utility connections. The City may require a new or separate utility connection directly between an ADU or JADU and the utility, unless the ADU or JADU is within the proposed space of a single-family dwelling and is constructed with the new single-family dwelling.
- b. Water and sewer system. The City may require a water or sewer service connection directly between an ADU and the water and sewer service, or demonstration that the well and septic system is adequately sized for the new demand.
- (4) Addressing. The City shall assign an address number to each ADU prior to occupancy. JADUs shall use the same address number assigned to the single-family dwelling within which they are located.
- (5) Fire sprinklers. If fire sprinklers are not required for the primary residence, then installation of fire sprinklers are not required in an ADU. The construction of an ADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling. However, if the primary residence undergoes significant remodeling and is required to install fire sprinklers, an ADU created after the remodel would also be required to install fire sprinklers (Gov. Code, § 66314, subd. (d)(12)).
- (6) Occupancy. Owner occupancy is not required on a property with an ADU.
- (h) Rental and sale limitations.
- (1) Long-term rentals only. Rental of the ADU created pursuant to this section shall be for a term longer than 30 days (Gov. Code, § 66315). Occupancy of the ADU or JADU shall not be allowed until the City approves occupancy of the primary dwelling unit (Gov. Code, § 66328).
- (2) Sale and conveyance. An ADU may be sold or conveyed separately from the primary residence to a qualified buyer if all the requirements of Gov. Code, § 66341 are met.
- (3) If all the requirements of Gov. Code, § 66342 are met, the separate conveyance of the primary dwelling unit and ADU are allowed as condominiums.
- (i) Fee requirements.

- (1) *Connection fees or capacity charges.* An ADU or JADU shall not be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU or JADU was constructed with a new single-family dwelling (Gov. Code, § 66324, subd. (b)).
- (2) *Impact fees.* Impact fees shall not be imposed on an ADU that has 750 square feet of interior livable space or less or a JADU that has 500 square feet of interior livable space or less. Any impact fees charged for an ADU that has more than 750 square feet of interior livable space shall be charged proportionately in relation to the square footage of the primary dwelling unit. (Gov. Code, § 66324, subd. (c)).
- (i) *Compliance with other regulations.*

 - (1) *Building Code.* Building code requirements for detached dwellings shall be applied to ADUs, except that the construction of an ADU shall not constitute a Group R occupancy change under the building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations) ((Gov. Code, § 66314, subd. (d)(8)).
- (k) *Conditions for nonconforming conditions and structures.*

 - (1) *Nonconforming conditions.* Notwithstanding Section 13.02.180 of this Code, to the contrary, until January 1, 2030, an owner of an ADU or JADU that receives a notice to correct violations or abate nuisance, in relation to the ADU or JADU, may request a delay for five years in enforcement of a building standard, as long as the violation is not a health and safety issue as determined by the City, subject to compliance with the Gov. Code, § 66331 and California Health and Safety Code § 17980.12(a)-(c), and the following conditions:

 - a. The ADU or JADU was built before January 1, 2020.
 - b. The ADU or JADU was built on or after January 1, 2020, in a local jurisdiction that, at the time the ADU or JADU was built, had a noncompliant ADU or JADU ordinance, but the ordinance is compliant at the time the request is made.
 - (2) The City shall not deny an application for a permit to create an ADU due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU in compliance with Gov. Code, § 66322, subd. (b).
- (l) *Number of ADUs or JADUs permitted per legal parcel or lot.* An application for a permit to establish an ADU or JADU that meets at least one of the following descriptions shall be ministerially approved without a public hearing and is not subject to the development standards of this section (Gov. Code § 66317, subd. (a)).

 - (1) One ADU and one JADU are permitted per lot within the existing or proposed space of a single-family dwelling or within an existing accessory structure, that meets specified

requirements such as exterior access and setbacks for fire and safety (Gov. Code, § 66323, subd. (a)(1)).

- (2) One detached new construction ADU. One JADU may also be combined with a detached ADU (Gov. Code, § 66323, subd. (a)(2)).
- (3) Multiple ADUs within the portions of multifamily dwelling structures that are not used as livable space. The City shall allow an amount of ADUs up to 25 percent of the dwelling units in existing multifamily dwelling structures, or a minimum of one, whichever is greater (Gov. Code, § 66323, subd. (a)(3)).
- (4) Up to two detached ADUs on a lot that has proposed multifamily dwellings (Gov. Code, § 66323, subd. (a)(4)(iii)).
- (5) Up to eight detached ADUs on a lot that has existing multiple family dwellings provided that the number of ADUs does not exceed the number of existing dwelling units on the lot. (Gov. Code, § 66323, subd. (a)(4)(ii))
- (6) The maximum number of ADUs and JADUs on a parcel may be increased when SB 9 applies. In no case shall the total number of primary dwellings and ADUs/JADUs exceed four on a parcel created through an SB 9 lot split. (Gov. Code §§ 65852.21 and 66411.7, subd. (j)).

(m) Detached ADUs.

- (1) Location. Detached ADUs must be accompanied by a proposed or existing single-family or multifamily dwelling. An existing dwelling on-site may be classified as the detached ADU after construction and occupation of a proposed dwelling on-site. Detached ADUs may be located in an existing accessory structure.
- (2) Maximum number of detached ADUs.
 - a. When accompanied by a proposed or existing single-family dwelling, the maximum number of detached ADUs shall be two. The detached ADU may be in addition to an existing or proposed attached ADU or an existing or proposed JADU (Gov. Code, § 66314, subd. (d)(2)).
 - b. When accompanied by an existing multifamily dwelling, the maximum number of detached ADUs shall be eight per lot, however the number of ADUs shall not exceed the number of existing dwelling units on the lot. (Gov. Code, § 66323, subd. (a)(4)(ii)). Detached ADUs are not required to be detached from each other but must be detached from the multifamily dwelling (Gov. Code, § 66323, subd. (a)(4)(A)).
 - c. On a lot with a proposed multifamily dwelling, the maximum number of detached ADUs shall be two per lot. Detached ADUs are not required to be detached from each other but must be detached from the multifamily dwelling (Gov. Code, § 66323, subd. (a)(4)(ii)).

- d. The maximum number of detached ADUs on a parcel may be increased when SB 9 applies. In no case shall the total number of primary dwellings and ADUs/JADUs exceed four on a parcel created through an SB 9 lot split. (Gov. Code §§ 65852.21 and 66411.7, subd. (j)).

(3) Floor area.

- a. The minimum floor area shall be 150 square feet.
- b. When accompanied by an existing or proposed single-family dwelling, the maximum floor area shall be no more than 1,200 square feet (Gov. Code, § 66314, subd. (d)(5)).
- c. “Floor area” for the purpose of this subsection (3) shall be calculated in the same manner as gross floor area is calculated as set forth in Section 13.06.010(c)(420) of this Code.

(4) Minimum setbacks.

- a. The minimum side, street side, and rear-yard setback shall be 4 feet, except when converting or replacing an existing accessory structure that is less than 4 feet from the side, street side, or rear yard (Gov. Code, §§ 66314, subd. (d)(7), and 66323, subd. (a)(2)).
- b. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU, and a setback of no more than 4 feet from the side and rear lot lines shall be required for an ADU that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure (Gov. Code, § 66314, subd. (d)(7)).

(5) Maximum height. The maximum height of detached ADUs shall be as follows (Gov. Code, § 66321, subd. (b)(4)):

- a. For one-story detached ADUs, the maximum height shall be 16 feet. Where the detached ADU is within one-half-mile walking distance of a major transit stop or a high-quality transit corridor, as defined in Section 21155 of the California Public Resources Code, or with an existing or proposed multifamily dwelling of more than one story, the maximum height shall be 18 feet.
- b. For two-story detached ADUs, the maximum height shall be 25 feet.
- c. Height exemptions.
 - 1. An additional two feet in height shall be allowed to accommodate a roof pitch on an ADU that is aligned with the roof pitch of the primary dwelling unit.

2. When an existing accessory structure is converted to a detached ADU, the maximum height may exceed the limits of Section 13.26.230(m)(5)(A) of this Code to an amount equal to the height of the existing accessory structure to be converted.

(6) Parking.

- a. Parking requirements. A maximum of one parking space shall be required per ADU or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway or in front and/or rear setback areas. (Gov. Code, § 66314, subd. (d)(10)).
- b. Exceptions. No parking shall be required for ADUs in any of the following instances (Gov. Code, §§ 66314, subd. (b)(2), and 66322, subd. (a)):
 1. The ADU is within one-half-mile walking distance of public transit.
 2. The ADU is within an architecturally and historically significant historic district.
 3. The ADU is part of the proposed or existing primary residence or an accessory structure.
 4. When on-street parking permits are required but not offered to the occupant(s) of the ADU.
 5. There is a car-share vehicle within one block of the ADU.
 6. When a permit application for the ADU is submitted with a permit application to create a new singlefamily dwelling or a new multifamily dwelling on the same lot, provided that the ADU or the parcel satisfies any other criteria listed in Gov. Code § 66322, subd. (a)).

- (7) Development standards. Detached ADUs shall comply with all applicable base zone district objective development standards, including lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, unless application of any one or more of these standards precludes construction of at least an 800-square-foot detached ADU.

(n) Attached ADUs.

- (1) Location. Attached ADUs must be accompanied by a proposed or existing single-family or multifamily dwelling.
- (2) Maximum number of attached ADUs.
 - a. When accompanied by a proposed or existing single-family dwelling, the maximum number of attached ADUs shall be one. The attached ADU may be in addition to an existing or proposed detached ADU and/or an existing or proposed JADU (Gov. Code § 66323, subd. (a)(1–2)).

- b. When accompanied by a proposed or existing multifamily dwelling, the maximum number of attached ADUs allowed shall be no more than 25 percent of the number of existing or proposed multifamily units. However, in no case shall less than one attached ADU be allowed (Gov. Code, § 66323, subd. (a)(3)).
- c. In no case shall the total number of primary dwelling and ADUs exceed four on any given lot zoned for single-family residential uses (Gov. Code, § 66411.7, subd. (i)).
- d. The maximum number of attached ADUs on a parcel may be increased when SB 9 applies. In no case shall the total number of primary dwellings and ADUs/JADUs exceed four on a parcel created through an SB 9 lot split. (Gov. Code §§ 65852.21 and 66411.7, subd. (i)).

(3) Floor area.

- a. The minimum floor area shall be 150 square feet.
- b. Single-family attached ADU (Gov. Code, § 66323, subd. (a)(1)(A)).
 - 1. The existing primary dwelling unit floor area may expand up to 150 square feet.
 - 2. If the ADU expands the existing primary dwelling more than 150 square feet, then the floor area shall not exceed 50 percent of the living area of the existing primary dwelling unit (Gov. Code, § 66314, subd. (d)(4)) as long as an ADU with one bedroom or fewer is allowed to be at least 850 square feet of interior livable space or an ADU with more than one bedroom is allowed to be at least 1,000 square feet of interior livable space (Gov. Code, § 66321, subd. (b)(2)).
- c. “Floor area” for the purpose of this subsection (3) shall be calculated in the same manner as gross floor area is calculated as set forth in Section 13.06.010(c)(420) of this Code. “Floor area” shall not be the manner of calculation for “interior livable space.”

(4) Minimum setbacks.

- a. The minimum side, street side, and rear yard setback shall be 4 feet, except when converting or replacing an existing attached accessory structure that is less than 4 feet from the side, street side, or rear yard.
- b. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU, and a setback of no more than 4 feet from the side and rear lot lines shall be required for an ADU that is not converted from an existing structure or a new structure

constructed in the same location and to the same dimensions as an existing structure (Gov. Code, § 66314, subd. (d)(7)).

(5) Maximum height.

- a. The maximum height of attached ADUs shall be two stories and 25 feet or the maximum height specified by the base zone district for the primary dwelling, whichever is lower (Gov. Code, § 66321, subd. (b)(4)).
- b. Attached ADUs that are interior to an existing structure that is converted shall not exceed the height of that existing structure.

(6) Parking. No parking shall be required for an attached ADU.

(7) Development standards.

- a. Attached ADUs shall comply with all applicable base zone district objective development standards (Gov. Code, § 66321, subd. (b)(3)), including limits on lot coverage, objective design standards, floor area ratio, open space, front setbacks, and minimum lot size unless application of any one or more of these standards precludes construction of an attached ADU with at least 800 square feet of interior livable space, as well as 4 feet side and rear yard setbacks.
- b. The City shall not use or impose additional standards other than those provided in Gov. Code, § 66314, including an owner-occupant requirement, except that the City may require that the property may be used for rentals of terms 30 days or longer (Gov. Code, § 66315).

(o) Junior accessory dwelling units.

(1) Location. JADUs must be accompanied by a proposed or existing single-family dwelling on a lot zoned for single-family use. A JADU must be within the walls of the primary single-family dwelling, including, but not limited to, an attached garage (Gov. Code, § 66323, subd. (a)(1)).

(2) Maximum number of JADUs.

- a. When accompanied by a proposed or existing single-family dwelling, the maximum number of JADUs shall be one per lot. The JADU may be in addition to an existing or proposed detached ADU or an existing or proposed attached ADU.
- b. In no case shall the total number of primary dwelling and ADUs/JADUs exceed four on any given lot zoned for single-family residential uses (Gov. Code, §§ 65852.21 and 66411.7).
- c. The maximum number of JADUs on a parcel may be increased when SB 9 applies. In no case shall the total number of primary dwellings and ADUs/JADUs exceed four on a parcel created through an SB 9 lot split. (Gov. Code §§ 65852.21 and 66411.7, subd. (j)).

(3) Floor area.

- a. The minimum floor area shall be 150 square feet.
- b. The maximum floor area shall be 500 square feet.
- c. “Floor area” for the purpose of this subsection (3) shall be calculated in the same manner as gross floor area is calculated as set forth in Section 13.06.010(c)(420) of this Code.

(4) Parking. No parking shall be required for a JADU, including replacement parking.

(5) Exterior access. Access shall be provided to the JADU independent from the primary dwelling.

(6) Sanitation facilities. Sanitation facilities may be separate or shared with the primary dwelling. If shared with the primary dwelling, the JADU shall provide an interior entry to the living area of the primary dwelling, separate from the exterior access required to the JADU.

(7) Kitchen features. An efficiency kitchen shall be provided, including all of the following (Gov. Code, § 66333, subd. (f)):

- a. A cooking facility with appliances.
- b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

(8) Occupancy. If the JADU has shared sanitation facilities with the existing structure, owner-occupancy in the single family residence in which the JADU is required. The owner may reside in either the remaining portion of the structure or the newly created JADU. Owner-occupancy shall not be required if the JADU has separate sanitation facilities, or if the owner is another governmental agency, land trust, or housing organization (Gov. Code, § 66333, subd. (b)).

(9) Deed restriction. A deed restriction shall be recorded on the property which shall run with the land, and a copy of which shall be provided to the Community Development Director. The deed restriction shall include both of the following (Gov. Code, § 66333, subd. (c)):

- a. A prohibition on the sale of the JADU separate from the sale of the single-family dwelling, including a statement that the deed restriction may be enforced against future purchasers.
- b. A restriction on the size and attributes of the JADU that conforms with this subsection (9).

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

651 Bannan Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



December 5, 2025

Planning and Environmental Services Director
Planning and Environmental Services
City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637

Dear Planning and Environmental Services Director:

**RE: City of Laguna Woods – Accessory Dwelling Unit (ADU) Ordinance Updates –
Letter of Technical Assistance**

The most recent ADU ordinance on file for the City of Laguna Woods with the California Department of Housing and Community Development (HCD) is from 2020. Given the numerous changes to State ADU Law since the adoption of the ordinance, the ordinance may be outdated and out of compliance with State ADU Law. If HCD's records are incorrect, and a new ordinance has been adopted, please submit it to the [ADU Portal](#) for HCD's review.

Below are the changes to State ADU Law that have occurred in recent years and may warrant an update to the City of Laguna Woods' ADU ordinance:

Updates to the [ADU Handbook \(2025\)](#)

- Clarifies that ADU Law prohibits deed restrictions on ADUs. A deed restriction would be an "additional standard" and thus cannot be imposed on ADUs (Gov. Code, § 66315).
- Clarifies that homeowners' associations (HOAs), as a third party, cannot influence the approval of an application to create an ADU. Third party reviews by an HOA or their representatives or agents would violate State ADU Law. (Gov. Code, § 66315.) No other local ordinances, policies, or regulations may be applied in the approval or denial of an ADU or junior ADU (JADU) permit application (Gov. Code, § 66317, subd. (c)).
- Clarifies that a local agency may not require parking as a condition to permitting a JADU, even when the JADU is converted from an attached garage (Gov. Code, § 66334, subd. (a)).

Changes to ADU Law in 2025:

- Specifies that if a JADU has shared sanitation facilities with the primary structure, owner-occupancy will be required. If the JADU does *not* have shared sanitation facilities, owner-occupancy will *not* be required (Gov. Code, § 66333, subd. (b)).
- Require rental terms for JADUs for terms longer than 30 days (Gov. Code, § 66333, subd. (g)).
- Specifies that if a local agency fails to submit an adopted ADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding their ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when permitting ADUs (Gov. Code, § 66326, subd. (d)).
- Revises the definition of a "junior accessory dwelling unit" to require the size of a JADU to be no more than 500 square feet of interior livable space (Gov. Code, § 66313, subd. (d)).
- Revises the limitations on impact fees to, instead, prohibit impact fees upon the development of an ADU that has 750 square feet of interior livable space or less or a JADU that has 500 square feet of interior livable space or less, and to require that any impact fee on an ADU that has more than 750 square feet of interior livable space be charged proportionately in relation to the square footage of the primary dwelling unit (Gov. Code, § 66311.5, subds. (a) – (d)).
- Requires a permitting agency to determine whether an application for an ADU or JADU is complete and provide written notice of the determination not later than 15 business days after the permitting agency received the application (Gov. Code, § 66317, subd. (a)(2)(A)).
- Requires the permitting agency to provide the applicant with a list of incomplete items and a description of how the application can be made complete in the written notice and authorizes the applicant to cure and address the application, as specified, if it is determined that an application is incomplete (Gov. Code, § 66317, subd. (a)(2)(B)).
- Requires the permitting agency to provide a process for the applicant to appeal a denied application, as provided, and requires the permitting agency to provide a final written determination by not later than 60 business days after receipt of the written appeal if a permit application is determined to be incomplete or is denied (Gov. Code, § 66317, subd. (d)(1)).
- Specifies that an ADU or JADU that contains less than 500 square feet of interior livable space does not increase assessable space.
- Revises size limitations to be based on the square footage of interior living space of the ADU (Gov. Code, § 66321, subds. (b)(2)(A), (b)(2)(B), and (b)(3)).
- Specifies the number of allowable ADUs per lot with a proposed or existing single-family dwelling (Gov. Code, § 66323, subd. (a)).

- Clarifies that fire sprinklers are not required for a JADU if the primary residence does not have fire sprinklers and that the addition of a JADU cannot trigger the requirement for fire sprinklers (Gov. Code, § 66323, subd. (d)).
- Adds section 66333.5, which specifies that if a local agency fails to submit an adopted JADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding their ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when processing applications for ADUs.
- Requires a local agency to issue a certificate of occupancy for an ADU constructed in a county that is subject to a proclamation of a state of emergency made by the Governor on or after February 1, 2025, even if the primary dwelling has not yet been issued a certificate of occupancy, if certain requirements are met, including that the primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation (Gov. Code, § 66328).
- Creates an exception to areas that fall under the California Coastal Act by requiring a local government or the Coastal Commission, as specified, to either approve or deny a coastal development permit application for an ADU within 60 days of receiving a completed application (Gov. Code, § 66329, subd. (a).)
- Specifies that no reimbursement is required for school service charges, fees, or assessments sufficient to pay for the program or level of service within the meaning of Government Code section 17556 (Gov. Code, § 66329).
- Specifies that reasonable restrictions in covenants, restrictions, and conditions, as described in the Civil Code, shall not include any fees or other financial requirements (Civil Code, § 714.3, subd. (b)).

Changes to ADU Law in 2024:

- SB 477 (Chapter 7, Statutes of 2024) made changes to the numbering of the sections of the Government Code for State ADU and JADU Laws.
- Prohibits a local agency from denying a permit for an unpermitted ADU or JADU that was constructed before January 1, 2020, for building code violations, unless the local agency makes a finding that correcting the violation is necessary to comply with conditions that would otherwise deem a building substandard (Gov. Code, § 66332, subds. (a)-(c)).
- Defines "livable space" as a space in a dwelling intended for human habitation, as the term appears in Government Code sections 66313, subdivision (e), and 66323, subdivision (a)(3)(A).
- Provides that uncovered, off-street parking spaces demolished in conjunction with the construction of an ADU do not need to be replaced (Gov. Code, § 66314, subd. (d)(11)).

- Changes the allowable number of detached ADUs on a lot with an existing multifamily dwelling to eight detached ADUs, provided that the number of ADUs does not exceed the number of existing units on the lot (Gov. Code, § 66323, subd. (a)(4)(A)(ii)).
- Prohibits a local agency from imposing any objective development standards on 66323 Units that are not authorized by the provisions of Government Code section 66323, subdivision (a) (Gov. Code, § 66323, subd. (b)).

Changes to ADU Law in 2023:

- Sunsets a former prohibition on a local agency imposing an owner occupancy requirement on any ADU and instead prohibits a local agency from requiring owner occupancy for an ADU (Gov. Code, § 66315).
- Allows a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and ADU(s) as condominiums, subject to certain conditions (Gov. Code, §§ 66340-66342).

Changes to ADU Law in 2021:

- Allows a local agency to permit the separate conveyance of ADUs from the primary dwelling under Government Code section 66341 in certain circumstances.

Changes to ADU Law in 2020:

- Requires that an application for the creation of an ADU or JADU is deemed approved (not just subject to ministerial approval) if the local agency has not approved or denied the completed application within 60 days (Gov. Code, § 66317, subd. (a)).
- Requires ministerial approval of an application for a building permit within a residential or mixed-use zone to create one ADU and one JADU per lot (not one or the other), within the proposed or existing single-family dwelling, if certain conditions are met (Gov. Code, § 66323, subd. (a)(1)(A)).
- Allows for rental or leasing of a separate interest ADU or JADU in a common interest development, notwithstanding governing documents that otherwise appear to prohibit renting or leasing of a unit, and without regard to the date of the governing documents (Civ. Code, §§ 4740, subd. (a); 4741, subd. (a)).
- Allows a homeowner to create “any of the following”: one converted or attached ADU; one detached, new construction ADU; and one JADU (Gov. Code, § 66323, subds. (a)(1)-(2)). More information can be found in HCD’s 2025 ADU Handbook.

Changes to ADU Law in 2019:

- Prohibits a local agency from including requirements on minimum lot size in development standards for ADUs (Gov. Code, § 66314, subd. (b)(1)).
- Allows a local agency to designate areas where ADUs may be located based on the adequacy of water and sewer services, as well as on impacts on traffic flow and public safety (Gov. Code, § 66314, subd. (a)).
- Eliminates all owner occupancy requirements by a local agency for ADUs approved between January 1, 2020, and January 1, 2025 (Gov. Code, § 66315).
- Prohibits a local agency from establishing a maximum size of an ADU of less than 850 square feet, or 1,000 square feet if the ADU contains more than one bedroom and requires approval of a permit to build an ADU of up to 800 square feet (Gov. Code, § 66321, subds. (b)(2), (b)(3)).
- Prohibits a local agency from requiring replacement of off-street parking spaces for ADUs created through the conversion of a garage, carport, or covered parking structure (Gov. Code, § 66314, subd. (d)(11)).
- Reduces the maximum ADU and JADU application review time from 120 days to 60 days (Gov. Code, §§ 66317, subd. (a); 66335, subd. (2)).
- Clarifies that “public transit” includes various means of transportation that charge set fees, run on fixed routes, and are available to the public (Gov. Code, § 66313, subd. (m)).
- Adds impact fee exemptions and limitations based on the size of the ADU. ADUs up to 750 square feet are exempt from impact fees, and ADUs that are 750 square feet or larger may be charged impact fees, but those fees must be proportional in size (by square foot) to fees charged for the primary dwelling unit (Gov. Code, § 66324, subd. (c)(1)).
- Defines of an “accessory structure” to mean a structure that is accessory and incidental to a dwelling on the same lot (Gov. Code, § 66313, subd. (b)).
- Permits JADUs even where a local agency has not adopted an ordinance expressly authorizing them (Gov. Code, § 66320).
- Allows for a permitted JADU to be constructed within the walls of the proposed or existing single-family residence and eliminates the required inclusion of an existing bedroom and an interior entry into the single-family residence (Gov. Code, § 66333, subd. (d)).
- Requires, upon application and approval, a local agency to delay enforcement against a qualifying substandard ADU for five years to allow the owner to correct the violation, so long as the violation is not a health and safety issue, as determined by the enforcement agency (Gov. Code, § 66331; HSC, § 17980.12).

- Makes covenants, conditions, and restrictions that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use void and unenforceable (Civ. Code, § 4751)).

If an existing ADU ordinance fails to meet the requirements of State ADU Law, the ordinance is “null and void” and the local jurisdiction must apply the standards set forth in State ADU Law until it adopts an ordinance that complies with state law (Gov. Code, § 66316). HCD recommends that a local jurisdiction with a noncompliant ADU ordinance repeal the ordinance to provide clarity for ADU applicants who may otherwise rely on the outdated ordinance.

HCD requests a response by January 4, 2026 with either (1) a description of how the ADU ordinance continues to comply with State ADU Law despite the changes to the law, or (2) a plan and timeline to either repeal the current ordinance or adopt an amended, compliant ordinance and submit it to HCD for review.

If you have any questions or need additional information, please contact Reshma Sen at Reshma.sen@hcd.ca.gov.

Sincerely,



Jamie Candelaria
Section Chief, ADU Policy
Housing Accountability Unit

9.1
PUBLIC PARTICIPATION IN CITY MEETINGS
AND EVENTS

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: May 20, 2026 City Council Meeting

SUBJECT: Public Participation in City Meetings and Events

Recommendation

1. Provide direction to the City Manager on policies and procedures for public participation in City Council meetings including, but not limited to, implementation of California Senate Bill 707 (Durazo, Chapter 327, Statutes of 2025).

AND

2. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY 1.4 PERTAINING TO THE DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING MEETINGS OF THE CITY COUNCIL, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 54953.4

AND

3. As permitted by Laguna Woods Municipal Code Section 3.06.100(b), waive the competitive bidding requirements set forth in Laguna Woods Municipal Code Section 3.06.040 for the purchase of a semi-custom Americans with Disabilities Act ("ADA")-style accessible lectern for use during City meetings and events from Key Code Media, Inc., and authorize the City Manager to make such purchase, in an amount not to exceed \$13,000.

Background

California Senate Bill 707 (Durazo, Chapter 327, Statutes of 2025) ("SB 707") was signed into

law by Governor Newsom on October 3, 2025. SB 707 made broad changes to the Ralph M. Brown Act (California Government Code Sections 54950-54963), which governs the conduct of city council meetings and other meetings of specified local legislative bodies.

Discussion

Today's meeting is an opportunity for City Council action and public input on matters related to public participation in City meetings and events. Specifically, staff recommends that the City Council provide direction on public participation policies and procedures (Attachments A and B), adopt a policy pertaining to technological disruptions during City Council meetings (Attachment B), and take action to facilitate the purchase of an ADA-style accessible lectern (Attachment C). Staff's recommendations are intended to comply with SB 707 and enhance public participation in City meetings and events.

Recommendation #1

Beginning July 1, 2026, SB 707 requires certain city councils and special district boards of directors to accept remote public comments and testimony. The Laguna Woods City Council is required to do so because Orange County has a population that exceeds 599,999.

Staff has reviewed SB 707, as well as public participation policies and procedures in other cities, and prepared new policies and procedures for City Council meetings (Attachment A). Unless the City Council provides direction to the contrary, the new policies and procedures will "soft launch" in June ahead of SB 707's July 1, 2026 compliance deadline.

Notable changes will include:

- Accepting remote public comments and testimony via Zoom (by electronic device or telephone). Speakers will be permitted, but not required, to use their cameras. *[Note: SB 707 does not require that speakers be permitted to use their cameras.]*
- Activating Zoom's automatic captioning. *[Note: SB 707 requires this.]* Historically, staff has activated Zoom's automatic captioning only when technical difficulties have prevented the provision of live, human-generated captioning ("live captioning"). Live captioning will continue to be provided, in addition to Zoom's automatic captioning, as live captioning tends to be more accurate. *[Note: While SB 707 does not require live captioning, some disability advocacy groups maintain that live captioning is a required accommodation under the ADA.]*

Staff would also like to ensure the City Council is aware of the following:

1. By accepting remote public participation, the City Council may experience occasions of intentionally inflammatory public comments and testimony, often referred to as "Zoom bombing." Zoom bombing may include the utterance of ethnic or racial slurs,

the use of profanity, or ad hominem attacks on members of the City Council or other individuals or groups. Such conduct, while often offensive and upsetting, is generally protected by federal and state law. Public participation policies and procedures can help to limit such conduct, but only if consistently enforced (e.g., speakers can be limited to three minutes, once per agenda item, but only if *all* speakers are limited to three minutes, once per agenda item).

2. Some remote public comments and testimony will be clearer than others. Individuals who choose to participate remotely in City Council meetings will do so using their own computers, tablets, telephones, or similar devices. Not speaking directly into their microphones, slow or overwhelmed telephone or internet connections where they are located, incorrectly configured devices, user error, or any number of other issues beyond the City's control may result in audio that is difficult to understand or video that is difficult to see in the Council Chambers. Those same issues may result in the inability for individuals to unmute their microphones, turn on their cameras, or connect to Zoom at all. Staff will be unable to troubleshoot such issues as they are not a result of the City's actions or technology.

Recommendation #2

SB 707 requires the City Council to approve a policy "regarding disruption of telephonic or internet service occurring during [City Council] meetings" (i.e., a policy outlining what happens if City Hall's telephone or internet service is disrupted during City Council meetings in a manner that prevents remote public participation). California Government Code Section 54953.4 identifies specific matters that must be addressed in the policy.

The proposed resolution (Attachment B) would establish the policy required by California Government Code Section 54953.4.

Recommendation #3

In preparing policies and procedures for SB 707 compliance, staff broadly assessed existing public participation opportunities and identified adding an ADA-style accessible lectern to the Council Chambers as a potential enhancement of public participation.

Staff has worked with Marshall Furniture and Key Code Media to design a semi-custom ADA-style lectern that would be appropriately sized for the Council Chambers, contain ventilated storage for temporary battery power (the Council Chambers does not have in-ground power), and incorporate the City's speaker timer technology (Attachment C). The lectern would also have a detachable City seal that could be attached when the lectern is used by City officials. The proposed action would allow the City Manager to purchase the lectern from Key Code Media without obtaining three bids, which is impractical due to the semi-custom design of the lectern. The estimated cost is \$12,488.22; however, staff is requesting authorization to spend up to \$13,000, in the event estimated tax and shipping costs change.

Fiscal Impact

Sufficient funds to support staff's recommendations are included in the City's budget.

Attachments: A – Draft Laguna Woods City Council Guide for Public Participation
B – Proposed Resolution (Administrative Policy 1.4)
Exhibit A – Proposed Administrative Policy 1.4
C – Proposed Accessible Lectern Quote and Specifications

LAGUNA WOODS CITY COUNCIL GUIDE TO PUBLIC PARTICIPATION

FOR THE MEETING ON XX, 2026

FREQUENTLY ASKED QUESTIONS

City's website

www.cityoflagunawoods.org

Laguna Woods City Hall's address

24264 El Toro Road, Laguna Woods, CA 92637

City Clerk's Office's telephone number

(949) 639-0500

Zoom website

www.zoomgov.com

Zoom meeting ID

161 548 2089

Zoom passcode

24264

When and where does the City Council meet regularly?

The City Council meets regularly on the third Wednesday of each month at 2:00 p.m. All meetings are held at Laguna Woods City Hall, unless otherwise indicated on the agenda. A list of upcoming meetings, including dates and times, is available on the City's website and at Laguna Woods City Hall during normal working hours.

When and where are City Council agendas posted?

City Council agendas are posted in accordance with the Ralph M. Brown Act (California Government Code Section 54950, et seq.). For regular meetings, agendas are posted at least 72 hours in advance of each meeting, typically on the preceding Friday. Posting deadlines vary for adjourned, special, and emergency meetings. Agendas are posted on the City's website and at Laguna Woods City Hall.

Are email notifications available for newly posted City Council agendas?

Yes. To sign up for email notifications of newly posted City Council agendas, please visit the City's website, email cityhall@cityoflagunawoods.org, or call the City Clerk's Office at (949) 639-0500. Please note that the City is not responsible for, and makes no guaranties or warranties related to, the transmission or receipt of email notifications.

HOW TO PROVIDE PUBLIC COMMENTS AND TESTIMONY

IN PERSON

Individuals who would like to provide public comments or testimony 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, when public comments or testimony are called for, for the item. Public comments on items *not* appearing on this agenda will be accepted during Item V.

Each speaker will have the opportunity to speak for up to three minutes once per agenda item, unless otherwise stipulated by the City Council. Speakers may not yield their time, or any portion thereof, to any other speaker.

Speakers are requested, but not required, to identify themselves. Speakers are advised that their names and any other information verbalized, displayed, or provided in writing to the City may be publicly disclosed. No speaker should expect privacy of such information.

Speakers are able to provide printed materials (e.g., documents and photographs) to the City Council in connection with their public comments and testimony. Printed materials must be handed to the City Clerk at or immediately prior to this meeting (the City Clerk's position at the dais is marked by a title plate affixed to the front of the dais). There are five members of the City Council. If fewer than five printed copies are handed to the City Clerk, all members of the City Council will not receive the materials until after this meeting has been adjourned. Eight printed copies are encouraged, but not required (one for each of the five members of the City Council and one each for the City Manager, City Attorney, and City Clerk). Speakers may also provide supplemental materials as written public comments and testimony, following the instructions in the following section titled "IN WRITING."

The City's projectors and audiovisual systems are not available for use in connection with public comments and testimony. Speakers who wish to provide the City Council with pre-recorded audio or video content may do so by email in MP3, MOV, or MP4 formats by following the instructions in the following section titled "IN WRITING."

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

IN WRITING

Individuals who would like to provide written public comments or written testimony may do so by emailing them to cityhall@cityoflagunawoods.org, mailing them to Laguna Woods City

Hall, or delivering them to Laguna Woods City Hall during normal working hours. Written public comments and written testimony will be accepted until the respective item is heard.

Written public comments and written testimony received by email no later than 10:00 a.m. the day of this meeting will be forwarded to the City Council prior to or at the beginning of this meeting. All other written public comments and written testimony received by email will be forwarded to the City Council after this meeting has been adjourned. Written public comments and written testimony received by email after 10:00 a.m. the day of this meeting, but before the respective item is heard, will still be part of the meeting record and will be announced to the City Council while the respective item is being heard.

The City Council has discretion whether to have written public comments and written testimony read aloud during this meeting. If written public comments and written testimony are read aloud, the same time limits will apply as apply to verbal public comments and verbal testimony. Individuals will not be able to comment or provide testimony twice on the same item through a combination of verbal public comments or verbal testimony and written public comments or written testimony read aloud.

Individuals are requested, but not required, to identify themselves. Individuals are advised that their names and any other information provided in writing to the City may be publicly disclosed. No individuals should expect privacy of such information.

Individuals who wish to provide the City Council with pre-recorded audio or video content may do so by email in MP3, MOV, or MP4 formats. Pre-recorded audio or video content will not be played, shown, or read aloud during this meeting.

Written public comments and written testimony are not accepted on flash drives or other electronic devices. Individuals seeking to provide large files that cannot be emailed should divide files into several smaller files or consider using a file hosting or transfer service.

REMOTELY BY ZOOM

Public comments and testimony provided remotely by Zoom are subject to the same policies set forth in the preceding section titled “IN PERSON” and those set forth in this section.

Speakers will be allowed to turn on their cameras, but are not required to.

Speakers will not be allowed to share their screens.

Individuals are advised that names, telephone numbers, and any other information provided to or accessible by Zoom – including, but not limited to, audio and video from cameras and microphones – may be publicly visible and/or visible to the City and others. Such information may also be publicly disclosed. No party should expect privacy of such information.

Speakers who wish to provide the City Council with documents, photographs, or other written materials may do so by following the instructions in the preceding section titled “IN WRITING.” Speakers who wish to provide the City Council with pre-recorded audio or video content may do so by following the instructions in the preceding section titled “IN WRITING.”

The instructions that follow are provided as a courtesy only. Zoom is a third-party software program that is not owned or maintained by the City and, as such, instructions may change from time to time, or vary by application, browser, device, and/or version thereof. Individuals interested in attending and participating in this meeting remotely are advised to familiarize themselves with Zoom in advance of this meeting.

Using a computer, tablet, or similar device

- Visit www.zoomgov.com
- Click the "Join" button (if given an option, select "by meeting ID")
- Enter the following meeting ID: 161 548 2089
- Click the "Join" button
- Open Zoom following the on-screen prompts
- Enter the following meeting passcode: 24264
- Follow any additional on-screen prompts and enter information as required by Zoom
- Click the “Raise Hand” button when public comments or testimony are called for, for the item you wish to provide public comments or testimony on
- Click the “Unmute” button when you are called on to speak

Using a telephone

- Call (669) 216-1590
- Follow the prompts and provide the information required by Zoom
- Enter the following meeting ID: 161 548 2089
- There is no participant ID; follow prompts to bypass
- If asked for a passcode, enter the following passcode: 24264
- Press *9 to “raise your hand” when public comments or testimony are called for, for the item you wish to provide public comments or testimony on
- Press *6 to unmute your microphone when you are called on to speak

HOW TO HEAR AND/OR WATCH THIS MEETING REMOTELY

Audio and video of this meeting will be live streamed on Zoom. Audio will also be available by telephone. For more information on viewing and/or listening to this meeting, please refer to the preceding section titled “REMOTELY BY ZOOM.”

The City also plans to:

- Live stream this meeting on YouTube (www.youtube.com/@cityoflagunawoods);

- Post a recording of this meeting on YouTube after this meeting;
- Live broadcast this meeting on Laguna Woods Village television channel 3; and
- Rebroadcast this meeting on Laguna Woods Village television channel 3 at 7:00 p.m. the same day, the following Monday at 8:00 p.m. the second Wednesday after at Noon, and the second Friday after at 1:00 p.m.

Neither public comments nor testimony will be accepted via YouTube or Laguna Woods Village television channel 3. In the event of technical difficulties affecting YouTube and/or Laguna Woods Village television channel 3, this meeting will proceed.

HOW TO VIEW CAPTIONING

The City plans to provide live, human-generated captioning for this meeting on the Laguna Woods Village television Channel 3 live broadcast, YouTube live stream, and recording posted on YouTube after this meeting.

Zoom’s automatic captioning function will be activated on the Zoom live stream.

YouTube’s automatic captioning function may be activated on the YouTube live stream and recording posted on YouTube after this meeting.

In all cases, individuals may need to enable captioning for captioning to be visible.

HOW TELEPHONIC OR INTERNET SERVICE DISRUPTIONS WILL BE HANDLED

Telephonic or internet service disruptions that prevent members of the public from attending or observing City Council meetings will be handled in accordance with City Administrative Policy 1.4. City Administrative Policy 1.4 is available on the City’s website and at Laguna Woods City Hall during normal working hours.

HOW TO REQUEST MODIFICATIONS OR ACCOMODATIONS UNDER THE AMERICANS WITH DISABILITIES ACT (“ADA”)

The City intends to comply with the ADA.

This meeting will be held in the Council Chambers at Laguna Woods City Hall. The Council Chambers is equipped with a hearing loop that can be used by individuals with t-coil or telecoil-enabled hearing aids or cochlear implants. No request for disability-related modification or accommodation is required to use the hearing loop.

Individuals who require disability-related modifications or accommodations to participate

in this meeting – including, but not limited to, auxiliary aids or services – may request such modifications or accommodations by emailing cityhall@cityoflagunawoods.org or calling the City Clerk's Office at (949) 639-0500. Requests can also be made with the assistance of the California Relay Service by calling (800) 735-2929/TTY (800) 735-2922. The City requests at least two business days' notice to effectively facilitate the provision of reasonable modifications or accommodations.

NOTICE REGARDING CHALLENGING QUASI-ADJUDICATIVE DECISIONS

California Code of Civil Procedure Section 1094.6 et seq. sets forth the procedure for judicial review of most quasi-adjudicative decisions of the Laguna Woods City Council, such as decisions regarding development projects. If an interested party wishes to challenge a decision in court, they may be limited to raising only the issues they or someone else raised prior to the Laguna Woods City Council voting on such decision, whether through verbal comments at the Laguna Woods City Council meeting during consideration of the decision and/or in written correspondence delivered to the City Clerk's Office at Laguna Woods City Hall prior to the decision being made. Judicial challenges may also be limited or barred where the interested party has not exhausted all available administrative remedies.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY 1.4 PERTAINING TO THE DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING MEETINGS OF THE CITY COUNCIL, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 54953.4

WHEREAS, the City Council wishes to establish a policy for handling telephonic or internet service disruptions that prevent members of the public from attending or observing City Council meetings, as required by California Government Code Section 54953.4.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The administrative policy attached hereto as Exhibit A is adopted and is a statement of the City's Disruption of Telephonic or Internet Service During Meetings of the City Council policy. The administrative policy attached hereto as Exhibit A replaces and supersedes all previous versions of Administrative Policy 1.4.

SECTION 3. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

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

ANNIE MCCARY, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 26-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2026, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk



City of Laguna Woods

ADMINISTRATIVE POLICY 1.4

DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING MEETINGS OF THE CITY COUNCIL

1.4.01. Statement of Purpose.

This Administrative Policy is intended to establish a policy for handling telephonic or internet service disruptions that prevent members of the public from attending or observing City Council meetings, as required by California Government Code Section 54953.4.

1.4.02. Applicability.

This Administrative Policy shall apply to all meetings of the City Council for which California Government Code Section 54953.4 requires an opportunity be provided for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform.

Meetings to which this Administrative Policy does not apply include, but are not limited to, meetings that are not open and public (e.g., closed sessions) and emergency meetings held pursuant to California Government Code Section 54956.5.

1.4.03. Procedure Upon Disruption.

The following actions shall be taken in the event of a telephonic or internet service disruption that prevents members of the public from attending or observing a meeting via a two-way telephonic service or a two-way audiovisual platform:

1. The City Manager, City Attorney, City Clerk, or their designees shall notify the City Council immediately upon becoming aware of the disruption. Due to the manner in which state law requires disruptions to be handled, staff may interrupt the City Council's deliberations to provide timely notice.
2. The City Council shall either:
 - a. Recess the open session of the meeting for at least one hour. If the City Council is scheduled to convene in closed session later in the meeting or finds it necessary to do so in accordance with California Government Code Section

ITEM 9.1 – Exhibit A to Attachment B

54954.2, such closed session may occur while the open session is recessed.

OR

- b. Adjourn the meeting to another date and time. Adjournment shall be made in accordance with California Government Code Section 54955. If the meeting is adjourned, the remainder of the procedure set forth herein shall not apply.
3. The City Manager or their designee shall contact the City of Laguna Woods' principal information technology consultant and request their assistance in restoring the telephonic or internet service. The principal information technology consultant shall be specifically asked to contact the City of Laguna Woods' internet service providers and review available diagnostic tools. *(Note: The City of Laguna Woods uses Voice over Internet Protocol ("VoIP"), meaning that telephonic services are provided using an internet connection, rather than traditional telephone lines. The City of Laguna Woods contracts with both a primary and redundant internet service provider.)*
- a. If the principal information technology consultant does not respond to staff's attempt to contact them within 15 minutes, the City Manager or their designee shall directly contact the City of Laguna Woods' internet service providers to request their assistance in restoring the telephonic or internet service.
- 4a. If the telephonic or internet service is restored less than one hour from the time the City Council recessed the open session of the meeting, the City Council may reconvene in open session and continue the meeting.

OR

- 4b. If the telephonic or internet service disruption persists for more than one hour from the time the City Council recessed the open session of the meeting, the City Council may reconvene in open session and consider adopting a finding by roll call vote that good faith efforts to restore the telephonic or internet service have been made in accordance with this Administrative Policy and that the public interest in continuing the meeting outweighs the public interest in remote public access.
- a. If such a finding is adopted by a majority of the quorum of members of the City Council present, the meeting may be continued.

OR

- b. If such a finding is not adopted by a majority of the quorum of members of the City Council present, the meeting shall be adjourned to another date and time. Adjournment shall be made in accordance with California Government Code Section 54955.

1.4.04. Relationship to Federal and State Laws.

Where federal or state laws are more restrictive than or contradict this Administrative Policy, such laws shall take precedence. Where this Administrative Policy is more restrictive than federal or state laws, this Administrative Policy shall take precedence.

1.4.05. Effective Date.

The effective date of this Administrative Policy shall be July 1, 2026.

City Council Approval: May XX, 2026

ATTACHMENT A, “GLOSSARY”

This Glossary contains definitions of terms and acronyms used in this Administrative Policy. Questions regarding terms and acronyms that are not defined herein should be directed to the City Clerk’s Office.

TWO-WAY AUDIOVISUAL PLATFORM: Has the same meaning as the term is defined in the Ralph M. Brown Act, California Government Code Section 54950, et seq., as amended from time to time or replaced with a successor statute. As of the date this Administrative Policy was adopted, the definition of "two-way audiovisual platform" was set forth in California Government Code Section 54953.4(e)(3).

TWO-WAY TELEPHONIC SERVICE: Has the same meaning as the term is defined in the Ralph M. Brown Act, California Government Code Section 54950, et seq., as amended from time to time or replaced with a successor statute. As of the date this Administrative Policy was adopted, the definition of "two-way telephonic service" was set forth in California Government Code Section 54953.4(e)(4).

Key Code Media, Inc. - California

270 S. Flower Street

Burbank, CA 91502

818-303-3900

www.keycodemedia.com

ITEM 9.1 - Attachment C



FIT ADA Style Lectern

Quote # 246873 Version 1

Prepared for:

City of Laguna Woods

Prepared by:

Adam Hatch

Equipment

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
1	FFADA-32	Marshall Furniture	25"/32"w FIT ADA Style Lectern, 30"d, Standard Melamine, Black Standard Features: Surface Grommets, Passive Ventilation, ADA Wheelchair Accessible Pullout Surface, Soft Close Standard Locking Doors, Internal Adjustable Shelf, Floor Access Opening, 10" x 10" Floor Vent, 6-Outlet Surge Protector, Electric Lift, Locking Carpet Casters.	1	\$8,250.00	\$8,250.00
Material type, finish, and color need to be determined before an order is placed.						
2	BA-001	Marshall Furniture	Height Adjust Lift System Battery Pack	2	\$320.00	\$640.00
3	Etched Medallion Logo	Marshall Furniture	12" Laser Etched Medallion Logo 3/4" thick painted 6 colors	1	\$1,750.00	\$1,750.00
4	MISC ITEM	Marshall Furniture	12" Vinyl Logo wrapped on 3/4" MDF	1	\$550.00	\$550.00
*Current Lead Time is 4-6 weeks. Lead time is current as of date quoted and is based upon receiving all approvals, any necessary equipment for custom fitting and a purchase order.						
Subtotal:						\$11,190.00

10-Year Warranty

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
All Marshall Furniture products are manufactured in the USA and carry a 10-year limited warranty to be free of manufacturing defects in materials and workmanship. Component parts not manufactured by Marshall Furniture, such as electrical lights and bulbs, electrical surge protectors, electrical lifts and furniture hardware carry a warranty by their respective manufacturers.						

Shipping

No.	Part #	Description	Qty	Price	Ext. Price
5	STD FREIGHT	Shipping by Custom Global Logistics Shipping is estimated and the charges are valid for 7 days	1	\$400.00	\$400.00
Subtotal:					\$400.00

Key Code Total Care

30 Day Key Code Total Care Bronze

Thank you for choosing Key Code Media, this quote is covered under a 30-day remote support plan. The equipment is covered under manufacturing warranty and the labor is covered by Key Code Support.

Key Code support hosts its own secure remote access support system. This system is much like a TeamViewer remote access, with the exception that it's hosted by Key Code Media and sits behind our firewall. As part of Change Me and Key Code Media support agreement, we can install this lightweight utility on all purchased computers at the discretion of facility staff. This will allow a support engineer to log in and see what the operator is seeing in real time.

Service Expectations

This support proposal includes the following Service Level agreements:

1. Provide normal business hours support
 - a. Access to M-F 9am EST - 6pm PST support line
 - b. Includes emergency and non-emergency call for:
 - i. Software Issues and Version Upgrades
 - ii. Hardware support for purchased equipment
 - iii. Remote support
 - c. Major Holidays are not included in coverage
 - i. Christmas Day
 - ii. July 4th
 - iii. Thanksgiving +1
 - iv. New Year's Day
 - v. Memorial Day
 - vi. Labor Day
2. Contract Includes Costs for Mileage Associated with support visits
 - a. Does not include for Airfare, Hotel, Rental Car, or Per-Diem
 - b. Does not include Travel Costs associated with other quotes
 - c. All Non-Covered T&E will be invoiced at actual cost

Warranty Terms

The warranty begins upon completion of install and lasts for 30 days.

Support Contract Information

Service Hotline: 818-303-3980

Email Support: Support@keycodemedia.com (Email is monitored from 9a – 6p)

Call Back Response Time

9am – 6pm response time 5 – 30 minutes

KCM Purchase Terms & Conditions

Key Code Media Purchase Terms & Conditions

- 1. Payment Terms:** All terms are subject to credit approval, otherwise, 50% deposit due with order and the remaining balance due COD unless the purchase order was pursuant to loan or lease with approved financing institution (financing documents must accompany this signed contract. Invoices are due per terms based on invoice date. Partial payment is due on partial shipments. A service handling charge of 3% for credit card payments will be added to all credit card orders.
- 2. Service charge and/or Interest:** Any payments deferred after the due date as specified herein shall bear interest and/or service charges at the rate of 1.5% per month (calculated daily) or the maximum rate allowed by law. In addition, Key Code Media shall have all remedies afforded by the Uniform Commercial Code as adopted in the State of for any defaults by client. If any invoice remains unpaid, in full or in part, after the due date Key Code Media, Inc has full discretion in obtaining an attorney or outside agency to recovery any and all outstanding amounts. The Purchaser agrees that he/she/it is fully liable or any and all legal and/or collection fees incurred in the collection of any outstanding amounts owing to Key code Media, Inc.
- 3. Security Interest:** Key Code Media, Inc. shall retain title to all goods until Key Code Media Inc. receives payment in full. The Purchaser hereby grants to Seller a security Interest in all goods shipped to the Purchaser and the proceeds thereof until the Purchaser pays for such goods in full. A copy of this Agreement may be filed by Seller at any time as a financing statement in order to perfect Seller's security interest.
- 4. Representation of Solvency:** The Purchaser hereby represents that he/she/it is solvent and that on each delivery this representation shall be deemed received, unless notice to the contrary is given in writing by the Purchaser to Key Code Media, at or before the delivery of goods.
- 5. Return of Goods:** A restocking fee of up to 30% will be charged on canceled or changed orders. No merchandise may be returned without prior consent. No return will be allowed for any items that were delivered over more than 30 days or any custom made items, used and B stock items, software products and maintenance contract. Credit on returns will be subject to the condition of the returned product upon inspection. In the event client reconfigures, reschedules or cancels an order containing special order items, client shall be subject to charges associated with the purchase of said items. Costs may include the full cost of these items in addition to any and all costs, expenses and/or penalties imposed on Key Code Media by vendors for return of goods. The Purchaser also covers the shipping on the return. Please refer to our RMA Policy for more information.
- 6. Shipping:** Delivery dates are approximate and subject to delay due to events beyond the reasonable control of Key Code Media, Inc. Freight charges will cover for both inbound and outbound and is for estimation purposes only. The actual amount will be provided by the shipping Company after purchaser receives shipment. Key Code Media, Inc will update that information to your invoice. Partial payment is due on partial shipments.
- 7. ALL TRADE IN CREDIT ORDERS:** Any hardware trade-ins or software licenses must be returned within 30 days upon delivery of new upgraded system. If products are not returned within 30 days, client will no longer be entitled to Trade In credit and will be charged the Trade-in credit. Client must be the original owner of the hardware or software or have a valid system transfer approved by the manufacturer.
- 8. Taxes:** Purchaser shall reimburse Key Code Media, Inc. for all taxes, excises, or other charges that Seller may be required to pay to the government upon the sale, production, or transportation of the Goods sold hereunder. A valid Reseller Certificate or Post Production Exemption certificate must be completed in order to receive the full or partial sales tax exemption.
- 9. Warranty:** Key Code Media technical services are not covered under manufacturer's warranties express or implied. No express or implied warranty of any kind is made with respect to the goods. In addition, no liability is assumed by our company for damage and/or injury resulting from use of products supplied by this company.

10. Limitation of Liability: Except to the extent prohibited under applicable law, in no event shall Key Code Media's liability arising out of this Quotation/Purchase exceed the amount shipped by Key Code Media to the Purchaser hereunder. In no event shall Key Code Media be liable for costs of procurement of substitute products or services, lost profits or any consequential, special, incidental, or indirect damages, however caused and on any theory of liability (including negligence or strict liability), arising out of this quotation. The purchaser acknowledges and agrees that the amounts payable hereunder by the Purchaser are based in part upon these limitations, notwithstanding any failure of essential purpose of any limited remedy.

11. No claim or right arising out of a breach of this contract by client can be discharged, in whole or in part, by a waiver or renunciation of any other claim or right by Key Code Media. This contract supersedes all prior proposals, negotiations and all other terms (including terms implied on customer purchase orders). This contract can be modified or rescinded only by a writing signed by both parties.

12. Both parties agree that federal and state courts have jurisdiction and venue and this contract shall be governed by the Uniform Commercial Code (as adopted in) and the substantive and procedural laws of California. The prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled by virtue of this contract and applicable law.

SUBJECT TO STATE AND LOCAL TAXES WHERE APPLICABLE

F.O.B. FACTORY, FREIGHT IS ADDITIONAL

Tariff Adjustment Clause:

In the event of any increase in tariffs, duties, or other governmental charges imposed on the goods after the date of this agreement, Key Code Media has the right to pass these additional costs on to the Buyer. Such increases will be calculated based on the actual additional costs incurred by Key Code Media and will be added to the final invoice or a subsequent invoice. Key Code Media will notify the Buyer of any such adjustments as soon as reasonably possible. By accepting these Terms and Conditions, the Buyer agrees to pay any additional charges resulting from such increases.

Pricing Update from Key Code Media

Due to ongoing market volatility, Key Code Media must temporarily revise pricing on a weekly basis.

Global demand for memory and storage components, along with volatility in tariffs affecting core manufacturer products, is creating rapid and unpredictable price fluctuations across the industry. Many manufacturers are honoring pricing for only one week at a time.

Effective immediately, all Key Code Media quotes are valid for **seven days**. Quotes older than seven days will need to be refreshed to reflect current manufacturer pricing.

We understand this may be an inconvenience and appreciate your flexibility as we navigate these conditions. This policy will be revised once the market stabilizes.

Thank you for your continued partnership.

FIT ADA Style Lectern



Prepared by:

Key Code Media, Inc. - California

Adam Hatch
 949-757-0303
 Fax 818-303-3901
 ahatch@keycodemedia.com

Bill To:

City of Laguna Woods

Chris Macon
 949-639-0525
 cmacon@cityoflagunawoods.org

Ship To:

City of Laguna Woods

24264 El Toro Road
 Laguna Woods, CA 92637
 Chris Macon
 949-639-0525
 cmacon@cityoflagunawoods.org

Quote Information:

Quote #: 246873

Version: 1
 Delivery Date: 05/04/2026
 Expiration Date: 05/20/2026
 Terms: ADVANCE

Quote Summary

Description	Amount
Equipment	\$11,190.00
Subtotal:	\$11,190.00
Shipping:	\$400.00
Estimated Tax:	\$898.22
Total:	\$12,488.22

This Sales Quote ("SO") includes the Terms and Conditions ("T&C") available at <https://www.keycodemedia.com/purchase-terms-conditions/> and <https://www.keycodemedia.com/master-service-agreement/>, which are applicable to all professional service-related purchases. It constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. ("Seller"). This SO, along with the incorporated T&C, becomes binding upon the Buyer listed herein ("Buyer") at the earliest of the following events: (i) Buyer's acknowledgment of this agreement; or (ii) the receipt of any goods and/or services ordered under this agreement. Please note that no Buyer acknowledgment form, purchase order, or any other document can modify the terms outlined in the SO or the T&C.

Key Code Media, Inc. - California

City of Laguna Woods

Signature: _____



Name: Adam Hatch

Title: Account Manager

Date: 05/04/2026

Signature: _____

Name: Chris Macon

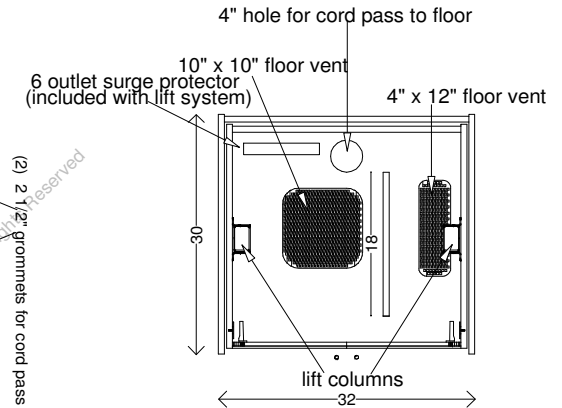
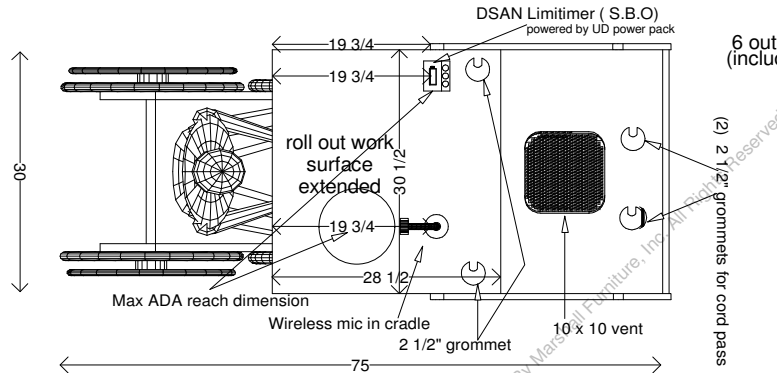
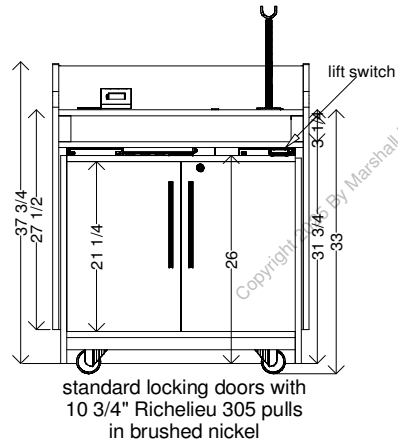
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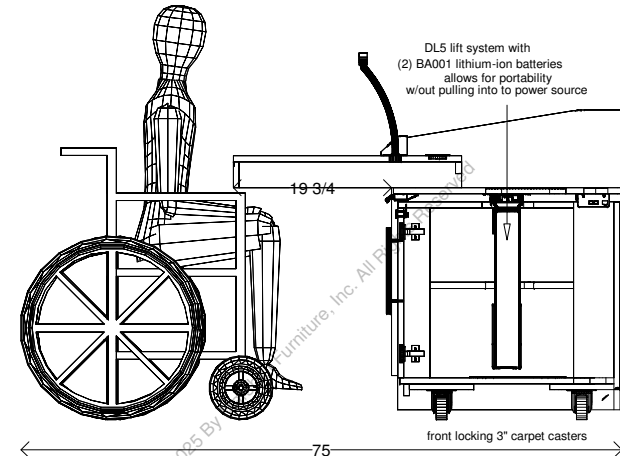
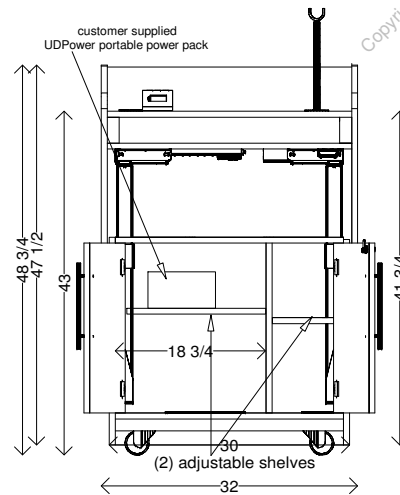
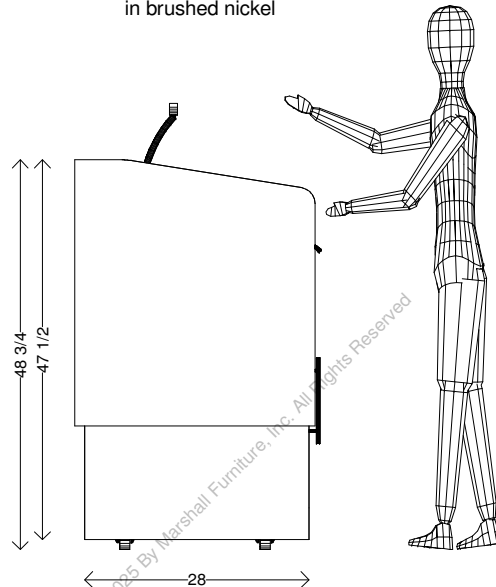
Project Name: City of Laguna Woods

Model: FFADA-32 / specifications subject to change without notice

Lift Range Set to 10"



Through Plan View



Check appropriate box.

☐ Ok for production	Signature	Date
☐ Ok for production with changes marked, do not resubmit		
☐ Resubmit drawings with changes marked.		

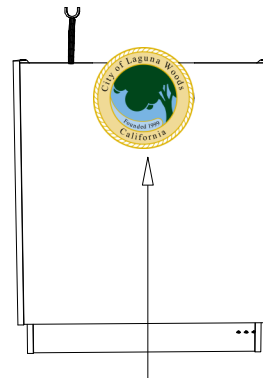
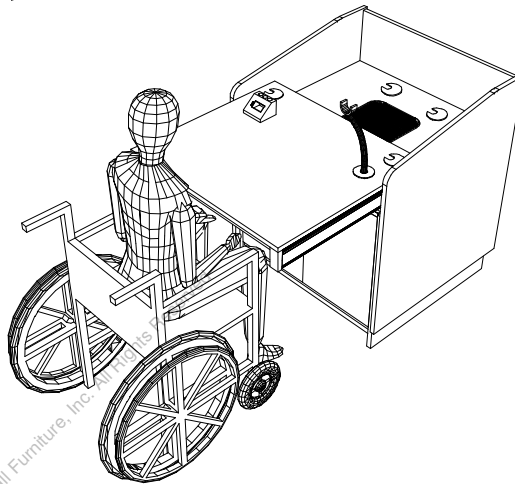
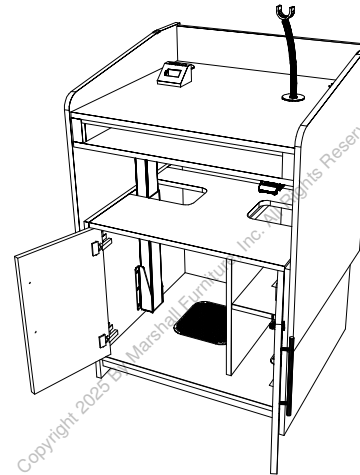
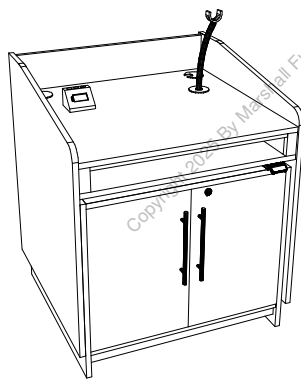


Drawings Done By Marshall Furniture, Inc.

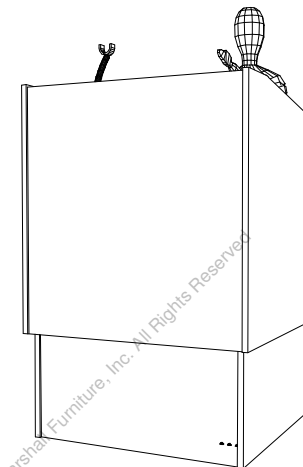
Project Name: City of Laguna Woods

Model: FFADA-32 / specifications subject to change without notice

Lift Range Set to 10"



Logo :12" Etched medallion or Vinyl medallion TBD.
removable via J-hook



Check appropriate box.

☐	Ok for production	Signature	Date
☐	Ok for production with changes marked, do not resubmit		
☐	Resubmit drawings with changes marked.		



9.2 AUDIT COMMITTEE

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: May 20, 2026 City Council Meeting

SUBJECT: Audit Committee

Recommendation

1. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY 1.5 PERTAINING TO THE ESTABLISHMENT AND OPERATION OF AN AUDIT COMMITTEE OF THE CITY COUNCIL

AND

2. Appoint three members of the City Council to serve on the Audit Committee from May 20, 2026 through December 31, 2026.

AND

3. Designate members of the Audit Committee to serve as the Chair and Vice Chair of the Audit Committee from May 20, 2026 through December 31, 2026.

Background

For many years, the City Council's practice has been to annually appoint an ad hoc audit committee consisting of two of its members to work with the City's independent auditors on matters regarding each fiscal year's audit. The ad hoc audit committees have typically met twice, once after the auditor's interim field work and, again, after the auditor's final field work, before the final audit reports are presented to the City Council.

In recent years, when the City has solicited competitive proposals from firms interested in providing annual audit services, the City Council has appointed an ad hoc auditor selection

committee to work with staff on the development of such solicitation and the screening of interested firms. The ad hoc auditor selection committees have made recommendations to the City Council regarding which firm to award a contract to.

Ad hoc committees, which are temporary and serve a limited purpose, are not subject to the Ralph M. Brown Act (California Government Code Section 54950-54963).

The Government Finance Officers Association of the United States and Canada (“GFOA”) is a major professional association for appointed and elected local, state, and provincial-level government officials and other finance practitioners. Among the resources GFOA provides is a best practices document for audit committees (Attachment B).

Discussion

Today’s meeting is an opportunity for City Council action and public input on the proposed establishment and operation of an audit committee of the City Council, including the appointment of members and the designation of a chair and vice chair. Staff recommends that the City Council take the recommended actions to enhance transparency and better align audit committee functions with GFOA’s best practices.

Highlights of the Proposed Audit Committee

- The Audit Committee would be a standing committee of the City Council and, thus, subject to the open meeting requirements of the Ralph M. Brown Act. *[The previous ad hoc audit and auditor selection committees were not subject to the Ralph M. Brown Act.]*
- The Audit Committee would be comprised of three members of the City Council, as recommended by GFOA’s best practices. *[The previous ad hoc audit and auditor selection committees were comprised of only two members of the City Council.]*
 - GFOA’s best practices state that “all members of the audit committee should be members of the governing body.” Making the Audit Committee a standing committee of the City Council would ensure that deliberations are open to the public, except for “closed session” topics set forth in the Ralph M. Brown Act.
- After an initial, shorter establishment term, members of the Audit Committee would serve two-year terms. *[The previous ad hoc audit and auditor selection committees were generally appointed for periods of less than one year.]*
- The Audit Committee’s responsibilities would include providing independent review and oversight of the City’s financial reporting processes, internal controls, and independent auditors including, but not limited to, ensuring that the City’s senior management properly develops and adheres to a sound system of internal controls, that procedures are in place to objectively assess the practices of the City’s senior

management, and that independent auditors, through their own review, objectively assess the City's financial reporting practices. The specific responsibilities are set forth in Section 1.5.04 of the proposed administrative policy (Exhibit A to Attachment A) and are broadly consistent with GFOA's best practices. *[The previous ad hoc audit and auditor selection committees' responsibilities applied only to annual financial audits.]*

- To further enhance transparency, the Audit Committee would receive reports of independent audits of the City conducted by other governmental agencies (e.g., the Orange County Transportation Authority periodically audits Measure M2 and Senior Mobility funds, and the South Coast Air Quality Management District periodically audits the Mobile Source Reduction Fund). *[The previous ad hoc audit and auditor selection committees' responsibilities applied only to annual financial audits.]*
- The Audit Committee would meet at least three times per year on the second Wednesdays of February, June, and November at 2 p.m. *[The previous ad hoc audit and auditor selection committees' met less frequently.]*

Fiscal Impact

Sufficient funds to support an audit committee are included in the City's budget.

Report Prepared With: Liz Torres, Administrative Services Director/City Treasurer

Attachments: A – Proposed Resolution
 Exhibit A – Proposed Administrative Policy 1.5
 B – GFOA's Best Practices for Audit Committee

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY 1.5 PERTAINING TO THE ESTABLISHMENT AND OPERATION OF AN AUDIT COMMITTEE OF THE CITY COUNCIL

WHEREAS, the City Council wishes to establish a practical means for the City Council to provide independent review and oversight of the City's financial reporting processes, internal controls, and independent auditors; and

WHEREAS, the City Council also wishes to ensure that the City of Laguna Woods' senior management properly develops and adheres to a sound system of internal controls, that procedures are in place to objectively assess the practices of the City's senior management, and that independent auditors, through their own review, objectively assess the City's financial reporting practices.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The administrative policy attached hereto as Exhibit A is adopted and is a statement of the City's Audit Committee policy. The administrative policy attached hereto as Exhibit A replaces and supersedes all previous versions of Administrative Policy 1.5.

SECTION 3. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

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

ANNIE MCCARY, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 26-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2026, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk



City of Laguna Woods

ADMINISTRATIVE POLICY 1.5

AUDIT COMMITTEE

1.5.01. Statement of Purpose.

This Administrative Policy is intended to establish a practical means for the City Council to provide independent review and oversight of the City of Laguna Woods' financial reporting processes, internal controls, and independent auditors.

This Administrative Policy is additionally intended to ensure that the City of Laguna Woods' senior management properly develops and adheres to a sound system of internal controls, that procedures are in place to objectively assess the practices of the City of Laguna Woods' senior management, and that independent auditors, through their own review, objectively assess the City of Laguna Woods' financial reporting practices.

1.5.02. Establishment.

An Audit Committee is established as a standing committee of the City Council.

1.5.03. Membership.

The City Council shall appoint three of its members to serve on the Audit Committee for terms two calendar years in length, commencing on January 1 of each odd-numbered year. In making such appointments, the City Council shall designate one appointee to serve as the Chair of the Audit Committee and another to serve as Vice Chair.

The City Council may remove or replace any member of the Audit Committee, or modify Chair or Vice Chair designations, with or without cause, following a publicly noticed vote of a majority of the quorum of the members of the City Council present at the time.

1.5.04. Responsibilities.

The Audit Committee shall be responsible for the following:

1. Making recommendations to the City Council regarding the selection, compensation, retention, and oversight of the work of any independent accountants engaged by the

ITEM 9.2 – Exhibit A to Attachment A

City of Laguna Woods for the purpose of preparing or issuing an independent audit report or performing other independent audit, review, or attest services. This includes, but is not limited to, preparing requests for proposals and screening and interviewing such prospective independent accountants.

2. Managing agreements entered into by the City of Laguna Woods with any independent accountants engaged for the purpose of preparing or issuing an independent audit report or performing other independent audit, review, or attest services.
3. Establishing procedures for the receipt, retention, and treatment of complaints from internal or external parties regarding the City of Laguna Woods' accounting, internal accounting controls, or auditing matters. Such procedures shall, at a minimum, provide for confidential and anonymous submission of concerns by City of Laguna Woods employees regarding questionable accounting or auditing matters.
4. Monitoring internal controls performed directly by the City Manager or department heads (hereinafter, "senior management"), as well as internal controls designed to prevent or detect senior-management override of other internal controls.
5. Receiving reports of independent audits of the City of Laguna Woods conducted by other governmental agencies (e.g., the Orange County Transportation Authority periodically audits Measure M2 and Senior Mobility funds, and the South Coast Air Quality Management District periodically audits the Mobile Source Reduction Fund).
6. Notifying the City Council when the Audit Committee believes it is necessary to retain outside financial experts, legal counsel, or other appropriate specialists to support the Audit Committee's work. This provision shall not be interpreted as limiting the Audit Committee's ability to consult with or receive services from the City Attorney's Office.
7. Annually reviewing the adequacy of this Administrative Policy and, if modifications are identified as necessary or advantageous, making recommendations regarding the same to the City Council.
8. Receiving an biennial presentation from the City Attorney's Office regarding the role of the Audit Committee and the responsibilities of members thereof.
9. Annually preparing and submitting a written report to the City Council and members of the public describing how the Audit Committee has discharged its duties and met its responsibilities. Each annual report, which may take the form of a letter, shall state whether the Audit Committee has discussed the financial statements included in the Annual Comprehensive Financial Report with the independent auditors and senior management, and believes that such financial statements are fairly presented, to the extent such a determination can be made solely on the basis of such conversations. This Administrative Policy shall be included as an appendix to each annual report.

ITEM 9.2 – Exhibit A to Attachment A

Members of the Audit Committee are hereby advised to exercise an appropriate degree of professional skepticism in the performance of their responsibilities.

1.5.05. Meetings.

The Audit Committee shall meet regularly on the second Wednesdays of February, June, and November at 2 p.m. Additional meetings including, but not limited to, special meetings, may be called by the Chair or all members of the Audit Committee.

The Audit Committee shall be subject to all applicable provisions of the Ralph M. Brown Act (California Government Code Section 54950-54963).

1.5.06. Staff Support.

The City Manager and/or their designee shall provide clerical, analytical, professional, and technical support to the Audit Committee, but shall not be members thereof.

1.5.07. Administrative Policy Dissemination.

All members of the Audit Committee shall be provided with and acknowledge receipt of a copy of this Administrative Policy when this Administrative Policy is adopted or amended, as part of their appointment to the Audit Committee, and in conjunction with each biennial City Attorney's Office presentation pursuant to Section 1.5.04 of this Administrative Policy.

This Administrative Policy shall be posted on the City of Laguna Woods' website.

1.5.08. Relationship to Federal and State Laws.

Where federal or state laws are more restrictive than or contradict this Administrative Policy, such laws shall take precedence. Where this Administrative Policy is more restrictive than federal or state laws, this Administrative Policy shall take precedence.

City Council Approval: May XX, 2026

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ACCOUNTING AND FINANCIAL REPORTING

Audit Committees

Establish audit committees, made up of appropriate audit committee members, that are responsible for review, oversight, establishing procedures, and providing a written report.

Three main groups are responsible for the quality of financial reporting: the governing body,[1] financial management, and the independent auditors. Of these three, the governing body must be seen as first among equals because of its unique position as the ultimate monitor of the financial reporting process.[2] An audit committee is a practical means for a governing body to provide much needed independent review and oversight of the government's financial reporting processes, internal controls, and independent auditors. An audit committee also provides a forum separate from management in which auditors and other interested parties can candidly discuss concerns. By effectively carrying out its functions and responsibilities, an audit committee helps to ensure that management properly develops and adheres to a sound system of internal controls, that procedures are in place to objectively assess management's practices, and that the independent auditors, through their own review, objectively assess the government's financial reporting practices.[3]

GFOA makes the following recommendations regarding the establishment of audit committees by state and local governments:

- The governing body[4] of every state and local government should establish an audit committee or its equivalent;

The audit committee should be formally established by charter, enabling resolution, or other appropriate legal means and made directly responsible[5] for the appointment, compensation,

retention, and oversight of the work of any independent accountants engaged for the purpose of preparing or issuing an independent audit report or performing other independent audit, review, or attest services.[6] Likewise, the audit committee should be established in such a manner that all accountants thus engaged report directly to the audit committee. The written documentation establishing the audit committee should prescribe the scope of the committee's responsibilities, as well as its structure, processes, and membership requirements. The audit committee should itself periodically review such documentation, no less than once every five years, to assess its continued adequacy;[7]

- Ideally, all members of the audit committee should possess or obtain a basic understanding of governmental financial reporting and auditing.[8] The audit committee also should have access to the services of at least one financial expert, either a committee member or an outside party engaged by the committee for this purpose. Such a financial expert should through both education and experience, and in a manner specifically relevant to the government sector, possess 1) an understanding of generally accepted accounting principles and financial statements; 2) experience in preparing or auditing financial statements of comparable entities; 3) experience in applying such principles in connection with the accounting for estimates, accruals, and reserves; 4) experience with internal accounting controls; and 5) an understanding of audit committee functions;[9]
- All members of the audit committee should be members of the governing body. To ensure the committee's independence and effectiveness, no governing body member who exercises managerial responsibilities that fall within the scope of the audit should serve as a member of the audit committee;
- An audit committee should have sufficient members for meaningful discussion and deliberation, but not so many as to impede its efficient operation. As a general rule, the minimum membership of the committee should be no fewer than three;[10]
- Members of the audit committee should be educated regarding both the role of the audit committee and their personal responsibility as members, including their duty to exercise an appropriate degree of professional skepticism;
- It is the responsibility of the audit committee to provide independent review and oversight of a government's financial reporting processes, internal controls and independent auditors;[11]
- The audit committee should have access to the reports of internal auditors, as well as access to annual internal audit work plans;

- The audit committee should present annually to the full governing body a written report of how it has discharged its duties and met its responsibilities. It is further recommended that this report be made public and be accompanied by the audit committee's charter or other establishing documentation;
- The audit committee should establish procedures for the receipt, retention, and treatment of complaints regarding accounting, internal accounting controls, or auditing matters. Such procedures should specifically provide for the confidential, anonymous submission by employees of the government of concerns regarding questionable accounting or auditing matters.[12] The audit committee also should monitor controls performed directly by senior management, as well as controls designed to prevent or detect senior-management override of other controls[13];
- The audit committee should be adequately funded and should be authorized to engage the services of financial experts, legal counsel, and other appropriate specialists, as necessary to fulfill its responsibilities[14]; and
- In its report to the governing body, the audit committee should specifically state that it has discussed the financial statements with management, with the independent auditors in private, [15] and privately among committee members,[16] and believes that they are fairly presented, to the extent such a determination can be made solely on the basis of such conversations.

Notes:

1. For the purposes of this recommended practice, the term "governing body" should be understood to include any elected officials (e.g., county auditor, city controller) with legal responsibility for overseeing financial reporting, internal control, and auditing, provided they do not exercise managerial responsibilities within the scope of the audit. The term governing body also is intended to encompass appointed bodies such as pension boards.
2. *Report and Recommendations of the Blue Ribbon Committee on Improving the Effectiveness of Corporate Audit Committees*, Overview and Recommendations.
3. Securities and Exchange Commission (SEC) Regulation 33-8220, Background and Overview of the New Rule and Amendments.

For the purposes of this recommended practice, the term "governing body" should be understood to include any other elected officials (e.g., county auditor, city controller) with legal

responsibility for overseeing financial reporting, internal control, and auditing, provided they do not exercise managerial responsibilities within the scope of the audit. The term "governing body" also is intended to encompass appointed bodies such as pension boards.

5. Nothing in this recommended practice should be interpreted so as to limit the full governing body from exercising ultimate authority.
6. Sarbanes Oxley Act, Section 301.
7. *Report and Recommendations of the Blue Ribbon Committee on Improving the Effectiveness of Corporate Audit Committees*, Recommendation 4.
8. *Report and Recommendations of the Blue Ribbon Committee on Improving the Effectiveness of Corporate Audit Committees*, Recommendation 3. Continuity typically is a positive factor in achieving this goal, a fact that should be kept in mind when considering the appropriate length of service for audit committee members.
9. Sarbanes-Oxley Act, Section 407.
10. In certain limited instances, as noted later, the audit committee will need to meet privately to achieve its goals. If the audit committee constitutes a majority of the governing body, such private meetings may be hampered by sunshine laws and similar open meetings legislation.
11. SEC Regulation 330-8220, Background and Overview.
12. Sarbanes Oxley Act, Section 301.
13. *Internal Control Integrated Framework: Guidance on Monitoring Internal Control Systems* (Discussion Document of the Committee of Sponsoring Organizations COSO, 2007), page 10.
14. Nothing in this recommended practice should be interpreted so as to limit the full governing body from exercising ultimate authority.
15. It is important that the audit committee be able to meet privately with the independent auditors, as needed, to ensure a full and candid discussion. Governments are urged to amend sunshine laws and similar open meetings legislation to permit such encounters in these limited circumstances.
16. It is important that audit committee members be able to meet privately among themselves, as needed, to ensure a full and candid discussion. Governments are urged to amend sunshine laws and similar open meetings legislation to permit such an encounter in these limited circumstances.

Board approval date: Friday, October 17, 2008

Additional Resources

**2025 Annual Governmental GAAP
Update Encore**

**2025 Annual Governmental
GAAP Update**

Accounting Academy

GFOA's Best Practices Forum

9.3
ROAD REPAIR AND ACCOUNTABILITY ACT OF
2017 PROJECT LIST

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City of Laguna Woods

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Christopher Macon, City Manager

FOR: May 20, 2026 City Council Meeting

SUBJECT: Road Repair and Accountability Act of 2017 Project List

Recommendation

Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A LIST OF FISCAL YEAR 2026-27 PROJECTS PROPOSED TO RECEIVE FUNDING FROM THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017'S LOCAL STREETS AND ROADS FUNDING PROGRAM (ROAD MAINTENANCE AND REHABILITATION ACCOUNT), AS REQUIRED BY CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 2034(A)(1), AND MAKING RELATED AFFIRMATIONS AND AUTHORIZATIONS

Summary

Consistent with the Fiscal Years 2025-36 Capital Improvement Program, the proposed resolution (Attachment A) identifies the "Circulation Improvement Project – Fiscal Year 2026-27" and the "Pavement Management Plan Project (Westbound El Toro Road between Moulton Parkway and Town Centre, Northbound and Southbound Moulton Parkway between El Toro Road and Via Campo Verde)" as the Fiscal Year 2026-27 projects proposed to receive funding from the Road Repair and Accountability Act of 2017's Local Streets and Roads Funding Program (Road Maintenance and Rehabilitation Account). California Streets and Highways Code Section 2034(A)(1) requires the City Council to identify the projects to receive such funding on an annual basis.

If the recommended action is taken at today's meeting, staff would submit the adopted resolution and other required information to the California Transportation Commission prior to the July 1, 2026 deadline.

Report Prepared With: April Baumgarten, Public Works Administrator

Attachment: A – Proposed Resolution
Exhibit A – Proposed Project List

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A LIST OF FISCAL YEAR 2026-27 PROJECTS PROPOSED TO RECEIVE FUNDING FROM THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017'S LOCAL STREETS AND ROADS FUNDING PROGRAM (ROAD MAINTENANCE AND REHABILITATION ACCOUNT), AS REQUIRED BY CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 2034(A)(1), AND MAKING RELATED AFFIRMATIONS AND AUTHORIZATIONS

WHEREAS, California Streets and Highways Code Section 2034(a)(1) requires cities to adopt by resolution a list of projects proposed to receive funding from the Road Repair and Accountability Act of 2017's Local Streets and Roads Funding Program (Road Maintenance and Rehabilitation Account) ("Project List") prior to receiving an apportionment of such funds for each fiscal year; and

WHEREAS, California Streets and Highways Code Section 2034(a)(1) requires each Project List to include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, California Streets and Highways Code Section 2034(a)(1) specifies that Project Lists shall not limit a city's flexibility to fund projects in accordance with local needs and priorities, so long as the projects are consistent with California Streets and Highways Code Section 2030(b); and

WHEREAS, the Fiscal Years 2025-36 Capital Improvement Program identifies the "Circulation Improvement Project – Fiscal Year 2026-27" and the "Pavement Management Plan Project (Westbound El Toro Road between Moulton Parkway and Town Centre, Northbound and Southbound Moulton Parkway between El Toro Road and Via Campo Verde)" as the Fiscal Year 2026-27 projects proposed to receive funding from the Road Repair and Accountability Act of 2017's Local Streets and Roads Funding Program (Road Maintenance and Rehabilitation Account).

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The Project List attached hereto as Exhibit A is hereby adopted for Fiscal Year 2026-27.

SECTION 3. The City Council affirms the City's commitment that the

apportionments received from the Road Repair and Accountability Act of 2017's Local Streets and Roads Funding Program (Road Maintenance and Rehabilitation Account) will be used and reported on as required by statute and the California Transportation Commission's adopted program guidelines.

SECTION 4. The City Manager is hereby authorized to submit the adopted Project List and any additional information necessary to receive funding from the Road Repair and Accountability Act of 2017's Local Streets and Roads Funding Program (Road Maintenance and Rehabilitation Account) to the State of California, California Transportation Commission, and such other parties as may be necessary.

SECTION 5. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

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

ANNIE MCCARY, Mayor

Date Signed: _____

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

Date Signed: _____

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 26-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2026, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

Date Signed: _____

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EXHIBIT A

Road Repair and Accountability Act of 2017
Local Streets and Roads Funding Program
Project List

General Information for Project List Submittal:

- Agency Name: City of Laguna Woods
- Fiscal Year: 2026-27

The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

Project #1

- Project Title: Pavement Management Plan Project (Westbound El Toro Road between Moulton Parkway and Town Centre, Northbound and Southbound Moulton Parkway between El Toro Road and Via Campo Verde)
- Estimated Amount of Road Repair and Accountability Act of 2017 Funds: \$590,000

Specific Proposed Project Information Description:

- Project Description: This project involves the rehabilitation of approximately 2,890 linear feet of deteriorated pavement, including asphalt concrete pavement cold milling and repaving. The work may also include the adjustment of utility covers and valves to grade; re-establishment of survey monuments, painted striping, and pavement markings; relocation of vehicle stop lines back from crosswalks; reconstruction of curbs, gutters, and sidewalks; installation of green-colored pavement in bikeways; and, replacement of traffic signal backplates, visors, and illuminated street name signs.

Location:

- Westbound El Toro Road between Moulton Parkway and Town Centre, and Northbound and Southbound Moulton Parkway between El Toro Road and Via Campo Verde, in Laguna Woods, CA 92637; and
- The intersections of El Toro Road/Calle Sonora, Moulton Parkway/Calle Cortez, Moulton Parkway/Calle Aragon, El Toro Road/Moulton Parkway, and Moulton Parkway/Via Iglesia, in Laguna Woods, CA 92637

Legislative Districts:

- Congressional District: 40

ITEM 9.3 – Exhibit A to Attachment A

- State Senate District: 37
- State Assembly District: 72

Proposed Schedule for Completion:

- Month and year that pre-construction is anticipated to be complete: 11/2026
- Month and year that construction is anticipated to be complete: 6/2027

Estimated Useful Life:

- Minimum: 15 years
- Maximum: 15 years

Current Pavement Management Plan Information:

- City Council Adoption: April 15, 2026
- Average Network Pavement Condition Index (PCI): 81.9
- Measurement Date: October 22, 2025

Project #2

- Project Title: Circulation Improvement Project – Fiscal Year 2026-27
- Estimated Amount of Road Repair and Accountability Act of 2017 Funds: \$135,209

Specific Proposed Project Information Description:

- Project Description: This project involves the addition of one safety light over a pedestrian crosswalk and the replacement of various traffic signal components (backplates, visors, and illuminated street name signs).

Location:

- The intersections of Moulton Parkway/Santa Maria Avenue, Moulton Parkway/Laguna Woods Village Gates 12 & 16, and Moulton Parkway/Via Campo Verde, in Laguna Woods, CA 92637

Legislative Districts:

- Congressional District: 40
- State Senate District: 37
- State Assembly District: 72

Proposed Schedule for Completion:

- Month and year that pre-construction is anticipated to be complete: 11/2026

ITEM 9.3 – Exhibit A to Attachment A

- Month and year that construction is anticipated to be complete: 6/2027

Estimated Useful Life:

- Minimum: 15 years
- Maximum: 15 years