



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, January 10, 2023 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

Don Caskey, Council Member

Joshua Sweeney, Council Member

Erica Pezold, Council Member

Dave Wheeler, Council Member

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, CA 92653

Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink “Request to Speak” form available on the table at the back of the Chamber. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council/Planning Agency. Completion of the form is voluntary. All persons may attend the meeting regardless of whether this form is completed.

Members of the public wishing to address the City Council can do so during the Public Comments portion of the Agenda with a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

Submission of Electronic Public Comments: While you may attend this meeting in person, those wishing to make electronic public comments may submit their comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on January 10, 2023. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. If you wish to submit a public comment on more than one agenda item, please send a separate email for each item you are commenting on. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council in advance to allow time for the Council Members to read them.

Announcement of Electronic Public Comments: During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all email comments received by 5:00 p.m. on January 10, 2023. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted. The email comments, including your name, will become part of the record of the City Council meeting and will be public information.

GENERAL BUSINESS - CONVENING AT 7:00 PM**CALL TO ORDER**

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

INVOCATION: Bishop Don Sedgwick of Laguna Hills Ward of the Church of Jesus Christ of Latter-day Saints

PLEDGE OF ALLEGIANCE: Council Member Caskey

ROLL CALL OF CITY COUNCIL MEMBERS**CITY COUNCIL REORGANIZATION****Election of Mayor Pro Tempore**

Recommendation: That the City Council nominate and elect a Mayor Pro Tempore to serve until December 12, 2023.

RECESS AND RECONVENE**1. PRESENTATIONS AND PROCLAMATIONS****1.1 Laguna Hills High School Student Liaison Report**

Recommendation: That the City Council receive an oral report from Laguna Hills High School 2022 Fall Student Liaison Kia Arfania.

2. SCHEDULE OF FUTURE EVENTS**2.1 Schedule of Future Events**

Recommendation: That the City Clerk announce the upcoming meetings and events.

3. PUBLIC COMMENTS

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

4. CONSENT CALENDAR

All matters listed under “CONSENT CALENDAR” are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or Staff request specific items be removed from the Consent Calendar.

4.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4.2 Approval of Minutes for December 13, 2022, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the December 13, 2022, Regular Meeting.

4.3 Ratification of January 10, 2023, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from December 2, 2022, to December 29, 2022, in the amount of \$1,252,028.28.

4.4 Treasurer's Investment Report for October 2022

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of October 2022.

4.5 Retirement Plan Consulting Services Agreement with Shuster Advisory Group, LLC, for Defined Contribution Plan Consulting and Investment Fiduciary Services

Recommendation: That the City Council:

- 1) Approve and authorize the City Manager to execute a Retirement Plan Services Agreement with Shuster Advisory Group, LLC for defined contribution plan consulting and investment fiduciary services (Attachment 1);
- 2) Approve the consolidation of the 457(b), 401(a), Retirement Health Savings (RHS) and Part-Time, Temporary and Seasonal (PTS) record keeping services to a single provider, MissionSquare;

3) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California Authorizing the Transition of the City's Defined Contribution Plan for Eligible Employees from Public Agency Retirement to the ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust."

4) Authorize the City Manager to execute the necessary service provider agreements related to the administration of the defined contribution plans; and

5) Appoint the City Manager as the contract administrator for the City's 457(b), 401(a), Retirement Health Savings (RHS) and Part-Time, Temporary and Seasonal (PTS) defined contribution plans.

4.6 Amendment to Fiscal Year 2022-2023 Operating Budget for Security Patrol Services

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Amending the Fiscal Year 2022-2023 Budget by Increasing the Public Safety Department Operating Budget for Private Security Patrol."

4.7 Budget Amendment for Sidewalk Repairs, CIP No. 106

Recommendation: That the City Council: 1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Amending the Fiscal Years 2021-2022 & 2022-2023 Biennial Budget to Allocate Funds to Sidewalk Repairs, Capital Improvement Project (CIP) No. 106;" and 2) Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - "Existing Facilities"

4.8 Newport Bay Watershed TMDL Programs Funding Agreement

Recommendation: That the City Council: 1) Approve the "Cooperative Agreement to Fund Total Maximum Daily Load Programs and Related Activities in the Newport Bay Watershed;" 2) Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(3), 15378(a) and (b)(2),(4), and 15252; and 3) Authorize the Mayor to execute the Cooperative Agreement.

4.9 Countywide Signal Synchronization Baseline Project Cooperative Agreement

Recommendation: That the City Council: 1) Approve the “Countywide Signal Synchronization Baseline Project Cooperative Agreement” with minor edits as may be required by the City Attorney; 2) Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301(c), and; 3) Authorize the City Manager to execute the Agreement.

4.10 Fiscal Year 2021-2022 Development Impact Fees Annual Report

Recommendation: That the City Council approve the Fiscal Year 2021-2022 Development Impact Fees Annual Report pursuant to California Government Code Section 66006.

ITEMS REMOVED FROM THE CONSENT CALENDAR**5. PLANNING AGENCY****6. CITY COUNCIL PUBLIC HEARINGS****7. ADMINISTRATIVE REPORTS****7.1. City Manager****7.2. City Clerk****7.2.1 City Council Representatives to Other Committees/Agencies**

Recommendation: That the City Council take the following actions:

1) Review the City of Laguna Hills City Council Representatives to Other Committees/Agencies List, provide directions to staff regarding any necessary changes for appointments to the list, and by motion, approve the City Council Representatives to Other Committees/Agencies List, as revised by the City Council; and

2) Adopt a Resolution entitled: “A Resolution of the City Council of the City of Laguna Hills, California designating and appointing its Representative to the Orange County Fire Authority’s Board of Directors; “ and

3) Approve and direct the City Clerk to prepare and post an updated FPPC Disclosure Form 806 to reflect all paid city representative appointments to outside agency boards, committees, and/or commissions in accordance with state law.

7.3. Chief of Police Services**7.3.1 Laguna Hills Polices Services Public Safety Quarterly Report**

Recommendation: That the City Council receive and file the Laguna Hills Police Services Public Safety Quarterly Report for the Third Quarter 2022.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**8.1. Council Member Wheeler****8.1.1 RHNA Building Ordinance**

Recommendation: Council Member Wheeler recommends that the City Council direct staff and legal to prepare a city ordinance with the guidelines presented in the RHNA Building Ordinance presentation and that a preliminary draft be presented at the next Council meeting in January.

9. CITY COUNCIL MEMBER COMMITTEE REPORTS**9.1. Committee Assignment Reports**

Recommendation: That the City Council receive oral reports on the following City Council Committee Assignments:

1. San Joaquin Hills Transportation Corridor Agency Board of Directors
(Mayor Heft)
November 17, 2022 Annual Workshop.
2. OC Mosquito and Vector Control District Board of Trustees
(Council Member Pezold)
December 15, 2022 Meeting.

10. CITY COUNCIL MEMBER COMMENTS**ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be January 24, 2023, at 7:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, JENNIFER LEE, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by January 6, 2023, at 5:00 p.m.



Jennifer Lee, City Clerk

January 6, 2023

Date

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 10, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
 City Clerk
ISSUE: Schedule of Future Events

RECOMMENDATION: That the City Clerk announce the upcoming meetings and events.

SUMMARY:

Laguna Hills Chamber of Commerce 2nd Annual Awards Gala & Masquerade Ball
 Friday, January 13, 6:00p.m., The Hills Hotel

City Council/Planning Agency Regular Meeting
 Tuesday, January 24, 7:00p.m., Laguna Hills Civic Center Council Chamber

Parks and Recreation Commission Meeting
 Wednesday, February 1, 7:00 pm., Laguna Hills Civic Center Council Chamber

Events, Communication, and Beautification Committee Meeting
 Wednesday, February 8, 3:00 pm., City Hall Admin. Conference Room

City Council/Planning Agency Regular Meeting
 Tuesday, February 14, 7:00p.m., Laguna Hills Civic Center Council Chamber

Daddy Daughter Dinner Dance (pre-registration is required)
 Friday, February 17, 6:30 p.m. – 8:30 p.m., Laguna Hills Community Center



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 10, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Approval of Minutes for December 13, 2022, Regular Meeting

RECOMMENDATION: That the City Council approve the City Council Minutes for the December 13, 2022, Regular Meeting.

ATTACHMENTS:

- December 13, 2022 CC Regular Meeting Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY**

**REGULAR MEETING
MINUTES
Tuesday, December 13, 2022**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:01 p.m. by Mayor Wheeler.

INVOCATION: Chaplain Jim Davis of Orange County Sheriff's Department

PLEDGE OF ALLEGIANCE: Council Member Sedgwick

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Dave Wheeler	Mayor	Present	
Janine Heft	Mayor Pro Tempore	Present	
Don Caskey	Council Member	Present	
Erica Pezold	Council Member	Present	
Don Sedgwick	Council Member	Present	

CITY COUNCIL REORGANIZATION

Certification of the General Municipal Election Held on November 8, 2022

Recommendation: That the City Council: 1) Receive and file the Certificate of Results for the General Municipal Election held on Tuesday, November 8, 2022; and 2) Adopt Resolution No. 2022-12-13-1: "A Resolution of the City Council of the City of Laguna Hills, California, reciting the fact of the General Municipal Election held on Tuesday, November 8, 2022, declaring the results and such other matters as provided by law."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Caskey, Council Member
SECONDER:	Don Sedgwick, Council Member
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member

Recognition of Outgoing Council Member

Recommendation: That the City Council adopt Resolution No. 2022-12-13-2: "A Resolution of the City Council of the City of Laguna Hills, California, recognizing the service of Council Member Don Sedgwick" and that the City Council present a Resolution of Commendation and City Tile to Don Sedgwick.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Erica Pezold, Council Member
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member

Remarks of Council Members Regarding Council Member Sedgwick's service to the City.

The City Council provided remarks regarding Council Member Sedgwick's service to the City.

Remarks of Outgoing Council Member

The City Council received remarks from outgoing Council Member Sedgwick.

RECESS AND RECONVENE

Mayor Wheeler recessed the meeting at 7:20 p.m. and reconvened the meeting at 7:50 p.m.

CITY COUNCIL REORGANIZATION (continued)

Adam Tayabas, a representative from Supervisor Katrina Foley's office presented the newly elected Council Members with Certificates of Recognition.

Oaths of Office for New Council Members

Susie Caskey administered the ceremonial Oath of Office to Council Member Don Caskey.

City Manager Hildenbrand administered the ceremonial Oath of Office to Mayor Dave Wheeler.

Eric Pezold administered the ceremonial Oath of Office to Council Member Erica Pezold.

Dr. Tatyana Ellison administered the ceremonial Oath of Office to Council Member Joshua Sweeney.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Dave Wheeler	Mayor	Present	
Janine Heft	Mayor Pro Tempore	Present	
Don Caskey	Council Member	Present	
Erica Pezold	Council Member	Present	
Joshua Sweeney	Council Member	Present	

Remarks of Outgoing Mayor

The City Council received remarks from outgoing Mayor Wheeler.

Election of Mayor

Council Member Pezold nominated Mayor Pro Tempore Heft to serve as Mayor.

The City Council elected Janine Heft to serve as Mayor until December 12, 2023.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Joshua Sweeney, Council Member

Recognition of Outgoing Mayor and Resolution of Commendation, David Wheeler, Mayor

Recommendation: That the City Council adopt Resolution No. 2022-12-13-3: "A Resolution of the City Council of the City of Laguna Hills, California, commending David Wheeler as Mayor" and that the City Council present the Resolution and a plaque to David Wheeler recognizing his service to the City.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Council Member
SECONDER:	Don Caskey, Council Member
AYES:	Janine Heft, Mayor; Don Caskey, Council Member; Erica Pezold, Council Member; Joshua Sweeney, Council Member; Dave Wheeler, Council Member

Remarks of Council Members Regarding Mayor Wheeler's Service to the City.

The City Council provided remarks regarding Mayor Wheeler's service to the City.

Remarks of Newly Elected Mayor

The City Council received remarks from newly elected Mayor Heft.

Election of Mayor Pro Tempore

Council Member Sweeney nominated Council Member Wheeler as Mayor Pro Tempore.

RESULT:	FAILED [2 TO 2]
AYES:	Dave Wheeler, Council Member; Joshua Sweeney, Council Member
NAYS:	Don Caskey, Council Member; Erica Pezold, Council Member
ABSTAIN:	Janine Heft, Mayor

No additional nominations were made. Due to the lack of the required majority vote, a Mayor Pro Tempore was not elected. The City Council intends to reagendaize this matter for reconsideration at a future meeting.

RECESS AND RECONVENE

Mayor Heft recessed the meeting at 8:29 p.m. and reconvened the meeting at 8:36 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Present	
Don Caskey	Council Member	Present	
Erica Pezold	Council Member	Present	
Joshua Sweeney	Council Member	Present	
Dave Wheeler	Council Member	Present	

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Laguna Hills High School Student Liaison**

The City Council received an oral report from Laguna Hills High School 2022 Fall Student Liaison Ella Carnahan.

2. SCHEDULE OF FUTURE EVENTS**2.1 Schedule of Future Events**

City Clerk Lee announced the upcoming meetings and events.

3. PUBLIC COMMENTS

The following individuals addressed the City Council on non-agendized items:

Jake Anderson, CEO/President, Laguna Hills Chamber of Commerce congratulated the re-elected incumbents, new Council Member Sweeney and Mayor Heft on their new and retained positions.

4. CONSENT CALENDAR

Motion to approve the Consent Calendar.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Council Member
SECONDER:	Don Caskey, Council Member
AYES:	Janine Heft, Mayor; Don Caskey, Council Member; Erica Pezold, Council Member, Joshua Sweeney, Council Member; Dave Wheeler, Council Member

4.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4.2 Approval of Minutes for November 15, 2022, Adjourned Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the November 15, 2022, Adjourned Regular Meeting.

4.3 Ratification of December 13, 2022, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from November 4, 2022, to December 1, 2022, in the amount of \$1,478,251.09.

4.4 Records Retention Management

Recommendation: That the City Council adopt Resolution No. 2022-12-13-4: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

4.5 Affirmation of Appointments List for City Boards, Commissions, and Committees

Recommendation: That the City Council affirm the Local Appointments List and direct that it be posted on the City's web site, at City Hall and in the Laguna Hills Branch Technology Library in accordance with Government Code Section 54972, the Maddy Act.

4.6 Resolution Establishing the Classifications of Community Services Manager and Deputy City Clerk Along with the Salary Range and Benefits for Each Classification Within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association

Recommendation: That the City Council adopt Resolution No. 2022-12-13-9: "A Resolution of the City Council of the City of Laguna Hills, California, establishing the classifications of Community Services Manager and Deputy City Clerk along with the salary range and benefits for each classification within the bargaining unit covered by the Memorandum of Understanding with the Laguna Hills City Employees Association"

4.7 Resolution Updating Designation of Assistant and Deputy City Attorneys Within the Office of City Attorney as Required by Laguna Hills Municipal Code Chapter 2-20

Recommendation: That the City Council adopt Resolution No. 2022-12-13-5: "A Resolution of the City Council of the City of Laguna Hills, California, Updating Designation of Assistant and Deputy City Attorneys within the Office of City Attorney as Required by Laguna Hills Municipal Code Chapter 2-20."

4.8 2023 City Council Meeting Calendar

Recommendation: That the City Council adopt the proposed 2023 City Council Meeting Calendar.

4.9 Community Center and Sports Complex Site Improvements Project, CIP 237

Recommendation: That the City Council: 1) Approve the plans and specifications and authorize the advertisement for bids for the Community Center and Sports Complex Site Improvements Project, CIP 237; 2) Allow the City Engineer to make minor edits to the plans and specifications as necessary prior to advertisement of the project; and 3) Find that environmental review is not required under the

California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - "Existing Facilities."

4.10 M2 Expenditure Report to the Orange County Transportation Authority for the Fiscal Year Ended June 30, 2022

Recommendation: That the City Council: 1) Approve the M2 Expenditure Report for the fiscal year ended June 30, 2022, for submittal to the Orange County Transportation Authority; and 2) Adopt Resolution No. 2022-12-13-6: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the Measure M2 (M2) Expenditure Report for the City of Laguna Hills for the fiscal year ended June 30, 2022."

4.11 Treasurer's Investment Report for September 2022

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of September 2022.

4.12 Annual Review of Investment & Portfolio Policies and Delegation of Investment Authority to the City Treasurer

Recommendation: That the City Council adopt Resolution No. 2022-12-13-7: "A Resolution of the City Council of the City of Laguna Hills, California, delegating investment authority to the City Treasurer and approving a policy for the investment of surplus City funds and rescinding Resolution No. 2021-12-14-4."

ITEMS REMOVED FROM THE CONSENT CALENDAR

4.13 Resolution Recognizing a Time Capsule at the Community Center and Directing Future City Councils to Open the Time Capsule on the City's 60TH Anniversary and 100TH Anniversary

Council Member Caskey removed Item No. 4.13 from the Consent Calendar to request additional information.

Deputy City Manager/Community Services Director Reynolds responded to Council Member requests for additional information.

City Manager Hildenbrand responded to Council Member requests for additional information.

A motion to create an ad hoc committee consisting of Council Member Caskey and Council Member Pezold to review the time capsule inventory list was made by Mayor Heft, seconded by Council Member Caskey.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor
SECONDER:	Don Caskey, Council Member
AYES:	Janine Heft, Mayor; Don Caskey, Council Member; Erica Pezold, Council Member, Joshua Sweeney, Council Member; Dave Wheeler, Council Member

Recommendation: That the City Council: 1) Adopt Resolution No. 2022-12-13-8 "A Resolution of the City Council of the City of Laguna Hills, California, recognizing the time capsule at the Community Center and recommending future City Councils to open the time capsule on the 60th and 100th anniversaries of the City of Laguna Hills."; and 2) Approve the inventory submitted by the Heritage Day Ad Hoc Committee.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor
SECONDER:	Erica Pezold, Council Member
AYES:	Janine Heft, Mayor; Don Caskey, Council Member; Erica Pezold, Council Member, Joshua Sweeney, Council Member; Dave Wheeler, Council Member

5. PLANNING AGENCY

There were no separate Planning Agency Business Items for this meeting.

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

7. ADMINISTRATIVE REPORTS

7.1. City Manager

The City Manager gave no Administrative Reports.

7.2. City Clerk

7.2.1 City Council "Other Agencies" Appointed Representatives

City Clerk Lee reviewed the information provided in the staff report and responded to Council Member requests for additional information.

City Manager Hildenbrand responded to Council Member requests for additional information.

Recommendation: That the City Council take the following actions:

- 1) Review the City of Laguna Hills City Council “Other Agencies” Appointed Representatives List, provide directions to staff regarding any necessary changes for appointments to the list, and by motion, approve the City Council “Other Agencies” Appointed Representatives List, as revised by the City Council; and
- 2) Adopt a Resolution entitled: “A Resolution of the City Council of the City of Laguna Hills, California designating and appointing its Representative to the Orange County Fire Authority’s Board of Directors; “ and
- 3) Approve and direct the City Clerk to prepare and post an updated FPPC Disclosure Form 806 to reflect all paid appointments to “Other Agencies” boards, committees, and/or commissions in accordance with state law.

A motion to continue Recommendation No. 2 to a future meeting was made by Mayor Heft, seconded by Council Member Wheeler.

RESULT:	CONTINUED [UNANIMOUS]
MOVER:	Janine Heft, Mayor
SECONDER:	Don Caskey, Council Member
AYES:	Janine Heft, Mayor; Don Caskey, Council Member; Erica Pezold, Council Member, Joshua Sweeney, Council Member; Dave Wheeler, Council Member

Mayor Heft received consensus to continue Item No. 7.2.1 to a future meeting.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized and presented by City Council Members.

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

9.1. Committee Assignment Reports

Recommendation: That the City Council receive oral reports on the following City Council Committee Assignments:

1. OC Mosquito and Vector Control District Board of Trustees
(Council Member Pezold)
November 17, 2022 meeting.

Council Member Pezold provided no report.

2. South OC Watershed Management Area Executive Committee
(Mayor Wheeler)
November 17, 2022 meeting.

Council Member Caskey provided an oral report.

3. Association of California Cities - OC
(Mayor Pro Tempore Heft)
December 1, 2022 Annual Business meeting.

Mayor Heft provided an oral report.

10. CITY COUNCIL MEMBER COMMENTS

Council Member Pezold

Council Member Pezold highlighted the Community Center holiday events and the Laguna Hills High School Hawks Football Team's recent Division 3-A CIF State Championship victory.

Council Member Pezold congratulated Mayor Heft on her role as Mayor for the next year.

Council Member Caskey

Council Member Caskey expressed his humble appreciation for the support he received in the recent election and his interest in being part of the leadership on the dais.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 9:23 p.m.

Jennifer Lee, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of January 10, 2023



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 10, 2023
TO: Mayor and Council Members
FROM: Irwin Bornstein
Interim Finance Director
ISSUE: Ratification of January 10, 2023, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from December 2, 2022, to December 29, 2022, in the amount of \$1,252,028.28.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from December 2, 2022, to December 29, 2022, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Interim Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - January 10, 2023
- Payables Detail Report - January 10, 2023



City of Laguna Hills, CA

Warrant Register - January 10, 2023

By Check Number

Date Range: 12/02/2022 - 12/29/2022

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
1406	Z-CD-0383	ALL SERVICE ROOFING	12/08/2022	480.00
1407	Z-CD-0402	AQUA SCAPES POOL AND SPAS INC	12/08/2022	250.00
1408	B-0437	BRINKS, INCORPORATED	12/08/2022	219.04
1409	C-1139	COMPLETE OFFICE OF CALIFORNIA	12/08/2022	73.92
1410	C-0023	COX COMMUNICATION	12/08/2022	224.25
1411	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	12/08/2022	3,644.70
1412	E-0606	EIDE BAILLY LLP	12/08/2022	10,513.15
1413	E-0504	EL TORO WATER DISTRICT	12/08/2022	12,888.93
1414	E-0608	EVERDE GROWERS	12/08/2022	2,651.45
1415	E-0600	EWING IRRIGATION PRODUCTS, INC	12/08/2022	210.83
1416	Z-PS-0033	FASSAZADEH, GELAREH	12/08/2022	50.00
1417	Z-PS-0034	GAHN, NARUMON	12/08/2022	42.00
1418	I-0942	IRVINE RANCH WATER DISTRICT	12/08/2022	109.37
1419	J-1057	JAMEY CLARK, INC.	12/08/2022	7,395.00
1420	Z-PS-0035	LOPEZ, SONIA	12/08/2022	42.00
1421	M-1388	MOBILE MINI, INC.	12/08/2022	526.48
1422	M-1302	MOULTON NIGUEL WATER DISTRICT	12/08/2022	11,412.76
1423	O-1546	OFFICE SOLUTIONS	12/08/2022	291.56
1424	O-1610	ORACLE AMERICA, INC.	12/08/2022	33.81
1425	O-1599	ORANGE COUNTY JUMPERS LLC	12/08/2022	2,700.00
1426	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	12/08/2022	2,305.40
1427	P-1824	PACKET FUSION, INC.	12/08/2022	61.79
1428	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	12/08/2022	1,559.50
1429	Z-CD-0292	PRIEBE, BILL	12/08/2022	415.80
1430	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	12/08/2022	161.63
1431	Q-1717	QUADIENT FINANCE USA, INC.	12/08/2022	151.50
1432	Q-1707	QUEST DIAGNOSTICS	12/08/2022	37.74
1433	R-1830	RALPHS GROCERY COMPANY	12/08/2022	52.52
1434	Z-CD-0401	RODRIGUEZ, ELSIDO	12/08/2022	720.00
1435	S-2194	SECURE LIVE SCAN	12/08/2022	60.00
1436	S-2296	SHUTE, MIHALY WEINBERGER LLP	12/08/2022	180.50
1437	S-1944	SOUTHERN CALIF MUN ATHLETIC FEDERATION	12/08/2022	466.90
1438	S-2250	SPARKLETTS	12/08/2022	172.87
1439	S-1940	STATE WATER RESOURCES CONTROL BOARD	12/08/2022	17,666.00
1440	T-2002	TAB PRODUCTS COMPANY	12/08/2022	2,910.75
1441	T-2707	TIPTON, ERIK	12/08/2022	97.50
1442	T-2698	TPX COMMUNICATIONS	12/08/2022	674.74
1443	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	12/08/2022	151.02
1444	Z-CD-0400	VELASQUEZ, THOMAS	12/08/2022	690.00
1445	V-2224	VERIZON WIRELESS	12/08/2022	1,031.10
1446	W-2337	WEST COAST ARBORISTS, INC.	12/08/2022	9,970.00
1447	W-2448	WEST GATE CONTRACTOR	12/08/2022	8,500.00
1448	W-2450	WEX BANK	12/08/2022	793.90
1449	G-0843	GRIEGO-SANDS, CINDY	12/09/2022	3.93
1450	S-1904	SOUTHERN CALIFORNIA EDISON	12/09/2022	12,423.70
1451	A-0359	ANDERSON PENNA PARTNERS, INC.	12/15/2022	5,180.00
1452	A-0327	ASSOCIATION OF CA CITIES -OC	12/15/2022	8,407.00
1453	A-0365	AT AND T - CALNET 3	12/15/2022	273.16
1454	C-1144	CHARLES ABBOTT ASSOCIATES, INC	12/15/2022	33,574.56
1455	C-1181	CIVIC PLUS	12/15/2022	12,988.61
1456	C-1139	COMPLETE OFFICE OF CALIFORNIA	12/15/2022	838.50
1457	C-0023	COX COMMUNICATION	12/15/2022	895.41
1458	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	12/15/2022	14,348.41

Attachment: Warrant Register - January 10, 2023 (3050 : Warrant Register, January 10, 2023)

Warrant Register - January 10, 2023

Date Range: 12/02/2022 - 12/29/2022

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
1459	D-0461	DATA TICKET, INC.	12/15/2022	453.60
1460	D-0575	DOG WASTE DEPOT	12/15/2022	619.45
1461	E-0554	ECONOMICS, INC.	12/15/2022	9,106.67
1462	H-0804	HINDERLITER, DE LLAMAS AND ASSOC., INC.	12/15/2022	1,917.40
1463	H-0960	HR GREEN PACIFIC, INC.	12/15/2022	7,000.00
1464	J-1057	JAMEY CLARK, INC.	12/15/2022	1,067.73
1465	L-1235	LAGUNA HILLS HIGH SCHOOL	12/15/2022	250.00
1466	O-1546	OFFICE SOLUTIONS	12/15/2022	531.37
1467	Z-CS-0361	PARK, JAMIE	12/15/2022	250.00
1468	Z-CS-0401	PATINO, RODOLFO	12/15/2022	250.00
1469	R-1855	RICHARD FISHER ASSOCIATES	12/15/2022	3,436.00
1470	S-1949	SMART AND FINAL	12/15/2022	273.78
1471	S-2295	SOUTHERN COMPUTER WAREHOUSE	12/15/2022	48.70
1472	S-2250	SPARKLETTS	12/15/2022	290.76
1473	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	12/15/2022	64.00
1474	S-1940	STATE WATER RESOURCES CONTROL BOARD	12/15/2022	18,863.00
1475	V-2254	VITUITY - URGENT CARE SERVICES, PC	12/15/2022	270.00
1476	W-2450	WEX BANK	12/15/2022	195.26
1477	W-2377	WILLDAN ENGINEERING	12/15/2022	3,528.00
1478	X-2402	XVR SOFTWARE LLC	12/15/2022	14,968.45
1479	C-1177	CANON FINANCIAL SERVICES, INC.	12/22/2022	1,036.29
1480	C-0023	COX COMMUNICATION	12/22/2022	84.00
1481	D-0580	DUONG, KHANH	12/22/2022	400.00
1482	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	12/22/2022	1,188.00
1483	H-0960	HR GREEN PACIFIC, INC.	12/22/2022	9,875.00
1484	J-1057	JAMEY CLARK, INC.	12/22/2022	13,177.42
1485	M-1302	MOULTON NIGUEL WATER DISTRICT	12/22/2022	1,000.00
1486	O-1546	OFFICE SOLUTIONS	12/22/2022	518.97
1487	O-1610	ORACLE AMERICA, INC.	12/22/2022	112.86
1488	P-1824	PACKET FUSION, INC.	12/22/2022	8,696.66
1489	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	12/22/2022	68.96
1490	R-1881	R.E.S.S.	12/22/2022	258.60
1491	R-1977	RJ ELECTRIC	12/22/2022	7,112.50
1492	S-1902	SAN DIEGO GAS AND ELECTRIC	12/22/2022	48,394.71
1493	S-1904	SOUTHERN CALIFORNIA EDISON	12/22/2022	5,535.25
1494	T-2712	TOTAL SOURCE OFFICEWORKS	12/22/2022	123.79
1495	V-2254	VITUITY - URGENT CARE SERVICES, PC	12/22/2022	35.00
1496	W-2337	WEST COAST ARBORISTS, INC.	12/22/2022	1,314.00
1497	R-1801	WOODRUFF, SPRADLIN AND SMART	12/22/2022	34,939.52
1498	A-0284	ASCAP	12/29/2022	420.00
1499	H-0934	HOME DEPOT	12/29/2022	563.86
1500	L-1226	LAGUNA HILLS CHAMBER OF COMMERCE	12/29/2022	2,000.00
1501	M-1600	MERCY HOUSE LIVING CENTERS, INC.	12/29/2022	6,223.00
1502	M-1302	MOULTON NIGUEL WATER DISTRICT	12/29/2022	3,368.30
1503	S-1904	SOUTHERN CALIFORNIA EDISON	12/29/2022	148.11
1504	T-2712	TOTAL SOURCE OFFICEWORKS	12/29/2022	56.35
1505	T-2702	TRIEPEI SMITH & ASSOCIATES, INC.	12/29/2022	12,500.00
1506	V-2251	VIZUAL SYMPHONY, INC.	12/29/2022	1,978.72
Total Regular:				416,037.73

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Warrant Register - January 10, 2023

Date Range: 12/02/2022 - 12/29/2022

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0002252	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	12/06/2022	11,443.13
DFT0002260	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	12/16/2022	809,845.47
DFT0002293	B-0276	BANK OF AMERICA VISA CARD	12/15/2022	2,827.01
DFT0002294	B-0276	BANK OF AMERICA VISA CARD	12/15/2022	8,853.06
DFT0002295	B-0276	BANK OF AMERICA VISA CARD	12/15/2022	732.00
DFT0002296	B-0276	BANK OF AMERICA VISA CARD	12/15/2022	1,897.61
DFT0002297	B-0276	BANK OF AMERICA VISA CARD	12/15/2022	190.68
DFT0002298	B-0276	BANK OF AMERICA VISA CARD	12/23/2022	201.59
Total Bank Draft:				835,990.55

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	133	101	0.00	416,037.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	835,990.55
EFT's	0	0	0.00	0.00
	141	109	0.00	1,252,028.28

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All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	133	101	0.00	416,037.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	835,990.55
EFT's	0	0	0.00	0.00
	141	109	0.00	1,252,028.28

Fund Summary

Fund	Name	Period	Amount
998	POOL	12/2022	1,252,028.28
			1,252,028.28



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 12/02/2022 - 12/29/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
12/06/2022	HIGH LEVEL SECURITY SOLUTIONS, INC.	5505	Private Security Patrol, Nov '22	100-420-720850	11,443.13
12/08/2022	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER	0000555502	Legal Advertising, Nov '22	100-155-624001	2,305.40
12/08/2022	ORACLE AMERICA, INC.	100623143	Offsite Backup, Nov '22	100-195-720050	33.81
12/08/2022	TIPTON, ERIK	1007	Professional Services, IT, Dec '22	100-195-647000	97.50
12/08/2022	EVERDE GROWERS	1111185	Landscape Maintenance, Sep '22	100-355-720700	2,651.45
12/08/2022	RALPHS GROCERY COMPANY	1122134331_22B42223	Operating Supplies, Comm Svcs, Nov '22	100-310-622005	52.52
12/08/2022	MOULTON NIGUEL WATER DISTRICT	112422a	Water Usage, Public Works, Nov '22	100-355-635000	11,412.76
12/08/2022	QUADIENT FINANCE USA, INC.	112722	Postage Expense, Nov '22	100-195-625000	151.50
12/08/2022	COX COMMUNICATION	112722	WiFi, Community Center, Nov '22	100-195-630000	224.25
12/08/2022	IRVINE RANCH WATER DISTRICT	120222	Water Usage, Public Works, Nov '22	100-355-635000	109.37
12/08/2022	EL TORO WATER DISTRICT	120622	Water Usage, Public Works, Oct '22	100-355-635000	12,888.93
12/08/2022	BRINKS, INCORPORATED	12134786	Courier Fee, Armored Transport, Dec '22	100-155-625000	219.04
12/08/2022	SECURE LIVE SCAN	13112	Pre-employment Fingerprinting, Nov '22	100-195-617000	60.00
12/08/2022	TPX COMMUNICATIONS	164131813-0	Communications Expense, Dec '22	100-195-630000	674.74
12/08/2022	EWING IRRIGATION PRODUCTS, INC.	18374309	Public Works Other Maint, Dec '22	100-355-720410	210.83
12/08/2022	WEST COAST ARBORISTS, INC.	193110	Tree Trimming Services, Nov '22	100-355-720702	9,970.00
12/08/2022	PRINTEX PRINTING AND GRAPHICS INC.	23803	Special Events, Holiday Season Events Banner	100-310-695500	161.63
12/08/2022	SHUTE, MIHALY WEINBERGER LLP	279193	Professional Services, Legal, Oct '22	100-155-700011	180.50
12/08/2022	COMPLETE OFFICE OF CALIFORNIA	4004354-0	Office Supplies, Dec '22	100-195-620000	73.92
12/08/2022	SPARKLETTES	4228482 120222	Operating Supplies, Dec '22	100-195-622000	172.87
12/08/2022	CROSTOWN ELECTRICAL AND DATA, INC.	4296-22-011	Traffic Signal Maintenance, Nov '22	100-356-720420	3,644.70
12/08/2022	WEST GATE CONTRACTOR	43	Graffiti Removal, Public Works, Nov '22	100-355-720500	8,500.00
12/08/2022	JAMEY CLARK, INC.	73512	Park Repairs, Public Works, Nov '22	100-355-720701	7,395.00
12/08/2022	ORANGE COUNTY JUMPERS LLC	77078	Special Events, Parents Night Out, Dec '22	100-310-695500	2,700.00
12/08/2022	WEX BANK	85322983 COMSVCS	Vehicle Fuel, Nov '22	100-310-613100	136.89
12/08/2022	WEX BANK	85323108 PUBWKS	Vehicle Fuel, Nov '22	100-356-613100	408.73
12/08/2022	WEX BANK	85323108 PUBWKS	Vehicle Fuel, Nov '22	100-356-646100	6.00
12/08/2022	WEX BANK	85323335 COMDEV	Vehicle Fuel, Nov '22	100-225-613100	242.28
12/08/2022	SOUTHERN CALIF MUN ATHLETIC FEDERATION	89621	Program Class Insurance, CS	100-310-690500	466.90
12/08/2022	MOBILE MINI, INC.	9016000006	Storage Rental, Community Center, 11/23 - 12/20/22	100-310-641000	225.71
12/08/2022	MOBILE MINI, INC.	9016055090	Storage Rental, Community Center, 11/29 - 12/26/22	100-310-641000	82.97
12/08/2022	MOBILE MINI, INC.	9016074119	Storage Rental, Community Center, 11/30 - 12/27/22	100-310-641000	217.80
12/08/2022	QUEST DIAGNOSTICS	9201684716	Pre-employment Drug Testing, Nov '22	100-195-617000	37.74
12/08/2022	VERIZON WIRELESS	9921458948	Communication Expense, Nov '22	100-195-630000	1,031.10
12/08/2022	ALL SERVICE ROOFING	CD-0915-BLDR-1446-202	Refund, C&D Deposit, REC-009169-2022	100-000-227001	480.00
12/08/2022	PRIEBE, BILL	CD-0916-BLDR-1422-202	Refund, C&D Deposit, REC-008806-2022	100-000-227001	415.80
12/08/2022	VELASQUEZ, THOMAS	CD-0917-BLDR-1461-202	Refund, C&D Deposit, REC-009096-2022	100-000-227001	690.00
12/08/2022	RODRIGUEZ, ELSIDO	CD-0918-BLDR-1414-202	Refund, C&D Deposit, REC-008810-2022	100-000-227001	720.00
12/08/2022	AQUA SCAPES POOL AND SPAS INC	CD-0919-POOLR-0105-20	Refund, Pool Bond, REC-007210-	100-000-228001	250.00

Attachment: Payables Detail Report - January 10, 2023 (3050 : Warrant Register, January 10, 2023)

Payables Detail Report

Payment Dates: 12/02/2022 - 12/29/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
12/08/2022	EIDE BAILLY LLP	EI01417279	Annual Street Report 21/22	100-155-700051	2,000.00
12/08/2022	EIDE BAILLY LLP	EI01417707	Partial Audit Fes, 21/22	100-155-700051	2,000.00
12/08/2022	EIDE BAILLY LLP	EI01417850	Professional Services, GASB 87	100-155-700051	5,383.20
12/08/2022	EIDE BAILLY LLP	EI01417851	Professional Services, GASB 34	100-155-700051	1,129.95
12/08/2022	OFFICE SOLUTIONS	I-02069546	Operating Supplies, Dec '22	100-195-622000	291.56
12/08/2022	TAB PRODUCTS COMPANY	INV000028038	Office Supplies, General Government, Nov '22	100-155-620000	2,910.75
12/08/2022	PARKING VIOLATIONS OC	NOV 22	Parking Fee Surcharge, Nov '22	100-420-720823	1,559.50
12/08/2022	TREASURER-TAX COLLECTOR				
12/08/2022	FASSAZADEH, GELAREH	PSV-0033	Refund, Citation #LH111351	100-000-460100	50.00
12/08/2022	GAHN, NARUMON	PSV-0034	Refund, Citation #LH010004722	100-000-460100	42.00
12/08/2022	LOPEZ, SONIA	PSV-0035	Refund, Citation #LH010004723	100-000-460100	42.00
12/08/2022	PACKET FUSION, INC.	SLSI-1007606	Conference Phone, Oct '22	100-195-646000	61.79
12/08/2022	STATE WATER RESOURCES CONTROL BOARD	SW-0247639	Annual Permit Fees, Public Services, CIP 410	100-600-790600	17,666.00
12/09/2022	SOUTHERN CALIFORNIA EDISON	120122 - Acct #7002345C	Street Lights, Traffic Control, Oct & Nov '22	100-355-631000	563.95
12/09/2022	SOUTHERN CALIFORNIA EDISON	120122 - Acct #7002345C	Street Lights, Traffic Control, Oct & Nov '22	100-356-631400	11,859.75
12/09/2022	GRIEGO-SANDS, CINDY	120922	Mileage Reimbursement adjustment, 7/12 - 10/13/22	100-155-613000	3.93
12/15/2022	AT AND T - CALNET 3	000019179290	Traffic Signal, Public Works, Nov '22	100-356-630000	23.58
12/15/2022	AT AND T - CALNET 3	000019181239	Alarm, Com Ctr & City Hall Lines, Dec '22	100-195-630000	156.23
12/15/2022	AT AND T - CALNET 3	000019181239	Alarm, Com Ctr & City Hall Lines, Dec '22	100-310-630100	93.35
12/15/2022	WILLDAN ENGINEERING	00624643	Professional Services, VALH, Nov '22	100-000-229100	392.00
12/15/2022	WILLDAN ENGINEERING	00624643	Professional Services, VALH, Nov '22	100-000-452000	(392.00)
12/15/2022	WILLDAN ENGINEERING	00624643	Professional Services, VALH, Nov '22	100-225-700201	392.00
12/15/2022	WILLDAN ENGINEERING	00624644	Professional Services, VALH, Nov '22	100-000-229100	490.00
12/15/2022	WILLDAN ENGINEERING	00624644	Professional Services, VALH, Nov '22	100-000-452000	(490.00)
12/15/2022	WILLDAN ENGINEERING	00624644	Professional Services, VALH, Nov '22	100-225-700201	490.00
12/15/2022	WILLDAN ENGINEERING	00624645	Professional Services, VALH, Nov '22	100-000-229100	2,646.00
12/15/2022	WILLDAN ENGINEERING	00624645	Professional Services, VALH, Nov '22	100-000-452000	(2,646.00)
12/15/2022	WILLDAN ENGINEERING	00624645	Professional Services, VALH, Nov '22	100-225-700201	2,646.00
12/15/2022	BANK OF AMERICA VISA CARD	112022 COMDEV	Departmental Expenditure, Nov '22	100-225-610000	712.00
12/15/2022	BANK OF AMERICA VISA CARD	112022 COMDEV	Departmental Expenditure, Nov '22	100-225-611000	20.00
12/15/2022	BANK OF AMERICA VISA CARD	112022 COMSVCS	Departmental Expenditure, Nov '22	100-195-940000	643.35
12/15/2022	BANK OF AMERICA VISA CARD	112022 COMSVCS	Departmental Expenditure, Nov '22	100-310-622500	87.40
12/15/2022	BANK OF AMERICA VISA CARD	112022 COMSVCS	Departmental Expenditure, Nov '22	100-310-624500	19.95
12/15/2022	BANK OF AMERICA VISA CARD	112022 COMSVCS	Departmental Expenditure, Nov '22	100-310-646100	60.62
12/15/2022	BANK OF AMERICA VISA CARD	112022 COMSVCS	Departmental Expenditure, Nov '22	100-310-646500	1,125.93
12/15/2022	BANK OF AMERICA VISA CARD	112022 COMSVCS	Departmental Expenditure, Nov '22	100-310-695500	6,905.82
12/15/2022	BANK OF AMERICA VISA CARD	112022 COMSVCS	Departmental Expenditure, Nov '22	100-310-695502	9.99
12/15/2022	BANK OF AMERICA VISA CARD	112022 GENGOV1	Departmental Expenditure, Nov '22	100-155-611000	260.00
12/15/2022	BANK OF AMERICA VISA CARD	112022 GENGOV1	Departmental Expenditure, Nov '22	100-155-622000	1,659.60
12/15/2022	BANK OF AMERICA VISA CARD	112022 GENGOV1	Departmental Expenditure, Nov '22	100-155-695000	682.41
12/15/2022	BANK OF AMERICA VISA CARD	112022 GENGOV1	Departmental Expenditure, Nov '22	100-195-617000	225.00
12/15/2022	BANK OF AMERICA VISA CARD	112022 POLSVCS	Departmental Expenditure, Nov '22	100-420-622000	1,897.61
12/15/2022	BANK OF AMERICA VISA CARD	112022 POLSVCS (9014)	Departmental Expenditure, Nov '22	100-420-622000	101.07
12/15/2022	BANK OF AMERICA VISA CARD	112022 POLSVCS (9014)	Departmental Expenditure, Nov '22	100-420-695000	89.61
12/15/2022	VITUTY - URGENT CARE SERVICES,	1126K20515	Recruitment, Dec '22	100-195-617000	270.00
12/15/2022	COX COMMUNICATION	120522	T-1 Line, Dec '22	100-195-630000	895.41
12/15/2022	LAGUNA HILLS HIGH SCHOOL	121522	Holiday Musical Dance Extravaganza, Dec '22	100-310-695500	250.00
12/15/2022	SPARKLETTS	12194330 120722	Operating Supplies, Comm Ctr, Dec	100-310-622005	290.76
12/15/2022	ANDERSON PENNA PARTNERS, INC.	131176	Inspection Services, Nov '22	100-356-700255	2,300.00
12/15/2022	ANDERSON PENNA PARTNERS, INC.	131289	Inspection Services, Nov '22	100-356-700255	2,880.00
12/15/2022	DATA TICKET, INC.	145533	Process Fee, Parking Citations, Nov	100-420-720823	453.60
12/15/2022	HR GREEN PACIFIC, INC.	158239	Public Works Permit Inspections, Oct-Nov '22	100-356-700255	7,000.00
12/15/2022	XVR SOFTWARE LLC	2319	Computer Hardware, Nov '22	100-195-940000	14,968.45

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Payables Detail Report

Payment Dates: 12/02/2022 - 12/29/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
12/15/2022	CIVIC PLUS	245208	Annual Maint, Website, IT, 12/15/22 - 12/14/23	100-195-720050	12,988.61
12/15/2022	ASSOCIATION OF CA CITIES -OC	3252	Membership, 2023	100-155-610002	8,407.00
12/15/2022	SMART AND FINAL	3831400035101	Special Events, Nov '22	100-310-695500	273.78
12/15/2022	COMPLETE OFFICE OF CALIFORNIA	4005825-0	Computer Supplies, Dec '22	100-195-621000	198.63
12/15/2022	COMPLETE OFFICE OF CALIFORNIA	4006254-0	Computer Supplies, Dec '22	100-195-621000	453.99
12/15/2022	COMPLETE OFFICE OF CALIFORNIA	4006507-0	Computer Supplies, Dec '22	100-195-621000	101.92
12/15/2022	COMPLETE OFFICE OF CALIFORNIA	4007193-0	Computer Supplies, Dec '22	100-195-621000	83.96
12/15/2022	CROSSTOWN ELECTRICAL AND DATA, INC.	4278 - 4328	Traffic Signal Maintenance, Nov '22	100-356-720420	14,348.41
12/15/2022	RICHARD FISHER ASSOCIATES	4534	Professional Services, CIP 237, Nov	100-600-790600	3,436.00
12/15/2022	DOG WASTE DEPOT	520057	Operating Supplies, Dec '22	100-355-622000	619.45
12/15/2022	STATE DEPARTMENT OF JUSTICE	622359	Pre-employment Fingerprinting, Dec '22	100-195-617000	64.00
12/15/2022	ACCOUNTING OFFICE				
12/15/2022	CHARLES ABBOTT ASSOCIATES, INC	65044-A City Hall Drainag	Civic Center Sump Pump, Dec '22	100-355-720410	1,125.00
12/15/2022	CHARLES ABBOTT ASSOCIATES, INC	65044-B El Toro & PDV	El Toro Bus Shelter, Dec '22	100-355-720410	150.00
12/15/2022	JAMEY CLARK, INC.	73495	Park Repairs, Public Works, Nov '22	100-355-720701	157.50
12/15/2022	JAMEY CLARK, INC.	73549	Park Repairs, Public Works, Dec '22	100-355-720701	534.23
12/15/2022	JAMEY CLARK, INC.	73550	Graffiti Removal, Public Works, Nov	100-355-720500	376.00
12/15/2022	WEX BANK	85323327 POLSVCS	Vehicle Fuel, Nov '22	100-420-613100	195.26
12/15/2022	PARK, JAMIE	FRD-0290	Refund, Facility Deposit, R #1034577.002	100-000-222000	250.00
12/15/2022	PATINO, RODOLFO	FRD-0291	Refund, Facility Deposit, R #1035228.002	100-000-222000	250.00
12/15/2022	OFFICE SOLUTIONS	I-02072071	Office/Operating Supplies, Dec '22	100-195-620000	467.09
12/15/2022	OFFICE SOLUTIONS	I-02072071	Office/Operating Supplies, Dec '22	100-195-622000	16.42
12/15/2022	OFFICE SOLUTIONS	I-02072372	Office Supplies, Dec '22	100-195-620000	47.86
12/15/2022	SOUTHERN COMPUTER WAREHOUSE	INV00759616	Software Support, Dec '22	100-195-720050	48.70
12/15/2022	HINDERLITER, DE LLAMAS AND ASSOC., INC.	SIN023486	Sales Tax 4th Qtr, Audit Sales 2nd Qtr	100-155-700052	1,917.40
12/15/2022	STATE WATER RESOURCES CONTROL BOARD	WD-0217983	Annual Permit Fees, Public Works, CIP 410	100-600-790600	18,863.00
12/16/2022	OCSO LAW ENFORCEMENT	SH 63928	Law Enforcement Services, Dec '22	100-420-720800	809,845.47
12/22/2022	CONTRACT, OC TREASURER-TAX DUONG, KHANH	001	Holiday Musical Dance Extravaganza, Dec '22	100-310-695500	400.00
12/22/2022	ORACLE AMERICA, INC.	100586241	Offsite Backup, Oct '22	100-195-720050	10.60
12/22/2022	ORACLE AMERICA, INC.	100586680	Offsite Backup, Oct '22	100-195-720050	59.04
12/22/2022	ORACLE AMERICA, INC.	100622868	Offsite Backup, Nov '22	100-195-720050	43.22
12/22/2022	SOUTHERN CALIFORNIA EDISON	120122 - Acct #70016247	Street Lights, Traffic Control, Sep-Nov '22	100-356-631400	1,207.42
12/22/2022	SOUTHERN CALIFORNIA EDISON	120122 - Acct #70016247	Street Lights, Traffic Control, Sep-Nov '22	100-356-631900	4,327.83
12/22/2022	COX COMMUNICATION	120722	Traffic Signal, Dec '22	100-195-630000	84.00
12/22/2022	VITUITY - URGENT CARE SERVICES,	120822	Recruitment, Dec '22	100-195-617000	35.00
12/22/2022	SAN DIEGO GAS AND ELECTRIC	121422	Street Lights, Traffic Control, Com Ctr, Oct-Dec	100-310-631100	10,356.34
12/22/2022	SAN DIEGO GAS AND ELECTRIC	121422	Street Lights, Traffic Control, Com Ctr, Oct-Dec	100-355-631000	10,178.87
12/22/2022	SAN DIEGO GAS AND ELECTRIC	121422	Street Lights, Traffic Control, Com Ctr, Oct-Dec	100-356-631400	24,495.47
12/22/2022	SAN DIEGO GAS AND ELECTRIC	121422	Street Lights, Traffic Control, Com Ctr, Oct-Dec	100-356-631900	3,364.03
12/22/2022	HR GREEN PACIFIC, INC.	157862	Public Works Permit Inspections, Oct '22	100-356-700255	9,875.00
12/22/2022	WEST COAST ARBORISTS, INC.	193734	Tree Trimming Services, Nov '22	100-355-720702	1,314.00
12/22/2022	PRINTEX PRINTING AND GRAPHICS INC.	23863 (1)	City Anniversary Expense, Dec '22	100-310-695530	68.96
12/22/2022	CANON FINANCIAL SERVICES, INC.	29674597	Lease - Copier, City Hall, 12/1/22 - 12/31/22	100-195-641200	629.88
12/22/2022	CANON FINANCIAL SERVICES, INC.	29674598	Lease - Copier, New Admin Copier, 12/1 - 12/31/22	100-195-641200	317.82

Attachment: Payables Detail Report - January 10, 2023 (3050 : Warrant Register, January 10, 2023)

Payables Detail Report

Payment Dates: 12/02/2022 - 12/29/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
12/22/2022	CANON FINANCIAL SERVICES, INC.	29674599	Lease - Copier, Comm Ctr, 12/1 - 12/31/22	100-195-641200	88.59
12/22/2022	TOTAL SOURCE OFFICEWORKS	30561.1	Computer Supplies, Dec '22	100-195-621000	123.79
12/22/2022	MOULTON NIGUEL WATER DISTRICT	5264982	HOAs Support, CIP #410	100-600-790600	1,000.00
12/22/2022	RJ ELECTRIC	61390	Maintenance & Repair, Dec '22	100-310-645500	6,685.00
12/22/2022	RJ ELECTRIC	61447	Maintenance & Repair, Dec '22	100-310-645500	427.50
12/22/2022	WOODRUFF, SPRADLIN AND SMART	72915	Professional Services Legal, Nov '22	100-155-700010	30,505.50
12/22/2022	WOODRUFF, SPRADLIN AND SMART	72915	Professional Services Legal, Nov '22	100-155-700011	600.00
12/22/2022	JAMEY CLARK, INC.	73562	Park Repairs, Public Works, Dec '22	100-355-720701	9,350.00
12/22/2022	JAMEY CLARK, INC.	73565	Graffiti Removal, Public Works, Dec	100-355-720500	2,426.00
12/22/2022	JAMEY CLARK, INC.	73572	Graffiti Removal, Public Works, Dec	100-355-720500	1,401.42
12/22/2022	R.E.S.S.	83878	Flag Replacement, Community Center, Nov '22	100-310-620500	258.60
12/22/2022	OFFICE SOLUTIONS	I-02075702	Office Supplies, Dec '22	100-195-620000	518.97
12/22/2022	PACKET FUSION, INC.	PB15415	Phone System Equipment, Dec '22	100-195-940000	8,696.66
12/22/2022	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 63942	Fingerprint ID System Charges, Dec	100-420-720835	1,188.00
12/23/2022	BANK OF AMERICA VISA CARD	112022 PUBWKS	Departmental Expenditure, Nov '22	100-355-611000	90.00
12/23/2022	BANK OF AMERICA VISA CARD	112022 PUBWKS	Departmental Expenditure, Nov '22	100-355-720410	2.13
12/23/2022	BANK OF AMERICA VISA CARD	112022 PUBWKS	Departmental Expenditure, Nov '22	100-355-720500	15.75
12/23/2022	BANK OF AMERICA VISA CARD	112022 PUBWKS	Departmental Expenditure, Nov '22	100-355-720701	64.65
12/29/2022	ASCAP	100006019155	Music Annual License Fee, CS, 1/1/23 - 12/31/23	100-310-611500	420.00
12/29/2022	MOULTON NIGUEL WATER DISTRICT	121522	Water Usage, Public Works & Com Ctr, Nov '22	100-310-635100	652.38
12/29/2022	MOULTON NIGUEL WATER DISTRICT	121522	Water Usage, Public Works & Com Ctr, Nov '22	100-355-635000	2,715.92
12/29/2022	SOUTHERN CALIFORNIA EDISON	122122 - Acct #70007600	Street Lights, Traffic Control, Nov '22	100-355-631000	52.68
12/29/2022	SOUTHERN CALIFORNIA EDISON	122122 - Acct #70007600	Street Lights, Traffic Control, Nov '22	100-356-631400	95.43
12/29/2022	VIZUAL SYMPHONY, INC.	14067	Computer Hardware, Nov '22	100-195-940000	1,978.72
12/29/2022	HOME DEPOT	2512918	Special Events - Program Service, Dec '22	100-310-695500	181.08
12/29/2022	HOME DEPOT	2522503	Special Events - Program Service, Dec '22	100-310-695500	296.20
12/29/2022	TOTAL SOURCE OFFICEWORKS	30614	Office Supplies, Community Ctr, Dec '22	100-310-620500	56.35
12/29/2022	HOME DEPOT	4082718	Office Supplies, Comm Ctr, Dec '22	100-310-620500	48.07
12/29/2022	MERCY HOUSE LIVING CENTERS, INC.	5003-22-09	Contract Services - Homelessness, Sep '22	100-310-720302	3,099.59
12/29/2022	MERCY HOUSE LIVING CENTERS, INC.	5003-22-10	Contract Services - Homelessness, Oct '22	100-310-720302	3,123.41
12/29/2022	LAGUNA HILLS CHAMBER OF COMMERCE	665	Annual Gala, Gold Sponsor	100-155-695000	2,000.00
12/29/2022	HOME DEPOT	7612821	Office Supplies, Comm Ctr, Dec '22	100-310-620500	38.51
12/29/2022	TRIPEPI SMITH & ASSOCIATES, INC.	9259	Communications Support, Nov '22	100-155-695000	6,250.00
12/29/2022	TRIPEPI SMITH & ASSOCIATES, INC.	9260	Communications Support, Dec '22	100-155-695000	6,250.00
Fund 100 - GENERAL FUND Total:					1,206,607.95
Fund: 212 - MEASURE M					
12/08/2022	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	1120220377	Street Maintenance, Nov '22	212-355-720400	113.25
12/08/2022	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	22-2301842	Street Maintenance, Nov '22	212-355-720400	37.77
12/15/2022	CHARLES ABBOTT ASSOCIATES, INC	65044	Road Maintenance, Nov '22	212-355-720400	32,299.56
12/23/2022	BANK OF AMERICA VISA CARD	112022 PUBWKS	Departmental Expenditure, Nov '22	212-355-720400	29.06
Fund 212 - MEASURE M Total:					32,479.64
Fund: 307 - C & D FORFEITED DEPOSITS					
12/15/2022	ECONOMICS, INC.	2017-2018.65	Professional Services, Recycling Program, Nov '22	307-355-700000	5,448.34
Fund 307 - C & D FORFEITED DEPOSITS Total:					5,448.34

Attachment: Payables Detail Report - January 10, 2023 (3050 : Warrant Register, January 10, 2023)

Payables Detail Report

Payment Dates: 12/02/2022 - 12/29/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 309 - SB 1383 Grant					
12/15/2022	ECONOMICS, INC.	2017-2018.65	Professional Services, Recycling Program, Nov '22	309-355-700000	3,658.33
Fund 309 - SB 1383 Grant Total:					3,658.33
Fund: 451 - LIABILITY SELF-INSURANCE					
12/22/2022	WOODRUFF, SPRADLIN AND SMART	72915	Professional Services Legal, Nov '22	451-155-700011	3,834.02
Fund 451 - LIABILITY SELF-INSURANCE Total:					3,834.02
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
12/08/2022	STATE WATER RESOURCES CONTROL BOARD	SW-0247639	Annual Permit Fees, Public Services, CIP 410	600-000-490100	(17,666.00)
12/08/2022	STATE WATER RESOURCES CONTROL BOARD	SW-0247639	Annual Permit Fees, Public Services, CIP 410	600-254-950410	17,666.00
12/15/2022	RICHARD FISHER ASSOCIATES	4534	Professional Services, CIP 237, Nov	600-000-490100	(3,436.00)
12/15/2022	RICHARD FISHER ASSOCIATES	4534	Professional Services, CIP 237, Nov	600-252-950237	3,436.00
12/15/2022	STATE WATER RESOURCES CONTROL BOARD	WD-0217983	Annual Permit Fees, Public Works, CIP 410	600-000-490100	(18,863.00)
12/15/2022	STATE WATER RESOURCES CONTROL BOARD	WD-0217983	Annual Permit Fees, Public Works, CIP 410	600-254-950410	18,863.00
12/22/2022	MOULTON NIGUEL WATER DISTRICT	5264982	HOAs Support, CIP #410	600-000-490100	(1,000.00)
12/22/2022	MOULTON NIGUEL WATER DISTRICT	5264982	HOAs Support, CIP #410	600-254-950410	1,000.00
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Grand Total:					1,252,028.28

Attachment: Payables Detail Report - January 10, 2023 (3050 : Warrant Register, January 10, 2023)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	1,206,607.95	1,206,607.95
212 - MEASURE M	32,479.64	32,479.64
307 - C & D FORFEITED DEPOSITS	5,448.34	5,448.34
309 - SB 1383 Grant	3,658.33	3,658.33
451 - LIABILITY SELF-INSURANCE	3,834.02	3,834.02
600 - CAPITAL IMPROVEMENT PROJECT	-	-
Grand Total:	1,252,028.28	1,252,028.28

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-222000	Refundable Deposits	500.00	500.00
100-000-227001	SecurityDeposit-WasteRecycling	2,305.80	2,305.80
100-000-228001	Swimming Pool Bonds	250.00	250.00
100-000-229100	Trust Account - VALH Project -	3,528.00	3,528.00
100-000-452000	Plan Check Fee - Fee Base	(3,528.00)	(3,528.00)
100-000-460100	Parking Revenues	134.00	134.00
100-155-610002	Memberships and Dues - ACC-OC	8,407.00	8,407.00
100-155-611000	Training and Education	260.00	260.00
100-155-613000	Mileage Reimbursement	3.93	3.93
100-155-620000	Office Supplies	2,910.75	2,910.75
100-155-622000	Operating Supplies	1,659.60	1,659.60
100-155-624001	Advertising - Legal	2,305.40	2,305.40
100-155-625000	Postage & Delivery	219.04	219.04
100-155-695000	CommunityAsstnc/PublicRelation	15,182.41	15,182.41
100-155-700010	Legal Services-General Counsel	30,505.50	30,505.50
100-155-700011	Legal Services-Litigation	780.50	780.50
100-155-700051	Professional Services - Annual	10,513.15	10,513.15
100-155-700052	Compliance Audit Services - Sales	1,917.40	1,917.40
100-195-617000	Recruitment	691.74	691.74
100-195-620000	Office Supplies	1,107.84	1,107.84
100-195-621000	Computer Supplies	962.29	962.29
100-195-622000	Operating Supplies	480.85	480.85
100-195-625000	Postage & Delivery	151.50	151.50
100-195-630000	Telephone & Communication	3,065.73	3,065.73
100-195-641200	Rent/Lease - Copier	1,036.29	1,036.29
100-195-646000	Maint & Rep-Equip & Machinery	61.79	61.79
100-195-647000	Maint & Repair - Comp Eqpt	97.50	97.50
100-195-720050	Contract Serv-Software Support	13,183.98	13,183.98
100-195-940000	Computer Hardware & Software	26,287.18	26,287.18
100-225-610000	Memberships and Dues Expense	712.00	712.00
100-225-611000	Training and Education	20.00	20.00
100-225-613100	Vehicle-Fuel	242.28	242.28
100-225-700201	Plan Application	3,528.00	3,528.00
100-310-611500	Certification/License Fees	420.00	420.00
100-310-613100	Vehicle-Fuel	136.89	136.89
100-310-620500	Office Supplies - Comm Ctr	401.53	401.53
100-310-622005	Operating Supplies Comm Ctr	343.28	343.28
100-310-622500	Supplies-Program Services	87.40	87.40
100-310-624500	Advertising-Program Services	19.95	19.95
100-310-630100	Phone & Communication Comm	93.35	93.35
100-310-631100	Utilities - Electric Comm Ctr	10,356.34	10,356.34
100-310-635100	Utilities - Water Comm Ctr	652.38	652.38
100-310-641000	Rent/Lease - Equipment	526.48	526.48
100-310-645500	Maint&Repair-Facility Comm Ctr	7,112.50	7,112.50
100-310-646100	Maint & Repairs - Vehicles	60.62	60.62
100-310-646500	Maint&Repair-	1,125.93	1,125.93
100-310-690500	Insurance - Recreational Classes	466.90	466.90

Attachment: Payables Detail Report - January 10, 2023 (3050 : Warrant Register, January 10, 2023)

Payables Detail Report

Payment Dates: 12/02/2022 - 12/29/2022

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-310-695500	Special Events-Program Service	11,168.51	11,168.51
100-310-695502	Special Needs Program	9.99	9.99
100-310-695530	City Anniversary Program	68.96	68.96
100-310-720302	Contract Services - Homelessness	6,223.00	6,223.00
100-355-611000	Training and Education	90.00	90.00
100-355-622000	Operating Supplies	619.45	619.45
100-355-631000	Utilities - Electric	10,795.50	10,795.50
100-355-635000	Utilities - Water	27,126.98	27,126.98
100-355-720410	Street Sweeping	1,487.96	1,487.96
100-355-720500	Graffiti Removal	12,719.17	12,719.17
100-355-720700	Landscape Maintenance Contract	2,651.45	2,651.45
100-355-720701	Parks Contract Repair	17,501.38	17,501.38
100-355-720702	Tree Maintenance	11,284.00	11,284.00
100-356-613100	MOE Vehicle Fuel	408.73	408.73
100-356-630000	MOE Telephone &	23.58	23.58
100-356-631400	MOE Electricity-Streetlights &	37,658.07	37,658.07
100-356-631900	MOE Electricity On-bill Financing	7,691.86	7,691.86
100-356-646100	MOE Maintenance & Repairs	6.00	6.00
100-356-700255	MOE Improvement Inspection	22,055.00	22,055.00
100-356-720420	MOE Traffic Signal Maintenance	17,993.11	17,993.11
100-420-613100	Vehicle-Fuel	195.26	195.26
100-420-622000	Operating Supplies	1,998.68	1,998.68
100-420-695000	CommunityAsstnc/PublicRelation	89.61	89.61
100-420-720800	General Law Enforcement	809,845.47	809,845.47
100-420-720823	Parking Citation Processing	2,013.10	2,013.10
100-420-720835	Fingerprint Identification Svc	1,188.00	1,188.00
100-420-720850	Private Security Patrol	11,443.13	11,443.13
100-600-790600	Transfers Out - Capital Imprv	40,965.00	40,965.00
212-355-720400	Street Maintenance	32,479.64	32,479.64
307-355-700000	Professional Services	5,448.34	5,448.34
309-355-700000	Professional Services	3,658.33	3,658.33
451-155-700011	Legal Services-Litigation	3,834.02	3,834.02
600-000-490100	Transfer In- General Fund	(40,965.00)	(40,965.00)
600-252-950237	Parks Refurbishment Project	3,436.00	3,436.00
600-254-950410	NPDES Permit & Fees	37,529.00	37,529.00
Grand Total:		<u>1,252,028.28</u>	<u>1,252,028.28</u>

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	<u>1,252,028.28</u>	<u>1,252,028.28</u>
Grand Total:	<u>1,252,028.28</u>	<u>1,252,028.28</u>

Attachment: Payables Detail Report - January 10, 2023 (3050 : Warrant Register, January 10, 2023)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 10, 2023
TO: Mayor and Council Members
FROM: Irwin Bornstein
Interim Finance Director
ISSUE: Treasurer's Investment Report for October 2022

RECOMMENDATION: That the City Council receive and file the Treasurer's Investment Report for the month of October 2022.

SUMMARY:

The Treasurer's Investment Report for the month of October 2022 is submitted herewith. The City's total portfolio as of October 31, 2022 was \$20,995,732. The portion of the total portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled \$18,732,162. Fiscal and custodial agents managed an additional \$2,263,571, utilizing demand deposits, money market fund and LAIF investments.

Interest income for the month of October was \$9,118. FY 2022-23 year-to-date interest earnings of \$57,721 are 58% of the annual budget of \$100,000. The unrealized loss on the portfolio as of October 31 was \$299,655, based on market value information provided by LAIF. This is the result of the rising interest rate environment. However, by law the City is guaranteed to receive the full book value of all LAIF deposits at the time of withdrawal.

The average yield on the City's total portfolio for the month of October was 1.74%, compared to the prior month of 1.28% and compared to the LAIF average monthly yield for October of 1.77%, the average three-month bank CD rate of 3.85%. and US Treasury bill rates of 4.16%, 4.62%, and 4.67% for three-month, six-month and one-year

Treasurer's Report for October 2022

January 10, 2023

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maturities, respectively. The improvement in portfolio yield in October compared to September was the result of a \$3.5 million transfer from Union Bank to LAIF, as well as higher yields on existing investments.

Cash and investment balances in total decreased during October by \$563,659, from \$21,559,391 to \$20,995,732, and are not expected to increase in any significant degree until December, when substantial property tax receipts for FY 2022-23 begin to occur.

The \$3.5 million transfer from Union Bank to LAIF in October put the total percentage of the City-managed portfolio represented by LAIF investments at 83%, which exceeded the 75% limit set forth in the City's investment policy. This condition will be corrected in December.

ATTACHMENTS:

- Treasurer's Investment Report - October 2022

**City of Laguna Hills
Treasurer's Investment Report
October 2022**

Type of Investment	Market Value	Book Value	% of Portfolio	Maximum Policy Limit	Weighted Average Remaining Life Days	Yield to Maturity for Month (Annualized)
<u>Cash, Deposits and Investments Managed by City Treasurer:</u>						
Cash on Hand	\$ 2,000	\$ 2,000	0%		-	-
Demand Deposits ^a	1,749,936	1,749,936	9%		1	0.35%
Certificates of Deposit	70,502	70,502	0%	50%	60	5.12%
State Local Agency Investment Fund (LAIF)	15,275,690	15,575,345	83%	75%	1 ^b	1.77%
Investment Trust of California (CalTRUST)	1,334,379	1,334,379	7%	75%	1 ^b	2.83%
	<u>18,432,507</u>	<u>18,732,162</u>	<u>100%</u>			<u>1.73%</u>
<u>Deposits and Investments With Fiscal and Custodial Agents:</u>						
Demand Deposits	468,064	468,064			1	0.02%
Government Money Market Fund	1,401,600	1,401,600			1	2.51%
State Local Agency Investment Fund (LAIF)	393,906	393,906				1.77%
	<u>2,263,571</u>	<u>2,263,571</u>				<u>1.87%</u>
Totals	<u>\$ 20,696,078</u>	<u>\$ 20,995,732</u>				<u>1.74%</u>

Interest Earnings

For the month of October 2022	\$ 9,118
FY 2022-23 to Date	57,721
FY 2022-23 Budget	100,000
Unrealized Gain/(Loss) as of October 31, 2022	(299,655)

Investment Transactions For the month of October 2022

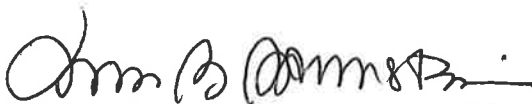
- Investments Managed by the City Treasurer -

	Date	Deposits	Withdrawals	Balance
State Local Agency Investment Fund (LAIF):				
Balance at September 30, 2022				\$ 12,034,395
Transfer from Union Bank	10/6/2022	3,500,000		3,500,000
Interest Reinvestment	10/14/2022	40,950		40,950
Balance at October 31, 2022				<u>\$ 15,575,345</u>
Investment Trust of California (CalTRUST):				
Balance at September 30, 2022				\$ 1,331,180
Dividend Reinvestment	10/31/2022	3,199		3,199
Balance at October 31, 2022				<u>\$ 1,334,379</u>

City Portfolio	Comparative Yields				
Average Weighted Yield	LAIF	3-Month CD	3-Month T-Bill	6-Month T-Bill	1-Year T-Bill
1.74%	1.77%	3.85%	4.16%	4.62%	4.67%

Certification:

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on December 13, 2022, except for the 83% of the portfolio invested in LAIF, which exceeds the maximum 75% stated in the City's investment policy. This will be corrected in December 2022. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.



Irwin B. Bornstein
Interim Finance Director/Deputy City Treasurer

Cash Receipts and Disbursements by Fund

Fund	10/1/2022	Receipts	Disbursements	Balance 10/31/2022
General	\$ 9,989,538	\$ 1,187,862	\$ 1,947,769	\$ 9,229,631
MGP Development Application - VALH Project	(75)			(75)
Gas Tax	318,711	69,986		388,697
SB1 RMRA	57,436	58,874		116,310
Measure M	(2,847)		163	(3,011)
AB 2766	226,997			226,997
Senior Mobility Program	177,887		345	177,542
CARITS	1,276,481			1,276,481
Beverage Recycling	8,549			8,549
CR&R Recycling Fee	189,069			189,069
C&D Forfeited Deposits	(1,736)	675	9,624	(10,685)
SB 1383 Grant	44,872			44,872
Quimby Act Park In Lieu Fee - VALH	2,000,000			2,000,000
CASp	26,798			26,798
Water Conservation	343,539			343,539
Grants and Contributions	(137,212)	690		(136,522)
Public Art	192,180			192,180
Public Art - VALH MGP	350,000			350,000
Law Enforcement - State	-	77,268		77,268
CARES Act Assistance - State	413			413
American Rescue Plan Act	3,732,689			3,732,689
Liability Self-Insurance	104,031		970	103,061
Parks Equipment Maintenance	365,700			365,700
Sports Complex Equipment Maintenance	120,000			120,000
Community Center Equipment Maintenance	120,000			120,000
Storm Drain/Slope Repair Reserve	31,771			31,771
Debt Service	1,789,854	5,652		1,795,507
Business Type - City Hall	234,746	133,829	139,624	228,950
TOTALS	\$ 21,559,391	\$ 1,534,837	\$ 2,098,495	\$ 20,995,732

Deposits and Investments Detail

	Market Value	Book Value	Purchase Date	Maturity Date	Remaining Life Days	Yield
Deposits and Investments Managed by City Treasurer:						
Demand Deposits ^a						
Bank of the West - Account ending 0838	\$ 2,065,967	\$ 2,065,967			1	0.35%
Union Bank - Account ending 1077	310	310			1	0.50%
Less: Net Reconciling Items	(316,341)	(316,341)				
Total Demand Deposits	\$ 1,749,936	\$ 1,749,936			1	0.35%
Multiple Maturity Certificates of Deposit						
Bank of America - Account ending 0905	\$ 20,000	\$ 20,000	10/17/2022	4/16/2023	167	5.12%
Bank of America - Account ending 1155	50,502	50,502	5/19/2022	11/18/2022	18	5.12%
Total Certificates of Deposit	\$ 70,502	\$ 70,502			60	5.12%
State Local Agency Investment Fund (LAIF)						
Account ending 407	\$ 15,275,690	\$ 15,575,345			1 ^b	1.77%
Investment Trust of California (CalTRUST)						
BlackRock FedFund (TFDXX) - Account ending 273-10	\$ 1,334,379	\$ 1,334,379			1 ^b	2.83%
Deposits and Investments With Fiscal and Custodial Agents:						
Bank of New York Mellon Trust Company - Fiscal Agent:						
2010 Lease Payment Fund:						
JP Morgan US Treasury Plus Premier #3920	\$ 1,400,267	\$ 1,400,267	2/18/2010	On Demand	1	2.51%
2010 Reserve Fund:						
State Local Agency Investment Fund (LAIF)						
Account ending 056 ^c	393,906	393,906	1/26/2010	Restricted		1.77%
JP Morgan US Treasury Plus Premier #3920	1,334	1,334		On Demand	1	2.51%
	1,795,507	1,795,507				
Demand Deposits with Custodial Agents:						
Essex Realty Management Inc. - Custodial Agent ^d :						
Community Center Building Management						
Pacific Western Bank - Account ending 2974	213,510	213,510	On Demand	On Demand	1	-
Civic Center Leasing Operations						
Union Bank - Account ending 3422 ^e	76,210	76,210	On Demand	On Demand	1	-
Union Bank - Money Market Account ending 6762	152,740	152,740	On Demand	On Demand	1	0.05%
WEX Health Inc. - Custodial Agent ^f :						
Flexible Spending Account	25,604	25,604	On Demand	On Demand	1	-
	468,064	468,064				0.02%
	\$ 2,263,571	\$ 2,263,571				

FOOTNOTES TO THE TREASURER'S INVESTMENT REPORT – OCTOBER 2022

^a Represents total bank balances of \$2,066,277.02, less a net total amount of reconciling items (primarily, deposits in transit and outstanding checks) of \$ -316,341.43.

^b Remaining life days is noted in this report as one day for both the State Local Agency Investment Fund (LAIF) and the Investment Trust of California (CalTRUST), because the funds can be withdrawn within one day's notice without penalty from both of these investment vehicles. The weighted average maturity for the investments within these funds as of September 30, 2022 is as follows:

State Local Agency Investment Fund (LAIF)	304 days
Investment Trust of California (CalTRUST): BlackRock FedFund (TFDXX)	17 days

^c State Local Agency Investment Fund (LAIF) balances held by Bank of New York Mellon Trust Company as trustees of Certificates of Participation related to the 2010 Refinancing Project are reported at market value in the City's general ledger.

^d Custodial accounts are maintained by Essex Realty Management, Inc. for the property management of the Laguna Hills Community Center and Civic Center. Essex Realty Management, Inc. manages these funds in accordance with the property management agreements. Funds are held in demand accounts established by Essex as an agent for the City of Laguna Hills. Funds are liquid and are utilized to fund operating expenditures as budgeted.

^e Represents bank balance of \$71,013.64 plus reconciling item (deposit in transit) of \$5,196.49.

^f The City provides an IRC Section 125 Flexible Spending Account (FSA) for eligible employees. The third-party administrator (TPA) for the FSA is WEX Health Inc. (WEX). Funds provided to WEX for the administration of the plan are held in a custodial account with Bell State Bank & Trust, Fargo, ND, and remain the asset of the City. As custodian and TPA, WEX makes distributions from the account in accordance with the FSA plan document or as otherwise agreed upon or directed by the City. Funds may be withdrawn by the City at any time and are subject to the City's creditors in the same manner as with its other demand deposit accounts.



PMIA/LAIF Performance Report as of 12/07/22



PMIA Average Monthly Effective Yields⁽¹⁾

November	2.007
October	1.772
September	1.513

Quarterly Performance Quarter Ended 09/30/22

LAIF Apportionment Rate ⁽²⁾ :	1.35
LAIF Earnings Ratio ⁽²⁾ :	0.00003699565555327
LAIF Fair Value Factor ⁽¹⁾ :	0.980760962
PMIA Daily ⁽¹⁾ :	1.63%
PMIA Quarter to Date ⁽¹⁾ :	1.29%
PMIA Average Life ⁽¹⁾ :	304

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 10/31/22 \$215.3 billion

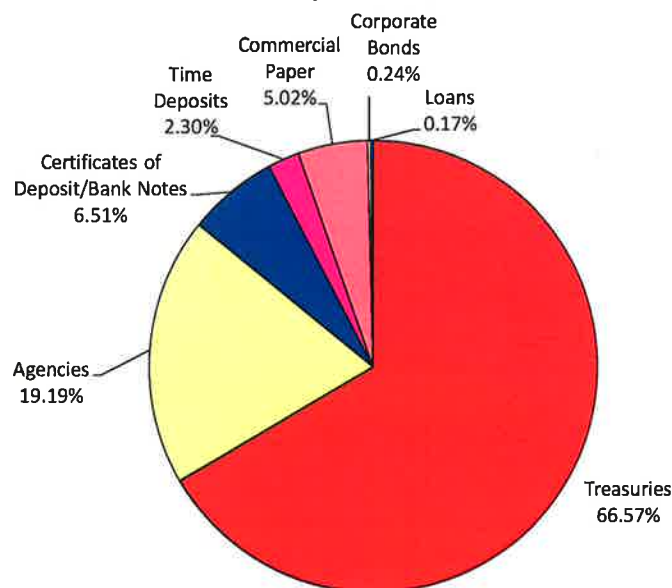


Chart does not include \$3,715,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



Carrying Cost Plus			
Description	Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	\$ 41,973,670,327.59	\$ 42,029,824,500.00	NA
Notes	\$ 101,336,838,099.48	\$ 97,612,493,500.00	\$ 272,906,659.00
Federal Agency:			
SBA	\$ 350,862,850.97	\$ 351,144,378.20	\$ 630,490.07
MBS-REMICs	\$ 3,715,157.23	\$ 3,669,435.05	\$ 16,655.51
Debentures	\$ 8,568,492,588.57	\$ 8,313,681,450.00	\$ 24,225,208.75
Debentures FR	\$ -	\$ -	\$ -
Debentures CL	\$ 2,550,000,000.00	\$ 2,465,259,000.00	\$ 15,440,227.50
Discount Notes	\$ 27,614,627,937.56	\$ 27,666,879,500.00	NA
Supranational Debentures	\$ 2,229,190,558.99	\$ 2,128,898,500.00	\$ 6,096,612.10
Supranational Debentures FR	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -
Bank Notes	\$ 100,000,000.00	\$ 99,788,196.26	\$ 1,033,333.33
CDs and YCDs	\$ 13,900,000,000.00	\$ 13,863,433,133.84	\$ 87,098,625.01
Commercial Paper	\$ 10,795,126,388.86	\$ 10,840,224,777.83	NA
Corporate:			
Bonds FR	\$ -	\$ -	\$ -
Bonds	\$ 521,177,466.73	\$ 489,615,990.00	\$ 3,089,902.88
Repurchase Agreements	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -
Time Deposits	\$ 4,959,000,000.00	\$ 4,959,000,000.00	NA
PMIA & GF Loans	\$ 367,981,000.00	\$ 367,981,000.00	NA
TOTAL	\$ 215,270,682,375.98	\$ 211,191,893,361.18	\$ 410,537,714.15

Fair Value Including Accrued Interest	\$	211,602,431,075.33
---------------------------------------	----	--------------------

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).



Pooled Money Investment Account

Portfolio as of 09-30-2022

PAR VALUES MATURING BY DATE AND TYPE

Maturities in Millions of Dollars¹

ITEM	1 day to 30 days	31 days to 60 days	61 days to 90 days	91 days to 120 days	121 days to 150 days	151 days to 180 days	181 days to 210 days	211 days to 270 days	271 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 year/out	Total	Weight (% of Total)
TREASURY	\$ 10,700	\$ 10,050	\$ 9,800	\$ 5,750	\$ 8,600	\$ 12,650	\$ 1,150	\$ 9,150	\$ 20,100	\$ 43,000	\$ 16,950	\$ 800	\$ 300	\$ 149,000	66.43%
AGENCY ²	\$ 7,685	\$ 4,200	\$ 3,625	\$ 3,156	\$ 3,400	\$ 4,475	\$ 2,300	\$ 4,660	\$ 3,865	\$ 3,755	\$ 2,725	\$ 1,000	\$ 350	\$ 45,196	20.15%
CDs + BNs	\$ 4,510	\$ 1,400	\$ 1,950	\$ 1,700	\$ 1,650	\$ 1,300	\$ 1,400	\$ 50	\$ 400					\$ 14,360	6.40%
CP	\$ 3,050	\$ 2,450	\$ 1,550	\$ 1,450	\$ 750	\$ 900	\$ 200							\$ 10,350	4.61%
TDs	\$ 1,239	\$ 694	\$ 1,502	\$ 567	\$ 204	\$ 704								\$ 4,909	2.19%
CORP BND				\$ 55		\$ 20	\$ 25		\$ 25	\$ 79	\$ 123	\$ 74	\$ 75	\$ 476	0.21%
REPO														\$ -	0.00%
BAs														\$ -	0.00%
TOTAL	\$ 27,183	\$ 18,794	\$ 18,427	\$ 12,678	\$ 14,604	\$ 20,049	\$ 5,075	\$ 13,860	\$ 24,390	\$ 46,834	\$ 19,798	\$ 1,874	\$ 725	\$ 224,291	100.00%
Percent	12.12%	8.38%	8.22%	5.65%	6.51%	8.94%	2.26%	6.18%	10.87%	20.88%	8.83%	0.84%	0.32%		
Cumulative %	12.12%	20.50%	28.71%	34.37%	40.88%	49.82%	52.08%	58.26%	69.13%	90.01%	98.84%	99.68%	100.00%		

¹ Figures are rounded to the nearest million. Percentages may be off due to rounding. Totals do not include PMIA and General Fund loans.

² SBA Floating Rate Securities are represented at coupon change date. Mortgages are represented at current book value.

BlackRock Liquidity Funds

FedFund (Institutional shares)

October 2022 Factsheet

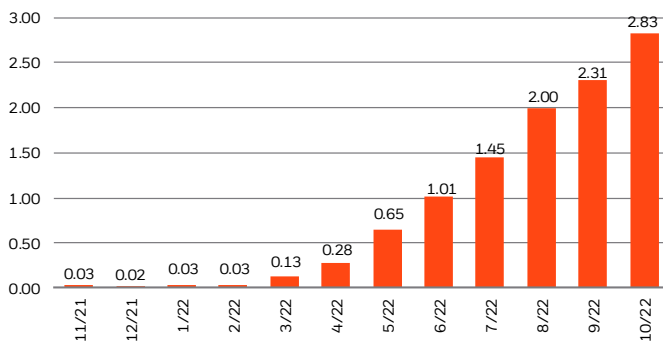
Investment objective

FedFund seeks as high a level of current income as is consistent with liquidity and stability of principal.

Investment policy

FedFund invests at least 99.5% of its total assets in cash, U.S. Treasury bills, notes and other obligations issued or guaranteed as to principal and interest by the U.S. Government, its agencies or instrumentalities, and repurchase agreements secured by such obligations or cash.

Performance (30-day yield %)*,1



7-day SEC yield as of 10/31/22 was 2.87%².

* Sources: BlackRock, Inc. and JP Morgan.

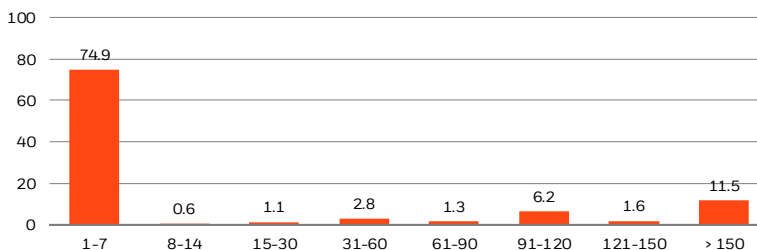
The investment advisor and/or other service providers for the BlackRock FedFund (Institutional Shares) sometimes waive a portion of their fees or reimburse expenses to the Fund. When they do, operating expenses are reduced and total returns to shareholders in the Fund increase. These waivers and reimbursements can be discontinued at any time. Without such waivers and reimbursements, which were in effect for all or a portion of the period shown, the 7-day SEC yield would be 2.86%².

% Net total return³ (9/30/22)

1 year	3 year	5 year	10 year	Since inception
0.66	0.49	1.03	0.60	2.84

Performance data represents past performance and does not guarantee future results. Yields will vary. Current performance may be lower or higher than the performance data quoted. Please call 800-441-7450 or log on to www.blackrock.com/cash to obtain performance data current to the most recent month-end.

% Maturity distribution (days)

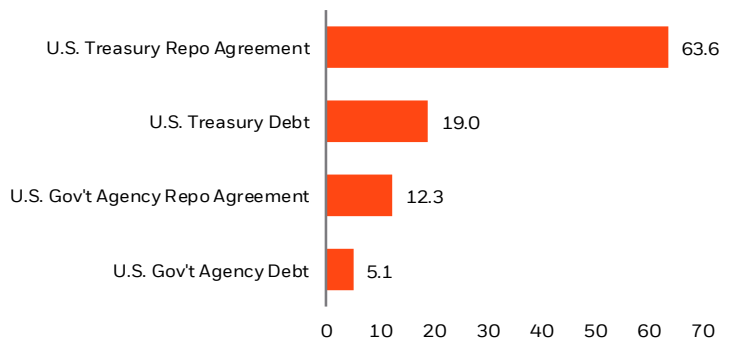


Fund details

Symbol	TFDXX
Size	\$146,146.4 million
Inception	October 1, 1975
Strategy	Government
Fund type	Institutional
NAV type	Constant
Minimum investment	\$3 million
Trading deadline	5pm (ET)
Weighted average maturity (WAM) ⁴	17 days
Weighted average life (WAL) ⁵	41 days
Standard and Poor's ⁶	AAAm
Moody's ⁶	Aaa-mf
Gross expense ratio [†]	0.19%
Net expense ratio [†]	0.17%
CUSIP #	09248U700
Portfolio #	0081

[†] Expenses are as of the most current prospectus. Investment dividend expense, interest expense, acquired fund fees and expenses and certain other fund expenses are included in the Net. BlackRock may contractually agree to waive or reimburse certain fees and expenses until a specified date. Contractual waivers are terminable upon 90 days' notice by a majority of the fund's non-interested trustees or by a vote of the majority of the outstanding voting securities of the fund. The investment advisor and/or other service providers may also voluntarily agree to waive certain fees and expenses which can be discontinued at any time without notice. When waivers or reimbursements are in place, the operating expenses are reduced and total returns to the shareholder in the fund increase. Please see the prospectus for additional information.

Asset allocation %[†]



[†] Does not reflect other receivables and payables.

Important Notes

You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time.

This material is not intended to be relied upon as a forecast, research or investment advice, and is not a recommendation, offer or solicitation to buy or sell any securities or to adopt any investment fund strategy. The opinions expressed may change as subsequent conditions vary.

This material must be preceded or accompanied by a prospectus (<https://www.blackrock.com/cash/literature/prospectus/pro-brliquidity-institutionalshares-feb.pdf>).

¹ Average annualized 30-day SEC yields are based on net investment income excluding distributed gains or losses for the period shown. Past performance is no guarantee of future results. Yields will fluctuate as market conditions change. ² The 7-Day yield is computed in accordance with methods prescribed by the SEC. The 7-Day SEC yield excludes distributed capital gains/losses. ³ The fund's current yield more closely reflects the current earnings of the fund than the total net return quotations. ⁴ Weighted Average Maturity: Calculated by the final maturity for a security and the interest rate reset date held in the portfolio. This is a way to measure a fund's sensitivity to potential interest rate changes. ⁵ Weighted Average Life: Measurement of a fund's sensitivity to a deteriorating credit environment; potential credit spread changes or tightening liquidity conditions. The WAL calculation is based on a security's stated final maturity date or, when relevant, the date of the demand feature when the fund may receive payment of principal and interest. ⁶ BlackRock provides compensation in connection with obtaining or using third-party ratings and rankings. The Fund is currently rated by S&P and Moody's. Ratings by S&P and Moody's apply to the credit quality of a portfolio and are not a recommendation to buy, sell or hold securities of a Fund, are subject to change, and do not remove market risks associated with investments in the Fund. For complete information on the methodology used by each rating agency, please visit the following websites.

S&P - http://www.standardandpoors.com/en_US/web/guest/article/-/view/sourcelid/504352;

Moody's - https://www.moody.com/researchdocumentcontentpage.aspx?docid=PBC_79004.

All portfolio information provided is as of October 31, 2022 unless otherwise noted, and is subject to change.

Prepared by BlackRock Investments, LLC, member FINRA

FOR MORE INFORMATION: Visit www.blackrock.com/cash or email cashmgmt@blackrock.com

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City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 10, 2023

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: Retirement Plan Consulting Services Agreement with Shuster Advisory Group, LLC, for Defined Contribution Plan Consulting and Investment Fiduciary Services

RECOMMENDATION: That the City Council:

- 1) Approve and authorize the City Manager to execute a Retirement Plan Services Agreement with Shuster Advisory Group, LLC for defined contribution plan consulting and investment fiduciary services (Attachment 1);
 - 2) Approve the consolidation of the 457(b), 401(a), Retirement Health Savings (RHS) and Part-Time, Temporary and Seasonal (PTS) record keeping services to a single provider, MissionSquare;
 - 3) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California Authorizing the Transition of the City's Defined Contribution Plan for Eligible Employees from Public Agency Retirement to the ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust." ;
 - 4) Authorize the City Manager to execute the necessary service provider agreements related to the administration of the defined contribution plans; and
 - 5) Appoint the City Manager as the contract administrator for the City's 457(b), 401(a), Retirement Health Savings (RHS) and Part-Time, Temporary and Seasonal (PTS) defined contribution plans.
-

SUMMARY:

The City of Laguna Hills believes that providing employees with a competitive salary and benefits package enables us to attract and retain highly competent employees. Accordingly, the City provides its employees with deferred compensation plans to encourage and assist with retirement planning. One provider – MissionSquare, formerly ICMA-RC - currently provides 457(b), 401 (a), Part-Time Temporary, and Seasonal (PTS) and Retirement Health Savings (RHS) plan services, and (Public Agency Retirement Services (PARS) administers the City's other 401(a) plan. At no cost to the City, Shuster Advisory Group, LLC (Shuster) issued a Request For Information (RFI) to the plan providers and conducted an analysis of the fees charged to participants, plan documents and investments options. Because of Shuster's understanding of the defined contribution marketplace and their proven financial negotiation skills, they were able to negotiate a significant reduction (90%) in administrative costs to plan participants (employees) and identified areas our plans could be improved. Staff is recommending that the City Council approve a retirement plan consulting services agreement with Shuster Advisory Group for defined contribution plan consulting and investment fiduciary services.

BACKGROUND:

Under Section 457(b) of the Internal Revenue Code (IRC), government entities may sponsor a deferred compensation plan, while meeting fiduciary responsibilities under California law, to allow employees to defer income tax on retirement savings into future years. Currently, the City is providing an employer-sponsored deferred compensation plan under Section 457(b) with one provider: MissionSquare. Alongside the 457(b) Plan, the City also offers separate defined contribution plans under 401(a) of the IRC, which are with MissionSquare and Public Agency Retirement Services (PARS).

Under Section 457(b) and Section 3121(b) of the Internal Revenue Code, government entities may sponsor a retirement alternative, or in-lieu plan, to Social Security for all part-time, seasonal and temporary employees (also known as an OBRA plan), while meeting fiduciary responsibilities under California law. An employee is required to contribute a stated percentage of his or her compensation on a pre-tax basis to a retirement account providing tax-deferred growth. The City currently provides a Part-Time, Temporary and Seasonal Plan ("PTS Plan"), or OBRA plan, with MissionSquare, with the part-time employees paying 3.75% toward the plan, and the City also contributing 3.75% toward the plan.

Retirement Plan Consulting Services Agreement

January 10, 2023

Page 3

Additionally, the City provides a Retirement Health Savings Program (“RHS Plan”) to some employees that is with MissionSquare. This plan provides participants the benefit of tax-free reimbursements for qualified medical expenses upon separation from employment.

As the plan sponsor, the City has certain fiduciary duties and responsibilities under State law (California State Constitution, Article XVI Section 17). These duties and responsibilities focus on ensuring that the operation and investment of the public retirement plan is for the exclusive purpose of providing benefits to participants and beneficiaries. Fiduciary responsibilities include:

- Investing the assets of the plan;
- Administering the plan; and,
- Engaging in a prudent process for making all decisions related to the operation of the plan, including decisions related to the plan's investments and related services.

As the plan sponsor, the City has the right to contract with third-party service providers in fulfilling the City’s responsibilities for the plans. The City currently utilizes MissionSquare and PARS to provide record keeping and administration services for the plans. These record keepers are not fiduciaries to the plans. Due to increased regulatory responsibilities and the complexity of the investment process and associated responsibilities, staff sought to learn more about trends affecting the employer sponsored retirement plan marketplace and laws governing fiduciary requirements for the operation of the City’s sponsored plans.

Staff learned of Shuster Advisory Group, LLC and the significant value Shuster’s consulting and fiduciary services provided to other municipalities and agencies. Staff met with Shuster to find out more about their process and the results Shuster obtained for other cities. Shuster provides fiduciary and consulting services to many Southern California cities and agencies including San Juan Capistrano, El Segundo, Arcadia, Rancho Mirage, Beverly Hills, and more. A list of Shuster client cities/agencies is provided in Attachment 2. These agencies utilize Shuster to evaluate their contract terms, plan fees and investments with their current providers. Shuster’s work has always resulted in client cities greatly reducing their plan fees and enhancing their investment options.

Retirement Plan Consulting Services Agreement

January 10, 2023

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At no cost to the City, Shuster conducted a review of City's existing plans including a Request for Information ("RFI") to the City's incumbent providers. The RFI included a review of all contract related data, including but not limited to: administrative fees associated with the plans, investment options, asset values, fixed account interest rates, and additional fees that may be charged by the plans. Utilizing the information obtained through the RFI and with staff authorization, Shuster obtained pricing from other leading record keepers to determine whether the incumbent plans were competitive and fees assessed were reasonable.

Based on Shuster's analysis, staff determined that economies of scale are not being utilized by having the 457(b) and 401(a) plans with two record keepers, and plan participants as a whole would benefit by consolidating the plans with a single record keeper, MissionSquare. Shuster provided a proposed comprehensive institutional class investment menu for the 457(b) and 401(a) plans that is lower in cost than the current menus and provides a higher blended fixed interest rate to plan participants. By aggregating plan assets and implementing the new investment menu, the City would: 1) reduce plan and investment fees; 2) enhance the investment options; and, 3) provide participants a competitive fixed interest rate. Shuster will provide ongoing plan services to the city and employees as listed Attachment 1. With the combination of the fee reduction and enhanced investment options, staff estimates participant accounts as a whole will benefit \$1.26m, \$4.04m and \$9.6m over the next 10, 20 and 30 years, respectively (assumes no future contributions or distributions are made and an overall 1% higher annual rate of return).

Staff recommends that the City Council approve the consolidation of the 457(b), 401(a), RHS, and PTS plans to a single recordkeeping platform with MissionSquare and engage Shuster to provide investment advisory and consulting services. By consolidating the plans with MissionSquare, participants will benefit from a 90% reduction in plan record keeping costs, and a 54% reduction in total plan costs, inclusive of the Shuster consultant fee. Shuster would assist the City with consolidating the deferred compensation plans and assist the City in performing its fiduciary responsibilities with respect to applicable IRC and California law. Shuster would also assist the City in educating our employees with the goal of increasing participation and help employees become more retirement ready.

Pending City Council approval of the recommended action, staff and Shuster will begin the product conversion process with a targeted completion in April 2023. Shuster would provide conversion support services, including the review and consultation on plan

Retirement Plan Consulting Services Agreement

January 10, 2023

Page 5

design and provisions. Shuster and MissionSquare would also provide participant communications and education on-site and via web meetings.

FISCAL IMPACT:

There is no direct fiscal impact to the City. The fee for Shuster's services is \$1,500 per month, paid by plan assets.

ATTACHMENTS:

- Proposed Retirement Consulting Services Agreement
- List of Shuster City/Agency Clients
- Proposed Resolution Authorizing the Transition from PARS to ICMA-RC

RETIREMENT PLAN CONSULTING SERVICES AGREEMENT

This agreement ("Agreement") is entered into between **Shuster Advisory Group, LLC** ("CONSULTANT"), a California limited liability company, and **City of Laguna Hills, CA** ("CITY"), a public agency, as of January 10, 2023.

CITY, as the responsible plan fiduciary for the **City of Laguna Hills 457(b), 401(a), 457(b) PTS, & RHS** Plans as further identified in Appendix B, desires to engage CONSULTANT to provide the services described in this Agreement according to the terms of this Agreement.

1. **Consideration.**

- (A) As partial consideration, CITY acknowledges and agrees to all statements made in the attached "Appendix A";
- (B) As additional consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- (C) As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- (D) As additional consideration, CITY agrees CONSULTANT shall receive compensation as specified in section 4, Compensation, below.

2. **Term.** The term of this Agreement will commence January 10, 2023. Unless otherwise determined by written amendment between the parties, this Agreement will terminate as described below.

3. **Services.** CONSULTANT agrees to provide the following services to CITY:

- (A) **Fiduciary Services:** CONSULTANT will perform the Fiduciary Services described in Appendix C.
- (B) **Non-Fiduciary Services:** CONSULTANT will perform the Non-Fiduciary Services described in Appendix D.
- (C) CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

4. **Compensation.** The compensation, direct and indirect, of CONSULTANT for the performance of the Services is described in Appendix E.

5. **Performance Standards.** While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have thirty (30) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

6. **Time of Performance.** CONSULTANT shall perform its services in a prompt and timely manner and shall commence performance upon full endorsement by the Parties and commencement of this agreement.
7. **Use of Subcontractors.** CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement.
8. **Insurance.** Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance complying with the requirements set forth below.
 - (A) Additional Insured. All policies, except for the Workers' Compensation and Professional Liability policies shall contain additional endorsements naming CITY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder and to state that insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto.
 - (B) Certificates of Insurance. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time.
 - (C) Policy Cancellation and Renewal. CONSULTANT shall provide the CITY at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement. If any of the required coverage is cancelled or expires during the term of this Agreement, the CONSULTANT shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the CITY within ten (10) days of the effective date of cancellation or expiration but at no time shall the CONSULTANT be without the coverage required under this Agreement.
 - (D) Qualifying Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
 - (E) Commercial General Liability. The CONSULTANT shall carry General Liability Insurance covering all operations performed by or on behalf of the CONSULTANT providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - (i) Premises operations and mobile equipment.
 - (ii) Products and completed operations.
 - (iii) Broad form property damage (including completed operations)
 - (iv) Explosion, collapse and underground hazards.
 - (v) Personal Injury
 - (vi) Contractual liability
 - (vii) \$2,000,000 general aggregate limit
 - (F) Workers' Compensation. A program of Workers' Compensation insurance or a State-approved Self- Insurance

Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this Agreement.

If CONSULTANT has no employees, it may certify or warrant to CITY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by CITY.

- (G) Professional Liability. Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the Agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, CONSULTANT shall obtain continuing insurance coverage for the prior acts or omissions of CONSULTANT during the course of performing services under the term of the Agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.
- (H) Automobile. CONSULTANT shall ensure that employees maintain automobile liability insurance in accordance with California requirements for their personal vehicles when personal vehicles are used in the course of providing services to the CITY.

9. Indemnification.

- (A) CONSULTANT agrees to indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's active negligence or willful misconduct.
- (B) CONSULTANT agrees to indemnify and hold CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's active negligence or willful misconduct.
- (C) As investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable, CITY agrees to indemnify CONSULTANT and all its officers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from personal investment selections of plan participants and the performance of such investments, except for such loss or damage arising from CONSULTANT's negligence or willful misconduct.
- (D) It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- (E) The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT

as required by the Agreement, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. **Notice.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
Attn: City Manager

CONSULTANT
Shuster Advisory Group, LLC
225 South Lake Ave., Suite 600
Pasadena, CA 91101
Attn: Mark Shuster

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) delivered electronically, (iii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iv) sent via a nationally recognized overnight courier service to the address in Appendix B and CONSULTANT's address 225 S. Lake Ave., Ste. 600, Pasadena, CA 91101, or such other address as any party shall have designed by notice in writing to the other party. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

11. **Independent Contractor.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

12. **Representations of CITY.** CITY represents and warrants as follows:

- (A) It is the responsible plan fiduciary for the control and/or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan. CONSULTANT is entitled to rely upon this statement until notified in writing to the contrary.
- (B) The person signing the Agreement on behalf of CITY has all necessary authority to do so.
- (C) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. The signatory on behalf of CITY represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by CONSULTANT.
- (D) The Plan and related Trust permit payment of fees out of Plan assets. CITY has determined that the fees charged by CONSULTANT are reasonable and are the obligation of the Plan; however, if CITY desires, it may pay the fees directly, rather than with Plan assets.

13. Representation of CONSULTANT. CONSULTANT represents as follows:

- (A) CONSULTANT is registered as an investment adviser (“RIA”) under the Investment Advisers Act of 1940.
- (B) The person signing this agreement on behalf CONSULTANT has the power and authority to enter into and perform this Agreement.

14. Standard of Care.

- (A) CONSULTANT will perform the Fiduciary Services described in Appendix C to the Plan in accordance with the standard of care of the prudent man rule set forth in the Investment Adviser Act of 1940.
- (B) CONSULTANT will perform the Non-Fiduciary Services described in Appendix D using reasonable business judgment and shall not be liable for any liabilities and claims arising thereunder, unless directly arising from CONSULTANT’s misconduct or negligence.

15. Termination.

- (A) Either party may terminate this Agreement upon 30 days prior written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of section 8, 17, and 18) shall survive any expiration or termination of this Agreement. Upon termination, CONSULTANT will have no further obligation under this Agreement to act or advise CITY with respect to services under this Agreement.
- (B) Either party may terminate this agreement immediately if either party violates or is in perceived violation of Federal and/or State laws governing this agreement.
- (C) Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

16. Ownership of Documents. All documents, data, studies and reports prepared by CONSULTANT under this Agreement are CITY’s property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY’s written notice. CITY agrees that use of CONSULTANT’s completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY’s own risk.

17. Publications of Documents. Except as necessary for performance of service under this Agreement, no copies or work prepared pursuant to this Agreement, except as required by law and/or to satisfy internal compliance requirements, will be released by CONSULTANT to any other person or public CITY without CITY’s prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

18. Right to Monitor. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript there from, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

19. **Permits and Licenses.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary licenses, and certificates that may be required in connection with the performance of services under this Agreement.

20. **Receipt of Disclosure and Consent to Electronic Delivery.** CITY acknowledges receipt and undertakes to review and consider the disclosures made by CONSULTANT (including in this Agreement, the Form ADV Part 2 and CONSULTANT's Privacy Policy), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

Further, CITY consents to electronic delivery (via email or other generally accepted method) of current and future distributions of CONSULTANT's Form ADV Part 2 and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to CONSULTANT.

21. **Conflict of Interest.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

22. **Assignability.** This Agreement is not assignable by either Party hereto without the prior written consent of the other Party.

23. **Waiver.** None of the provisions of this Agreement shall be considered waived unless such waiver is specifically specified in writing. A written waiver of any breach of any provision will not be deemed to be a waiver of any subsequent breach of the same or any other provision.

24. **Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and assigns.

25. **Solicitation.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

26. **Third Party Beneficiaries.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

27. **Entire Understanding and Modification.** This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein. This Agreement can be amended or modified by the written consent of the Parties.

28. **Severability.** If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

29. **Headings.** All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

30. **Facsimile and Electronic Signatures.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or electronically via email. Such facsimile/electronic signature will be treated in all respects as having the same effect as an original signature.
31. **Time Is Of Essence.** Time is of the essence for each and every provision of this Agreement.
32. **Force Majeure.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.
33. **Applicable Law; Forum.** The laws of the State of California shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless otherwise preempted or superseded by federal law.
34. **Arbitration Agreement.** To the extent permitted by law, all controversies between CITY and CONSULTANT, which may arise out of or relate to any of the services provided by CONSULTANT under this Agreement, or the construction, performance or breach of this or any other Agreement between CONSULTANT and CITY, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in Pasadena, Los Angeles County, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.
35. **Entire Agreement.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are two (2) Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.
36. **Rules Of Construction.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
37. **Statement Of Experience.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
38. **Amendment Process.** The Agreement may be modified, by written agreement of both CITY and CONSULTANT.

39. **Waiver of Limitation.** Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which CITY or Plan or any other party may have under federal or state securities laws.
40. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
41. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

This Agreement constitutes both an agreement between the parties and a disclosure statement. The Parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above. This Agreement shall not be binding on CONSULTANT or the CITY until each has accepted it, in writing, as indicated by their signatures below.

CITY: City of Laguna Hills, CA*

Shuster Advisory Group, LLC:

Name: _____

Name: Mark Shuster

Title: _____

Title: Managing Member

Date: _____

Date: _____

ATTEST:

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

Date: _____

*The CITY is signing this Agreement both as the employer that sponsors the Plan and as the fiduciary responsible for selecting the Plan's investments and engaging its service providers.

APPENDIX A – ACKNOWLEDGEMENTS

Client Initials: _____

The CITY acknowledges the following:

1. The CITY, as the responsible plan fiduciary for the Plan(s) as further identified in Appendix B, has the authority to designate investment alternatives under the Plan and the related trust(s), and to enter into an Agreement with third parties to assist in these and related duties.
2. CITY acknowledges that CONSULTANT has no responsibility to provide any services related to the following types of assets: real estate (except for real estate funds and publicly traded REITs); self-directed brokerage accounts or mutual fund windows; in-plan guaranteed income annuity products; participant loans; non-publicly traded partnership interests; other non-publicly traded securities (other than collective trusts and similar vehicles); or other hard-to-value securities or assets.

Such assets (except for real estate funds, publicly traded REITs, and collective trusts and similar vehicles) shall be referred to collectively as "Excluded Assets." The Excluded Assets shall be disregarded in determining the Fees payable to CONSULTANT pursuant to this Agreement, and the Fees shall be calculated only on the remaining assets (the "Included Assets").

3. In performing the Fiduciary Services, CONSULTANT is acting as a fiduciary of the Plan and as a Registered Investment Adviser under the Investment Advisers Act of 1940.
4. In performing the Non-Fiduciary Services, CONSULTANT is not acting as a fiduciary of the Plan.
5. In performing both Non-Fiduciary Services and Fiduciary Services, CONSULTANT does not act as, nor has CONSULTANT agreed to assume the duties of, a trustee or the Plan Administrator, and CONSULTANT has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.
6. CONSULTANT does not provide legal or tax advice.
7. Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable. As a result, CONSULTANT does not and cannot guarantee financial results.
8. CONSULTANT may, by reason of performing services for other clients, from time to time acquire confidential information. CITY acknowledges and agrees that CONSULTANT is unable to divulge to the CITY or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.
9. CONSULTANT is entitled to rely upon all information provided to CONSULTANT (whether financial or otherwise) from reputable third parties or by CITY, CITY's representatives or third-party service providers to CITY, the Plan or the CONSULTANT, without independent verification. CITY

agrees to promptly notify CONSULTANT in writing of any material change in the financial and other information provided to CONSULTANT and to promptly provide any such additional information as may be reasonably requested by CONSULTANT.

10. CONSULTANT will not be responsible for voting (or recommending how to vote) proxies of any publicly traded securities (including mutual fund shares) held by the Plan (or its trust). Responsibility for voting proxies of investments held by the Plan or its trust remain with CITY (or, if applicable, the Plan participants).
11. CITY understands that CONSULTANT: (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even when retirement plans are similar.
12. The person signing the Agreement on behalf of CITY has all necessary authority to do so.
13. The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/ or applicable laws. The signatory on behalf of CITY represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by CONSULTANT.
14. The Plan and related Trust permit payment of fees out of Plan assets. CITY has determined that the fees charged by CONSULTANT are reasonable and are the obligation of the Plan; however, if CITY desires, it may pay the fees directly, rather than with Plan assets.
15. CITY acknowledges receipt and undertakes to review and consider the disclosures made by CONSULTANT (including in this AGREEMENT, CONSULTANT's Form ADV Part 2 and CONSULTANT's Privacy Policy), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.
16. CITY consents to electronic delivery (via email, or other generally accepted method) of current and future distributions of CONSULTANT's Form ADV Part 2 and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to CONSULTANT.
17. CONSULTANT is a partnership and CONSULTANT will notify CITY in writing of any changes to the current partnership agreement.
18. CONSULTANT agrees to take reasonable steps to protect Private Participant Information and Plan Investment Data in its possession;
CONSULTANT is not responsible for the assessment of systems and procedures of third parties for the protection of plan and participant data;

CONSULTANT is not responsible for the actions by or the failure to act by CITY, by other service providers, or by Plan participants to protect Data;

CONSULTANT shall have no liability in the event of a Data breach or a violation of participant privacy rights (under the California Consumer Privacy Act or otherwise) unless said breach is the direct result of, negligence, recklessness or willful misconduct of an employee of the CONSULTANT.

APPENDIX B – CLIENT/PLAN SPONSOR - PLAN INFORMATION

Client Initials: _____

CITY/Plan Sponsor Laguna Hills, CA			
Plan Name 1 City of Laguna Hills 457 Deferred Compensation Plan	Type of Plan ☐ 401(k) ☒ 457(b) ☐ 401(a) ☐ 403(b) ☐ Part-time Seasonal (OBRA) ☐ Retiree Health Savings ☐ Defined Benefit Plan ☐ Other: _____		
Plan Name 2 City of Laguna Hills 401 Qualified Plan	Type of Plan ☐ 401(k) ☐ 457(b) ☒ 401(a) ☐ 403(b) ☐ Part-time Seasonal (OBRA) ☐ Retiree Health Savings ☐ Defined Benefit Plan ☐ Other: _____		
Plan Name 3 City of Laguna Hills PTS Plan	Type of Plan ☐ 401(k) ☒ 457(b) ☐ 401(a) ☐ 403(b) ☐ Part-time Seasonal (OBRA) ☐ Retiree Health Savings ☐ Defined Benefit Plan ☐ Other: _____		
Plan Name 4 City of Laguna Hills RHS Plans	Type of Plan ☐ 401(k) ☐ 457(b) ☐ 401(a) ☐ 403(b) ☐ Part-time Seasonal (OBRA) ☒ Retiree Health Savings ☐ Defined Benefit Plan ☐ Other: _____		
Plan Name 5	Type of Plan ☐ 401(k) ☐ 457(b) ☐ 401(a) ☐ 403(b) ☐ Part-time Seasonal (OBRA) ☐ Retiree Health Savings ☐ Defined Benefit Plan ☐ Other: _____		
Mailing Address 24035 El Toro Road	City Laguna Hills	State CA	Zip Code 92653
Legal Address (☐ Same as Mailing Address)	City	State	Zip Code

APPENDIX C – FIDUCIARY SERVICES

Client Initials: _____

CONSULTANT will perform the following fiduciary services:

1. Development of an Investment Policy Statement (IPS). The IPS establishes the investment policies and objectives for the Plan(s), and shall set forth the asset classes and investment categories to be offered under the Plan(s), as well as the criteria and standards for selecting and monitoring the investments. The CITY shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt the investment policy statement.
2. Consistent with the Investment Policy Statement, CONSULTANT will select the initial investment options within the Plan(s).
3. CONSULTANT will periodically review the investments within the Plan(s) and shall be responsible for making additions/deletions thereto.
4. CONSULTANT will provide periodic investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS, and to make recommendations to maintain, or remove and replace investment options. Reports to include: Market Overview, In-Depth Portfolio Summary, Plan Asset Allocation Analysis and Fund Performance Comparison to the Index.
5. Meet with CITY on a periodic basis to discuss reports and recommendations.
6. Annually review the IPS with the CITY to ensure it continues to meet the CITY's needs.
7. Selection of a default investment for participants who fail to make an investment election.
8. Coordinate the Deferred Compensation Committee meetings, record the meeting minutes and provide minutes to the attending members.

LIMITATIONS ON FIDUCIARY SERVICES

CONSULTANT shall not be responsible or liable for the recommendations of or services rendered by anyone other than CONSULTANT. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of CITY, Plan Sponsor, Record Keeper(s), and/or Third Party Administrator(s).

APPENDIX D – NON-FIDUCIARY SERVICES

Client Initials: _____

CONSULTANT will perform the following Non-Fiduciary services:

1. Provide Plan design consulting and Plan document review
2. Provide vendor management/issue resolution
3. Provide consulting assistance on fiduciary best practices
4. Assist in the transition of previous record-keeper(s) and/or Plan provider(s)
5. Provide custom communications when needed
6. Assist in communications with recordkeeper(s) and/or Plan provider(s)
7. Distribute Plan level newsletters
8. Provide RFP services and Plan fee negotiations
9. Incumbent vendor and fee review
10. Contract review support
11. Employee education
12. Provide assistance with mandatory and optional legislative changes

LIMITATIONS ON NON-FIDUCIARY SERVICES

CONSULTANT shall not be responsible or liable for the recommendations of or services rendered by anyone other than CONSULTANT. CONSULTANT and CITY/Plan Sponsor will work together to determine mutually agreed upon for services requiring both parties coordinate and/or attend. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of CITY, Plan Sponsor, Record Keeper(s), and/or Third Party Administrator(s).

APPENDIX E - FEE SCHEDULE

Client Initials: _____

1. All fees are billed in arrears.
2. The initial fee will be the amount, prorated for the number of days included in the initial billing period from the effective payment start date.
3. If this Agreement is terminated prior to the end of a billing period, CONSULTANT shall be entitled to a fee, prorated for the number of days in the billing period prior to the effective date of termination.
4. All fees will be due and payable within 30 days and are payable to “Shuster Advisory Group, LLC”
5. The annual fee for services shall be as follows:

Beginning with the Effective Date of this Agreement and continuing until the earlier of the date the plans are converted to a new record-keeper and assets from the prior record-keeper are transferred, the date the plans are converted to a new record-keeper and the first payroll deferral is processed by the new record-keeper, or the date it is decided to remain with the incumbent record-keeper and new pricing is implemented, if applicable, (hereafter known as the “Conversion Date”) the fee for service shall be \$1,500.00 per month. Fees will accrue and be paid from Plan assets to CONSULTANT by the record keeper upon the Conversion Date.

After the “Conversion Date”, the fee for service shall be \$1,500.00 per month. Fees will be deducted from Plan assets and will be paid to CONSULTANT by the record-keeper.

At CONSULTANT’s discretion the billing period described above may be adjusted to quarterly.



SHUSTER ADVISORY GROUP, LLC

Cities, Agencies and Public Entities We Proudly Serve

Arcadia	Hemet	Palm Desert
Antelope Valley Medical Center	Hermosa Beach	Pico Rivera
Azusa	Hesperia	Placentia
Baldwin Park	Hesperia Water District	Rancho Mirage
Bell	Huntington Park	Rancho Palos Verdes
Bell Gardens	Indian Wells	Redlands
Bellflower	Inglewood	Rialto
Beverly Hills	Jurupa Valley	Riverside
Canyon Lake	La Mirada	San Bernardino
Carson	La Verne	San Bernardino Water District
Chino	Lakewood	San Dimas
Claremont	Lancaster	San Juan Capistrano
Colton	Lomita	Signal Hill
Commerce	Midway City Sanitation	So. Bay Reg. Public Communications Authority
Conejo Recreation & Park District	Montebello	South Gate
Covina	Monterey Park	Stanton
Downey	Mountains Recreation & Conservation Authority	Stockton
El Segundo	Norwalk	Union City
Fontana	Ontario	Upland
Franklin County	Ontario International Airport Authority	Walnut
Gardena	Oxnard	Whittier
Glendora	Palmdale	

The cities and agencies listed above do not expressly recommend Shuster Advisory Group, LLC, a SEC Registered Investment Advisor.

RESOLUTION NO. 2023-01-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING THE TRANSITION OF THE CITY'S DEFINED CONTRIBUTION PLAN FOR ELIGIBLE EMPLOYEES FROM PUBLIC AGENCY RETIREMENT TO THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PROFIT-SHARING PLAN & TRUST

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Laguna Hills has employees rendering valuable services; and

WHEREAS, the City of Laguna Hills currently participates in the City of Laguna Hills Public Agency Retirement System (PARS) Defined Contribution Plan, effective July 1, 1999; and

WHEREAS, the City has selected MissionSquare (formerly ICMA-RC) as the new provider and wishes to terminate all services, administration, and investment contracts of PARS as Trust Administrator, U.S. Bank, N.A. as Trustee, and John Hancock Retirement Services as Custodian/Record Keeper; and

WHEREAS, the City of Laguna Hills desires that its profit-sharing retirement plan be administered by MissionSquare and that the funds held in such plan be invested in VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans.

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

SECTION 1. The City of Laguna Hills hereby adopts the Declaration of Trust of VantageTrust, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the City of Laguna Hills, if the assets of the plan are to be invested in VantageTrust.

SECTION 2. The City of Laguna Hills hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in VantageTrust.

SECTION 3. The City Manager shall be the coordinator for the Plan; shall receive reports, notices, etc., from ICMA Retirement Corporation or VantageTrust; shall cast, on behalf of the City of Laguna Hills, any required votes under VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments.

SECTION 4. The City of Laguna Hills hereby authorizes the City Manager to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan.

SECTION 5. The City of Laguna Hills PARS Defined Contribution Plan is hereby replaced with the City of Laguna Hills 401(a) Defined Contribution Plan administered by MissionSquare effective April 1, 2023.

SECTION 6. The City Council of the City of Laguna Hills hereby authorizes the liquidation of Plan assets the week of March 20, 2023, and the transfer of assets to MissionSquare/VantageTrust, on or around April 1, 2023.

SECTION 7. Upon the complete and successful transfer of all assets to MissionSquare/VantageTrust, PARS is hereby removed as Trust Administrator, U.S. Bank, N.A. is hereby removed as Trustee, and John Hancock Retirement Services is hereby removed as Custodian/Record Keeper of the City of Laguna Hills PARS 401(a) Defined Contribution Plan and any accounts and agreements associated with the Trust Administrator, Trustee, and Custodian/Recordkeeper shall be terminated.

PASSED, APPROVED, AND ADOPTED this 10th day of January 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK
STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2023-01-10-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 10th day of January 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 10, 2023
TO: Mayor and Council Members
FROM: Irwin Bornstein
Interim Finance Director
ISSUE: Amendment to Fiscal Year 2022-2023 Operating Budget for Security Patrol Services

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Amending the Fiscal Year 2022-2023 Budget by Increasing the Public Safety Department Operating Budget for Private Security Patrol."

BACKGROUND:

The City entered into an agreement with High Level Security Solutions, Inc. (HLSS) to provide properly trained and equipped, uniformed, security officers with marked patrol vehicles to patrol residential neighborhoods, shopping centers, and public facilities within the City on an as-needed basis in order to enhance public welfare and safety. HLSS patrols certain areas of the City at the direction of the City Manager. Depending on the need, one or two guards patrol daily from 8:00 p.m. to 4:00 a.m.

The original term of the agreement was for two (2) months, commencing on August 1, 2022, and ending on October 2, 2022. On September 27, 2022, the City Manager entered into Amendment No. 1 to the Agreement for the purpose of extending the term of the Agreement for two (2) additional months in order to provide for continued, uninterrupted citywide security patrol services to City under the same terms and condition and at the same hourly rates as established and set forth in the Agreement. The Agreement was scheduled to expire on November 30, 2022.

FY 2022-2023 Budget Amendment for Security Patrol Services

January 10, 2023

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At the City Council meeting of November 15, 2022, the Council approved Amendment No. 2 extending the contract term for an additional seven (7) months to June 30, 2023, and increasing the total amount of the contract from \$50,000 to \$140,000, to allow HLSS to provide continued, uninterrupted citywide security patrol services to the City for the remainder of the fiscal year, under the same terms and conditions and at the same hourly rates as established and set forth in the existing Agreement. At the same time, the Council authorized the Interim Finance Director to amend the current budget to provide adequate funding for Amendment No. 2. As such, it is necessary for the City Council to adopt the attached Resolution amending the fiscal year 2022-2023 adopted Budget in the amount of \$90,000.

FISCAL IMPACT:

On October 11, 2022, the City Council approved amending the Fiscal Year 2022-2023 Budget by \$50,000 to fund the contract with HLSS for a period of four (4) months, from August through November, 2022. The attached Resolution would amend the Fiscal Year 2022-2023 budget by an additional \$90,000 to fund this contract for the remaining seven (7) months of the fiscal year.

ATTACHMENTS:

- Proposed Resolution - FY 2022-23 Budget Amendment for Private Security Patrol

RESOLUTION NO. 2023-01-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-2023 BUDGET BY INCREASING THE PUBLIC SAFETY DEPARTMENT OPERATING BUDGET FOR PRIVATE SECURITY PATROL

WHEREAS, the City Council of the City of Laguna Hills approved Resolution No. 2021-06-22-5 on June 22, 2021, adopting the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna for the fiscal years 2021-2022 to 2022-2023 Biennial Budget; and

WHEREAS, the adopted fiscal years 2021-2022 to 2022-2023 Biennial Budget did not include an appropriation for private security patrol; and

WHEREAS, the City Council voted at the October 11, 2022, City Council meeting to amend the fiscal year 2022-2023 Budget by \$50,000 to fund the agreement with High Level Security Services (HLSS) for private security patrol services for a period four months; and

WHEREAS, the City Council voted at the November 15, 2022, City Council meeting to approve Amendment No. 2 to the existing agreement with HLSS for an additional seven months of service and to authorize the Interim Finance Director to amend the fiscal year 2022-2023 Budget by an additional \$90,000.

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

SECTION 1. Adoption of Recitals. The foregoing recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Approval of Budget Amendments. The City Council hereby approves and adopts the proposed amendment to the fiscal year 2022-2023 Operating Budget for private security patrol services, as set forth in the attached Exhibit "A", with the General Fund unassigned fund balance as the funding source.

PASSED, APPROVED, AND ADOPTED this 10th day of January 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2023-01-10-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 10th day of January 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

EXHIBIT A

Proposed Amendment
to the
Fiscal Year 2022-2023 Operating Budget
for
Private Security Patrol

**CITY OF LAGUNA HILLS
PROPOSED BUDGET AMENDMENT
For Fiscal Year 2022-2023**

<u>FUND</u>	<u>DEPARTMENT</u>		<u>Current Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget</u>
	<u>Description</u>				
GENERAL FUND	PUBLIC SAFETY DEPARTMENT				
	Private Security Patrol –		50,000	90,000	140,000
	Contract with High Level Security Solutions, Inc.				
	Total		<u>50,000</u>	<u>90,000</u>	<u>140,000</u>



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 10, 2023
TO: Mayor and Council Members
FROM: Joe Ames, P.E., T.E.
Public Works Director/City Engineer
ISSUE: Budget Amendment for Sidewalk Repairs, CIP No. 106

RECOMMENDATION: That the City Council: 1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Amending the Fiscal Years 2021-2022 & 2022-2023 Biennial Budget to Allocate Funds to Sidewalk Repairs, Capital Improvement Project (CIP) No. 106;" and 2) Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - "Existing Facilities."

SUMMARY:

The City's current 2021-2023 Biennial Budget allocated \$2,900,000 to CIP No. 101, the Citywide Annual Street Maintenance Project, in fiscal year 2021-2022. The fiscal year 2021-2022 project has been completed. Total expenditures for this CIP in fiscal year 2021-2022 were \$2,664,626.18, leaving an unexpended balance of \$235,373.82. City staff has identified needed City-wide sidewalk replacement work. Accordingly, it is recommended that the City Council adopt a Resolution amending the fiscal years 2021-2022 & 2022-2023 Biennial Budget to allocate funds for Sidewalk Repairs, Capital Improvement Project (CIP) No. 106, and to find this work not subject to environmental review under the California Environmental Quality Act (CEQA).

BACKGROUND:

The Public Works Department has identified several locations City-wide where sidewalk replacements are needed. If the budget amendment is approved, the Public Works

Approval of Budget Amendment for Sidewalk Repairs, CIP No. 106

January 10, 2023

Page 2

Department will prepare bid specifications for these replacements. In addition, the Public Works Department will include additive, alternate bids in the bid specifications to remove the existing three (3) foot wide sidewalk and replace it with a four (4) foot wide sidewalk and short retaining wall on the south side of La Paz Road along the frontage of Valencia Elementary School, and remove the existing three (3) foot wide sidewalk and replace it with a four (4) foot wide sidewalk on the north side of La Paz Road between The Hills Hotel driveway and Rickenbacker Road. The sidewalk and retaining wall work on the north side of La Paz Road will require Saddleback Valley Unified School District to grant an easement to the City. All of the work on La Paz Road would be contingent on the bids received relative to the available budget.

CEQA FINDINGS:

The removal and replacement of sidewalk is not subject to the California Environmental Quality Act pursuant to Section 15301(c) (minor alteration of existing sidewalks and similar facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because the project has negligible or no expansion of use.

FISCAL IMPACT:

There was no appropriation for the Sidewalk Repairs Capital Improvement Project in the 2021-2023 Biennial Budget. Accordingly, City staff recommends that City Council adopt the proposed attached Resolution amending the Capital Improvement Program for the 2022-2023 fiscal year to appropriate \$235,000 in unused funding from last year's CIP No. 101 to CIP No. 106 for this proposed work.

Therefore, it is staff's recommendation that the City Council adopt the proposed attached Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Amending the Fiscal Years 2021-2022 & 2022-2023 Biennial Budget to Allocate Funds to Sidewalk Repairs, Capital Improvement Project (CIP) No. 106."

ATTACHMENTS:

- Proposed Resolution - FY 2022-23 Budget Amendment for Sidewalk Repairs CIP No. 106

RESOLUTION NO. 2023-01-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING THE FISCAL YEARS 2021-2022 & 2022-2023 BIENNIAL BUDGET TO ALLOCATE FUNDS TO SIDEWALK REPAIRS, CAPITAL IMPROVEMENT PROJECT (CIP) NO. 106

WHEREAS, the City Council of the City of Laguna Hills approved Resolution No. 2021-06-22-5 on June 22, 2021, adopting the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna for the fiscal years 2021-2022 to 2022-2023 Biennial Budget; and

WHEREAS, staff has identified a need to address sidewalk repair work in FY 2022-2023; and

WHEREAS, the adopted fiscal years 2021-2022 to 2022-2023 Biennial Budget did not include CIP No. 106, Concrete Repair, in the adopted Capital Improvement Program; and

WHEREAS, City Council approval is required to increase the total sum of the appropriations for the Capital Improvement Program.

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

SECTION 1. Adoption of Recitals. The foregoing recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Approval of Budget Amendments. The City Council hereby approves and adopts the proposed amendment to the fiscal years 2021-2022 & 2022-2023 Biennial Budget to allocate funds to sidewalk repairs, Capital Improvement Project (CIP) No. 106, as set forth in the attached Exhibit "A".

PASSED, APPROVED, AND ADOPTED this 10th day of January 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2023-01-10-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 10th day of January 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

EXHIBIT A

Proposed Amendment
to the
Capital Improvement Program
for the
Fiscal Years 2021-2022 & 2022-2023
Biennial Budget
for
Sidewalk Repairs,
CIP No. 106

**CITY OF LAGUNA HILLS
PROPOSED AMENDMENT TO THE CAPITAL IMPROVEMENT PROGRAM
ADDING FUNDS FOR SIDEWALK REPAIRS, CIP NO. 106
For Fiscal Years 2021-2022 & 2022-2023**

<u>Fiscal Year</u>	<u>Description</u>	<u>Current Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget</u>
2022-23	CAPITAL IMPROVEMENT PROGRAM FUND:			
	FUNDING USE:			
	Sidewalk Repairs CIP #106	\$ 0	\$235,000	\$235,000
	FUNDING SOURCE:			
	Transfers In -General Fund	\$1,075,000	\$235,000	\$1,310,000
	GENERAL FUND:			
	FUNDING USE:			
	Transfers Out - Capital Improvements	\$1,075,000	\$235,000	\$1,310,000
	FUNDING SOURCE:			
	Transfer In - Gas Tax	\$ 0	\$149,657	\$149,657
	Transfer In – SB1 RMRA	0	85,343	85,343
	GAS TAX FUND:			
	FUNDING USE:			
	Transfer Out to General Fund	\$ 0	\$149,657	\$149,657
	SB1 RMRA FUND:			
	FUNDING USE:			
	Transfer Out to General Fund	\$ 0	\$85,343	\$85,343



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 10, 2023
TO: Mayor and Council Members
FROM: Joe Ames, P.E., T.E.
Public Works Director/City Engineer
ISSUE: Newport Bay Watershed TMDL Programs Funding Agreement

RECOMMENDATION: That the City Council: 1) Approve the “Cooperative Agreement to Fund Total Maximum Daily Load Programs and Related Activities in the Newport Bay Watershed;” 2) Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(3), 15378(a) and (b)(2),(4), and 15252; and 3) Authorize the Mayor to execute the Cooperative Agreement.

SUMMARY:

The City is required by the National Pollutant Discharge Elimination System Municipal Stormwater Permit (NPDES Permit), Order No. R8-2009-0030, issued to the County of Orange, Irvine Ranch Water District, the Irvine Company, and the cities (collective parties) discharging to Newport Bay Watershed to participate in cost-shared studies, monitoring, and development of programs to attain not-to-exceed nutrient, fecal coliform and toxics Total Maximum Daily Loads from stormwater runoff into Newport Bay. Additional work is required to comply with the NPDES Permit. Consequently, the collective parties have devised a proposed work schedule and cost-share budget to comply with the NPDES Permit which requires a revised Agreement that is approved by the City to implement. Accordingly, it is recommended that the City Council authorize the Mayor to execute the proposed Cooperative Agreement and to find this Agreement not subject to environmental review under the California Environmental Quality Act (CEQA).

BACKGROUND:

The City has been cooperatively working with the County, Irvine Ranch Water District, the Irvine Company, and the other cities (singularly, "Party," and collectively, the "Parties") discharging into Newport Bay since 1998 with the aim of improving water quality within the Newport Bay Watershed, and as required by the NPDES Permit issued by the Santa Ana Regional Water Quality Control Board. Consequently, the City has entered into progressive, iterative Agreements to conduct additional studies, research, monitoring, reporting, development and revision of programs related to the Newport Bay TMDLs, assessment and development of programs related to current and future Federal Clean Water Act Section 303(d) listings and NPDES Permit requirements, actions in response to threats of administrative enforcement by the Santa Ana Regional Water Quality Control Board and potential citizen lawsuits, and the planning, permitting, design, construction, and maintenance of TMDL compliance pilot projects.

According to the Agreement, the proposed budget for the initial 2023-2024 fiscal year, subject to appropriations, is \$1,308,854 and is shown in the proposed Agreement. The County will work with all the Parties to develop a budget for the following fiscal years. Budgeted amounts for pilot project(s) shall not exceed \$200,000 for all pilot projects in any one fiscal year. For the following fiscal year and thereafter, a budget shall be submitted to each of the Parties by February 15 of each year. The budget shall contain an explanation of any recommended program changes, an estimate of all planned expenditures and an estimate of the payment required from each Party for the following fiscal year. The budget and work plan for future years require the approval of 12 of the 13 Parties to the Agreement and the approval of Parties representing 90% of the funding shares. Laguna Hills' funding share is 1% of the total Agreement.

CEQA FINDINGS:

The City's approval of the Agreement does not qualify as a "project" subject to CEQA because it constitutes 1) continuing administrative or maintenance activities, such as general policy and procedure making; and 2) government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. (State CEQA Guidelines, §§ 15060(c)(3); 15378(b)(2),(4).) Alternatively, the City's approval of the Agreement is statutorily exempt from CEQA under State CEQA Guidelines section 15262, as the Agreement concerns "feasibility or planning studies for possible future actions [that] the agency ... has not approved, adopted, or funded." (State CEQA Guidelines, § 15262.) Notably,

Newport Bay Watershed Programs Funding Agreement

January 10, 2023

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although the Agreement provides for some funding for the environmental planning costs associated with potential pilot projects, it does not nor does it otherwise commit the City to the pilot projects.

FISCAL IMPACT:

The Agreement's proposed FY 2023-2024 cost share from Laguna Hills of \$13,089 represents less than 1% of total FY 2023-2024 estimated operating expenditures per the eight-year Resource Allocation Plan section of the 2021-2023 Biennial Budget. Actual costs for FY 2023-2024 may differ from the estimate, and future years' costs may also be different. The budget and work plan for future years require the approval of 12 of the 13 parties to the Agreement and the approval of parties representing 90% of the funding shares.

ATTACHMENTS:

- Proposed Cooperative Agreement No. MA-080-23010376

COOPERATIVE AGREEMENT TO FUND TOTAL MAXIMUM DAILY LOAD PROGRAMS AND
RELATED ACTIVITIES IN THE NEWPORT BAY WATERSHED

THIS AGREEMENT, for purposes of identification numbered MA-080-23010376, referred to hereinafter as "Agreement", is made and entered into this ____ day of _____, 2023, by and between the County of Orange ("County"), the Orange County Flood Control District, the City of Costa Mesa, the City of Irvine, the City of Laguna Hills, the City of Laguna Woods, the City of Lake Forest, the City of Newport Beach, the City of Orange, the City of Santa Ana, the City of Tustin, Irvine Ranch Water District, and the Irvine Company. These entities are hereinafter sometimes jointly referred to as "Parties" and individually as "Party." City entities are hereinafter sometimes jointly referred to as "Cities." The Cities, County, and the Orange County Flood Control District are hereinafter sometimes jointly referred to as the "Municipal Parties."

RECITALS

WHEREAS, the California Regional Water Quality Control Board, Santa Ana Region ("Regional Board") adopted Resolution No. 98-9, as amended by Resolution No. 98-100, amending the Water Quality Control Plan for the Santa Ana River Basin ("Basin Plan") to incorporate a Nutrient Total Maximum Daily Load ("TMDL") for the Newport Bay/San Diego Creek Watershed on April 17, 1998, and Resolution 99-10 amending the Basin Plan to incorporate a TMDL for Fecal Coliform in Newport Bay on April 9, 1999, pursuant to the provisions of Section 303(d) of the Clean Water Act, and Resolution 2018-0041 amending the Basin Plan to incorporate a TMDL for Selenium in freshwater in Newport Bay Watershed on September 20, 2018; and,

WHEREAS, the United States Environmental Protection Agency established technical TMDLs for toxic pollutants ("Toxics TMDLs") for San Diego Creek and Newport Bay, California, on June 14, 2002, and the Regional Board has been in the process of developing implementation plans or updating these Toxics TMDLs through separate Basin Plan processes, and Basin Plan amendments for Diazinon and Chlorpyrifos TMDLs, the Organochlorines TMDLs, and the Selenium TMDL have been adopted, and Basin Plan amendments for metals are in development; and,

WHEREAS, the Newport Bay Nutrient, Fecal Coliform, and Toxics TMDLs (collectively referred to as “Newport Bay TMDLs”) contain requirements for studies, monitoring, and the development of programs to attain TMDL targets over a multi-year period; and,

WHEREAS, the Newport Bay TMDLs are included in the National Pollutant Discharge Elimination System Municipal Stormwater Permit (“NPDES Permit”), Order No. R8-2009-0030, issued to the Municipal Parties by the Regional Board, which encourages a cooperative watershed program approach, and, as of the end of 2022, NPDES Permit, Order No. R8-2022-0008 is in development; and,

WHEREAS, the Parties entered into Agreement No. D99-128 on September 18, 2003 and subsequent amendments on July 5, 2006, March 29, 2008, and July 8, 2010, to provide funding for the studies and implementation activities related to the Newport Bay TMDLs; and,

WHEREAS, the Parties subsequently entered into Agreement No. D11-066 on June 26, 2012 as a successor to Agreement No. D99-128, with a further amendment on October 20, 2015; and,

WHEREAS, the Parties subsequently entered into Agreement No. MA-080-18011416 on August 14, 2018 as a successor to Agreement No. D11-066; and,

WHEREAS, the Parties intend this Agreement as a successor to Agreement MA-080-18011416, to provide for the performance of: additional studies, research, monitoring, reporting, development and/or revision of programs related to the Newport Bay TMDLs; assessment and development of programs related to current and future Clean Water Act §303(d) listings and/or NPDES Permit requirements for watershed management plans; actions in response to threats of administrative enforcement and citizen suits; and planning, permitting, design, construction, and maintenance of TMDL pilot projects; and,

WHEREAS, the Parties have reached agreement on funding shares which are shown in Exhibit A; and,

WHEREAS, the Parties share a common interest in the regulatory compliance gained through the activities to be funded and performed pursuant to this Agreement, and the Parties further acknowledge that: each Party is entering into this Agreement for such purpose; there are common issues/questions of

law and fact among the Parties; it is the understanding of each Party that, in the performance of this Agreement, as with preceding agreements to which this Agreement is successor, confidential communications protected by the attorney-client privilege and attorney work product doctrine may be disclosed among the Parties through their counsel. Based on the foregoing, the Parties now wish to enter into a common interest agreement to memorialize their mutual understanding that confidential communications are to be kept confidential and protected from disclosure to the fullest extent allowed by law; and

WHEREAS, it is recognized that additional compliance efforts may be necessary and the Parties may choose to fund projects under separate agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

Section 1. PURPOSE. This Agreement is entered into for the purpose of funding and performing program activities related to the Newport Bay TMDLs, NPDES Permit requirements specific to the Newport Bay watershed, current and future Clean Water Act §303(d) listings in the Newport Bay watershed, and other related matters which may affect NPDES Permit compliance and/or enforcement within the Newport Bay watershed.

Section 2. TERM. The term of this Agreement shall commence upon approval and execution of this Agreement by all Parties, or on July 1, 2023, whichever is later, and shall continue until June 30, 2028.

Section 3. PROGRAM WORK PLAN. The County shall work in concert with all Parties to develop a work plan for the following fiscal year and will provide longer term financial forecasts. The work plan for the upcoming fiscal years shall be submitted to each of the Parties by February 15 of each year. The work plan may designate a Party as a lead other than the County for a work plan task(s), provided that the County obtains the prior written consent of such other Party.

Section 4. BUDGET AND COSTS. The budget for the 2023–24 fiscal year, subject to appropriations, is \$1,308,854 and is shown in Exhibit A. The County shall work in concert with all the Parties to develop a budget for the following fiscal years. Budgeted amounts for pilot project(s) shall not

exceed \$200,000 for all pilot projects in any one fiscal year. For the following fiscal year and thereafter, a budget shall be submitted to each of the Parties by February 15 of each year. The budget shall contain an explanation of any recommended program changes, an estimate of all planned expenditures and an estimate of the payment required from each Party for the following fiscal year.

The County shall be entitled to charge to the program all costs for direct labor, materials, equipment, and outside contract services for costs associated with carrying out the approved scope of work. Recoverable costs will also include an overhead charge.

Section 5. WORK PLAN TASK LEAD REIMBURSEMENT. With a Party's prior written consent, the County may designate a Party as a task lead with respect to specific tasks on the operative work plan. If a Party is designated as a task lead, upon prior written authorization from County, the Party shall invoice the County for authorized expenses up to the approved budget amount for the work plan task.

Section 6. APPROVALS AND ADJUSTMENTS. The Parties shall be permitted to review and approve the budget and program work plan for the forthcoming year, review work products, and provide direction for performance of the work plan. The Parties shall be notified of the intent to issue contracts to perform the program work plan, shall be permitted to participate in the preparation and review of the scope of work for such contracts, and to serve on the committee evaluating consultant qualifications/proposals subject to the requirements of the County of Orange Contract Policy Manual. Criteria for approval of the work plan and budget shall be affirmative responses from Parties representing ninety percent (90%) of the funding shares in Exhibit A and 12 of the 13 Parties. The County and Orange County Flood Control District will constitute one approving Party. Any Party not providing a response by July 15 of each year shall be considered as rendering an affirmative response.

Criteria for approval of adjustments to scopes of work shall be the same as for the approval of the work plan and budget.

Section 7. FUNDING SHARE PERCENTAGES. Exhibit A, which is attached to this Agreement and by this reference is made a part hereof, presents the funding share percentages for the Parties for the term of the Agreement and the costs for the Parties for fiscal year 2023-24.

Section 8. PAYMENTS. For the initial year of the Agreement, the County shall invoice each Party for its deposit either at the beginning of the fiscal year or thirty (30) days after approval of the Agreement, whichever is later. In following years, the County shall invoice each Party for its annual deposit at the beginning of each fiscal year. Each Party shall pay the deposit within 45 calendar days of the date of the invoice. Each Party's deposit shall be based on its prorated share of the approved annual budget, reduced by the sum of (a) its prorated share of any surplus identified in the prior fiscal year end accounting, and (b) its prorated share of any funding provided for programs in the approved budget from entities not party to this Agreement.

Interest earned on the Parties' deposits will not be paid to the Parties, but will be credited against the Parties' share of the program costs.

The County shall notify each of the Parties if it appears that costs may exceed the budget approved by the Parties in any fiscal year. The County shall prepare a fiscal year end accounting within 60 calendar days of the end of the fiscal year. If the fiscal year end accounting results in costs (net of interest earnings) exceeding the sum of the deposits, and the County has notified and obtained approval from the Parties of potential cost overruns, the County shall seek approval of the excess cost from the Parties in the form of a revised budget and, upon approval, shall invoice each Party for its prorated share of the excess cost up to the amount of the revised approved budget. Each Party shall pay the billing within 45 calendar days of the date of the invoice. If the fiscal year end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits will carry forward to reduce the billings for the following year. The fiscal year end accounting results and associated invoices for each Party will take into consideration any outside funding provided for programs in the approved budget from entities not party to this Agreement.

Upon termination of the program, a final accounting shall be performed by the County. If costs from approved budgets remaining after the deduction of interest costs exceed the sum of the deposits, the County shall invoice each Party for its prorated share of the deficit. Each Party shall pay the invoice within 45 calendar days of the date of the invoice. If the sum of the deposits, including interest, exceeds

the costs from approved budgets, the County shall reimburse to each Party its prorated share of the excess, within 45 calendar days of the final accounting.

Section 9: CONFIDENTIAL COMMUNICATIONS

- a. The term "Confidential Communications" shall mean all communications, regardless of form, including documents and oral or written communications, whether prepared by the Parties or by consultants or experts retained by any Party, exchanged by or among the Parties, their non-employee consultants or experts, and/or their counsel, that are: (i) related to the purpose and/or performance of this Agreement; and (ii) privileged or protected from disclosure to adverse or other persons by reason of the attorney-client privilege, the attorney work product doctrine, or the common interest and/or joint defense privilege. The term Confidential Communications does not include any publicly available information.
- b. The Parties agree that the disclosure of Confidential Communications between or among the Parties or their counsel will not diminish the confidentiality of such materials or constitute waiver of any applicable privilege or protection from disclosure. The Parties intend that all Confidential Communications shall be protected from disclosure and discovery, to the fullest extent allowed by law, including under the common interest and/or joint defense privileges. Inadvertent disclosure of Confidential Communications to third parties shall not constitute waiver of any applicable privilege, and shall be entitled to the fullest protection under the law, including the triggering of ethical obligations for the recipient(s) to return such inadvertently disclosed Confidential Communications.
- c. The Party providing or disclosing any Confidential Communications to another party to this Agreement, pursuant to this Agreement, shall mark it as: "PRIVILEGED AND CONFIDENTIAL PURSUANT TO AGREEMENT NO. MA-080-23010376." Confidential Communications must be exchanged between the Parties' counsel, although non-attorney staff may be copied on the transmittal. Communications marked in this or substantially similar manner and transmitted in this manner shall be Confidential Communications. The failure to so mark such communications, however, will not diminish

the confidentiality of such communications or constitute waiver of any applicable privilege or protection from disclosure.

d. Confidential Communications shall be held in confidence by the Parties, unless disclosure is required by law or court order. Each Party shall take reasonable and appropriate measures to prevent inadvertent disclosures of Confidential Communications to third parties. In the event any Party receives a third-party request or demand for Confidential Communications marked "PRIVILEGED AND CONFIDENTIAL PURSUANT TO AGREEMENT NO. MA-080-23010376," per section 9.c., or bearing the name of one or more attorneys for any Party, prior to the release of any such Confidential Communications, the receiving Party shall notify all other Parties that such a request or demand has been received, so that the other Parties have the opportunity to seek a protective order or other relief. In the event any Party receives a third-party request or demand for Confidential Communications that are not marked per section 9.c. and do not bear the name of any attorney for any Party, prior to the release of such Confidential Communications, the receiving Party shall endeavor to notify all other Parties, so that the other Parties have the opportunity to seek a protective order or other relief.

e. To the extent allowed by law, the obligations of the Parties under this Section 9 shall survive the termination of this Agreement and shall remain in full force and effect.

f. Neither this Agreement nor the actions of any Party or counsel to a Party shall create any attorney-client relationship between any counsel and any Party that have not otherwise entered into an attorney-client relationship.

Section 10. ADDITIONAL PARTIES. It is recognized that there may be other parties who wish to participate in and provide funding for the activities described in this Agreement. Nothing in this Agreement is intended to preclude additional participants being added by written amendment as parties to this Agreement pursuant to Section 11. Exhibit A will be revised to add funding share percentage(s) for the additional party(ies) and proportionately reduced percentage shares for the Parties.

Section 11. AMENDMENT. This Agreement may be amended in writing only with the unanimous written approval of the Parties.

Section 12. LIABILITY. It is mutually understood and agreed that, merely by the virtue of entering into this Agreement, each Party neither relinquishes any rights nor assumes any liabilities for its own actions or the actions of other Parties. It is the intent of the Parties that the rights and liabilities of each Party shall remain the same, while this Agreement is in force, as it was before this Agreement was made, except as otherwise specifically provided in this Agreement.

Section 13. TERMINATION. Any Party wishing to terminate its participation in this Agreement shall so notify all other Parties in writing by March 1 of any year. Such termination shall be effective the following June 30. The terminating Party shall be responsible for financial obligations hereunder to the extent incurred in accordance with this Agreement by the Party prior to the effective date of termination. The balance of the Parties may continue in the performance of the terms and conditions of this Agreement with a proportionate reallocation of the terminating Party's cost share in Exhibit A among the remaining Parties.

Section 14. AVAILABILITY OF FUNDS. The obligation of each Party is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the Parties to expend or as involving the Parties in any contract or other obligation for the future payment of money in excess of appropriations authorized by law.

Section 15. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person (except the Parties hereto and any entity in which a Party has a legal interest (such as, but not limited to, a limited liability membership interest or a partnership interest), and any permitted successors or assigns of a Party) any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions herein contained. This Agreement and any conditions and provisions hereof is intended to be and is for the sole and exclusive benefit of the Parties and the entities in which they have a legal interest and their successors or assigns and for the benefit of no other person, agency or entity.

Section 16. REFERENCE TO CALENDAR DAYS. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

Section 17. ATTORNEY'S FEES. In any action or proceeding brought to enforce or interpret any provision of this Agreement, or where any provision hereof is asserted as a defense, each Party shall bear its own attorney's fees and costs.

Section 18. ENTIRE AGREEMENT. This Agreement is intended by the Parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Parties in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such matter.

Section 19. SEVERABILITY. If any part of this Agreement is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 20. SUCCESSORS AND ASSIGNS. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

Section 21. NOTICES. All notices required or desired to be given under this Agreement shall be in writing and (a) delivered personally, or (b) sent by certified mail, return receipt requested or (c) sent by electronic mail followed by a mailed copy as required, to the addresses specified below, provided each Party may change the address for notices by giving the other Parties at least ten (10) days written notice of the new address. Notices shall be deemed received when actually received in the office of the addressee or when delivery is refused, as shown on the receipt of the U.S. Postal service, or other person making the delivery, except that notices sent by electronic mail shall be deemed received on the first business day following transmission.

Director of Public Services
 City of Costa Mesa
 77 Fair Drive, P.O. Box 1200
 Costa Mesa, CA 92626-1200

Director of Community Development
 City of Irvine
 1 Civic Center Plaza, P.O. Box 19578
 Irvine, CA 92623-9578

Director of Public Services
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, CA 92653

City Manager
 City of Laguna Woods
 24264 El Toro Road
 Laguna Woods CA 92637

Environmental Manager and Director of Public Works
 City of Lake Forest
 100 Civic Center Drive
 Lake Forest, CA 92630

Director of Public Works
 City of Newport Beach
 100 Civic Center Drive
 Newport Beach, CA 92660

Director of Public Works
 City of Orange
 300 E. Chapman Ave, P.O. Box 449
 Orange, CA 92866

Executive Director, Public Works Agency
 City of Santa Ana
 20 Civic Center Plaza (M21)
 Santa Ana, CA 92702

Director of Public Works
 City of Tustin
 300 Centennial Way
 Tustin, CA 92780

Director, OC Public Works
 County of Orange
 601 N. Ross Street
 Santa Ana, CA 92701

Director of Water Quality & Regulatory Compliance
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618

Vice President of Environmental Affairs
The Irvine Company
550 Newport Center
Newport Beach, CA 92658-8904

Section 23. EXECUTION OF AGREEMENT. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument.

Section 24. GOVERNING LAW AND VENUE. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394 or any other provision of law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first
above written:

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By: _____
Chairman of the Board of Supervisors

ORANGE COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

By: _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD.

Date: _____

By _____
Robin Stieler
Clerk of the Board of Supervisors of

Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL

By _____
Deputy

Date: _____

CITY OF COSTA MESA

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Costa Mesa

CITY OF IRVINE

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Irvine

CITY OF LAGUNA HILLS

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Laguna Hills

CITY OF LAGUNA WOODS

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

Yolie Trippy, City Clerk

Alisha Patterson, City Attorney of Laguna Woods

CITY OF LAKE FOREST

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Lake Forest

CITY OF NEWPORT BEACH

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Newport Beach

CITY OF ORANGE

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Orange

ATTEST:

CITY OF SANTA ANA

City Clerk

City Manager

APPROVED AS TO FORM:

City Attorney

By: _____
Assistant City Attorney

CITY OF TUSTIN

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Tustin

THE IRVINE RANCH WATER DISTRICT

Date: _____

By: _____
Paul Cook, General Manager

Approved as to Form

Date: _____

By: _____
Claire H. Collins, General Counsel

THE IRVINE COMPANY

Date:_____

By: _____

Name:_____

Title:_____

Date:_____

By: _____

Name:_____

Title:_____

EXHIBIT A - FUNDING SHARES*

PARTIES	FUNDING SHARE PERCENTAGES	FISCAL YEAR 2023-24 BUDGET
Costa Mesa	4.317	\$56,503
County of Orange	9.296	\$121,671
Irvine	31.177	\$408,061
Laguna Hills	1.000	\$13,089
Laguna Woods	1.000	\$13,089
Lake Forest	6.402	\$83,793
Newport Beach	9.452	\$123,713
Orange	1.000	\$13,089
Santa Ana	9.898	\$129,550
Tustin	6.458	\$84,526
Orange County Flood Control District	10.000	\$130,885
Irvine Ranch Water District	5.000	\$65,443
Irvine Company	5.000	\$65,443
Total	100	\$1,308,855

*Funding shares are based on a consideration of land area and population, an equal split for some compliance responsibilities, and a minimum share of one percent.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 10, 2023

TO: Mayor and Council Members

FROM: Joe Ames, P.E., T.E.
Public Works Director/City Engineer

ISSUE: Countywide Signal Synchronization Baseline Project Cooperative Agreement

RECOMMENDATION: That the City Council: 1) Approve the “Countywide Signal Synchronization Baseline Project Cooperative Agreement” with minor edits as may be required by the City Attorney; 2) Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301(c), and; 3) Authorize the City Manager to execute the Agreement.

SUMMARY:

As part of the half-cent County-wide transportation sales tax, Renewed Measure M also known as “OC Go,” the Orange County Transportation Authority (OCTA) has provided funding for several traffic signal timing improvement projects County-wide, including on most of the arterial highways in Laguna Hills, as part of the transportation sales tax funded Regional Traffic Signal Synchronization Program. OCTA is now proposing to retime approximately 2,500 signalized intersections in Orange County and to prepare the County for a new phase of signal synchronization that is more zone-based to avoid any crossing coordination conflicts as part of a new Countywide Signal Synchronization Baseline Project. The Project is being paid for out of Federal funding, but will require City staff and consultant time in support of the Project.

BACKGROUND:

Regional Traffic Signal Synchronization Program traffic signal timing projects are

Countywide Signal Synchronization Baseline Project Cooperative Agreement

January 10, 2023

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conducted one corridor at a time (e.g. Alicia Parkway, Lake Forest Drive, Oso Parkway) typically with the installation of new traffic controllers, interconnect cables, and the programming of new traffic signal timing to move vehicles along a corridor as quickly as possible. Because so many traffic signal timing projects have been implemented where these corridors cross over one another in conflicting directions of travel, OCTA, with the recommendation of the region's City and traffic engineers, is proposing to conduct a Countywide Signal Synchronization Baseline Project to retime approximately 2,500 signalized intersections in Orange County and to prepare the County for a new phase of signal synchronization that is more zone-based to avoid any crossing coordination conflicts. OCTA intends to enter into a Cooperative Agreement with all 34 Orange County cities and the County of Orange to participate in this Project.

The Project is being funded by Congestion Mitigation and Air Quality (CMAQ) Program funds, which are funds administered by the United States Department of Transportation. Created by the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, CMAQ was reauthorized under the Transportation Equity Act for the 21st Century (TEA-21) in 1997 and again as part of the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU) in 2005. From its beginning, the CMAQ program has been a key funding mechanism for helping urban areas meet air quality goals and supporting investments that encourage alternatives to driving alone and improve traffic flow.

While the Project is being funded by CMAQ, the Cooperative Agreement will require the expenditure of City staff and City traffic signal maintenance and consultant time to cooperate in the Project. Therefore, the Cooperative Agreement requires approval by the City Council of these indirect expenses. Given that the Project aims to improve travel times along the City's arterial highways, it is recommended that the City Council authorize the City Manager to execute the proposed Cooperative Agreement and to find this Agreement not subject to environmental review under the California Environmental Quality Act (CEQA).

CEQA FINDINGS:

The operation and maintenance of existing highways and streets is categorically exempt under the California Environmental Quality Act pursuant to Section 15301(c) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3.

Countywide Signal Synchronization Baseline Project Cooperative Agreement
January 10, 2023
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FISCAL IMPACT:

The City staff and traffic signal maintenance and operation consultant costs associated with participating in the Cooperative Agreement can be absorbed into the existing, approved Public Works operating budget.

ATTACHMENTS:

- Draft Countywide Signal Synchronization Baseline Project Cooperative Agreement
- Existing Countywide Signal Synchronization Network

COOPERATIVE AGREEMENT NO. C-3-XXXX

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF LAGUNA HILLS

FOR

COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT

THIS COOPERATIVE AGREEMENT (Agreement), is effective this _____ day of _____, 202__, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of California (herein referred to as "AUTHORITY") and the City of Laguna Hills, a municipal corporation duly organized and existing under the constitution and laws of the State of California ("PARTICIPATING AGENCY"), each individually known as "Party" and collectively known as "Parties".

RECITALS:

WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCY is working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP or Project P) to enhance countywide traffic flow and reduce congestion; and

WHEREAS, the AUTHORITY completed a Countywide Signal Synchronization Plan Study (hereinafter, "PLAN STUDY") in support of Project P and received authorization from the AUTHORITY's Board of Directors to update the Traffic Signal Synchronization Master Plan in accordance with the PLAN STUDY recommendations on March 14, 2022; and

WHEREAS, the AUTHORITY secured Congestion Mitigation and Air Quality (CMAQ) funds for the implementation of a Countywide Signal Synchronization Baseline Project (hereinafter, "PROJECT") as presented in the PLAN STUDY; and

**COOPERATIVE AGREEMENT NO. C-3-XXXX
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

1 **WHEREAS**, the AUTHORITY intends to release a request for proposals to secure a consultant
2 to implement the PROJECT; and

3 **WHEREAS**, based on the PLAN STUDY the AUTHORITY agrees to act as the implementing
4 agency to carry out the PROJECT; and

5 **WHEREAS**, the PROJECT will include approximately 2,500 traffic signalized intersections
6 along regionally significant corridors within Orange County; and

7 **WHEREAS**, approximately 47 PARTICIPATING AGENCY owned and operated signalized
8 intersections will be included as part of the PROJECT; and

9 **WHEREAS**, the PROJECT will include all thirty-four (34) Orange County cities and the County
10 of Orange; and

11 **WHEREAS**, the AUTHORITY will enter into a separate cooperative agreement with each
12 PARTICIPATING AGENCY in each jurisdiction for implementation of the project; and

13 **WHEREAS**, the AUTHORITY and each respective Party acknowledges and understands that
14 in-house resources (staff hours) from Party will provide various services for the PROJECT; and

15 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCY desire to enter into this
16 Agreement to implement the PROJECT in support of Project P; and

17 **WHEREAS**, this Agreement defines the specific terms and conditions, and between the
18 AUTHORITY and the PARTICIPATING AGENCY for the implementation of the PROJECT.

19 **WHEREAS**, the PARTICIPATING AGENCY's City Council approved this Agreement on the
20 ____ day of _____, 202____.

21 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and the
22 PARTICIPATING AGENCY as follows:

23 **ARTICLE 1. COMPLETE AGREEMENT**

24 A. This Agreement, including any attachments incorporated herein and made applicable by
25 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this
26

**COOPERATIVE AGREEMENT NO. C-3-XXXX
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

Agreement between AUTHORITY and PARTICIPATING AGENCY and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and PARTICIPATING AGENCY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. PARTICIPATING AGENCY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of PARTICIPATING AGENCY's right to such performance or to future performance of such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING AGENCY except when specifically confirmed in writing by an authorized representative of PARTICIPATING AGENCY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the Parties as they pertain to the subjects and projects addressed herein. Both AUTHORITY and Party agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

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**COOPERATIVE AGREEMENT NO. C-3-XXXX
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

ARTICLE 3. RESPONSIBILITIES OF AUTHORITY

The AUTHORITY, as the LEAD AGENCY, agrees to the following responsibilities for the implementation of the PROJECT:

A. AUTHORITY, or agents of the AUTHORITY, shall manage, procure, implement, and complete all aspects of the PROJECT, including filing all documentation necessary to comply with the CMAQ funding for the PROJECT.

B. AUTHORITY, or agents of the AUTHORITY, shall coordinate outreach with PARTICIPATING AGENCY for the PROJECT.

C. AUTHORITY, or agents of the AUTHORITY, shall collect all data necessary to provide new optimized timing plans including, but not limited to, manual or video all movement counts at each PROJECT signalized intersection, and a mutually agreed upon number and location of twenty-four (24) hour / seven (7) day automated machine traffic counts with vehicle classification.

D. AUTHORITY, or agents of the AUTHORITY, shall develop and implement new timing plans optimized for signal synchronization.

E. AUTHORITY, or agents of the AUTHORITY, shall provide updated timing plans for all control systems and all relevant data used to develop said plans to the PARTICIPATING AGENCY.

F. AUTHORITY, or agents of the AUTHORITY, shall prepare a conceptual plan for the delivery of the PROJECT. The AUTHORITY, or agents of the AUTHORITY, shall provide all reports to the PARTICIPATING AGENCY in draft and final formats for review and comment. PARTICIPATING AGENCY comments shall be noted in the final study.

D. AUTHORITY shall provide oversight to maintain inter-jurisdictional traffic signal operational integrity between PROJECT and other signal synchronization projects not older than three (3) years.

E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements necessary for the PROJECT.

**COOPERATIVE AGREEMENT NO. C-3-XXXX
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

F. AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of Project, may perform a technical and/or field review to ensure that the CMAQ guidelines, policies, and procedures were followed.

ARTICLE 4. RESPONSIBILITIES OF THE PARTICIPATING AGENCY

PARTICIPATING AGENCY agrees to the following responsibilities for implementation of the PROJECT:

A. PARTICIPATING AGENCY shall provide a technical representative to meet and participate as a member of the PROJECT's Traffic Forum.

B. PARTICIPATING AGENCY shall authorize the AUTHORITY to manage, procure, and implement all aspects of the PROJECT.

C. PARTICIPATING AGENCY shall participate and support the PROJECT implementation.

D. PARTICIPATING AGENCY shall provide AUTHORITY, or agents of the AUTHORITY, all current intersection as-built drawings, all current intersections controller assembly plans as provided by the manufacturer and modified by Party since original installation, local field master, local controller, and Advanced Traffic Management System timing plans and other ITS related data upon request.

E. PARTICIPATING AGENCY shall inform AUTHORITY of new traffic signal installations and any traffic signal modifications, which would materially affect the performance of the regional corridors on the PROJECT.

F. PARTICIPATING AGENCY shall maintain in good condition appropriate traffic signal equipment for the PROJECT.

G. PARTICIPATING AGENCY shall waive all fees associated with any local agency permits that may be required of the consultant, subconsultants, and/or service or equipment providers in the performance of the PROJECT.

**COOPERATIVE AGREEMENT NO. C-3-XXXX
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

H. PARTICIPATING AGENCY shall provide monthly progress updates on PROJECT to AUTHORITY, or agents of the AUTHORITY, until completion of the PROJECT.

ARTICLE 5. DELEGATED AUTHORITY

The actions required to be taken by PARTICIPATING AGENCY in the implementation of this Agreement are delegated to their respective City Manager, or designee, and the actions required to be taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief Executive Officer or designee.

ARTICLE 6. AUDIT AND INSPECTION

AUTHORITY shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING AGENCY shall permit the authorized representatives of AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCY for a period of five (5) years after final payment, final closeout, or until any on-going audit is completed, whichever is later. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of consultant's final billing (so noted on the paid invoice) under this Agreement. AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above provision with respect to audits shall extend to and/or be included in contracts with PARTICIPATING AGENCY'S contractor.

ARTICLE 7. INDEMNIFICATION

A. To the fullest extent permitted by law, PARTICIPATING AGENCY shall defend (at PARTICIPATING AGENCY's sole cost and expense with legal counsel reasonably acceptable to AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, and its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCY's employees

**COOPERATIVE AGREEMENT NO. C-3-XXXX
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

included), for damage to property, including property owned by AUTHORITY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of PARTICIPATING AGENCY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCY), indemnify, protect, and hold harmless PARTICIPATING AGENCY, including their officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for damage to property, including property owned by PARTICIPATING AGENCY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

ARTICLE 8. ADDITIONAL PROVISIONS

A. Term of Agreement: This Agreement shall be in full force and effect through December 31, 2027.

B. Amendment: This Agreement may be extended or amended in writing at any time by the mutual consent of all Parties and AUTHORITY. No amendment shall have any force or effect unless executed in writing by all Parties and AUTHORITY.

C. Termination: In the event any Party defaults in the performance of their respective obligations under this Agreement or breaches any of the provisions of this Agreement, a non-defaulting

**COOPERATIVE AGREEMENT NO. C-3-XXXX
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

1 Party(s) shall have the option to terminate this Agreement upon thirty (30) calendar days prior written
2 notice to the Party in default.

3 D. Termination for Convenience: Either Party may terminate this Agreement for its
4 convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for
5 convenience to the other Party.

6 E. AUTHORITY and Parties shall comply with all applicable federal, state, and local laws,
7 statutes, ordinances, and regulations of any governmental authority having jurisdiction over the
8 PROJECT.

9 F. Legal Authority: AUTHORITY and Parties hereto consent that they are authorized to
10 execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties
11 hereto are formally bound to the provisions of this Agreement.

12 G. Severability: If any term, provision, covenant or condition of this Agreement is held to be
13 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
14 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
15 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16 H. Counterparts of Agreement: This Agreement may be executed and delivered in any
17 number of counterparts, each of which, when executed and delivered shall be deemed an original and all
18 of which together shall constitute the same agreement. Facsimile signatures shall be permitted.

19 I. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or
20 authority hereunder may be assigned in whole or in part by either Party without the prior written consent
21 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed
22 void and of no force and effect. Consent to one assignment shall not be deemed consent to any
23 subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

24 J. Governing Law: The laws of the State of California and applicable local and federal laws,
25 regulations, and guidelines shall govern this Agreement.
26

**COOPERATIVE AGREEMENT NO. C-3-XXXX
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

K. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

L. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed as follows:

To PARTICIPATING AGENCY:	To AUTHORITY:
City of Laguna Hills	Orange County Transportation Authority
24035 El Toro Road	550 South Main Street
Laguna Hills, CA 92653	P. O. Box 14184
/	Orange, CA 92863-1584
Attention: Joe Ames	Attention: Michael Le
Director of Public Works	Senior Contract Administrator
Tel: (949) 707-2650	Tel: (714) 560-5314
Email: james@lagunahillsca.gov	E-mail: mle1@octa.net
/	/
CC: Alicia Yang	
OCTA Project Manager	
Tel: (714) 560-5362	
ayang@octa.net	

M. Force Majeure: Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

COOPERATIVE AGREEMENT NO. C-3-XXXX
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT

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**COOPERATIVE AGREEMENT NO. C-3-XXXX
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

This Agreement shall be made effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-XXXX to be executed on the date first written above.

CITY OF LAGUNA HILLS

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Jarad L. Hildenbrand
City Manager

By: _____
Meena Katakia
Department Manager, CAMM

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Jennifer Lee
City Clerk

By: _____
James M. Donich
General Counsel

Dated: _____

Dated: _____

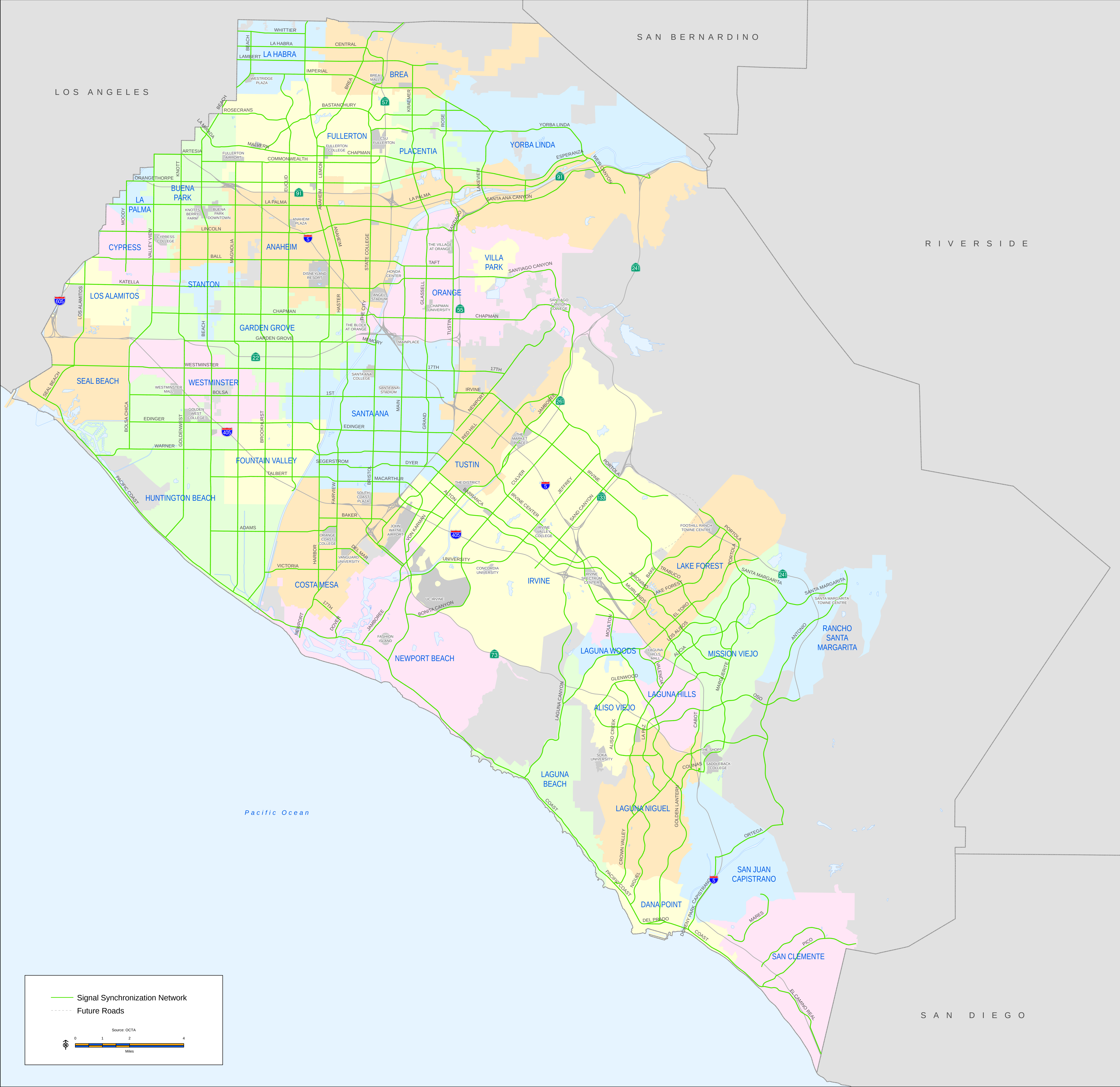
APPROVED AS TO FORM

By: _____
Gregory E. Simonian
City Attorney

Dated: _____

/

Signal Synchronization Network





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 10, 2023
TO: Mayor and Council Members
FROM: Larry Longenecker
Community Development Director
ISSUE: Fiscal Year 2021-2022 Development Impact Fees Annual Report

RECOMMENDATION: That the City Council approve the Fiscal Year 2021-2022 Development Impact Fees Annual Report pursuant to California Government Code Section 66006.

SUMMARY:

Pursuant to Section 66006 of the California Government Code, local agencies are authorized to condition approval of development projects on the payment of development impact fees for the purpose of defraying all or a portion of the cost of public facilities related to the development project. Any local agency that imposes a development impact fee is required to make available to the public a summary of each mitigation fee account on an annual basis. At this time, the City imposes three types of development impact fees on development projects – Public Art Fees, Traffic Mitigation Fees, and Quimby Act Fees – and pursuant to the aforementioned regulations, it is required to make available for public review a summary of activities for each account.

BACKGROUND:

The Mitigation Fee Act, as provided for in Section 66006 of the California Government Code, regulates the means by which public agencies collect, maintain, and spend development impact fees imposed on development projects. The regulations include specific requirements pertaining to governmental accounting, spending, and annual reporting of development impact fees. Each year the City is required to make available to the public a summary of each mitigation fee account (“Annual Report”). Moreover,

FY 2021-2022 Development Impact Fees Annual Report

January 10, 2023

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after a 15-day public review period, the City is required to review the Annual Report in a public meeting.

Reporting Requirements

The City imposes three types of development impact fees on development projects: Public Art Fees, Traffic Mitigation Fees, and Quimby Act Fees. Accordingly, as required in the Mitigation Fee Act, the City must make available its Annual Report which includes:

- 1) A brief description of the type of fee in the account or fund;
- 2) The amount of the fee;
- 3) The beginning and ending balance of the account or fund;
- 4) The amount of the fees collected and interest earned;
- 5) Identification of each public improvement on which fees were expended and the total amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
- 6) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, and the public improvement remains incomplete;
- 7) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and
- 8) The amount of any refunds made pursuant to Section 66001(e) and the amount of any allocations pursuant to Section 66001(f).

Furthermore, Section 66008 of the Mitigation Fee Act provides that a local agency shall expend a fee for public improvements solely and exclusively for the purpose for which it is collected. The fee may not be levied, collected, or imposed for general revenue purposes.

FY 2021-2022 Development Impact Fees Annual Report

January 10, 2023

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Summary of Mitigation Fee Activity

No mitigation fees were collected during the fiscal year ending June 30, 2022. However, the Public Art Fees Fund collected \$206.77 in interest earnings, resulting in a total ending fund balance of \$72,179.58.

Additional Public Art fees were collected during FY 2022-23 for two Urban Village projects: \$350,000 for the Village at Laguna Hills project and \$120,000 for Memorial Care's Women's Health Pavilion project currently under construction. These additional Public Art funds will be included in the Development Impact Fee annual report covering FY 2022-23. In total, the City currently has \$542,179.58 in Public Art funds.

The Traffic Mitigation Fees Fund and the Quimby Act Fees Fund each began and ended the year with a zero balance.

Fifth Year Findings

Section 66001(d) of the Mitigation Fee Act requires the City to make additional findings every fifth fiscal year after an initial deposit for any unexpended amounts – committed or uncommitted – remaining in a mitigation fee account. The existing funds in the Public Art Fees account were initially deposited during FY 2016-17: therefore, the City is required to make fifth year findings as part of the FY 2021-22 annual report (attached), summarized as follows:

A. Identify the purpose to which the fee is to be put.

In accordance with the Urban Village Specific Plan, unexpended Public Art fees shall be used to commission and acquire artwork to be installed within the Village at Laguna Hills (previously Five Lagunas) project site, or the artwork may be located within a public plaza or town green adjacent to the project site. The artwork shall be prominently placed and oriented toward the pedestrian experience of the site, and must be located in places that are open and easily accessible to the public, which may be on private or public properties. The artwork may include, but is not limited to, sculptures, paintings, graphic arts, mosaics, photographs, fountains, decorative arts, and the preservation of historical or cultural resources.

FY 2021-2022 Development Impact Fees Annual Report

January 10, 2023

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B. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.

The unexpended funds in the Public Art account will be used for artwork to be located within, or adjacent to, the site of the project for which the funds were deposited, the Village at Laguna Hills (previously Five Lagunas).

C. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements identified in paragraph (2) of subdivision (a).

The Village at Laguna Hills project, approved in March 2022, included an additional Public Art fee in the amount of \$350,000, as provided for in a Development Agreement approved with the project. In addition, Memorial Care's Women's Health Pavilion project, approved in April 2022, included a \$120,000 Public Art fee. Public Art fees for both projects were deposited in the City's Public Art fund in FY 2022-23, and will be reflected in the Development Impact Fee annual report for that fiscal year. In total, the City currently has \$542,179.58 in Public Art funds, to be spent in the manner described in Finding A, above.

D. Designate the approximate dates on which the funding referred to in subparagraph (C) is expected to be deposited into the appropriate account or fund.

Public Art fees identified in Finding C, above, were deposited in the City's Public Art fund in FY 2022-23, and will be reflected in the Development Impact Fee annual report for that fiscal year. In total, the City currently has \$542,179.58 in Public Art funds, to be spent in the manner described in Finding A, above.

Construction of the recently approved Village at Laguna Hills project will not commence for approximately 2 years, before which the following must be completed: the vacant mall buildings; the site cleared; the final map approved and recorded; site grading completed, including drainage and hydromodification features; and utilities and infrastructure, including streets, sidewalks, parkways, lighting, and both wet and dry utilities installed.

The first-phase of construction will take place over a several year period, such that the artwork associated with the Village at Laguna Hills project is anticipated to be installed in approximately 3 to 5 years (approximately FY 2026-27), depending on the rate of site preparation and project development.

FY 2021-2022 Development Impact Fees Annual Report

January 10, 2023

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Public Review

The Annual Report (attached as “**Exhibit A**”) was made available for public review at the City Clerk’s Office on December 22, 2022, satisfying the 15-day public review period as required by the Mitigation Fee Act. In addition, the Building Industry Association received an advance copy of the Annual Report on the same date.

ATTACHMENTS:

- Fiscal Year 2021-2022 Development Impact Fees Annual Report

FISCAL YEAR 2021-2022 DEVELOPMENT IMPACT FEES ANNUAL REPORT

The Laguna Hills City Council has adopted three types of development impact fees that it imposes on development projects: Public Art Fees, Traffic Mitigation Fees, and Quimby Act Fees. Pursuant to the Mitigation Fee Act, as provided in Section 66006 of the California Government Code, the City is required to make available for public review a summary of its development impact fees.

Type of Mitigation Fee

The City imposes three types of development impact fees:

- *Public Art Fees:* This fee provides funding for Public Art throughout the City's Urban Village, thereby enhancing the cultural and aesthetic environment of the City and to encourage creativity, education, and appreciation of the arts.
- *Traffic Mitigation Fees:* This fee provides funding for additional or improved traffic signal, operation, and infrastructure improvements for which the demand is generated by new development within the Urban Village.
- *Quimby Act Fees:* This fee provides funding for additional or improved park and/or recreation facilities improvements for which the demand is generated by new residential development within the City.

Amount of Fee

The amounts of the development impact fees are described below:

- *Public Art Fee:* The minimum amount for the public art component or in-lieu fee shall be required of all new development with a total project construction cost of \$250,000 or more pursuant to the following formula:
 - $TCC \times 0.005 = \text{Value of Public Art component or in-lieu fee}$
 - $TCC = \text{Total Construction Cost (permit valuation)}$
 - $0.005 = \text{Minimum value shall be 0.5\% of TCC}$
- *Traffic Mitigation Fee:* The fee shall be three thousand nine hundred fourteen dollars (\$3,914.00) per each new PM peak hour trip as determined by the City Engineer based upon an approved traffic study.

- **Quimby Act Fee:** The amount of land or in-lieu fee to be dedicated shall be determined pursuant to the following formula:
 - $A = 5(DU \times PPD) / 1,000$
 - $In-lieu\ fee = A \times FMV$
 - A = Acres required to be dedicated as parkland
 - 5.0 = City's park acreage standard (for every 1,000 residents)
 - DU = Dwelling Units (number of)
 - FMV = Fair Market Value (for one acre of parkland)
 - PPD = Persons Per Dwelling (as applicable for the subdivision and type of dwelling units constructed)

Summary of Mitigation Fee Activity

A summary of each type of mitigation fee for fiscal year ending June 30, 2022, is described below in *Table 1*:

Table 1: Summary of Mitigation Fee Activity for Fiscal Year Ending June 30, 2022

		Public Art Fees	Traffic Mitigation Fees	Quimby Act Fees
REVENUES				
	Fees	\$ -	\$ -	\$ -
	Interest	\$ 206.77	\$ -	\$ -
	Misc. Revenue	\$ -	\$ -	\$ -
	Total Revenue	\$ 206.77	\$ -	\$ -
EXPENDITURES		\$ -	\$ -	\$ -
TRANSFERS IN/OUT		\$ -	\$ -	\$ -
CHANGE IN FUND BALANCE		\$ 206.77		
BEGINNING FUND BALANCE		\$ 71,972.81	\$ -	\$ -
ENDING FUND BALANCE		\$ 72,179.58	\$ -	\$ -

Beginning and Ending Balances of Funds

The beginning and ending balances of each of the fee accounts are shown in the table below. The ending balance was arrived at by adding the fees collected and interest earned to each account, and then subtracting the expenditures.

Table 2 – Beginning and Ending Fund Balance for FY 2021-22

Balances	Public Art Fees	Traffic Mitigation Fees	Quimby Fees
Beginning Balance	\$71,972.81	\$0	\$0
Ending Balance	\$72,179.58	\$0	\$0

The Public Art Fees fund collected \$206.77 in interest earnings and no expenditures for a total ending balance of \$72,179.58. The Traffic Mitigation Fees Fund and the Quimby Act Fees fund had no activity during the fiscal year ending June 30, 2022, and both funds have zero beginning and ending balances.

Fees Collected and Interest Earned

The table below shows the amount of fees collected and interest earned.

Table 3 – Fees Collected and Interest Earned for FY 2021-22

Balances	Public Art Fees	Traffic Mitigation Fees	Quimby Fees
Fees Collected	\$0	\$0	\$0
Interest Earned	\$206.77	\$0	\$0

Expenditures

For this section, State law requires an identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the costs of the public improvement that was funded with fees.

There were no expenditures in FY 2021-22.

Construction Commencement Date for Incomplete Improvements

Not applicable at this time.

Interfund Transfers and Loans

No interfund transfers were made and no collected fees were loaned to another account in FY 2021-22.

Amount of Refunds

No refunds of any of these funds were made or required in FY 2021-22.

Fifth Year Findings

Funds in the Public Art Fee program, with a beginning balance of \$71,972.81 for this FY 2021-22 reporting period, were initially deposited in the City's Public Art account during FY 2016-17. Pursuant to Government Code Section 66001 (d) (1), local agencies shall make all the following findings with respect to that portion of the account or fund remaining unexpended after the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter:

A. Identify the purpose to which the fee is to be put.

In accordance with the City of Laguna Hills Urban Village Specific Plan, the Public Art Fee Program applies to new development projects located within Specific Plan area. The purpose of public art in the Urban Village is to enhance the cultural and aesthetic environment of the City and to encourage creativity, education and the appreciation of the arts and the City's cultural heritage.

In accordance with the City of Laguna Hills Urban Village Specific Plan, the subject unexpended fees in the City's Public Art account shall be used to commission and acquire artwork to be installed within the Village at Laguna Hills (previously Five Lagunas) project site, the project for which the subject Public Art funds were deposited, or the artwork may be located within a public plaza or town green adjacent to the project site. The artwork shall be prominently placed and oriented toward the pedestrian experience of the site, and must be located in places that are open and easily accessible to the public, which may be on private or public properties. The artwork may include, but is not limited to, sculptures, paintings, graphic arts, mosaics, photographs, fountains, decorative arts, and the preservation of historical or cultural resources.

Funds shall be used for qualified artist (with demonstrated experience in design concepts, fabrication, installation, and long-term durability of large-scale outdoor artworks) fees for design and fabrication, mountings and bases for installation of the artwork, and lighting that is integral to the artwork, with the artwork to be constructed of durable, long-lasting materials that can withstand outdoor display and require low maintenance.

B. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.

The unexpended funds in the Public Art account will be used for artwork to be located within, or adjacent to, the site of the project for which the funds were deposited, the Village at Laguna Hills (previously Five Lagunas).

- C. *Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements identified in paragraph (2) of subdivision (a).*

The unexpended Public Art fees deposited in the City's Public Art account in FY 2016-17 were deposited as required for the Five Lagunas mixed use project (SDP No. 2-15-3114) approved in 2016, to be developed on the 68-acre vacant mall property centrally located within the 240-acre Urban Village Specific Plan area. The Five Lagunas project was commenced in 2017, then halted by the property owner. In 2019, the property owner submitted a new application, the Village at Laguna Hills (USE-0010-2019), approved in March 2022, with an additional required Public Art fee in the amount of \$350,000, as provided for in a Development Agreement approved with the project. In addition, another project was approved in the Urban Village Specific Plan area, Memorial Care's Women's Health Pavilion, approved in April 2022, with a required Public Art fee of \$120,000. Public Art fees for these two projects were deposited in the City's Public Art fund in FY 2022-23, and will be reflected in the Development Impact Fee annual report for that fiscal year. In total, the City currently has \$542,179.58 in Public Art funds, to be spent in the manner described in Finding A, above.

- D. *Designate the approximate dates on which the funding referred to in subparagraph (C) is expected to be deposited into the appropriate account or fund.*

As stated in Finding C, above, anticipated additional Public Art fees associated with the Village at Laguna Hills (previously Five Lagunas) project were deposited in the City's Public Art account in FY 2022-23, as were Public Art funds associated with an adjacent project, Memorial Care's Women's Health Pavilion, also in the Urban Village Specific Plan area.

Although anticipated Public Art funds have been deposited into the City's Public Art account, construction of the recently approved Village at Laguna Hills project will not commence for approximately 2 to 3 years, and first-phase construction will take place over a several year period, such that the artwork associated with the Village at Laguna Hills project is anticipated to be installed in approximately 3 to 5 years (approximately FY 2026-27), depending on the rate of development and pre-development site preparation.

Prior to constructing the project, the vacant mall buildings must be demolished and the site cleared, the final maps must be approved and recorded, site grading must be completed, and utilities and infrastructure to support the project must be constructed, including streets, sidewalks, parkways, lighting, and both wet and dry utilities, as well as drainage and hydromodification features. These pre-construction components of the project are anticipated to be complete in 2 to 3 years.

The Village at Laguna Hills project is a 68-acre mixed use project including: 250,000 square feet of commercial retail; 465,000 square feet of office space; 1,500 residential units located in 5 buildings, and: a 100- to 150-room upscale hotel. At the center of development is a 3-acre park area, along which retail, hotel, and some residential uses will front. There is also a linear park area located adjacent to the approved office buildings. These high-profile, pedestrian areas are likely candidates for future placement of artwork. The central park area will be constructed in the first phase of development and should be completed within 3 to 5 years, approximately in FY 2026-27.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 10, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: City Council Representatives to Other Committees/Agencies

RECOMMENDATION: That the City Council take the following actions:

- 1) Review the City of Laguna Hills City Council Representatives to Other Committees/Agencies List, provide directions to staff regarding any necessary changes for appointments to the list, and by motion, approve the City Council Representatives to Other Committees/Agencies List, as revised by the City Council; and
 - 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California designating and appointing its Representative to the Orange County Fire Authority's Board of Directors; " and
 - 3) Approve and direct the City Clerk to prepare and post an updated FPPC Disclosure Form 806 to reflect all paid city representative appointments to outside agency boards, committees, and/or commissions in accordance with state law.
-

SUMMARY:

As a regular practice, following the City Council's reorganization in December, the City Council reviews the City Council Representatives to Other Committees/Agencies List of Commissions, Boards, and Committees, to which individuals represent the City during the forthcoming year(s). This list is included as an attachment to this report. Positions with specific requirements are described below.

City Council Representatives to Other Committees/Agencies

January 10, 2023

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Ad Hoc Committees

Any Ad Hoc Committee that have completed its specified project goal or is no longer needed should be dissolved by City Council action.

Orange County Fire Authority

Council Member Sedgwick has served as Director to the Orange County Fire Authority's Board of Directors since January 2015. With Council Member Sedgwick being termed out of office, the City Council must choose a new Director to represent the City and that action must be formalized by a Resolution approved by a majority vote of the total membership of the City Council. Included as an attachment to this report is the proposed resolution which would formalize the City Council's change of representative.

OC Public Libraries Library Advisory Board

The OC Public Libraries Library Advisory Board members serve 2-year terms that coincide with the individual cities' appointments and elections. It is in order to make changes if desired.

Orange County Mosquito and Vector Control District (OCMVCD) Board of Trustees

The OCMVCD Board of Trustees serve for a 2-year term. Council Member Pezold's current term does not expires until January 2024. A change in representative should be avoided at this time.

League of California Cities Annual Business Meeting Voting Delegate

The City Council must annually designate a Voting Delegate and if desired, up to two Voting Delegate Alternates to attend the annual business meeting in person to cast their vote. A Voting Delegate form must be completed and signed by the Mayor or City Clerk and submitted to the League in advance of each year's meeting indicating the authorized voting delegates. The 2023 Annual Conference is scheduled for September 20-22, 2023 in Sacramento. This designation can be made now or at a future meeting in spring or summer.

Southern California Association of Governments (SCAG) Annual General Assembly Meeting

The SCAG General Assembly is a forum where policy matters can be identified and addressed. Each member city appoints one City Council Member, who is not a Regional Council representative, as the City's official representative and one alternate for the General Assembly meeting and must communicate the names of their official

City Council Representatives to Other Committees/Agencies

January 10, 2023

Page 3

representatives and alternates to SCAG within 45 days before the annual meeting of the General Assembly. The 2023 SCAG Regional Conference & General Assembly is scheduled for May 4-5, 2023 in Palm Desert. This designation can be made now or at a future meeting no later than March 14, 2023.

Form 806

The Fair Political Practices Commission has mandated that Form 806 be used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. Each agency must post on its website a single Form 806 which lists all the paid appointment positions. When there is a change in compensation, or a new appointment, Form 806 must be updated to reflect the change. Included as an attachment to this report is a copy of the currently posted Form 806. An updated Form 806 will be posted to the City's website indicating tonight's decision designating a new representative to OCFA's Board of Directors, as well as any other applicable changes made by the City Council.

ATTACHMENTS:

- City Council Representatives to Other Committees/Agencies
- Proposed Resolution Designating a Representative to OCFA Board of Directors
- Form 806



City Council SubCommittees				
Committee	Representative	Appointed	Representative	Appointed
Audit Committee	Erica Pezold	09/28/2021	Don Caskey	12/14/2021
Events, Communication, and Beautification Committee	Erica Pezold	06/28/2022	Janine Heft	06/28/2022
Economic Development Committee	Dave Wheeler	06/28/2022	Don Caskey	06/28/2022
Solid Waste & Recycling Franchise Procurement Ad Hoc Committee	Don Caskey	04/26/2022	Erica Pezold	04/26/2022
30 th Anniversary Ad Hoc Committee	Janine Heft	08/24/2021	Erica Pezold	08/24/2021
Heritage Day Ad Hoc Committee	Janine Heft	06/14/2022	Erica Pezold	06/14/2022
Time Capsule Inventory Ad Hoc Committee	Don Caskey	12/13/2022	Erica Pezold	12/13/2022

Joint Governmental Committees				
Agency	Representative/Delegate	Appointed	Alternate (if applicable)	Appointed
Orange County Fire Authority (OCFA) Board of Directors ¹	Vacant			
OC Public Libraries Library Advisory Board (2-year term)	Dave Wheeler	01/14/2020	Erica Pezold	01/14/2020
Orange County Mosquito & Vector Control District (OCMVCD) Board of Trustees (2-year term)	Erica Pezold Term expires 1/1/2024	01/14/2022		
South OC Watershed Management Area (SOCWMA) Executive Committee	Dave Wheeler	01/12/2019	Don Caskey	12/14/2021
Transportation Corridor Agency (TCA) San Joaquin Hills Transportation Corridor Agency (SJHTCA) Board of Directors	Janine Heft	03/01/2018	Erica Pezold	02/12/2019

¹ OCFA requires appointment by Resolution

Membership Organizations				
Organization	Representative/Delegate	Appointed/Elected	Alternate (if applicable)	Appointed
Association of California Cities – Orange County (ACC-OC)	Mayor		Mayor Pro Tem	
League of Cal Cities Annual Business Meeting Voting Delegate	TBD by Council	Appointed in spring/summer	TBD by Council	Appointed in spring/summer
Southern California Association of General Governments (SCAG) Annual General Assembly Meeting	TDB by Council	Appointed in winter	TBD by Council	Appointed in winter
Orange County Council of Governments (OCCOG), District 13 (Laguna Hills, Laguna Woods, Lake Forest, Mission Viejo, Rancho Santa Margarita)	Vacant Term expires 5/2025	Special Election 01/18/2023		

Audit Committee

The City's Audit Committee was established by City Council Action on March 14, 1995, and is regulated by City Council Policy No. 105. The committee is an advisory committee to the City Council for the purpose of providing a direct line of communication between the auditor and the City Council and consists of the City Manager (or designee) and two City Council Members. The Audit Committee meets twice a year and City Council Members receive no additional compensation for serving on the Audit Committee.

Events, Communication, and Beautification Committee

The City's Events, Communication, and Beautification Committee was established by City Council Action on June 28, 2022, and meets monthly on the 2nd Wednesday of every month. The committee is an advisory committee to the City Council for the purpose of making recommendations on projects designed to maintain and enhance the appearance of public areas within the City, conduct research on communications programs, and develop and implement community events and consists of 2 City Council Members. City Council Members receive no additional compensation for serving on the Events, Communication, and Beautification Committee.

Economic Development Committee

The City's Economic Development Committee was established by City Council Action on June 28, 2022, and meets as needed based on development application submittals. The committee is an advisory committee to the City Council for the purpose of promoting and supporting local businesses and encouraging a strong economy within the City and consists of 2 City Council Members. City Council Members receive no additional compensation for serving on the Economic Development Committee.

Ad Hoc Committees

Ad-Hoc Committees are established for a limited timeframe to act in an advisory role to the City Council in order to achieve specific single- subject project goals and must be comprised solely of members of the legislative body that are less than a quorum of the legislative body. The City currently has four Ad-Hoc Committees.

The **Solid Waste & Recycling Franchise Procurement Ad Hoc Committee** is an advisory committee to the City Council for the purpose of establishing procurement documents for the upcoming 10-year Franchise agreement effective July 1, 2024. The committee was established by City Council Action on April 26, 2022 for a duration through project completion.

The **30th Anniversary Ad Hoc Committee** is an advisory committee to the City Council for the purpose of planning and promoting activities to celebrate the City's 30th Anniversary. The committee was established by City Council Action on June 14, 2022 for a duration through November 2023.

The **Heritage Day Ad Hoc Committee** is an advisory committee to the City Council for the purpose of establishing and promoting an annual Heritage Day event. The committee was established by City Council Action on June 14, 2022 for a duration through November 2023.

The **Time Capsule Ad Hoc Committee** is an advisory committee to the City Council for the purpose of reviewing and making edits to the 30th Anniversary Time Capsule inventory. The committee was established by City Council Action on December 13, 2022 for a duration through project completion.

Orange County Fire Authority (OCFA) Board of Directors

The OCFA Board of Directors consists of 23 members representing partner cities and 2 members representing the county unincorporated area. Appointments of Directors to represent their respective cities are made by Resolution and hold office until the selection of a successor by the appointing body. The Board of Directors meets every other month - usually on the 4th Thursday of the month at 6:00 p.m. and sets policy according to its adopted Rules of Procedures. The Board established an Executive Committee and a standing Budget and Finance Committee to address finance and budget policy issues. The Chair of the Board, on an annual or as needed basis, makes appointments to the Committees. City Council Members receive compensation of \$100 per meeting per day, with a max of \$300 per month for voting member attendance.

OC Public Libraries Library Advisory Board

The OC Public Libraries Library Advisory Board was created by County Board Resolution 96-903 on December 12, 1996, and consists of 26 members, comprised of 24 city council members appointed by the member cities and 2 County Supervisor members appointed by the Board of Supervisors. The Advisory Board meets 3 times a year and acts in advisory capacity reviewing the OC Public Libraries' budget, operations and policy decisions and makes recommendations to the Board of Supervisors. City Council Members serve 2-year terms and receive no additional compensation for serving on the OC Public Libraries Library Advisory Board.

Orange County Mosquito and Vector Control District (OCMVCD) Board of Trustees

The Orange County Mosquito and Vector Control District is governed by a Board of Trustees established pursuant to Health & Safety Code section 2020 et seq. Trustees are appointed by the City Council of each member city, or by the Board of Supervisors (County Trustee). Pursuant to Orange County Mosquito and Vector Control District Operations Code section 3.01.020, "...Persons appointed shall have experience, training and education in fields that will assist in the governance of the District as provided in Health & Safety Code section 2022." The Board of Trustees meets on the 3rd Thursday of each odd-numbered month at 3:00 p.m. City Council Members serve 2- or 4-year terms (at the appointing authority's discretion) commencing at noon on the 1st Monday in January and receive no additional compensation for serving on the OCMVCD Board of Trustees, but are eligible for up to \$100 in reimbursement per month for expenses incurred while on official business.

South OC Watershed Management Area (SOCWMA) Executive Committee

The SOCWMA adopted Cooperative Agreement and decision-making framework is governed by the Executive Committee of the South Orange County IRWM Group. Each of the parties appoints an elected or executive level official from its organization to serve as its member and alternate on the SOCWMA Executive Committee. The Executive Committee meets periodically and the duties and powers include identifying and prioritizing water resource issues, approving cost-share budgets for administration and activities of the SOCWMA, and allocating non-grant funds available for SOCWMA projects based on capital improvement plan priorities. City Council Member receive no additional compensation for serving on the SOCWMA Executive Committee.

Transportation Corridor Agency (TCA) San Joaquin Hills Transportation Corridor Agency (SJHTCA) Board of Directors

The San Joaquin Hills Transportation Corridor Agency manages the 73 Toll Road, which stretches 15 miles from Newport Beach to San Juan Capistrano in southwest Orange County. SJHTCA member agencies are the cities of Aliso Viejo, Costa Mesa, Dana Point, Irvine, Laguna Hills, Laguna Niguel, Laguna Woods, Mission Viejo, Newport Beach, San Juan Capistrano and Santa Ana, along with the County of Orange's 3rd and 5th Districts. The San Joaquin Hills and Foothill/Eastern Transportation Corridor Agencies Board Meetings are generally held concurrently as one joint meeting on the 2nd Thursday of each month at 9:30 a.m. Board members and Alternates earn a stipend of \$120 per meeting, for up to 18 meetings per agency per quarter. They may also be eligible for reimbursement of mileage costs at the current IRS rate.

Association of California Cites – Orange County (ACC-OC)

The ACC-OC membership base consists of the Cities of Orange County, local government special districts, businesses, non-profits and higher education institutions. The Association operates as a 501c3 and is governed by a Board a Directors elected by Mayors of all member cities. The Board is comprised of an executive committee, representatives from all 5 Supervisory districts, and three large city representatives. The ACC-OC is organized into several Policy Committees: Energy, Environment and Water Committee, Homelessness Task Force, Coalition for Residential Recovery Reform, Local Government and Finance Committee, Economic Development Committee and Legislative & Regulatory Committee. The ACC-OC Board of Directors Executive Committee meets on the 3rd Wednesday of each month at noon and the policy committees have various meeting schedules. City Council Members receive no additional compensation for serving on the ACC-OC Board of Director or Policy Committees.

League of Cal Cities Annual Business Meeting Voting Delegate

Part of the League of Cal Cities Annual Conference is the Annual Business Meeting to consider and take action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a Voting Delegate and if desired, up to two Voting Delegate Alternates. The Voting Delegate must attend the conference in person to cast their vote. A Voting Delegate form must be completed and signed by the Mayor or City Clerk and submitted to the League in advance of each year's meeting indicating the authorized voting delegates. The 2023 Annual Conference is scheduled for September 20-22, 2023 in Sacramento. City Council Members receive no additional compensation for attending the League of Cal Cities Annual Business Meeting, but are eligible for travel reimbursements from the City.

Southern California Association of General Governments (SCAG) Annual General Assembly Meeting

The SCAG General Assembly is a forum where policy matters can be identified and addressed. Any city or county representative may propose a subject for study by the Association, provided that the representative has notified the President of the proposal 45 days in advance of the General Assembly meeting. Each member city appoints one City Council Member, who is not a Regional Council representative, as the City's official representative and one alternate for the General Assembly meeting and must communicate the names of their official representatives and alternates to SCAG within 45 days before the annual meeting of the General Assembly. The 2023 SCAG Regional Conference & General Assembly is scheduled for May 4-5, 2023 in Palm Desert. City Council Members receive no additional compensation for attending the SCAG General Assembly, but may be eligible for travel reimbursements from the City.

Orange County Council of Governments (OCCOG), District 13

OCCOG is a voluntary joint powers agency governed by a 19-member Board of Directors. As the subregional planning agency for Orange County, OCCOC is also responsible for conducting the elections for Southern California Association of Governments (SCAG) representatives for Orange County. Members of the OCCOG Board of Directors represent cities within their respective SCAG district and serve on the SCAG Regional Council. OCCOG also selects Orange County's 12 SCAG committee representatives. Elections are held in the spring each year. Odd-numbered districts are generally elected in odd years; even numbered districts are elected in even years. OCCOG meetings are held the fourth Thursday monthly 10:30am-12:30pm; SCAG meetings are held the first Thursday monthly from 9:30am-2:00pm. The 2023 OCCOG General Assembly is scheduled for Thursday, March 23, 2023, at the Richard Nixon Presidential Library and Museum in Yorba Linda. City Council Members receive no additional compensation for serving on the OCCOG Board of Directors or attending the OCCOG General Assembly, but may be eligible for travel reimbursements from the City.

RESOLUTION NO. 2023-01-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, DESIGNATING AND
APPOINTING ITS REPRESENTATIVE TO THE ORANGE
COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City, as a "member" of the Orange County Fire Authority Joint Powers Authority (JPA) is entitled to appoint a representative director ("Director") to the Orange County Fire Authority's Board of Directors; and

WHEREAS, each member agency, by resolution of its governing body, shall designate and appoint one representative to act as its Director on the Authority Board of Directors, except the County whose Board of Supervisors shall appoint two representatives to act as its Directors; and

WHEREAS, each Director shall be a current elected member of the governing body; and

WHEREAS, each Director shall hold office until the selection of a successor by the appointing body; and

WHEREAS, each Director is to serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole direction of that appointing body; and

WHEREAS, any vacancy shall be filled in the same manner as the original appointment of a Director.

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

SECTION 1. Designate and appoint Council Member as its Director to the Orange County Fire Authority Board of Directors.

SECTION 2. The City Council hereby directs the City Clerk to transmit a copy of this Resolution to the Clerk of the Authority of the Orange County Fire Authority prior to their next regularly scheduled board meeting.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 10th day of January 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of
Resolution No. 2023-01-10-X adopted by the City Council of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 10th day of January 2023, by
the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

Agency Report of: Public Official Appointments

A Public Document

1. Agency Name City of Laguna Hills			California Form 806 For Official Use Only
Division, Department, or Region (If Applicable)			
Designated Agency Contact (Name, Title) Melissa Au-Yeung, Deputy City Manager			
Area Code/Phone Number 949-707-2621	E-mail mau-yeung@lagunahillsca.gov	Page <u>1</u> of <u>1</u>	Date Posted: 1/15/2020 (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Orange County Fire Authority	▶ Name <u>Sedgwick, Don</u> (Last, First) Alternate, if any <u>None</u> (Last, First)	▶ <u>01 / 13 / 15</u> Appt Date ▶ <u>undefined</u> Length of Term	▶ Per Meeting: \$ <u>100-330 max.</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☒ <u>\$3,600</u> Other
Transportation Corridor Agency (San Joaquin Hills Transportation Corridor Agency)	▶ Name <u>Heft, Janine</u> (Last, First) Alternate, if any <u>Pezold, Erica</u> (Last, First)	▶ <u>03 / 01 / 18</u> Appt Date ▶ <u>undefined</u> Length of Term	▶ Per Meeting: \$ <u>120</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☒ \$1,001-\$2,000 ☐ Other
Orange County Mosquito and Vector Control District	▶ Name <u>Pezold, Erica</u> (Last, First) Alternate, if any <u>None</u> (Last, First)	▶ <u>01 / 14 / 20</u> Appt Date ▶ <u>2 years</u> Length of Term	▶ Per Meeting: \$ <u>100</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☒ \$1,001-\$2,000 ☐ Other
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ <u>/ /</u> Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.


 Donald J. White City Manager 1/15/2020
 Signature of Agency Head or Designee Print Name Title (Month, Day, Year)

Comment: _____



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: January 10, 2023
TO: Mayor and Council Members
FROM: Captain Rene De La Rosa
Acting Chief of Police Services
ISSUE: Laguna Hills Polices Services Public Safety Quarterly Report

RECOMMENDATION: That the City Council receive and file the Laguna Hills Police Services Public Safety Quarterly Report for the Third Quarter 2022.

SUMMARY:

In 2021, City Council requested Police Services provide regularly scheduled update reports regarding public safety in the community. Overall, local issues continue to reflect regional, state, and national trends. The City's local police services, as provided by the Orange County Sheriff's Department, continues to ensure the city is a safe community. The 2022 Third Quarter Public Safety Report and attached 2022 Monthly Statistical Data report (Attachment A).

BACKGROUND:

For the last thirty years, the City of Laguna Hills has contracted with the Orange County Sheriff's Department for its law enforcement needs. Laguna Hills Police Services is responsible for public safety and general law enforcement within the city, which includes patrol services, traffic enforcement, and criminal investigations.

The greater Orange County Sheriff's Department works hard to mitigate crime and ensure public safety in our city, as well. Many divisions and specialty details work closely with Laguna Hills patrol deputies to prevent, deter, and effectively respond to criminal activity. They provide a wide array of law enforcement resources that help protect our residents and ensure safety within our community. An undeniable benefit of the current

contracting model for Police Services is the vast number of resources that can be made available to the city on an emergency or scheduled basis.

Under normal circumstances, all communities experience some level of criminal activity, which is the primary focus of law enforcement. Over the last year, there have been shifts in crime trends throughout southern California. These trends have continued during the third quarter of 2022. Noticeably, increases in automobile thefts, catalytic converter thefts, mail theft, identity theft, family violence, assaults, narcotics violations, and gang related activity. Our city has also experienced these fluctuations in crime trends throughout our community. From July 1, 2022 to September 30, 2022, deputies responded to a total of **4,705** calls for service, an increase from the same time frame in 2021, when deputies responded to **3,902** calls for service.

Other notable statistics include the total number of arrests made this calendar year by patrol deputies as of September 30, 2022. These include: **121** Street Arrests; **89** Citation Arrests; and **44** Warrant Arrests, for a total of **254** arrests to date. We continue to experience a significant amount of Citation Arrests throughout the community, most of which are related to narcotics violations.

During the third quarter, we continued to see gang activity primarily related to vandalism, graffiti, and assaults. In response, Laguna Hills Police Services, in collaboration with OC Sheriff's Special Investigations Bureau and a variety of specialty enforcement units, has increased patrol checks, enforcement activities, and surveillance in the affected areas. This includes both uniformed deputies in marked patrol vehicles, undercover deputies in unmarked vehicles and the Mounted Unit. The Gang Enforcement Team (GET) has been fully engaged in our operations and has been conducting saturation patrols in and around the Community Center and Sports Complex and adjacent residential communities, specifically targeting gang related criminal activity. These increased proactive enforcement operations have yielded positive results. During this quarter, GET gang suppression operations have resulted in **11** arrests, 4 search warrants, and the seizure of 2 unmarked (ghost gun) firearms. Police Services intends to continue these operations into the foreseeable future to ensure public safety throughout the city.

Automated License Plate Reader (ALPR) Program

In 2021, the City of Laguna Hills contracted with Flock Safety Incorporated to provide Automated License Plate Reader (ALPR) services as part of its overall public safety strategy. The ALPR system connects with other public and private Flock ALPR systems

throughout the region to provide an integrated public safety network. The interconnectivity of this broader network of ALPR systems gives Police Services an enhanced investigative capability to respond to and deter criminal activity throughout the City of Laguna Hills.

The City's ALPR system is being used by a variety of units within the Sheriff's Department. Some of these include, but are not limited to: Laguna Hills Police Services, Lake Forest Police Services, the Directed Enforcement Team (DET), the Gang Enforcement Team (GET), Sheriff's Investigations, the Regional Auto Theft Detail, the Traffic Enforcement Bureau, the Special Victim's Unit (SVU), and the Sheriff's Crime Analysis Bureau.

Prior to this system being added to our City, Police Services had very little success in locating stolen vehicles. However, in the last nine months, our staff has used this system to successfully locate eleven occupied stolen vehicles, which resulted in fifteen arrests. Some of these stolen vehicles were occupied by multiple subjects, who were in possession of evidence linking them to multiple crimes in multiple jurisdictions. These arrests were directly related to criminal activity which occurred in our community. These are examples of how this system has enabled us to remove sophisticated criminals from our streets and prevent them from victimizing our residents.

During the third quarter of 2022, the Laguna Hills ALPR system (20 ALPRs) registered a total of **12,824,407** Plate Reads, of which **3,252,704** were categorized as Unique Reads. The "Unique Reads" total represents the number of unique vehicles that passed through the ALPR gateways. "Plate Reads" include all system reads by all ALPRs, including multiple reads of the same unique vehicle license plate. Additionally, during the third quarter the system was used by law enforcement to conduct **10,792** investigative searches related to criminal activity.

These numbers clearly illustrate the value this type of technology brings to our operations. By investing in this system, the city has provided a significant public safety resource, which has increased Police Services ability to respond to and investigate criminal activity directly impacting our city. This system has been an excellent addition to our community, and we anticipate continued positive results in the future.

Public Safety Reminder

"If you see something, say something." Always report suspicious activity in the community to law enforcement. In the event of an emergency, always dial 911. For non-

emergencies, contact Sheriff's Dispatch at (949) 770-6011. To contact Laguna Hills Police Services reference NON-emergency items, call (949) 707-2640. Anonymous tips can be submitted by phone or text to 1-855-TIP-OCCS or online at occrimestoppers.org.

FISCAL IMPACT:

This public safety update is for informational purposes only. There are no fiscal impacts related to this report.

ATTACHMENTS:

- Attachment A – 2022 Monthly Statistical Data Report

LAGUNA HILLS POLICE SERVICES

7.3.1.a

2022 MONTHLY STATISTICAL DATA

UCR (SRS/NIBRS) DATA	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Animal Cruelty	0	0	0	0	0	2	0	1	0	0			6
Arson	0	0	0	0	0	2	0	0	0	0			4
Assault (Aggravated)	8	1	7	3	3	8	8	10	5	7			120
Assault (Simple)	2	4	3	8	6	10	10	14	10	6			146
Assault (Intimidation)	0	0	4	2	2	3	0	8	2	1			44
Bribery	0	0	0	0	0	0	0	0	0	0			0
Burglary B&E	10	8	9	6	9	5	5	7	3	8			140
Counterfeit/Forgery	2	3	1	5	2	3	1	2	1	4			48
Destruction/Vandalism	13	7	6	10	11	8	11	11	5	12			188
Drug/Narcotic Violations	9	14	1	6	5	2	7	7	3	14			136
Drug Equipment	8	15	7	6	4	6	7	6	8	17			168
Embezzlement	0	0	0	0	0	0	1	0	0	4			10
Extortion/Blackmail	0	0	0	0	0	0	0	0	0	0			0
Fraud (False Pretense)	2	4	3	3	2	5	5	2	3	4			66
Fraud (Credit Card)	0	0	0	0	2	1	0	0	1	0			8
Fraud (Impersonation)	1	1	0	0	0	0	1	0	1	1			10
Fraud (Welfare)	0	0	0	0	0	0	0	0	0	0			0
Fraud (Wire)	0	0	0	0	0	0	0	0	0	0			0
Fraud (ID Theft)	0	6	3	6	4	6	6	2	5	3			82
Fraud (Hacking/Computer)	0	0	0	0	0	0	0	0	0	0			0
Gambling (Betting)	0	0	0	0	0	0	0	0	0	0			0
Gambling (Operating)	0	0	0	0	0	0	0	0	0	0			0
Gambling (Equipment)	0	0	0	0	0	0	0	0	0	0			0
Gambling (Sports)	0	0	0	0	0	0	0	0	0	0			0
Homicide (Murder)	0	0	0	0	0	0	0	0	1	0			2
Homicide (Negligent Man.)	0	0	0	0	0	0	0	0	0	0			0
Homicide (Justifiable)	0	0	0	0	0	0	0	0	0	0			0
Human Trafficking (Sex)	0	0	0	0	0	0	0	0	0	0			0
Human Trafficking (Servitude)	0	0	0	0	0	0	0	0	0	0			0
Kidnapping	0	0	0	0	0	0	1	0	0	0			2
Theft (Pick Pocket)	0	0	0	0	0	0	1	0	0	0			2

Attachment: Attachment A – 2022 Monthly Statistical Data Report (3032 : Public Safety Quarterly Report)

LAGUNA HILLS POLICE SERVICES

7.3.1.a

2022 MONTHLY STATISTICAL DATA

UCR (SRS/NIBRS) DATA	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Theft (Purse Snatching)	0	0	0	0	1	1	0	0	0	1			6
Theft (Shoplifting)	2	2	2	4	2	0	4	1	2	3			44
Theft (From Building)	3	0	1	0	0	0	3	2	0	1			20
Theft (Coin Op Machine)	0	0	0	0	0	0	0	0	0	0			0
Theft (From Motor Veh.)	5	5	9	8	9	9	10	7	10	5			154
Theft (Veh. Parts/Accessories)	0	2	4	1	2	3	6	4	6	2			60
Theft (All Other Larceny)	5	6	3	1	7	9	3	5	0	8			94
Motor Vehicle Theft	4	7	6	3	10	4	6	3	7	5			110
Pornography/Obscene Materia	0	0	0	0	0	0	0	0	0	0			0
Prostitution	0	0	1	1	0	0	0	0	0	0			4
Prostitution (Assist/Promote)	0	0	0	0	0	0	0	0	0	0			0
Prostitution (Purchasing)	0	0	0	0	0	0	0	0	0	0			0
Robbery	2	1	1	0	1	0	1	1	1	1			18
Sex (Forcible Rape)	0	0	1	0	0	0	0	0	0	0			2
Sex (Forcible Sodomy)	0	0	0	0	0	0	0	0	0	0			0
Sex Assault W/An Object	0	0	0	0	0	0	0	0	0	0			0
Sex (Forcible Fondling)	0	0	0	0	0	0	0	0	0	0			0
Sex (Incest)	0	0	0	0	0	0	0	0	0	0			0
Sex (Statutory Rape)	0	0	0	0	0	0	0	0	0	0			0
Stolen Property Offenses	4	4	0	0	0	1	1	3	1	1			30
Weapons Law Violations	0	0	5	5	3	2	2	5	1	0			46
TOTAL	80	90	77	78	85	90	100	101	76	108	0	0	1770

RESPONSE TIMES (H:M:S)	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVE
PRIORITY 1 CALLS	0:05:37	0:04:56	0:03:45	0:05:02	0:04:43	0:05:48	0:06:13	0:05:15	0:04:12	0:04:45			0:05:10
PRIORITY 2 CALLS	0:14:45	0:17:17	0:17:30	0:16:13	0:21:45	0:19:31	0:18:07	0:18:24	0:18:33	0:14:29			0:17:57
PRIORITY 3 CALLS	0:29:01	0:26:34	0:28:41	0:27:03	0:36:34	0:35:33	0:32:10	0:30:39	0:27:13	0:22:22			0:30:47
PRIORITY 4 CALLS	0:41:27	0:41:47	1:10:49	0:55:02	0:56:43	0:56:26	0:35:47	0:55:40	0:34:38	0:40:33			0:51:43

Attachment: Attachment A – 2022 Monthly Statistical Data Report (3032 : Public Safety Quarterly Report)

LAGUNA HILLS POLICE SERVICES

7.3.1.a

2022 MONTHLY STATISTICAL DATA

CALLS FOR SERVICE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
OBSERVED	302	328	374	320	377	304	526	781	617	621			4550
ASSIGNED	699	740	744	715	771	826	887	1153	741	762			8038
TOTAL	1,001	1,068	1,118	1,035	1,148	1,130	1,413	1,934	1358	1383	0	0	12,588

CALLS BY RESPONSE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
PRIORITY 1	24	16	19	14	12	27	23	21	11	TBD			167
PRIORITY 2	318	339	326	325	353	383	360	497	324	TBD			3225
PRIORITY 3	593	637	696	622	701	656	957	1309	955	TBD			7126
PRIORITY 4	66	76	77	74	82	64	73	107	68	TBD			687
TOTAL	1,001	1,068	1,118	1,035	1,148	1,130	1,413	1,934	1,358	0	0	0	11,205

ARREST STATS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
FELONY BOOKING	11	3	3	6	1	4	3	5	9	2			47
MISDEMEANOR BOOKING	12	7	7	5	4	5	11	12	4	9			67
WARRANT BOOKING	8	9	7	5	7	2	3	2	1	16			44
DUI ARRESTS	0	3	3	3	0	0	0	0	0	0			9
MISDEMEANOR CITATIONS	12	15	13	6	5	2	10	11	15	30			89
G.E.T. ARRESTS	0	0	2	5	0	1	4	5	2	1			19
TOTAL	43	37	35	30	17	14	31	35	31	58	0	0	331

HOMELESS STATS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
HOMELESS CONTACTS	12	12	11	10	10	10	9	9	9	9			92

TRAFFIC STATS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
TRAFFIC CITATIONS	55	159	146	168	159	90	125	48	102	177			1229
PARKING CITATIONS	176	185	142	144	311	193	200	192	159	217			1919
TRAFFIC ENFORCEMENT INDEX	10.8%	65.0%	39.7%	27.4%	122.0%	15.8%	34.0%	6.0%	20.67%	105%			40.1%

CONSUME TIME (%)	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
TOTAL	57.19%	51.25%	52.21%	49.92%	54.53%	52.23%	54.57%	53.34%	51.91%				53.16%

Attachment: Attachment A – 2022 Monthly Statistical Data Report (3032 : Public Safety Quarterly Report)

LAGUNA HILLS POLICE SERVICES

7.3.1.a

2022 MONTHLY STATISTICAL DATA

ALPR ANALYTICS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
PLATE READS	3,495,631	3,807,693	3,848,365	3,801,030	3,390,720	3,538,998	3,866,991	4,531,517	4,070,876	4,222,014			38,573,835
UNIQUE PLATE READS	1,799,535	1,954,072	2,041,684	2,045,309	1,889,704	1,996,131	1,929,256	2,094,069	582,413	576,222			16,908,395
INVESTIGATIVE SEARCHES	2,076	1,256	2,878	4,639	4,313	3,025	4,873	5,805	8,746	10,792			48,403

DISCLAIMER

This product was produced using raw crime reporting data. This report is intended to provide a general overview of monthly statistical data. Statistical values represented are likely not consistent with the Uniform Crime Reporting (UCR) Program of the Federal Bureau of Investigation (FBI) under the Summary Reporting System (SRS) requirements.

As of June 2021, the Orange County Sheriff's Department (OCSD) is in the process of transitioning from the UCR SRS reporting to the new UCR National Incident-Based Reporting System (NIBRS) requirements. Official statistical data will not be available until OCSD is NIBRS certified by the Department of Justice (DOJ).

The data reflected in this report is preliminary and is not representative of UCR NIBRS requirements. Crime statistics are based on the date the crime or arrest occurred. All information and data listed in this report is considered preliminary and subject to further update/revision.

Attachment: Attachment A – 2022 Monthly Statistical Data Report (3032 : Public Safety Quarterly Report)