

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, July 16, 2025
2:00 p.m.

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

Shari L. Horne
Mayor

Annie McCary
Mayor Pro Tem

Cynthia Conners
Councilmember



Pearl Lee
Councilmember

Carol Moore
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

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

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

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

REGULAR MEETING SCHEDULE

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

AGENDA POSTING AND AVAILABILITY

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

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

AGENDA DISTRIBUTION LISTS

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

Mail Distribution: The City of Laguna Woods is able to mail agendas and/or agenda materials if provided with advance payment for postage and printing (if applicable). To request mail distribution, please email cityhall@cityoflagunawoods.org or contact the City Clerk’s Office at (949) 639-0500/TTY (949) 639-0535.

FOR ADDITIONAL INFORMATION

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

AFFIDAVIT OF POSTING

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

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

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

7/11/25
Date

OPTIONS FOR PUBLIC COMMENTS/TESTIMONY

1. In Person

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

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

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

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

2. In Writing

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

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

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

REMOTE VIEWING AND/OR LISTENING OPPORTUNITIES

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

1. Zoom (on a computer)

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

- Visit www.zoom.us

- Click on “Join” (if given an option select “by meeting ID”)
- Enter the following meeting ID: 898 1225 2205
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 638425
- Enter a name and email address as required by Zoom

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

2. Zoom (on a telephone)

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

- Call (669) 444-9171 or (253) 205-0468
- Follow the prompts and provide the information required by Zoom
- When prompted for a webinar ID enter: 898 1225 2205
- When prompted for a passcode enter: 638425

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

3. YouTube

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

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

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

4. Cable Television

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

I. CALL TO ORDER

Introductory Notes:

Members of the public wishing to address the City Council on items appearing on this agenda are advised to indicate their interest in doing so by submitting a speaker card

to City staff or proceeding to the podium, one-by-one, at the time an item is considered.

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II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS – None

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

VI. CITY TREASURER’S REPORT

6.1 City Treasurer’s Report

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

VII. CONSENT CALENDAR

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

the Consent Calendar regardless of whether an item is removed for separate discussion and consideration of action.

7.1 City Council Minutes

Recommendation: Approve the City Council meeting minutes for the regular meeting on June 18, 2025 and the adjourned regular meeting on June 25, 2025.

7.2 Payment Register

Recommendation: Approve the payment register dated July 16, 2025 in the amount of \$575,523.34.

7.3 Building Official, Permit Counter, and Inspection Services

Recommendation:

1. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an agreement with Interwest Consulting Group for building official, permit counter, and inspection services.

AND

2. Approve an agreement with Interwest Consulting Group for building official, permit counter, and inspection services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

7.4 Information Technology Services

Recommendation:

1. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an extension and amendment of the agreement with Practical Data Solutions for information technology services.

AND

2. Approve an extension and amendment of the agreement with Practical Data Solutions for information technology services and authorize the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney.

7.5 Employee Positions

Recommendation: Approve a modified job classification for the following City employee positions: Management Analyst Series (Management Analyst and Senior Management Analyst).

VIII. PUBLIC HEARINGS

- 8.1 Sign Program SP-1523 to allow for various signage at 24202 Moulton Parkway, Laguna Woods, California 92637

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING SIGN PROGRAM SP-1523 TO ALLOW FOR VARIOUS SIGNAGE AT 24202 MOULTON PARKWAY, LAGUNA WOODS, CALIFORNIA 92637, AND DETERMINING AND CERTIFYING THAT THE SIGN PROGRAM IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15311 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

8.2 False Security System Alarm Fees

Recommendation: Cancel the public hearing. (Note: Staff plans to schedule a new public hearing and consideration of the adoption of an increased false security system alarm fee for the next regular meeting of the City Council on August 20, 2025.)

IX. CITY COUNCIL BUSINESS

9.1 2024-2025 Orange County Grand Jury Report, “Long-Term Solutions to Short-Term Rentals”

Recommendation: Approve a response to the 2024-2025 Orange County Grand Jury Report, “Long-Term Solutions to Short-Term Rentals,” authorize the Mayor to execute the response, and direct the City Manager to submit the response as required by applicable law.

X. CITY COUNCIL REPORTS AND COMMENTS

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

10.1 Coastal Greenbelt Authority

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

Alternate: Councilmember Conners

- 10.2 Orange County Fire Authority
Mayor Horne
- 10.3 Orange County Library Advisory Board
Councilmember Moore; Alternate: Mayor Pro Tem McCary
- 10.4 Orange County Mosquito and Vector Control District
Councilmember Lee
- 10.5 San Joaquin Hills Transportation Corridor Agency
Councilmember Conners; Alternate: Councilmember Lee
- 10.6 South Orange County Watershed Management Area
Councilmember Moore; Alternate: Mayor Pro Tem McCary
- 10.7 Liaisons to Laguna Woods Community Bridge Builders
Mayor Horne and Mayor Pro Tem McCary
- 10.8 Other Comments and Reports

XI. CLOSED SESSION

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

- 11.1 The City Council will meet in closed session under the authority of California Government Code Section 54957(b)(1) to consider the following: Public Employee Performance Evaluation – City Manager.
- 11.2 The City Council will meet in closed session under the authority of California Government Code Section 54957.6 to conference with its labor negotiator.

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

XII. CLOSED SESSION REPORT

XIII. ADJOURNMENT

Next Regular Meeting:

Wednesday, August 20, 2025 at 2 p.m.

Laguna Woods City Hall

24264 El Toro Road, Laguna Woods, California 92637

6.1
CITY TREASURER'S REPORT

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City Treasurer's Report Monthly Financial Snapshot

Financial Assets IN THE BANK as of June 30, 2025

BY FUND

General Fund (Operating) **\$8,678,437**

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

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

Special Revenue Funds **\$3,118,233**

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

Total (All Funds) **\$15,550,370**

BY INVESTMENT TYPE

Cash and Cash Equivalents **\$1,010,553**
6.50% of portfolio

Pooled Money Investment Accounts **\$7,745,097**
49.81% of portfolio
This includes investments in a state government investment pool.

Investments - Earning **\$6,794,720**
43.69% of portfolio
This includes certificates of deposit.

Total (All Funds) **\$15,550,370**

Financial Assets HELD IN TRUST FUNDS as of June 30, 2025

California Employers' Pension Prefunding Trust Fund (CEPPT) **\$298,114**

• **New Contributions** **\$0**

• **Gain/(Loss) from Month Prior** **\$7,489**

The CEPPT is used to prefund employee pension obligations.

California Employers' Retiree Benefit Trust Fund (CERBT) **\$151,276**

• **New Contributions** **\$0**

• **Gain/(Loss) from Month Prior** **\$3,808**

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

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

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City of Laguna Woods
City Treasurer's Report
For the Month Ended June 30, 2025

ITEM 6.1

CASH AND INVESTMENTS

	Beginning Balances As of 5/31/25	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 6/30/25	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	\$ 937,441	\$ 586,419	\$ (575,578)	\$ -	\$ 948,282	6.10%	
Money Market Funds, Multi-Bank Securities (MBS) Account (Note 4)	\$ 14,112	\$ 32,256	\$ (16,234)	\$ -	\$ 30,134	0.19%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 36,577	\$ 25,577	\$ (32,256)	\$ -	\$ 29,898	0.19%	
Petty Cash	\$ 745	\$ 55	\$ -	\$ -	\$ 800	0.01%	
Laguna Woods Civic Support Fund Checking Account	\$ 1,439	\$ -	\$ -	\$ -	\$ 1,439	0.01%	
Total Cash and Cash Equivalents	\$ 990,314	\$ 644,308	\$ (624,068)	\$ -	\$ 1,010,554	6.50%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF - fair value) (Notes 2 and 3)	\$ 7,745,097	\$ -	\$ -	\$ -	\$ 7,745,097	49.81%	
Total Pooled Money Investment Accounts	\$ 7,745,097	\$ -	\$ -	\$ -	\$ 7,745,097	49.81%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit - non-negotiable (fair value) (Note 2)	\$ 6,768,695	\$ -	\$ -	\$ 26,025	\$ 6,794,720	43.69%	
Total Investments - Interest and Income Bearing	\$ 6,768,695	\$ -	\$ -	\$ 26,025	\$ 6,794,720	43.69%	90.00%
TOTAL	\$ 15,504,105	\$ 644,308	\$ (624,068)	\$ 26,025	\$ 15,550,370	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (2,168,511)	\$ 3,116,793	\$ 948,282
Money Market Funds, MBS Account	\$ 30,134	\$ -	\$ 30,134
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 29,898	\$ -	\$ 29,898
Petty Cash	\$ 800	\$ -	\$ 800
LAIF	\$ 7,745,097	\$ -	\$ 7,745,097
Certificates of Deposit	\$ 6,794,720	\$ -	\$ 6,794,720
Laguna Woods Civic Support Fund Checking Account	\$ -	\$ 1,439	\$ 1,439
Totals	\$ 12,432,137	\$ 3,118,233	\$ 15,550,370

(See NOTES on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
For the Month Ended June 30, 2025

CASH AND INVESTMENTS

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 4)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)														
37424PAG9	2023-9	GESA CR UN	24 months	07/19/23	07/31/23	245,000	245,228	245,000	5.500	Monthly	08/31/23	Green***	5.500	07/31/25
02616ACQ0	2024-5	AMERICAN FIRST CR UN	12 months	08/13/24	08/20/24	245,000	244,966	245,000	4.450	Monthly	09/20/24	Green***	4.450	08/20/25
68584JBB4	2024-6	OREGON COMMUNITY CR UN	12 months	08/13/24	08/21/24	245,000	244,966	245,000	4.450	Monthly	09/21/24	Green***	4.450	08/21/25
130162BJ8	2023-12	CALIFORNIA CR UN	24 months	12/06/23	12/15/23	245,000	245,848	245,000	5.150	Semi-Annual	06/15/24	Green***	5.150	12/15/25
00782JAD4	2023-13	ADVIA CR UN	24 months	12/22/23	12/29/23	245,000	245,539	245,000	4.800	Semi-Annual	06/29/24	Green***	4.800	12/29/25
59524LAA4	2023-1	MID CAROLINA CR UN	36 months	03/07/23	03/13/23	200,000	201,192	200,000	4.850	Monthly	04/13/23	Green***	4.850	03/13/26
23204HNV6	2023-4	CUSTOMERS BK	36 months	03/30/23	03/31/23	245,000	246,512	245,000	5.000	Semi-Annual	09/30/23	Green**	5.000	03/31/26
87868YAQ6	2023-7	TECHNOLOGY CR UN	36 months	05/19/23	05/30/23	245,000	247,102	245,000	5.000	Monthly	07/01/23	Green***	5.000	05/29/26
32022RRG4	2022-4	1ST FINL BK USA	48 months	06/15/22	06/24/22	245,000	242,915	245,000	3.150	Monthly	07/24/22	Green*	3.150	06/24/26
2546733P9	2023-5	DISCOVER BK	48 months	03/30/23	04/05/23	245,000	248,271	245,000	4.800	Semi-Annual	10/05/23	Green***	4.800	04/05/27
06051XSZ6	2025-2	BANK OF AMERICA NA	24 months	04/04/25	04/10/25	245,000	245,029	245,000	4.000	Semi-Annual	10/10/25	Green*	4.000	04/12/27
84464PCD7	2025-4	SOUTHPOINT BK	24 months	04/24/25	04/29/25	235,000	235,082	235,000	4.000	Monthly	05/29/25	Green***	4.000	04/29/27
50625LBN2	2022-3	LAFAYETTE FED CR	60 months	05/24/22	06/15/22	245,000	241,670	245,000	3.250	Monthly	07/15/22	Green***	3.250	06/15/27
33715LFS4	2024-7	FIRST TECHNOLOGY FED CR UN	36 months	08/13/24	08/21/24	245,000	246,657	245,000	4.100	Monthly	09/21/24	Green***	4.100	08/21/27
05612LED0	2025-3	BMW BK NORTH AMERICA	30 months	04/04/25	04/11/25	245,000	245,096	245,000	4.000	Semi-Annual	10/11/25	Green***	4.000	10/12/27
14042RUX7	2022-5	CAPITAL ONE NATL ASSN	60 months	10/06/22	10/13/22	245,000	247,666	245,000	4.500	Semi-Annual	04/13/23	Green*	4.500	10/13/27
22282XAB6	2024-1	COVANTAGE CR UN	48 months	01/12/24	01/24/24	245,000	245,345	245,000	4.050	Quarterly	04/24/24	Green***	4.050	01/24/28
90355GCE4	2023-2	UBS BANK USA	60 months	03/07/23	03/08/23	200,000	203,102	200,000	4.600	Monthly	04/08/23	Green*	4.600	03/08/28
919853QJ3	2025-5	VALLEY NATL BK	36 months	05/08/25	05/13/25	245,000	244,956	245,000	4.000	Semi-Annual	11/13/25	Green***	4.000	05/15/28
89854LAD5	2023-8	TTCU FED CR UN	60 months	07/19/23	07/26/23	245,000	252,046	245,000	5.000	Monthly	08/26/23	Green***	5.000	07/26/28
01882MAH5	2023-10	ALLIANT CR UN	60 months	11/07/23	11/15/23	245,000	255,275	245,000	5.350	Monthly	12/15/23	Green***	5.350	11/15/28
61690DMB1	2024-2	MORGAN STANLEY BANK NA	60 months	03/14/24	03/18/24	245,000	247,085	245,000	4.300	Semi-Annual	09/13/24	Green***	4.300	03/13/29
88241TVY3	2025-7	TEXAS EXCHANGE BK	48 months	05/08/25	05/16/25	245,000	244,608	245,000	4.000	Monthly	06/16/25	Green*	4.000	05/23/29
89235MPP0	2024-4	TOYOTA FINL SVGS BK	60 months	06/04/24	06/13/24	245,000	250,250	245,000	4.650	Semi-Annual	12/13/24	Green*	4.650	06/13/29
52171MAN5	2024-8	LEADERS CR UN	60 months	08/13/24	08/30/24	245,000	244,554	245,000	4.000	Monthly	09/30/24	Green***	4.000	08/30/29
02589AGD8	2025-1	AMERICAN EXPRESS NATL BK	60 months	01/23/25	01/29/25	245,000	246,487	245,000	4.200	Semi-Annual	07/29/25	Green***	4.200	01/29/30
05584CXB7	2025-6	BNY MELLON NATL ASSN	60 months	05/08/25	05/14/25	245,000	243,273	245,000	3.900	Semi-Annual	11/14/25	Green***	3.900	05/14/30
58404DXQ9	2025-8	MEDALLION BK	60 months	05/12/25	05/22/25	245,000	245,000	245,000	4.050	Monthly	06/22/25	Green***	4.050	05/22/30
		Accrued Interest - Month End					29,898							
Total CDs						7,250,000	6,824,617	7,250,000						

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

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

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

N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	7,739,204	7,745,097	7,739,204	Note 3	Quarterly	N/A	N/A	N/A	N/A
Total PMIA						7,739,204	7,745,097	7,739,204						

(See NOTES on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
For the Month Ended June 30, 2025

ITEM 6.1

CASH AND INVESTMENTS

	Beginning Balances As of 5/31/25	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 6/30/25
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (Note 2) (CERBT holds all assets and administers the OPEB Trust)	\$ 147,467	\$ -	\$ (9)	\$ 3,817	\$ 151,276
Employer Pension Contributions Trust					
CalPERS California Employers' Pension Prefunding Trust (CEPPT) (Note 2) (CEPPT holds all assets and administers the Employer Pension Contributions Trust)	\$ 290,626	\$ -	\$ (55)	\$ 7,544	\$ 298,114
Total Other Funds - Held in Trust	<u>\$ 438,093</u>	<u>\$ -</u>	<u>\$ (64)</u>	<u>\$ 11,361</u>	<u>\$ 449,390</u>

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



City of Laguna Woods
City Treasurer's Report
For the Month Ended June 30, 2025

CASH AND INVESTMENTS

Notes:

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

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

LAIF / The City made no deposits to or withdrawals from the LAIF account. The balance includes an adjustment in the amount of \$5,892.71 to reflect fair market value of the investment at March 31, 2025. The fair market value as of June 30, 2025 is not currently available.

Investments / There were no maturities of investments. Investments were adjusted in the amount of \$26,024.80 to report balances at fair market value as of June 30, 2025.

OPEB Trust / The City made no contributions to or withdrawals from the OPEB Trust. The OPEB Trust experienced a net gain of \$3,808.37 in June 2025.

Employer Pension Contributions Trust / The City made no contributions to or withdrawals from the CEPPT account. The Trust experienced a net gain of \$7,488.88 in June 2025.

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

Pool	Earnings Post	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month / Quarter Gross Yield	Current Month / Quarter Earnings Will Post	Notes
LAIF	Quarterly	\$0.00	See Notes	See Notes	July 2025	The pool interest yield for June 2025 was 4.269% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$32,256.34 and transferred out \$16,233.64 in Money Market Funds balances to the City's checking account in June 2025. Money Market Funds to be invested or paid out are classified separately on page 1 of 4. The Money Market Funds 30-day yield at June 30, 2025 was 3.35%. The City's portfolio also had \$29,897.76 in accrued interest, not yet vested.

City Treasurer's Certification

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

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

Digitally signed by
 Elizabeth Torres
 Date: 2025.07.10
 18:42:21 -07'00'

Elizabeth Torres, City Treasurer

7.0
CONSENT CALENDAR SUMMARY

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: July 16, 2025 Regular Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the July 16, 2025 Consent Calendar by single motion and City Council action.

Background

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

Summary

The July 16, 2025 Consent Calendar contains the following items:

- 7.1 Approval of the City Council meeting minutes for the regular meeting on June 18, 2025 (Attachment A) and the adjourned regular meeting on June 25, 2025 (Attachment B).
- 7.2 Approval of the payment register dated July 16, 2025 in the amount of \$575,523.34. A list of payments is included in the agenda packet; detailed

information about individual payments is available at or from City Hall.

- 7.3 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an agreement with Interwest Consulting Group for building official, permit counter, and inspection services. The City's procurement regulations generally require competitive bidding when the estimated cost of services is \$25,000 or more over the term of the agreement, but allow for the waiver of those provisions at the discretion of the City Council. Interwest Consulting Group provided all building official, permit counter, and inspection services for the City between February 7, 2022 and June 30, 2025. Since July 1, 2025, Interwest Consulting Group has provided building inspector coverage while the City recruits to fill one Building Inspector vacancy, under a short-term agreement (July 1-31, 2025) approved by the City Manager. Interwest Consulting Group provides or has provided similar services for the cities of Anaheim, Costa Mesa, Garden Grove, Inglewood, Irvine, La Habra, Lake Forest, Pomona, Tustin, Wildomar, and Yorba Linda. Due to the continuing need for the services provided, performance to-date, and Interwest Consulting Group's familiarity with the City's building services, staff recommends waiving competitive bidding requirements for the proposed agreement.

AND

- [2] Approval of an agreement with Interwest Consulting Group for building official, permit counter, and inspection services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The proposed agreement would allow Interwest Consulting Group to continue to provide as needed services through June 30, 2026. Even with the recent "in-sourcing" of building services, a need will exist for periodic staff augmentation by contract personnel during vacancies or periods of unusual demand. The proposed rates are higher than the rates Interwest Consulting Group offered when providing all building services, but equal to the rates in the existing short-term agreement.
- 7.4 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an extension and amendment of the agreement with Practical Data Solutions for information technology services. The City's procurement regulations generally require competitive bidding when the estimated cost of services is \$25,000 or more

over the term of the agreement, but allow for the waiver of those provisions at the discretion of the City Council. Practical Data Solutions has provided information technology services to the City since mid-2014 with additional service for numerous years preceding mid-2012; services are currently being provided under a short-term agreement (July 1-31, 2025) approved by the City Manager. Due to the continuing need for the services provided, performance to-date, and Practical Data Solutions' familiarity with the City's information technology systems, staff recommends waiving competitive bidding requirements for the proposed extension and amendment.

AND

[2] Approval of an extension and amendment of the agreement with Practical Data Solutions for information technology services and authorization for the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney. The proposed extension and amendment would continue Practical Data Solutions' services through June 30, 2026 with increases in certain rates and removal of others.

- 7.5 Approval of a modified job classification for the following City employee positions: Management Analyst Series (Management Analyst and Senior Management Analyst). In anticipation of recruiting to fill one Management Analyst Series vacancy, staff has reviewed the existing job classification and recommends that the City Council adopt modifications to better describe the positions. The proposed job classification is included as Attachment A. A redline version identifying the proposed modifications is included as Attachment B.

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7.1
CITY COUNCIL MINUTES

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

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
June 18, 2025
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Horne called the Regular Meeting of the City Council of the City of Laguna Woods to order at 2:02 p.m.

II. ROLL CALL

COUNCILMEMBER: PRESENT: Lee, Moore, McCary, Horne
 ABSENT: Connors

All councilmembers participated in-person at the meeting location.

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

All staff participated in-person at the meeting location.

III. PLEDGE OF ALLEGIANCE

Mayor Pro Tem McCary led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Elder Abuse Awareness Month – June 2025

City Clerk Trippy read the proclamation.

Councilmembers made comments.

Moved by Councilmember Moore, seconded by Mayor Pro Tem McCary, and carried on a 4-0 vote with Councilmember Connors absent, to approve and present the proclamation.

4.2 Gun Violence Awareness Month – June 2025

City Clerk Trippy read the proclamation.

Councilmembers made comments.

Moved by Councilmember Moore, seconded by Mayor Pro Tem McCary, and carried on a 4-0 vote with Councilmember Connors absent, to approve and present the proclamation.

4.3 Pride Month – June 2025

City Clerk Trippy read the proclamation.

Larry Delira, Rainbow Club of Laguna Woods Village, made comments.

Councilmembers made comments.

Mr. Delira made comments.

Moved by Councilmember Moore, seconded by Mayor Pro Tem McCary, and carried on a 4-0 vote with Councilmember Connors absent, to approve and present the proclamation.

4.4 Orange County Fire Authority Medal of Valor; Airport Fire Rescue – Mike Summers, Division Chief
(agendized by Mayor Horne)

City Clerk Trippy read the commendation.

Mayor Horne shared a video highlighting Division Chief Summers' recognition.

Division Chief Summers made comments.

Councilmembers made comments.

Moved by Councilmember Moore, seconded by Mayor Pro Tem McCary, and carried on a 4-0 with Councilmember Connors absent, to approve and present the commendation.

Mayor Horne called for a brief recess to take photographs.

The meeting was called back to order at 2:31 p.m.

4.5 Laguna Canyon Foundation Presentation – Scott Thomas, Executive Director
(agendized by Mayor Pro Tem McCary)

Scott Thomas, Executive Director, Laguna Canyon Foundation, made a presentation.

Councilmembers made comments and Mr. Thomas responded to questions.

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Vicki Johnson, resident, commented on recent ICE raids and asked the City Council to direct staff to provide immigration rights resources and educate Laguna Woods Village gate ambassadors

regarding potential ICE entries. Ms. Johnson also asked the City Council to make personal statements on the subject and reverse the recent Jewish American Heritage Month proclamation.

Mayor Horne asked about noise in the Council Chambers.

City Manager Macon briefly responded to Mayor Horne’s question.

VI. CITY TREASURER’S REPORT

6.1 City Treasurer’s Report

City Manager Macon made a presentation.

Vicki Johnson, resident, asked about the protection of monies invested in the Local Agency Investment Fund (LAIF).

Kathryn Freshley, resident, asked about the composition of the \$2,558,838 identified as “Earnings & Receipts” for the analyzed checking account.

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

Moved by Councilmember Moore, seconded by Mayor Pro Tem McCary, and carried on a 4-0 vote with Councilmember Connors absent, to receive and file the City Treasurer’s Report for the month of May 2025.

VII. CONSENT CALENDAR

Moved by Councilmember Moore, seconded by Mayor Pro Tem McCary, and carried on a 4-0 vote with Councilmember Connors absent, to approve Consent Calendar items 7.1-7.7.

7.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on May 21, 2025 and the adjourned regular meeting on May 28, 2025.

7.2 Payment Register

Approved the payment register dated June 18, 2025, in the amount of 968,569.10.

7.3 Fiscal Years 2023-25 Budget Adjustments

1. Adopted a resolution titled:

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

2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, INCREASING GENERAL FUND AND SENIOR MOBILITY FUND APPROPRIATIONS FOR THE SENIOR MOBILITY PROGRAM

AND

2. Adopted a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2023-25 BUDGET AND WORK PLAN FOR FISCAL YEAR 2023-24 COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND FISCAL YEAR 2024-25 COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025, INCREASING CAPITAL PROJECTS FUND APPROPRIATIONS TO RETURN (TRANSFER) UNSPENT FUNDS TO THE GENERAL FUND AND UNASSIGNING THE UNSPENT FUNDS

7.4 As Needed Financial Consulting Services

1. Waived the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an extension and amendment of the agreement with Irwin B. Bornstein.

AND

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

7.5 Building Plan Review and Certified Access Specialist (CASp) Services

1. Waived the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an extension and amendment of the agreement with Bureau Veritas North America for building plan review and Certified Access Specialist (CASp) services.

AND

2. Approved an extension and amendment of the agreement with Bureau Veritas North America for building plan review Certified Access Specialist (CASp) services and authorized the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney.

7.6 Code Enforcement Services

1. Waived the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an extension and amendment of the agreement with Willdan Engineering for code enforcement services.

AND

2. Approved an extension and amendment of the agreement with Willdan Engineering for code enforcement services and authorized the City Manager to execute the extension, subject to approval as to form by the City Attorney.

7.7 Informational Signage on Laguna Woods Village Trash Enclosures

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

AND

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

VIII. PUBLIC HEARINGS

8.1 Status of Vacancies and Recruitment and Retention Efforts

Mayor Horne opened the public hearing.

City Manager Macon made a presentation.

Kathryn Freshley, resident, asked about the recruitments for in-house building staff.

City Manager Macon briefly responded to Ms. Freshley's comments.

With no other requests to speak, the public hearing was closed.

IX. CITY COUNCIL BUSINESS

9.1 Fire Hazard Severity Zones

City Manager Macon made a presentation.

Mike Raugh, resident, commented on wildfire risk in Laguna Woods.

Vicki Johnson, resident, asked about how the fire hazard severity zone map was prepared.

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

Kathryn Freshley, resident, made comments regarding wildfire risk in Laguna Woods and fire risk assessments conducted by insurance companies.

Councilmembers discussed the item.

Moved by Mayor Pro Tem McCary, seconded by Councilmember Moore, and carried on a 4-0 vote with Councilmember Connors absent, to approve second reading and adopt an ordinance – read by title with further reading waived – titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 10.13 OF THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO FIRE HAZARD SEVERITY ZONES; DESIGNATING THE MODERATE, HIGH, AND VERY HIGH FIRE HAZARD SEVERITY ZONES IN ITS JURISDICTION AS RECOMMENDED BY THE STATE FIRE MARSHAL PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 51178; AND, DETERMINING AND CERTIFYING THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

City Manager Macon made a presentation.

Vicki Johnson, resident, asked about how a recession might impact the City.

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

Councilmembers briefly responded to Ms. Johnson’s comments.

Kathryn Freshley, resident, commented on the wealth of Laguna Woods residents.

Councilmembers discussed the item and staff responded to questions.

X. CITY COUNCIL REPORTS AND COMMENTS

10.1 Coastal Greenbelt Authority

Mayor Pro Tem McCary stated that there had not been a meeting since the last meeting.

10.2 Orange County Fire Authority

Mayor Horne provided a report, including a video.

10.3 Orange County Library Advisory Board

Councilmember Moore provided a report.

10.4 Orange County Mosquito and Vector Control District

No report

10.5 San Joaquin Hills Transportation Corridor Agency

No report

10.6 South Orange County Watershed Management Area

No report

10.7 Liaisons to Community Bridge Builders

No report

10.8 Other Comments and Reports

- Orange County Fire Authority Best & Bravest Annual Awards Dinner – May 30, 2025

Mayor Horne, Mayor Pro Tem McCary, Councilmember Lee, and Councilmember Moore provided a report.

- League of California Cities (Cal Cities) Quarterly Orange County Division Meeting – June 12, 2025

Mayor Horne, Mayor Pro Tem McCary, and Councilmember Moore provided a report.

- Other Comments and Reports – None

XI. CLOSED SESSION – None

XII. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned at 4:12 p.m. The next adjourned regular meeting will be at 2:00 p.m. on Wednesday, June 25, 2025 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods,

ITEM 7.1 – Attachment A

CA 92637. The next regular meeting will be at 2:00 p.m. on Wednesday, July 16, 2025 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: July 16, 2025

SHARI L. HORNE, Mayor

Sheriff's Department, provided information on the Orange County Sheriff's Department's involvement in immigration enforcement.

Councilmembers briefly responded to Captain Ackerman's comments and the public comments listed below. Captain Ackerman briefly responded to questions from councilmembers and the public comments listed below.

Janice Burstin, resident, commented on immigration enforcement and asked about the possibility of criminal charges.

Ray Dapp, resident, commented on immigration enforcement.

Rebecca Gilad, resident, asked what the Orange County Sheriff's Department could do to make immigrants in the community feel safe again.

VI. CITY TREASURER'S REPORT – None

VII. CONSENT CALENDAR

Moved by Councilmember/Director Moore, seconded by Mayor Pro Tem/Vice Chair McCary, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 7.1-7.2.

7.1 Waste Management Consulting Services

1. Waived the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an extension and amendment of the agreement with CityGreen Consulting, LLC.

AND

2. Approved an extension and amendment with CityGreen Consulting, LLC for waste management consulting services and authorized the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney.

7.2 Laguna Woods Civic Support Fund Fiscal Years 2025-27 Budget

In the capacity of the Laguna Woods Civic Support Fund Board of Directors, approved budgets for the Laguna Woods Civic Support Fund for Fiscal Year 2025-26 and Fiscal Year 2026-27.

The special meeting of the Laguna Woods Civic Support Fund Board of Directors was adjourned at 2:22 p.m.

VIII. PUBLIC HEARINGS – None

IX. CITY COUNCIL BUSINESS

9.1 Fiscal Years 2025-27 Budget and Work Plan & Fiscal Years 2025-36 Capital Improvement Program

City Manager Macon made a presentation.

Councilmembers discussed the item.

An unidentified member of the audience asked if the Fiscal Years 2025-27 Budget and Work Plan & Fiscal Years 2025-36 Capital Improvement Program are available on the City's website.

Councilmembers briefly responded to the unidentified member of the audience's question.

An unidentified member of the audience asked if the Fiscal Years 2025-27 Budget and Work Plan & Fiscal Years 2025-36 Capital Improvement Program are preliminary or final.

City Manager Macon briefly responded to the unidentified member of the audience's question.

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

1. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING THE FISCAL YEARS 2025-27 BUDGET AND WORK PLAN FOR FISCAL YEAR 2025-26 COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026, AND FISCAL YEAR 2026-27 COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027

AND

2. Adopt a resolution titled:

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

AND

3. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A STATEMENT OF THE TRANSPORTATION-RELATED PROJECTS AND MEASURE M2 (OC GO) BUDGETS INCLUDED IN THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2025-26 THROUGH 2031-32, IN CONFORMANCE WITH MEASURE M2 (OC GO) REQUIREMENTS

AND

4. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING THE ANNUAL APPROPRIATIONS LIMIT (GANN LIMIT) FOR FISCAL YEAR 2025-26 COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026, IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA STATE CONSTITUTION

9.2 Road Repair and Accountability Act of 2017 Project List

City Manager Macon made a presentation.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A LIST OF FISCAL YEAR 2025-26 PROJECTS PROPOSED TO RECEIVE FUNDING FROM THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017'S LOCAL STREETS AND ROADS FUNDING PROGRAM (ROAD MAINTENANCE AND REHABILITATION ACCOUNT), AS REQUIRED BY CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 2034(A)(1), AND MAKING RELATED AFFIRMATIONS AND AUTHORIZATIONS

9.3 Employee Positions, Compensation, and Benefits

City Manager Macon made a presentation.

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

1. Approve a job classification for the following City employee position: Senior Planner

AND

2. Repeal job classifications for the following City employee positions, effective July 1, 2025: Conservation Administrator and Development Manager.

AND

3. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 25-15, AND ESTABLISHING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES, INCLUDING THE CITY MANAGER AND OTHER LOCAL AGENCY EXECUTIVES AS DEFINED IN CALIFORNIA GOVERNMENT CODE SECTION 3511.1

- 9.4 Smoking, Fire Hazards, and Resident Safety
(agendized by Councilmember Moore)

Councilmember Moore made a presentation, including photos.

Battalion Chief Mike Yeun, Orange County Fire Authority, commented on fire prevention.

City Manager Macon offered that staff could work with the Orange County Fire Authority and local media to raise awareness of things individuals can do to prevent fire hazards.

Councilmembers discussed the item. Staff and Battalion Chief Yeun responded to questions.

Councilmember Moore shared that a coyote recently attacked her dog.

X. CITY COUNCIL REPORTS AND COMMENTS

- 10.1 Coastal Greenbelt Authority

No report

- 10.2 Orange County Fire Authority

Mayor Horne noted that the Orange County Fire Authority Board of Directors would be meeting the next day.

- 10.3 Orange County Library Advisory Board

Councilmember Moore provided a report.

- 10.4 Orange County Mosquito and Vector Control District

Councilmember Lee provided a report and responded to a question from Councilmember Moore.

10.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Connors provided a report.

Councilmembers briefly responded to the report.

10.6 South Orange County Watershed Management Area

No report

10.7 Liaisons to Community Bridge Builders

No report

10.8 Other Comments and Reports

Councilmember Connors provided a report on the following: Orange County Fire Authority Best & Bravest Annual Awards Dinner – May 30, 2025, League of California Cities (Cal Cities) Quarterly Orange County Division Meeting – June 12, 2025.

Mayor Horne briefly commented on the reports.

XI. CLOSED SESSION

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

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

XII. CLOSED SESSION REPORT

The City Council reconvened in open session at 3:26 p.m. City Attorney Patterson stated that there was no reportable action.

XII. ADJOURNMENT

The meeting was adjourned at 3:27 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, July 16, 2025, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

CHRISTOPHER MACON, City Manager

Approved: July 16, 2025

SHARI L. HORNE, Mayor

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7.2 PAYMENT REGISTER

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

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CITY OF LAGUNA WOODS

PAYMENT REGISTER

July 16, 2025

ITEM 7.2

This Report Covers the Period 6/01/2025 through 6/30/2025

Date	Vendor Name	Description	Amount
Debit	Automatic Bank Debits:		
Debit 06/03/2025	GLOBAL PAYMENTS / OPEN EDGE	Credit Card Processing Fees / May 2025	1,906.24
Debit 06/03/2025	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program / June 2025	711.05
Debit 06/03/2025	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 05/02/2025	3,650.25
Debit 06/03/2025	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 05/02/2025	3,001.05
Debit 06/05/2025	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 05/30/2025	26,210.39
Debit 06/05/2025	ADP TAX	Payroll Taxes / Pay Period Ended 05/30/2025	12,171.10
Debit 06/05/2025	NAVIA BENEFIT SOLUTIONS, INC	Employee Benefit Program / May 2025	20.00
Debit 06/06/2025	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 05/30/2025	3,494.00
Debit 06/10/2025	NAVIA BENEFIT SOLUTIONS, INC	125 Cafeteria Plan Administration / May 2025	200.00
Debit 06/11/2025	CALPERS - HEALTH	Employee Benefit Program / June 2025	13,773.22
Debit 06/13/2025	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Periods Ended 05/02/2025 and 5/16/2025 and 05/30/2025	775.84
Debit 06/17/2025	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 05/16/2025	3,001.05
Debit 06/17/2025	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 05/16/2025	3,650.25
Debit 06/18/2025	ADP TAX	Payroll Taxes / Pay Period Ended 06/13/2025	12,157.54
Debit 06/18/2025	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 06/13/2025	26,556.39
Debit 06/20/2025	ADP PAYROLL SERVICES	Payroll Processing Fees / May 2025	79.50
Debit 06/20/2025	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 6/13/2025	2,244.00
Debit 06/20/2025	NAVIA BENEFIT SOLUTIONS, INC	Employee Benefit Program / June 2025	1,517.85
Debit 06/27/2025	NAVIA BENEFIT SOLUTIONS, INC	Employee Benefit Program / June 2025	21.34
Check Number	Checks:		
8488 06/06/2025	AIA SERVICES, LLC / NDS	Recycling Outreach Items	437.77
8489 06/06/2025	ALLIANCE BUILDING MAINTENANCE, LLC	Janitorial Services / May 2025	2,916.00
8490 06/06/2025	ALPHA CARD SYSTEM, LLC	Senior Mobility Program Supplies	40.93
8491 06/06/2025	ARC DOCUMENT SOLUTIONS, LLC.	Document Scanning / May 2025	3,934.06
8492 06/06/2025	AT&T	Telephone / 458-3487 / May 2025	61.63
8493 06/06/2025	BEAR ELECTRICAL SOLUTIONS, INC.	Traffic Signal Maintenance / May 2025	5,970.00
8494 06/06/2025	CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC	Police Data Analysis Report	13,000.00
8495 06/06/2025	COUNTY OF ORANGE	Automated Fingerprint ID System / May 2025	522.00
8496 06/06/2025	EPIC IO TECHNOLOGIES, INC.	City Hall Internet Service / June 2025	201.45
8497 06/06/2025	GCI CONSTRUCTION INC.	El Toro Road & Moulton Parkway Water Quality Treatment Project: Phase 2	6,539.64
8498 06/06/2025	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / May 2025	525.00
8499 06/06/2025	ITERIS, INC	Traffic Engineering / April 2025	4,376.33
8500 06/06/2025	NADIA COOK	Document Recording Fee Reimbursement	403.00
8501 06/06/2025	PETTY CASH	Replenish Petty Cash / May 2025	-
8502 06/06/2025	PRACTICAL DATA SOLUTIONS	IT Support Services / March 2025	5,920.78
8503 06/06/2025	PSOMAS	Planning Services / April 2025	1,562.50
8504 06/06/2025	RINGCENTRAL, INC.	Telephone Services / June 2025	791.13
8505 06/06/2025	RUTAN & TUCKER, LLP	Legal Services / April 2025	3,608.75
8506 06/06/2025	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 3)	2,333.35
8507 06/06/2025	WEST COAST ARBORISTS, INC	Tree Pruning Services / April 2025	18,048.00
8508 06/09/2025	LOURDES ROSARIO	Payroll / Pay Period Ended 06/04/2025	207.57

CITY OF LAGUNA WOODS

PAYMENT REGISTER

July 16, 2025

ITEM 7.2

This Report Covers the Period 6/01/2025 through 6/30/2025

Date	Vendor Name	Description	Amount
8509	06/12/2025 AIRESPRING INC	City Hall Internet Service / June 2025	596.33
8510	06/12/2025 ALPHA CARD SYSTEM, LLC	Senior Mobility Program Software & Supplies	3,770.35
8511	06/12/2025 BOUTWELL FAY LLP	Legal Services / May 2025	263.50
8512	06/12/2025 CAPTIONING UNLIMITED	Closed Captioning / May 2025	700.00
8513	06/12/2025 CIVICPLUS, LLC	Codification Of Ordinances	3,401.36
8514	06/12/2025 COASTAL CURRENT ELECTRIC	Cancelled Permit Refund	102.00
8515	06/12/2025 EL TORO WATER DISTRICT	Water Service / April 2025	5,581.39
8516	06/12/2025 INTERWEST CONSULTING GROUP	Building Official, Permit Counter & Inspection Services / April 2025	82,405.76
8517	06/12/2025 JOHN L. HUNTER & ASSOCIATES, INC	Water Quality Services / December 2024	540.00
8518	06/12/2025 KONE INC.	City Hall Elevator Maintenance / June 2025	239.86
8519	06/12/2025 MARC DONOHUE	Administrative Services / May 2025	300.00
8520	06/12/2025 ORANGE COUNTY REGISTER-NOTICES	Public Notices / May 2025	3,172.35
8521	06/12/2025 PRACTICAL DATA SOLUTIONS	IT Support Services / April - May 2025	11,386.69
8522	06/12/2025 PREMIUM CHILD CARE	Deposit Project Refund	1,928.18
8523	06/12/2025 PSOMAS	Planning Services / April - May 2025	2,226.25
8524	06/12/2025 RECREATION BRANDING SERVICES	Graphic Design Services	340.38
8525	06/12/2025 SOUTHERN CALIFORNIA EDISON	Electric Service / April - May 2025	7,777.27
8526	06/12/2025 SOUTHERN CALIFORNIA GAS COMPANY	Gas Service - City Hall / May 2025	17.88
8527	06/12/2025 SOUTHERN CALIFORNIA SHREDDING,	Shredding Services / May 2025	470.00
8528	06/12/2025 SWEEPING CORPORATION OF AMERICA	Street Sweeping Services / May 2025	3,480.00
8529	06/12/2025 TRIPEPI, SMITH AND ASSOCIATES, INC.	Broadcasting Services / May 2025	1,022.45
8530	06/12/2025 VERIZON WIRELESS	Building iPads Data Plans / May 2025	120.03
8531	06/12/2025 VIDIFLO, LLC	Broadcasting Audio Services	485.00
8532	06/12/2025 WILLDAN ENGINEERING	Code Enforcement Services / April 2025	8,680.00
8533	06/26/2025 ALPHA CARD SYSTEM, LLC	Senior Mobility Program Supplies	7,556.73
8534	06/26/2025 AMAZON CAPITAL SERVICES	Office Supplies	237.09
8535	06/26/2025 APRIL BAUMGARTEN	Mileage Reimbursement / July 2024 - June 2025	1,618.24
8536	06/26/2025 ARC DOCUMENT SOLUTIONS, LLC.	Document Scanning	3,239.70
8537	06/26/2025 AT&T	Telephone / 583-1105 / May 2025	31.58
8538	06/26/2025 AT&T	Telephone / 581-9821 / May 2025	104.05
8539	06/26/2025 AT&T	White Pages / June 2025	4.30
8540	06/26/2025 BEAR ELECTRICAL SOLUTIONS, INC.	Traffic Signal Maintenance / January and May 2025	6,360.00
8541	06/26/2025 BUREAU VERITAS NORTH AMERICA INC	Building Plan Review Services / May 2025	4,065.80
8542	06/26/2025 COUNTY OF ORANGE	Automated Fingerprint ID System / June 2025	522.00
8543	06/26/2025 DATA TICKET, INC	Citation Processing / April - May 2025	26.08
8544	06/26/2025 ECONOMIC & PLANNING SYSTEMS, INC.	Planning Services / December 2024 - April 2025	11,727.50
8545	06/26/2025 EVERON, LLC	City Hall Maintenance	725.00
8546	06/26/2025 FIRST RESPONSE AIR CONDITIONING & HEATING INC.	City Hall Maintenance	12,342.00
8547	06/26/2025 HI STANDARD AUTOMOTIVE	Fleet Vehicles Modifications	11,341.43
8548	06/26/2025 HINDERLITER DE LLAMAS & ASSOCIATES	Sales Tax Consulting / April - June 2025	984.32
8549	06/26/2025 INTERPRETING SERVICES INTERNATIONAL, LLC	Translation Services	375.87
8550	06/26/2025 ITERIS, INC	Traffic Engineering / May 2025	6,142.79
8551	06/26/2025 JOHN L. HUNTER & ASSOCIATES, INC	Water Quality Services / January and April 2025	2,193.75
8552	06/26/2025 JUSTIN FAYLONA	Mileage Reimbursement / October 2024 - March 2025	52.60

**CITY OF LAGUNA WOODS
PAYMENT REGISTER
July 16, 2025**

This Report Covers the Period 6/01/2025 through 6/30/2025

Date	Vendor Name	Description	Amount	
8553	06/26/2025	KARDENT	City Hall Refurbishment & Safety Project: Phase 5	8,037.70
8554	06/26/2025	KONE INC.	City Hall Elevator Maintenance	1,078.20
8555	06/26/2025	NADIA COOK	Document Recording Fee Reimbursement	75.00
8555	06/26/2025	NADIA COOK	Office Supplies Reimbursement	15.07
8555	06/26/2025	NADIA COOK	Mileage Reimbursement / July 2024 - June 2025	136.16
8556	06/26/2025	NV5, INC.	Engineering Services / May 2025	13,527.00
8557	06/26/2025	OCY MANAGEMENT, LLC	Senior Mobility Program Services / May 2025	91,458.30
8558	06/26/2025	PASCO DOORS	City Hall Maintenance	2,992.93
8559	06/26/2025	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / May 2025	12,174.55
8560	06/26/2025	RECREATION BRANDING SERVICES	Graphic Design Services / February - May 2025	971.85
8561	06/26/2025	RJM DESIGN GROUP	Landscape Architectural Services / May 2025	14,929.77
8562	06/26/2025	SOUTHERN CALIFORNIA EDISON	Temporary Use Permit Fee	1,000.00
8563	06/26/2025	WEST COAST ARBORISTS, INC	Tree Pruning & Removal Services / April - May 2025	33,928.00
			Total Bank Debits and Checks:	\$ 575,523.34
			TOTAL	\$ 575,523.34

NOTES:

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

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

Note 3 - The table below summarizes credit card expenditures paid via Check #8506 to U.S. Bank totaling \$2,333.35:

OC Clerk-Recorder	Document Recording Fee	\$15.00
Amazon	Landscape Maintenance	\$12.90
Home Depot	Dog Park Furniture	\$1,102.06
Dunn Edwards	City Hall Maintenance	\$118.15
ChargePoint	Fleet Vehicles Supplies	\$86.20
Microsoft	Office 365 Online Services	\$135.00
Microsoft	Office 365 Subscription / April 2025	\$512.50
Sinch Mailgun	Computer Software	\$35.00
Zoom	Video Conferencing	\$31.98
Cal Cities	Quarterly Meeting Registration / Horne	\$30.00
ESRI	Arc GIS Software	\$120.00
Home Depot	Office Supplies	\$3.57
Stamps.com	Postage	\$30.99
USPS	Postage	\$100.00
Total Credit Card Reimbursement:		\$2,333.35

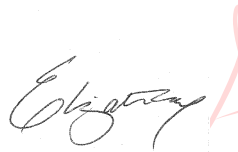
**CITY OF LAGUNA WOODS
PAYMENT REGISTER
July 16, 2025**

This Report Covers the Period 6/01/2025 through 6/30/2025

Administrative Services Director/City Treasurer's Certification

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

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

 Digitally signed by
Elizabeth Torres
Date: 2025.07.10
18:04:53 -07'00'

Elizabeth Torres, Administrative Services Director/City Treasurer

7.3 BUILDING OFFICIAL, PERMIT COUNTER, AND INSPECTION SERVICES

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

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
INTERWEST CONSULTING GROUP
FOR BUILDING OFFICIAL, PERMIT COUNTER, AND INSPECTION SERVICES**

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

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on August 1, 2025 and ending at 11:59 p.m. on June 30, 2026. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

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

(c) CONSULTANT shall: (i) recruit, screen, interview, and assign its employees (the "ASSIGNED EMPLOYEES") to perform the work described in EXHIBIT "A" for CITY at the location(s) specified in EXHIBIT "A"; (ii) pay ASSIGNED EMPLOYEES wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as CONSULTANT deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES; (iv) ensure ASSIGNED EMPLOYEES are legally authorized to work in the United States; (v) require ASSIGNED EMPLOYEES to acknowledge in writing that they are employees of the CONSULTANT alone and that they are not employees of the CITY; (vi) require ASSIGNED EMPLOYEES to sign an acknowledgment that they are not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by CITY to its employees; and, (vii) have sole responsibility for providing and will provide necessary health coverage to ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so. Copies of all acknowledgments required by this paragraph shall be provided to CITY prior to any ASSIGNED EMPLOYEE commencing any work under this AGREEMENT.

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

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

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

(g) This AGREEMENT shall in no way prohibit the CITY from entering into other

agreements or contracts, hiring staff or making other such arrangements with other persons and/or entities relative to the services set forth in EXHIBIT "A" "SCOPE OF SERVICES".

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

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

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

(d) CONSULTANT affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and

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any similar state or local law, CONSULTANT shall comply with any such requirements and CITY shall cooperate with CONSULTANT's compliance.

(e) CONSULTANT has sole responsibility for providing, and will provide, the necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

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

SECTION 11. CONFLICTS OF INTEREST.

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

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

SECTION 12. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

SECTION 13. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all third-party liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of the CONSULTANT's negligent or wrongful acts or omission in the performance of or failure to perform any services under this AGREEMENT or by the negligent or wrongful acts or omissions of its agents, officers, directors, subcontractors, or employees, committed in performing any of the services under this AGREEMENT, including without limitation CONSULTANT's breach of any representation, warranty, or obligations of CONSULTANT set forth in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10. For the avoidance of doubt, in the event of any claim, action, cause of action, proceeding, or suit alleging the negligence of both CONSULTANT and an INDEMNITEE, CONSULTANT shall defend the INDEMNITEE, notwithstanding the allegation of negligence on behalf of the INDEMNITEE, until such time as the parties agree otherwise or there is a determination of negligence or malicious acts or omissions by the INDEMNITEE.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided herein, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY selected from CONSULTANT's carrier's panel counsel, such acceptance not to be unreasonably withheld. In the event that

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counsel on CONSULTANT's carrier's panel is unacceptable to CITY, CITY may, at its option, select alternative counsel to defend INDEMNITEES and reimburse CONSULTANT for the difference between the highest rates on CONSULTANT's carrier's panel and the rates of the alternative counsel selected. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 14 "INSURANCE" of this AGREEMENT shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) Except as provided otherwise, the provisions of this section do not apply to CLAIMS occurring as a result of the INDEMNITEE's negligence or malicious acts or omissions. Notwithstanding the forgoing or anything herein to the contrary, INDEMNITEES shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and CLAIMS arising out of or in any way connected with ASSIGNED EMPLOYEES statutorily required wages and benefits, including but not limited to the following: (i) wages and other benefits required by law for ASSIGNED EMPLOYEES, including sick and family medical leave; (iii) payroll taxes for ASSIGNED EMPLOYEES; (iv) unemployment insurance and workers' compensation, and the handling of workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES and other applicable federal or state health insurance mandates and implementing regulations; and (iv) health coverage for ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations.

SECTION 14. INSURANCE.

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

SECTION 15. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize

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subcontractors. CONSULTANT shall be solely liable and responsible for the actions, conduct, and performance of subcontractors, including but not limited to ensuring their compliance with SECTION 10 "COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES" of this AGREEMENT.

SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.

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

SECTION 17. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 18. DEFAULT.

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

SECTION 19. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any,

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

SECTION 20. COOPERATION BY CITY.

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

SECTION 21. NOTICES.

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

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

To CONSULTANT: Interwest Consulting Group
ATTN: Vice President of Operations
1 Jenner, Suite 160
Irvine, CA 92618

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

SECTION 22. AUTHORITY TO EXECUTE.

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

SECTION 23. BINDING EFFECT.

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

SECTION 24. MODIFICATION OF AGREEMENT.

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

SECTION 25. WAIVER.

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

SECTION 26. LAW TO GOVERN; VENUE.

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

SECTION 27. ATTORNEYS FEES, COSTS, AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 28. ENTIRE AGREEMENT.

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

SECTION 29. SEVERABILITY.

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

SECTION 30. NO THIRD-PARTY BENEFICIARIES.

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

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

CITY OF LAGUNA WOODS:

CONSULTANT:

Christopher Macon, City Manager

Paul Meschino, President

Approved as to Form:

Alisha Patterson, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

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

General Provisions

1. CONSULTANT shall designate a project manager who shall be responsible for overseeing all work performed under this AGREEMENT and coordinating the same with CITY. He/she/they shall have at least three (3) years of experience involving relevant services. The project manager shall not be an individual who regularly provides building official, permit counter, or inspection services under this AGREEMENT.
2. CONSULTANT's ASSIGNED EMPLOYEES who are responsible for performing work under this AGREEMENT shall use CITY's EnerGov software (a Tyler Technologies product) in doing so. Such use shall be in a manner consistent with CITY policy, which policy shall be made available to CONSULTANT, and as may change from time-to-time. When EnerGov is unavailable or inoperable, CONSULTANT's ASSIGNED EMPLOYEES shall use a paper-based alternative and input such data into EnerGov when regular use resumes.
 - a. At no time shall CONSULTANT's ASSIGNED EMPLOYEES use login credentials for EnerGov other than credentials uniquely issued to them (e.g., credentials issued to one of CONSULTANT's ASSIGNED EMPLOYEES may not be used by another of CONSULTANT's ASSIGNED EMPLOYEES). Violation of this provision shall be grounds for immediate termination of this AGREEMENT.
3. CONSULTANT's ASSIGNED EMPLOYEES who are responsible for processing payments, cash handling, and similar duties shall use CITY's Incode software (a Tyler Technologies product) and OpenEdge credit and debit card terminals in doing so. Such use shall be in a manner consistent with CITY policy, which policy shall be made available to CONSULTANT, and as may change from time-to-time. When Incode is unavailable or inoperable, CONSULTANT's ASSIGNED EMPLOYEES shall use a paper-based alternative and input such data into Incode when regular use resumes. When Incode and/or OpenEdge is unavailable or inoperable, CONSULTANT's ASSIGNED EMPLOYEES shall not accept credit or debit cards for payment.
 - a. At no time shall CONSULTANT's ASSIGNED EMPLOYEES use login credentials for Incode other than credentials uniquely issued to them (e.g., credentials issued to one of CONSULTANT's ASSIGNED EMPLOYEES may not be used by another of

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- CONSULTANT's ASSIGNED EMPLOYEES). Violation of this provision shall be grounds for immediate termination of this AGREEMENT.
- b. At no time shall CONSULTANT's ASSIGNED EMPLOYEES be in possession of, or record in any manner, any credit or debit card information. Violation of this provision shall be grounds for immediate termination of this AGREEMENT.
 - c. CONSULTANT's ASSIGNED EMPLOYEES shall process all payments and provide all customers with a receipt, at the time they are received. Failure to do so, including, but not limited to, delaying the processing of any payment until any later time, shall be grounds for immediate termination of this AGREEMENT.
 - d. CONSULTANT's ASSIGNED EMPLOYEES shall only charge fees for purposes and in amounts established by resolution of City Council of CITY, as may change from time-to-time. Failure to do so, including, but not limited to, undercharging or overcharging any party, shall be grounds for immediate termination of this AGREEMENT.
4. CONSULTANT's ASSIGNED EMPLOYEES who are responsible for performing work under this AGREEMENT shall document the work that they perform on paper forms and Microsoft Word and Excel documents, as well as in various software, in form sufficient to CITY. Such documentation shall be in a manner consistent with CITY policy, which policy shall be made available to CONSULTANT, and as may change from time-to-time, and with the generally accepted duties, prevailing professional standards of care, and responsibilities of each respective role filled by CONSULTANT's ASSIGNED EMPLOYEES.
 5. Reserved.
 6. CONSULTANT's ASSIGNED EMPLOYEES who are responsible for performing work under this AGREEMENT shall notify CITY's contract building plan review firm when plans are ready for pick-up on the same day that such plans were provided to CITY and log the same. When any of CONSULTANT's ASSIGNED EMPLOYEES are unavailable or absent, CONSULTANT shall ensure that such notifications and logs are made within the timeframe set forth in this provision.
 7. When CONSULTANT's ASSIGNED EMPLOYEES provide building plan review in the course of their performance of work under this AGREEMENT, such reviews shall be completed, and comments returned or approvals provided, in equal or less time than CITY's contract building plan review firm is under contract to provide, as may change from time-to-time.
 8. The majority of building inspections and other building-related field work occur within the private gated community of Laguna Woods Village. CONSULTANT shall be responsible for obtaining and maintaining gate access passes for its ASSIGNED EMPLOYEES, under its own corporate name (i.e., not in CITY's name).

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9. CITY shall provide CONSULTANT's ASSIGNED EMPLOYEES with workspace at City Hall from which office work can be performed under this AGREEMENT. CITY's provision of workspace shall include only desk/counter space, storage space, computer workstations, chairs, telephones, and common office supplies. Computer workstations are provided as an alternative to CONSULTANT providing its own computer workstations in the interest of protecting the security of CITY's network and allowing CONSULTANT's access to CITY's network, electronic files, and software; CONSULTANT shall not connect its own computer workstations nor permit its ASSIGNED EMPLOYEES to connect their personal electronic devices to CITY's network under any circumstance. Use of computer workstations shall be in a manner consistent with CITY policy, which policy shall be made available to CONSULTANT, and as may change from time-to-time. No CITY-provided workspace shall be considered exclusive in any way nor secure for the storage of CONSULTANT's property or CONSULTANT's ASSIGNED EMPLOYEES's personal property, and CONSULTANT understands and agrees that no expectations of privacy will or do arise from the use of such CITY-owned workspace. CONSULTANT shall be solely responsible for any other equipment or accessories desired by its ASSIGNED EMPLOYEES including, but not limited to, ergonomic items, specialty computer accessories, and fans, and shall coordinate placement of the same with CITY in advance.
 - a. CONSULTANT's ASSIGNED EMPLOYEES shall minimize clutter and maintain high levels of organization in all workspace provided by CITY. CONSULTANT's ASSIGNED EMPLOYEES shall not decorate any public workspace or area.
 - b. CONSULTANT's ASSIGNED EMPLOYEES shall organize cubicle workspace provided by CITY in a manner as to prevent any object or item from extending above the top edge of any cubicle partition. CONSULTANT's ASSIGNED PERSONNEL shall not place any object or item on the top edge of any cubicle partition.
 - c. When available, CONSULTANT's ASSIGNED EMPLOYEES may use CITY's break room in a manner consistent with CITY policy, which policy shall be made available to CONSULTANT, and as may change from time-to-time. At no time shall CONSULTANT's ASSIGNED EMPLOYEES eat or take breaks in the City Council Chambers or other common, conference room-type spaces within City Hall.
10. CITY shall issue necessary keys, entry codes, and alarm codes to CONSULTANT's ASSIGNED EMPLOYEES, as may change from time to time at CITY's sole discretion. CONSULTANT's ASSIGNED EMPLOYEES shall sign for the issuance of such keys, entry codes, and alarm codes and return all keys to CITY immediately upon termination of this AGREEMENT or request by CITY. CONSULTANT shall not allow its ASSIGNED EMPLOYEES to duplicate any key nor allow any unauthorized personnel to be in possession of, or otherwise gain access to, any key, entry code, or alarm code. CONSULTANT shall provide verbal and written notice to CITY immediately upon becoming aware of any unauthorized use, duplication, or access of any key, entry code, or alarm code.
11. CONSULTANT's ASSIGNED EMPLOYEES shall not permit members of the public to enter City Hall earlier than the posted opening time of the CITY's permit counter, as may change from time-to-time.

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12. CONSULTANT's ASSIGNED EMPLOYEES shall ensure that City Hall is alarmed, with all exterior doors and windows securely closed and locked prior to departure. In the event that City Hall is occupied by CITY staff at the time of departure, CONSULTANT's ASSIGNED EMPLOYEES shall securely close and lock all exterior doors and windows, and notify CITY staff of their departure, but not alarm the building. CONSULTANT's ASSIGNED EMPLOYEES shall exercise reasonable care and attention to ensure that no entry to City Hall is made by non-City employees while performing services outside of City Hall's business hours.
13. CONSULTANT's work shall cover all applicable model codes and CITY-adopted local amendments, as may change from time-to-time as required by applicable law or at CITY's sole discretion. Work shall additionally conform to and be consistent with all applicable CITY ordinances, policies, and local processing procedures as may change from time-to-time.

Building Official Services

CONSULTANT shall provide building official services, consistent with the generally accepted duties, prevailing professional standards of care, and responsibilities of such position, consistent with the California Building Standards Code and as recognized by California Building Officials (CALBO).

Minimum Standards for ASSIGNED EMPLOYEES

At all times, CONSULTANT's ASSIGNED EMPLOYEES responsible for providing building official services shall possess the following minimum qualifications, or such other experience, education, certification, and/or training to demonstrate knowledge of the duties and skills required of a building official, as determined adequate by CITY:

- Building Official certification (CBO) from the International Code Council; and
- Two (2) years of building official experience in the State of California.

Schedule

Building Official services shall be provided on as needed basis, subject to mutual agreement of CITY and CONSULTANT.

Other Provisions

1. CONSULTANT shall provide, or ensure that its building official ASSIGNED EMPLOYEES possess, a functioning cellular telephone on which they can be reliably contacted at no additional cost to CITY.
2. CONSULTANT shall require its building official ASSIGNED EMPLOYEES to either (1) wear a uniform identifying its company name or (2) wear an identification card identifying

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its company name visible at all times while conducting inspections and other field work. CONSULTANT shall be solely responsible for ensuring that its building official ASSIGNED EMPLOYEES have access to, and properly utilize, all necessary supplies and equipment to perform work safely and accurately.

Permit Counter Services

CONSULTANT shall provide permit counter services, consistent with the generally accepted duties, prevailing professional standards of care, and responsibilities of such position, set forth in the California Building Standards Code and applicable International Code Council (ICC) certification standards, as well as all of the following:

- Reviewing building permit applications;
- Issuing building permits;
- Providing building permit-related assistance to residents, businesses, and other parties;
- Scheduling building inspections and preparing related documents, materials, and files;
- Notifying CITY's contract building plan review firm when plans are ready for pick-up;
- Notifying various parties designated by CITY thirty (30) days in advance of a building permit's expiration;
- Preparing Senate Bill 1473 and Strong Motion Instrumentation Program fee reports and submitting the same to CITY staff within fifteen (15) days of the end of each quarter;
- Preparing building permit submittals required by the Orange County Assessor's Office and submitting the same to the Orange County Assessor's Office on the schedule required;
- Indexing building permits and plans for digitization and other purposes;
- Conducting research to respond to public records requests; and
- Providing filing and other administrative support for building-related activities.

Schedule

Permit Counter Services shall be provided on an as needed basis, subject to mutual agreement of CITY and CONSULTANT.

Minimum Standards for ASSIGNED EMPLOYEES

At all times, CONSULTANT's ASSIGNED EMPLOYEES responsible for providing permit counter services shall possess the following minimum qualifications, or such other experience, education, certification, and/or training to demonstrate knowledge of the duties and skills required for the permit counter, as determined adequate by CITY:

- Permit Technician certification from the International Code Council; or
- Building Plans Examiner certification from the International Code Council; or
- Residential Plans Examiner certification from the International Code Council.

AND

- One (1) year of relevant experience in the State of California.

CONSULTANT is advised and acknowledges that CITY does not deem general administrative or customer service-type experience as sufficient to demonstrate knowledge of the duties and skills required for the permit counter. Previous building or planning-related experience is required.

Inspection Services

CONSULTANT shall provide inspection services, consistent with the generally accepted duties, prevailing professional standards of care, and responsibilities of such position, set forth in the California Building Standards Code and applicable International Code Council (ICC) certification standards, as well as all of the following:

- Inspecting public and private property to evaluate the conformance of construction to applicable codes and CITY's local amendments;
- Indexing building permits and plans for digitization and other purposes;
- Conducting research to respond to public records requests; and
- Providing filing and other administrative support for building-related activities.

All inspections shall be scheduled through City Hall, and a record of all such inspections shall be kept contemporaneously with this performance. Inspection ASSIGNED EMPLOYEES shall not schedule inspections directly with contractors, residents, their representatives, or any other party.

Schedule

Inspection services shall be provided on an as needed basis, subject to mutual agreement of CITY and CONSULTANT.

Minimum Standards for ASSIGNED EMPLOYEES

At all times, CONSULTANT's ASSIGNED EMPLOYEES responsible for providing inspection services shall possess the following minimum qualifications, or such other experience, education, certification, and/or training to demonstrate knowledge of the duties and skills required of a building inspector, as determined adequate by CITY:

- Residential Building Inspector certification from the International Code Council; and
- One (1) years of building inspection experience in the State of California.

Other Provisions

1. CONSULTANT shall provide, or ensure that its building inspection ASSIGNED EMPLOYEES possess, a functioning cellular telephone on which they can be reliably contacted at no additional cost to CITY.

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2. CONSULTANT shall require its building inspection ASSIGNED EMPLOYEES to either (1) wear a uniform identifying its company name or (2) wear an identification card identifying its company name visible at all times while conducting inspections and other field work. CONSULTANT shall be solely responsible for ensuring that its building inspection ASSIGNED EMPLOYEES have access to, and properly utilize, all necessary supplies and equipment to perform work safely and accurately.

EXHIBIT "B"
COMPENSATION

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

Table B-1: Compensation Schedule

CONSULTANT Personnel Title	Hourly Rate ¹
Chief Building Official	\$165
Building Inspector III	\$125
Building Inspector II	\$115
Building Inspector I	\$105
Permit Technician	\$75
Administrative	\$75

¹ There is a 4-hour minimum for inspection services or for any services requiring on-site personnel. In addition to the hourly rate, CONSULTANT shall receive mileage reimbursement at the then-prevailing Internal Revenue Service ("IRS") rate. CONSULTANT shall not receive separate compensation for lodging, telephone service, internet service, equipment, supplies, food, or drink.

If this AGREEMENT is extended, all hourly rates set forth in Table B-1 shall increase on each July 1 by the amount of any increase in the United States Bureau of Labor Statistics' Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers (CPI-U) between January of the then-current and previous years, not to exceed 4% in any single year.

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

EXHIBIT "C"
INSURANCE

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

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

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

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

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

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

(5) Employment practices liability insurance.

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

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

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

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

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(4) Errors and Omissions Liability: \$1,000,000 per individual claim.

(5) Employment Practices Liability: \$500,000 per occurrence and \$1,000,000 general aggregate.

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the

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

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

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

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

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7.4 INFORMATION TECHNOLOGY SERVICES

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

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**EXTENSION AND AMENDMENT OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
PRACTICAL DATA SOLUTIONS
FOR INFORMATION TECHNOLOGY SERVICES**

This EXTENSION AND AMENDMENT of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on June 28, 2017, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Practical Data Solutions ("CONSULTANT"), is made and entered into this _____ by and among the CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between July 1, 2017 and 11:59 p.m. on June 30, 2019; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT for any applicable mutually agreeable period; and

WHEREAS, the term of the AGREEMENT was previously extended by the City Council for periods through 11:59 p.m. on June 30, 2025; and

WHEREAS, the term of the AGREEMENT was previously extended by the City Manager from July 1, 2025 through 11:59 p.m. on July 31, 2025; and

WHEREAS, CONSULTANT is willing and able to continue providing services under the AGREEMENT, subject to increased rates effective August 1, 2025.

NOW THEREFORE, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on August 1, 2025 and ending at 11:59 p.m. on June 30, 2026 with no changes to the terms and conditions of the AGREEMENT except as specified herein.

2. CITY and CONSULTANT hereby agree to an AMENDMENT of the AGREEMENT consisting only of the modifications shown on page 3 of this EXTENSION AND AMENDMENT.

[SIGNATURES ON NEXT PAGE]

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

CITY OF LAGUNA WOODS:

Approved as to Form:

By _____
Christopher Macon, City Manager

Alisha Patterson, City Attorney

CONSULTANT:

By _____
John McDermott, Owner

AMENDMENT TEXT

Exhibit B (“Compensation”) of the AGREEMENT is amended to read as follows (additions shown with underlining and deletions shown with ~~strike-through~~):

EXHIBIT "B"
COMPENSATION

CONSULTANT shall be compensated using the following rates:

Section 1

Description	Unit	Pricing
24/7 monitoring, patch updates, anti-virus protection, on-site and remote support; Windows 2011 SBS fileserver	Lump Sum	\$269 per month
24/7 monitoring, patch updates, anti-virus protection, on-site and remote support; VM Windows 2012 R2 fileserver	Lump Sum	\$150 per month
24/7 monitoring, patch updates, anti-virus protection, on-site and remote support; VM Windows 2016 fileserver <u>Servers</u>	Each	\$150 <u>300</u> per month
Workstations – PC/Mac – Primary Workstations	Each	\$35 <u>40</u> per workstation
Workstations – PC/Mac – Secondary Workstations	Each	\$15 per workstation
Network Support	Lump Sum	\$69 <u>70</u> per month
Printers	Lump Sum	\$0 per month
Proofpoint Email Spam Support	Each	\$3 per email account
Backup Support and Licensing	Per Fileserver	\$155 per month
Backup <u>Remote</u> Storage	Lump Sum <u>Each</u>	\$150 per month <u>\$0.39 per gigabyte</u>

Section 2

CONSULTANT shall be compensated for additional work using the following rates:

Description	Quantity	Unit	Pricing
Personnel Time	1	Hour	\$125 <u>140</u>
Equipment and Software	Up to 10% mark-up over cost (as evidenced by receipts)		

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

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7.5 EMPLOYEE POSITIONS

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

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CITY OF LAGUNA WOODS JOB CLASSIFICATION

<u>SERIES:</u>	MANAGEMENT ANALYST
<u>JOB TITLE:</u>	MANAGEMENT ANALYST
<u>STATUS:</u>	EXEMPT AND AT-WILL
<u>JOB TITLE:</u>	SENIOR MANAGEMENT ANALYST
<u>STATUS:</u>	EXEMPT AND AT-WILL

DEFINITION:

Under the levels and degrees of supervision specified herein, Management Analysts and Senior Management Analysts are assigned to one or more department to coordinate and support programs, projects, and services. Duties will vary based on the assignment but generally emphasize administrative, analytical, and professional functions.

DISTINGUISHING CHARACTERISTICS:

Management Analyst:

“*Management Analyst*” is the journey-level class in the Management Analyst series. Employees are required to have work experience applicable to the assigned department(s) and typically function under general supervision with responsibilities for supporting a range of programs, projects, and services. Employees exercise independent discretion and judgment, but are not expected to have the same amount of program knowledge and skill as Senior Management Analysts. Employees may also receive more regular instruction and assistance. Work is typically reviewed in progress and fits established patterns.

Senior Management Analyst:

“*Senior Management Analyst*” is the advanced journey-level class in the Management Analyst series. Employees are required to have work experience applicable to the assigned department(s) and typically function under general supervision with responsibilities for managing one or more programs, projects, or services. Employees are expected to work with greater autonomy than Management Analysts and apply well-developed program knowledge and skill to their exercise of independent discretion and judgment. Employees

may only receive periodic instruction or assistance as new and unusual situations arise. Work is typically reviewed upon completion and, primarily, for overall outcomes.

ESSENTIAL DUTIES:

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

- Coordinate and support assigned programs, projects, and services by performing administrative, analytical, and professional functions. More specialized technical functions may be required based on the assignment.
- Receive and respond to public and private inquiries and complaints, including by providing information and referrals.
- Track, verify, and report on the status, history, and outcomes of inquiries and complaints, including referrals to other departments and outside agencies.
- Prepare responses to public records requests, discovery requests, subpoenas, and similar requests for information.
- Monitor, analyze, and report on legislative and regulatory proposals for impacts on assigned department(s), including preparation of positional correspondence.
- Manage budgets, including by preparing and monitoring budget estimates and projections; analyzing trends; collaborating with other City staff and external parties; reviewing invoices; and, processing warrant requests.
- Prepare statutorily required reporting, notices, and other documentation related to assigned programs, projects, and services.
- Research, compile, and analyze information and assorted data.
- Prepare, compile, and disseminate qualitative and quantitative documentation and data, including correspondence, news releases, newsletters, brochures, flyers, billing records, reimbursement records, budgets, budget tracking sheets, statistics, reports, manuals, inventories, logs, minutes, and photographs.
- Create, scan, file, and maintain physical and electronic records.
- Negotiate, develop, and administer contractual agreements with public and private parties, including participation in and implementation of solicitation processes, as well as evaluating performance and enforcing terms and conditions.
- Coordinate grant processes, including preparing, reviewing, and monitoring grant applications, as well as administering and implementing grant activities.
- Prepare and present oral and written reports, briefs, plans, budgets, and studies to

the City Manager, City staff, City Council, and City committees.

- Serve as a staff liaison to one or more City committees, including developing agendas, facilitating meetings, making presentations, and preparing minutes.
- Represent the City and department to internal and external parties (e.g., members of the public, elected officials, other City departments, and outside organizations), including negotiating and resolving sensitive and controversial issues, as well as explaining and defending City and department operations and activities.
- Attend, participate in, and organize meetings and events, including developing, assembling, and distributing agendas; facilitating meetings; making presentations; preparing minutes; and, setting up for and cleaning up after meetings and events, including by configuring and operating teleconferencing software and equipment; and moving, arranging, assembling, and configuring tables, chairs, computers, projectors, screens, microphones, and other equipment, as well as food, beverages, signs, displays, waste, and other items and materials.
- Coordinate community outreach, education, and volunteer programs, including planning events and selecting, training, assisting, and supervising volunteers.
- Select, train, supervise, and regularly evaluate assigned employees, including participating in discipline and termination proceedings when necessary.
- Provide support and relief coverage for City and department employees.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Modern office procedures, methods, and equipment, including computers.
- Responsive customer service practices, including active listening.
- Operational and activity characteristics of the assigned department(s), programs, projects, and services.
- Principles of the California Public Records Act and Ralph M. Brown Act.
- Principles and techniques of record keeping and filing.
- Methods of program evaluation and assessment.

Ability to:

ITEM 7.5 – Attachment A

- Perform the essential duties described in this job classification in a professional, timely, and accurate manner with the referenced level and degree of supervision.
- Alphabetize, compare, count, differentiate, measure, assemble, sort, copy, record, classify, compute, tabulate, categorize, and transcribe data and information.
- Supervise, evaluate, and train persons with diverse backgrounds.
- Communicate effectively and concisely, including the ability to inform, educate, and persuade persons with diverse backgrounds.
- Communicate in writing effectively and concisely, including with use of proper spelling, grammar, punctuation, and command of the English language.
- Establish and maintain effective and collaborative professional relationships with internal and external parties.
- Demonstrate an awareness and appreciation of local cultural diversity.
- Maintain confidentiality and discretion when necessary or directed.
- Provide responsive and courteous assistance to members of the public.
- Maintain professional composure at all times, including when dealing with upset, hostile, and difficult interpersonal interactions.
- Maintain effective organization of multiple activities and assignments in a busy office environment with frequent interruptions.
- Understand, analyze, interpret, and apply data and information using established criteria, in order to determine consequences and identify and select alternatives.
- Understand, analyze, interpret, and apply standards, laws, regulations, and policies to assigned duties.
- Understand, analyze, interpret, and apply ordinances, resolutions, policies, laws, procedures, standards, and practices to complex and variable situations.
- Understand, analyze, interpret, and apply design and descriptive information, including plans, maps, property records, statistics, charts, graphs, and tables.
- Understand, calculate, and interpret percentages, fractions, ratios, statistics, and spatial relationships, including areas, square footages, and dimensions.
- Analyze and resolve issues that require complex planning for multi-disciplinary operations and activities, as well as concrete and abstract variables.

Education and Experience:**Management Analyst**

Any combination of education and experience that provides the knowledge, skills, and abilities necessary for this position is qualifying. A typical way of obtaining the required qualifications is to possess a bachelor's degree from an accredited college or university with major course work in business administration, public administration, or subjects applicable to the assignment, and one year of full-time work experience involving relevant operations and activities. Prior experience supporting programs, projects, or services for a municipal or other government agency is highly desirable.

Senior Management Analyst

Any combination of education and experience that provides the knowledge, skills, and abilities necessary for this position is qualifying. A typical way of obtaining the required qualifications is to possess a bachelor's degree from an accredited college or university with major course work in business administration, public administration, or subjects applicable to the assignment, and three years of increasingly responsible full-time work experience involving relevant operations and activities. Possession of a master's degree; prior experience supporting programs, projects, or services for a municipal or other government agency; and, prior experience in a supervisory position are highly desirable.

Licenses/Certifications:

Must possess and maintain a valid Class C California Driver's License and must qualify for and maintain insurability under the City's vehicle insurance policies, as may change from time to time. These positions involve the regular performance of duties and travel that requires operation of a personal vehicle.

PHYSICAL DEMANDS AND ENVIRONMENTAL SETTING:

While performing the duties of this class, employees are frequently required to sit, stand, walk, talk, and hear; use hands to handle, manipulate, feel, move and operate equipment, tools, and controls; and, use hands and arms to reach. Specific vision abilities required include close, distance, peripheral, and color vision, depth perception, and the ability to adjust focus. Specific hearing abilities required include hearing in the normal audio range with or without correction. While most activities are performed sitting in a sedentary manner at a desk, employees are regularly required to provide duties at a counter, which requires frequent standing, walking, and transitions from sitting in a sedentary manner at a desk to sitting or standing at a counter. Employees are frequently required to exert physical effort involving a combination of standing, walking, climbing, balancing, stooping, kneeling, and crouching, as well as carrying, lifting, pushing, and pulling objects up to 30 pounds.

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

exposure to rain, humidity, heat, cold, and sunlight. Employees may also come into contact with hazardous traffic conditions.

Work schedules and hours vary for this class based on the City's needs and include some early mornings, evenings, weekends, and holidays.

Tools and Equipment:

Must possess the knowledge and ability to effectively use computers, copiers, scanners, facsimile machines, calculators, microfiche readers, telephones, digital cameras, rulers, keys, electronic access control devices, and other measuring devices to collect data and information. "Ability to effectively use computers" includes, but is not limited to, the knowledge and ability to input, query, and maintain information in software used in the course of the assignment, which may include Microsoft Windows, Outlook, Excel, Edge, and SharePoint, and Google Earth, as well as the City's cashiering, code enforcement, financial, geographic information system ("GIS"), multifactor authentication, permitting, scheduling, records, and teleconferencing software, as may change from time to time. "Computers" includes, without limitation, tablet devices.

OTHER NOTICES:

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

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

These positions are exempt under the Fair Labor Standards Act.

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

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

The City is an Equal Employment Opportunity employer and does not discriminate on the basis of any legally protected category [race (including, but not limited to, traits historically associated with race such as hair texture and protective hairstyles), color, religion (including, but not limited to, religious dress and grooming practices), sex/gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related medical conditions), gender identity, gender expression, sexual orientation, marital status, medical condition (including, but not limited to, genetic characteristics and cancer or a record or history of cancer), military or veteran status, national origin (including, but not limited to,

language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), ancestry, disability (including, but not limited to, mental and physical disabilities such as cancer, genetic characteristics, and human immunodeficiency virus ("HIV")/ acquired immunodeficiency syndrome ("AIDS")), genetic information, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected characteristics or perception that an individual has one or more of these protected characteristics].

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

Additional laws, rules, and regulations apply to these positions.

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CITY OF LAGUNA WOODS JOB CLASSIFICATION

<u>SERIES:</u>	MANAGEMENT ANALYST
<u>JOB TITLE:</u>	MANAGEMENT ANALYST
<u>STATUS:</u>	EXEMPT AND AT-WILL
<u>JOB TITLE:</u>	SENIOR MANAGEMENT ANALYST
<u>STATUS:</u>	EXEMPT AND AT-WILL

DEFINITION:

Under the levels and degrees of supervision specified herein, Management Analysts and Senior Management Analysts are assigned to one or more department to coordinate and support programs, projects, and services perform complex administrative, analytical, professional, and technical duties; conduct research, evaluation, and analysis of programs, projects, and services; and, coordinate and administer programs, projects, and services. Duties will vary based on the assignment but generally emphasize administrative, analytical, and professional functions.

DISTINGUISHING CHARACTERISTICS:

Management Analyst:

“*Management Analyst*” is the journey-level class in the Management Analyst series. Employees are required to have work experience applicable to the assigned department(s) and typically function under general supervision with responsibilities for supporting a range of programs, projects, and services. Employees exercise independent discretion and judgment, but are not expected to have the same amount of program knowledge and skill as Senior Management Analysts. Employees may also receive more regular instruction and assistance. Work is typically reviewed in progress and fits established patterns.

Senior Management Analyst:

“*Senior Management Analyst*” is the advanced journey-level class in the Management Analyst series. Employees are required to have work experience applicable to the assigned department(s) and typically function under general supervision with responsibilities for

managing one or more programs, projects, or services. Employees are expected to work with greater autonomy than Management Analysts and apply well-developed program knowledge and skill to their exercise of independent discretion and judgment. Employees may only receive periodic instruction or assistance as new and unusual situations arise. Work is typically reviewed upon completion and, primarily, for overall outcomes.

ESSENTIAL DUTIES:

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

- Coordinate and support assigned programs, projects, and services by performing administrative, analytical, and professional functions. More specialized technical functions may be required based on the assignment.
- ~~Perform administrative, analytical, professional, and technical functions.~~
- Receive and respond to public and private inquiries and complaints, including by providing information and referrals, ~~as determined to be appropriate for the series level and related program, project, or service.~~
- Track, verify, and report on the status, history, and outcomes of inquiries and complaints, including referrals to other departments and outside agencies.
- Prepare responses to public records requests, discovery requests, subpoenas, and similar requests for information.
- Monitor, analyze, and report on legislative and regulatory proposals for impacts on assigned department(s), including preparation of positional correspondence.
- Manage budgets, including by preparing and monitoring ~~revenue and expenditure estimates and forecasts~~ budget estimates and projections; analyzing trends; collaborating with other ~~departments~~ City staff and external parties; reviewing invoices; and, processing warrant requests.
- Prepare statutorily required reporting, notices, and other documentation related to assigned programs, projects, and services.
- Research, compile, and analyze information and assorted data.
- Prepare, compile, and disseminate qualitative and quantitative documentation and data, including correspondence, news releases, newsletters, brochures, flyers, billing records, reimbursement records, budgets, budget tracking sheets, statistics, reports, manuals, inventories, logs, minutes, and photographs.
- Create, scan, file, and maintain physical and electronic records.
- Negotiate, develop, and administer contractual agreements with public and private parties, including participation in and implementation of solicitation processes, as

well as evaluating performance and enforcing terms and conditions.

- Coordinate grant processes, including preparing, reviewing, and monitoring grant applications, as well as administering and implementing grant activities.
- Prepare and present oral and written reports, briefs, plans, budgets, and studies to the City Manager, City staff, City Council, and City committees.
- Serve as a staff liaison to one or more City committees, including developing agendas, facilitating meetings, making presentations, and preparing minutes.
- Represent the City and department to internal and external parties (e.g., members of the public, elected officials, other City departments, and outside organizations), including negotiating and resolving sensitive and controversial issues, as well as explaining and defending City and department operations and activities.
- Attend, participate in, and organize meetings and events, including developing, assembling, and distributing agendas; facilitating meetings; making presentations; preparing minutes; and, setting up for and cleaning up after meetings and events, including by configuring and operating teleconferencing software and equipment; and moving, arranging, assembling, and configuring tables, chairs, computers, projectors, screens, microphones, and other equipment, as well as food, beverages, signs, displays, waste, and other items and materials.~~preparing, assembling, and distributing agenda materials; and, setting up for and cleaning up after meetings and events, including by moving, arranging, and configuring tables, chairs, computers, projectors, screens, microphones, and other equipment, as well as food, beverages, waste, and other items and materials.~~
- Coordinate community outreach, education, and volunteer programs, including planning events and selecting, training, assisting, and supervising volunteers.
- Select, train, supervise, and regularly evaluate assigned employees, including participating in discipline and termination proceedings when necessary.
- Provide support and relief coverage for City and department employees.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:**Knowledge of:**

- Modern office procedures, methods, and equipment, including computers.
- Responsive customer service practices, including active listening.
- Operational and activity characteristics of the assigned department(s), programs,

projects, and services.

- ~~• Principles of local government budgeting and financial recordkeeping, including relevant standards, laws, and regulations.~~
- ~~• Principles of grant applications and administration.~~
- ~~• Principles of human resources management (both employees and volunteers).~~
- Principles of the California Public Records Act and Ralph M. Brown Act.
- Principles and techniques of record keeping and filing.
- Methods of program evaluation and assessment.

Ability to:

- Perform the essential duties described in this job classification in a professional, timely, and accurate manner with the referenced level and degree of supervision.
- Alphabetize, compare, count, differentiate, measure, assemble, sort, copy, record, classify, compute, tabulate, categorize, and transcribe data and information.
- Supervise, evaluate, and train persons with diverse backgrounds.
- Communicate effectively and concisely, including the ability to inform, educate, and persuade persons with diverse backgrounds.
- Communicate in writing effectively and concisely, including with use of proper spelling, grammar, punctuation, and command of the English language.
- Establish and maintain effective and collaborative professional relationships with internal and external parties.
- Demonstrate an awareness and appreciation of local cultural diversity.
- ~~• Communicate in writing effectively and concisely, including with use of proper spelling, grammar, punctuation, and command of the English language.~~
- Maintain confidentiality and discretion when necessary or directed.
- Provide responsive and courteous assistance to members of the public.
- Maintain professional composure at all times, including when dealing with upset, hostile, and difficult interpersonal interactions.

- Maintain effective organization of multiple activities and assignments in a busy office environment with frequent interruptions.
- Understand, analyze, interpret, and apply data and information using established criteria, in order to determine consequences and identify and select alternatives.
- Understand, analyze, interpret, and apply standards, laws, regulations, and policies to assigned duties.
- Understand, analyze, interpret, and apply ordinances, resolutions, policies, laws, procedures, standards, and practices to complex and variable situations.
- Understand, analyze, interpret, and apply design and descriptive information, including plans, maps, property records, statistics, charts, graphs, and tables.
- Understand, calculate, and interpret percentages, fractions, ratios, statistics, and spatial relationships, including areas, square footages, and dimensions.
- Analyze and resolve issues that require complex planning for multi-disciplinary operations and activities, as well as concrete and abstract variables.

Education and Experience:

Management Analyst

Any combination of education and experience that provides the knowledge, skills, and abilities necessary for this position is qualifying. A typical way of obtaining the required qualifications is to possess a ~~Bachelor's~~bachelor's degree from an accredited college or university with major course work in business administration, public administration, or subjects applicable to the assignment, and one year of full-time work experience involving relevant operations and activities. Prior experience ~~administering~~supporting programs, projects, or services for a municipal or other government agency is highly desirable.

Senior Management Analyst

Any combination of education and experience that provides the knowledge, skills, and abilities necessary for this position is qualifying. A typical way of obtaining the required qualifications is to possess a ~~Bachelor's~~bachelor's degree from an accredited college or university with major course work in business administration, public administration, or subjects applicable to the assignment, and three years of increasingly responsible full-time work experience involving relevant operations and activities. Possession of a ~~Master's~~master's Degree~~degree~~; prior experience ~~administering~~supporting programs, projects, or services for a municipal or other government agency; and, prior experience in a supervisory position are highly desirable.

Licenses/Certifications:

Must possess and maintain a valid Class C California Driver's License and must qualify for and maintain insurability under the City's ~~Vehicle Policy~~ vehicle insurance policies, as may change from time to time. These positions involve the ~~periodic~~ regular performance of duties and travel that requires operation of a personal vehicle.

PHYSICAL DEMANDS AND ENVIRONMENTAL SETTING:

While performing the duties of this class, employees are frequently required to sit, stand, walk, talk, and hear; use hands to handle, manipulate, feel, move and operate equipment, tools, and controls; and, use hands and arms to reach. Specific vision abilities required include close, distance, peripheral, and color vision, depth perception, and the ability to adjust focus. Specific hearing abilities required include hearing in the normal audio range with or without correction. While most activities are performed sitting in a sedentary manner at a desk, employees are regularly required to provide duties at a counter, which requires frequent standing, walking, and transitions from sitting in a sedentary manner at a desk to sitting or standing at a counter. Employees are frequently required to exert physical effort involving a combination of standing, walking, climbing, balancing, stooping, kneeling, and crouching, as well as carrying, lifting, pushing, and pulling objects up to 30 pounds.

While most of the duties of this class are performed in an office setting with low to moderate noise and regular interruption, employees may also be required to travel and work in other settings (e.g., meetings and events), including in outside weather with exposure to rain, humidity, heat, cold, and sunlight. Employees may also come into contact with hazardous traffic conditions.

~~Work schedules and hours vary for this class based on the City's needs and include some early mornings, evenings, weekends, and holidays. While performing the duties of either class, employees are frequently required to sit, stand, walk, talk, and hear; use hands to handle, manipulate, feel, move and operate equipment, tools, and controls; and, use hands and arms to reach. Specific vision abilities required include close, distance, peripheral, and color vision, depth perception, and the ability to adjust focus. Specific hearing abilities required include hearing in the normal audio range with or without correction. While many activities are performed sitting at a desk in a sedentary manner, employees are frequently required to exert physical effort, involving a combination of standing, walking, climbing, balancing, stooping, kneeling, and crouching, as well as carrying, lifting, pushing, and pulling objects up to 25 pounds.~~

~~While the duties of either class are primarily performed in an office setting with low to moderate noise and regular interruption, employees are also frequently required to travel and work in other settings (e.g., meetings, events, and inspections), including in outside weather with exposure to rain, humidity, heat, cold, and sunlight. Employees frequently experience high levels of noise, as well as exposure to odors, fumes, dust, smoke, hazardous substances, and other irritants that can cause discomfort and injury. Employees may also come into contact with hazardous traffic conditions.~~

Tools and Equipment:

Must possess the knowledge and ability to effectively use computers, copiers, scanners, facsimile machines, calculators, microfiche readers, telephones, digital cameras, rulers, keys, electronic access control devices, and other measuring devices to collect data and information. “Ability to effectively use computers” includes, but is not limited to, the knowledge and ability to input, query, and maintain information in software used in the course of the assignment, which may include Microsoft Windows, Outlook, Excel, Edge, and SharePoint, and Google Earth, as well as the City’s cashiering, code enforcement, financial, geographic information system (“GIS”), multifactor authentication, permitting, scheduling, records, and teleconferencing software, as may change from time to time. “Computers” includes, without limitation, tablet devices.

~~Must possess the knowledge and ability to effectively use computers, copiers, scanners, calculators, facsimile machines, microfiche readers, telephones, digital cameras, and other measuring devices to collect data and information. Ability to use computers includes the knowledge and ability to input, query, and maintain information in software such as Microsoft Windows, Outlook, Excel, PowerPoint, and Internet Explorer, as well as the City’s accounting, cashiering, and records software, as may change from time to time.~~

OTHER NOTICES:

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

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

These positions are exempt under the Fair Labor Standards Act.

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

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

The City is an Equal Employment Opportunity employer and does not discriminate on the basis of any legally protected category [race (including, but not limited to, traits historically associated with race such as hair texture and protective hairstyles), color, religion (including, but not limited to, religious dress and grooming practices), sex/gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related medical conditions), gender identity, gender expression, sexual orientation, marital status, medical condition (including, but not limited to, genetic characteristics and cancer or a record or history of cancer), military or veteran status, national origin (including, but not limited to,

language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), ancestry, disability (including, but not limited to, mental and physical disabilities such as cancer, genetic characteristics, and human immunodeficiency virus ("HIV")/ acquired immunodeficiency syndrome ("AIDS")), genetic information, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected characteristics or perception that an individual has one or more of these protected characteristics].

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

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

Additional laws, rules, and regulations apply to these positions.

8.1
SIGN PROGRAM SP-1523 TO ALLOW FOR
VARIOUS SIGNAGE AT 24202 MOULTON
PARKWAY, LAGUNA WOODS, CALIFORNIA
92637

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: July 16, 2025 Regular Meeting

SUBJECT: Sign Program SP-1523 to allow for various signage at 24202 Moulton Parkway, Laguna Woods, California 92637

Recommendation

1. Receive staff report.

AND
2. Open public hearing.

AND
3. Receive public testimony.

AND
4. Close public hearing.

AND
5. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING SIGN PROGRAM SP-1523 TO ALLOW FOR VARIOUS SIGNAGE AT 24202 MOULTON PARKWAY, LAGUNA WOODS, CALIFORNIA 92637, AND DETERMINING AND

CERTIFYING THAT THE SIGN PROGRAM IS CATEGORICALLY
EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY
ACT PURSUANT TO SECTION 15311 OF TITLE 14 OF THE
CALIFORNIA CODE OF REGULATIONS

Overview

LW Shell, Inc., the property owner of 24202 Moulton Parkway, Laguna Woods, CA 92637 (“project location”), submitted a land use application seeking approval of Sign Program SP-1523 to allow for various signage at the project location.

The project location is currently under construction for a new automobile service station, vehicle washing facility, and retail business, which the City Council approved on January 19, 2022 (Conditional Use Permit CUP-1500). It is located at the northeast corner of the intersection of El Toro Road and Moulton Parkway. The Orange County Assessor’s Parcel Number (“APN”) is 616-021-27.

A vicinity map is included as Attachment B.

Surrounding land uses are listed in Table 1.

Table 1: Surrounding Land Uses

General Location	General Plan Land Use Designation	Land Use
North	Open Space	Laguna Woods Village Golf Course
South	Commercial	Mobil Gas & Service Station / Willow Tree Center
East	Open Space	Laguna Woods Village Golf Course
West	Commercial	ARCO Gas Station & AMPM

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

The purpose of a sign program is to “provide incentive and latitude to achieve effectiveness, attractive appearance, compatible design and variety in permanent signage” (Laguna Woods Municipal Code Section 13.20.160). The City Council is

responsible for approving or denying sign programs and subsequent amendments, subject to certain findings set forth in the Laguna Woods Municipal Code.

Discussion

At today’s meeting, the City Council will conduct a public hearing regarding the proposed Sign Program SP-1523 (Exhibit A to Attachment A). After the public hearing, the City Council will consider approving the proposed sign program. Staff recommends that the City Council approve the proposed sign program by resolution (Attachment A), subject to the proposed conditions of approval (Exhibit B to Attachment A). The proposed conditions of approval would regulate the signage in a manner consistent with the purpose and intent of the Laguna Woods Municipal Code’s sign regulations, which are to “promote and protect public health, safety and welfare by regulating signs in order to assure that they are:

- (1) Well-designed, consistent with any design criteria otherwise applicable to the sign property, compatible with community character and harmonious with surrounding properties, buildings, and streetscapes;
- (2) Clear and legible in the circumstances in which they are seen, including for purposes of promoting awareness of local businesses and activities;
- (3) Appropriate to the type of business or activity to which they pertain; and
- (4) Displayed in a manner that does not harm public health, safety and welfare” (Laguna Woods Municipal Code Section 13.20.010(a)).

Laguna Woods Municipal Code Chapter 13.20.160 allows the Laguna Woods Municipal Code’s sign regulations to be supplemented by sign programs approved by the City Council. In this case, the proposed sign program seeks the approval of a variety of signs in 16 locations, including walls signs, monument signs, light-emitting diode (“LED”) signs, canopy signs, dispenser signs, and others.

Two new 7” tall by 10” long monument signs would be constructed – one roughly perpendicular to El Toro Road and a second roughly perpendicular to Moulton Parkway. Each monument sign would include two 65 square foot sign faces (one on each long side) with a mix of static and changeable, digital, light-emitting diode (“LED”) sign copy. LED sign copy would be limited as follows:

- Area: Approximately 9.74 square feet (or, 14.99%) of each sign face ((10) 8 ¼” x 17” panels per sign face) [see details 1 and 2 on page 2 of Exhibit A to Attachment A for a visual rendering]

- Copy Color: Single color (either green or red – neither fluorescent – against a black background) per panel
- Copy Changes: No more frequently than once every five minutes per panel
- Glare Minimization: Shielded to avoid glare, all light sources screened or hidden. Proposed Condition of Approval #9 would require additional actions to be taken, if necessary, to prevent nuisance conditions related to the “brightness, intensity, or direction of sign illumination.”

The proposed sign program would apply to LW Shell, Inc.’s upcoming use of the property (an automobile service station, vehicle washing facility, and retail business), as well as eligible successors, at the project location.

Environmental Review

The City Council is asked to find that the proposed sign program is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15311 of Title 14 of the California Code of Regulations, in that it consists of approvals related to the construction or placement of on-premise signs, which are minor structures accessory to (appurtenant to) a commercial facility.

Fiscal Impact

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

Documents Available for Review

Related documents – including LW Shell, Inc.’s application – are available for public review at City Hall during normal working hours.

Attachments: A – Proposed Resolution
Exhibit A – Proposed Sign Program SP-1523
Exhibit B – Proposed Conditions of Approval
B – Vicinity Map

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING SIGN PROGRAM SP-1523 TO ALLOW FOR VARIOUS SIGNAGE AT 24202 MOULTON PARKWAY, LAGUNA WOODS, CALIFORNIA 92637, AND DETERMINING AND CERTIFYING THAT THE SIGN PROGRAM IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15311 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, LW Shell, Inc. (“Applicant”) submitted an application for Sign Program SP-1523 to allow for various signage at 24202 Moulton Parkway, Laguna Woods, California 92637 (“Project Location”); and

WHEREAS, on July 16, 2025, the City Council of the City of Laguna Woods, after giving notice thereof as required by law, held a public hearing regarding Sign Program SP-1523; and

WHEREAS, the City Council has carefully considered all pertinent testimony, as well as all information contained in the agenda report prepared for Sign Program SP-1523, as presented at the public hearing; and

WHEREAS, staff has reviewed the environmental form submitted by the Applicant in accordance with the City’s procedures. Based upon the information received and staff’s assessment of the information, Sign Program SP-1523 has been determined to be categorically exempt pursuant to Section 15311 (Accessory Structures) of the California Environmental Quality Act (“CEQA”); and

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

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

Findings for All Sign Programs

1. The proposed signs are well-designed, consistent with any design criteria otherwise applicable to the sign property, compatible with community character and harmonious with surrounding properties, buildings, and

streetscapes.

The proposed signs would be aesthetically appealing, compatible, and harmonious with signage on the sign property (Project Location) and on surrounding properties, buildings, and streetscapes. The proposed signs would not be of a type, nor would they include any of the features or characteristics, which would result in their being prohibited pursuant to Laguna Woods Municipal Code Section 13.20.130. The Project Location was formerly occupied by an automobile service center and vehicle washing facility that had similar types of signs for many years without any finding by the City of incompatibility with community character or a lack of harmony with surrounding properties, buildings, or streetscapes. The proposed signs are similar in type as those associated with commercial businesses elsewhere in Laguna Woods including, specifically, automobile service stations and retail businesses. Both existing, public automobile service stations in Laguna Woods are located at the same intersection as the Project Location. While the existing, public automobile service stations in Laguna Woods do not currently have signs with changeable, digital, light-emitting diode (“LED”) displays, they do have changeable sign copy in the form of individual changeable characters. Changeable, digital, LED displays are expressly contemplated by Laguna Woods Municipal Code sections 13.20.130(5) and 13.20.160(c)(3). Changeable, digital, LED displays are common at automobile service stations in surrounding jurisdictions (e.g., immediately adjacent to the city limits at the 76-branded automobile service station located at 24082 El Toro Road, Laguna Hills, California 92653).

2. The proposed signs are clear and legible in the circumstances in which they are seen, including for purposes of promoting awareness of local businesses and activities.

The proposed signs would help promote local businesses and activities, as well as visibility and safe circulation at the Project Location. The proposed signs would be clear and legible for the purposes for which they are intended, which include identifying and differentiating between components of the Project Location related to each of the three uses – automobile service station, vehicle washing facility, and retail business. The proposed monument signs and canopy signs are intended to promote awareness of the commercial business to motorists and pedestrians. The proposed monument signs are further intended to satisfy the requirements of state law pertaining to the public display of gasoline prices. The proposed signs are similar in

type and scale as those commonly associated with commercial businesses including, specifically, automobile service stations, vehicle washing facilities, and retail businesses.

3. The proposed signs are appropriate to the type of business or activity to which they pertain.

The proposed signs would be appropriate in type, location, size/scale, and design for commercial businesses including, specifically, automobile service stations, vehicle washing facilities, and retail businesses. The proposed sign types include wall and monument signs, both of which are expressly contemplated for commercial zoning districts and uses in Laguna Woods Municipal Code Chapter 13.20. While designs vary, automobile service stations, vehicle washing facilities, and retail businesses in Laguna Woods and/or surrounding jurisdictions contain all of the proposed sign types.

4. The proposed signs are displayed in a manner that does not harm public health, safety and welfare.

The proposed signs would not harm public health, safety, and welfare. Several conditions of approval are included to address public health, safety, and welfare including, but not limited to, conditions of approval #3, #9, and #13. Condition of Approval #3 requires that the proposed signs “comply with all then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws, rules, and regulations...” Condition of Approval #9 includes provisions to ensure that the proposed signs do not, at any time, create an actual or reasonably foreseeable nuisance for properties located within line of sight, passing motorists, or any other party. Condition of Approval #13 requires that the proposed signs be kept “... in good structural and functional working order...” Additionally, Laguna Woods Municipal Code Section 13.20.020(d) requires that all signs be maintained in good condition and allows the City to “order the repair or removal of any sign that is unsafe, defective, damaged, or unsatisfactorily maintained.”

Regarding the changeable, digital, LED displays in the proposed monument signs, Condition of Approval #12 limits the display copy to a single color (either green or red – neither fluorescent – against a black background) per panel and changes in display copy to no more frequently than once every 300 seconds per panel. Condition of Approval #14 prohibits the proposed

signs from flashing, blinking, rotating, engaging in any motion, or emitting any noise.

Findings for Sign Programs Including Any Use of One or More Electronic Message Board Signs, or the Display of One or More Light-Emitting Diode (LED) Signs on the Exterior of Any Property

5. The proposed signs are displayed, programmed, or otherwise operated in a manner that effectively minimizes glare at all times when illuminated.

The proposed sign program includes the following provisions specifically to minimize glare: “Illumination is shielded, shaded, or directed to avoid glare or spillover onto adjacent properties. The light level is not unduly bright and all light sources are screened or hidden.” All changeable, digital, LED displays in the proposed monument signs would be shielded to avoid glare and all light sources would be screened or hidden. Condition of Approval #9 includes provisions to ensure that the proposed signs do not, at any time, create an actual or reasonably foreseeable nuisance for properties located within line of sight, passing motorists, or any other party including, but not limited to, “any nuisance caused either entirely or in part by the brightness, intensity, or direction of sign illumination.” Condition of Approval #12 prohibits the use of fluorescent colors.

The changeable, digital, LED displays in the proposed monument signs would be limited to approximately 9.74 square feet (or, 14.99%) of each 65 square foot sign face ((10) 8 ¼” x 17” panels per sign face).

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

SECTION 1. The above recitals are true and correct.

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that this project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15311 of Title 14 of the California Code of Regulations, in that it consists of approvals related to the construction or placement of on-premise signs, which are minor structures accessory to (appurtenant to) a commercial facility.

SECTION 3. The City Council hereby approves Sign Program SP-1523 (Exhibit A), subject to the conditions of approval attached to this resolution (Exhibit B), both of which are incorporated herein by this reference.

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

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

SHARI L. HORNE, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

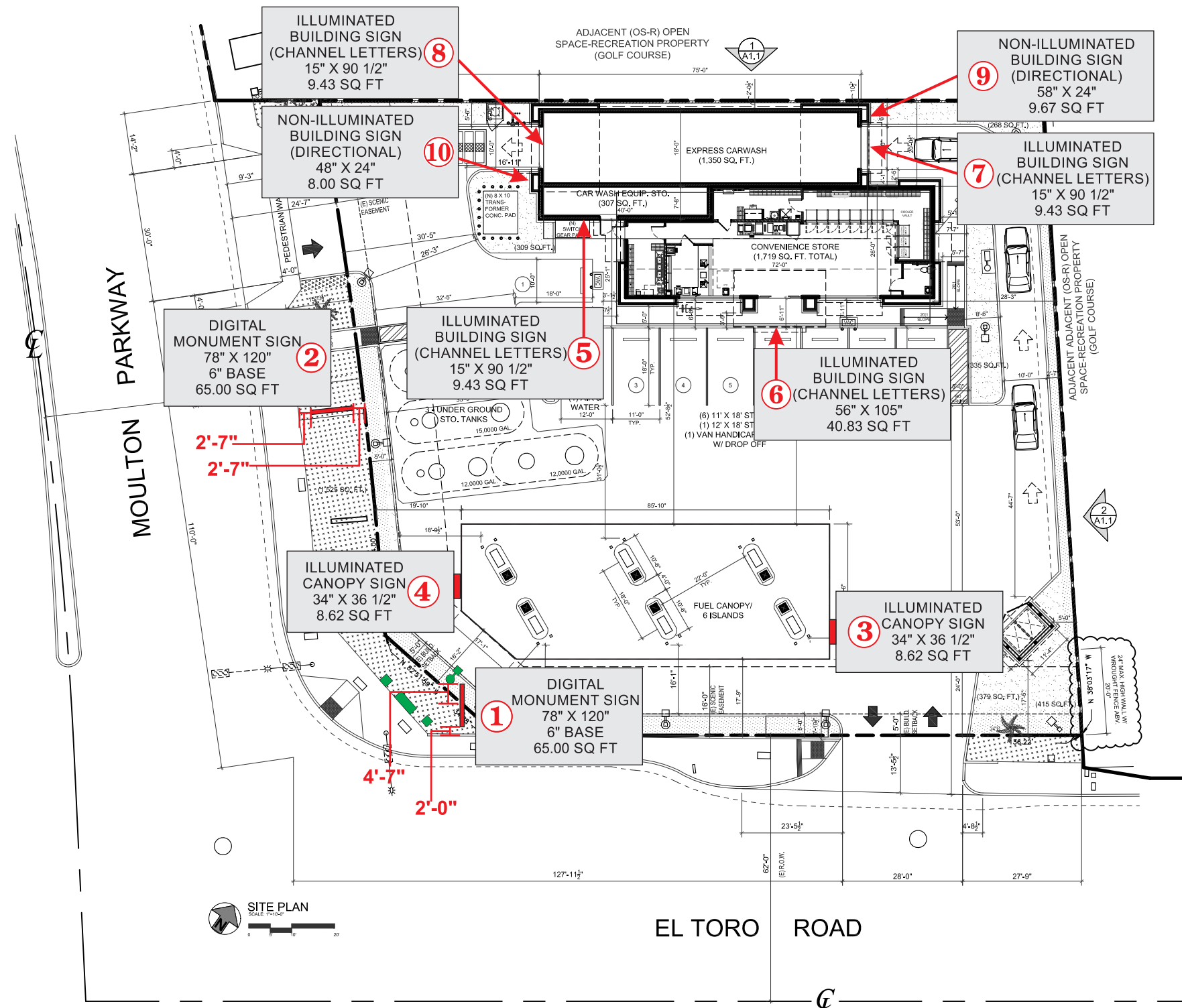
STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LAGUNA WOODS)

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 25-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2025, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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Sign Development Inc.

License #576277

Upland, CA 91786 (909) 920-5535

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CUSTOMER APPROVAL

SIGN AND PRINT FULL NAME

DATE

NO.

PAGE: 1 OF 5

DATE: 12.11.24BA

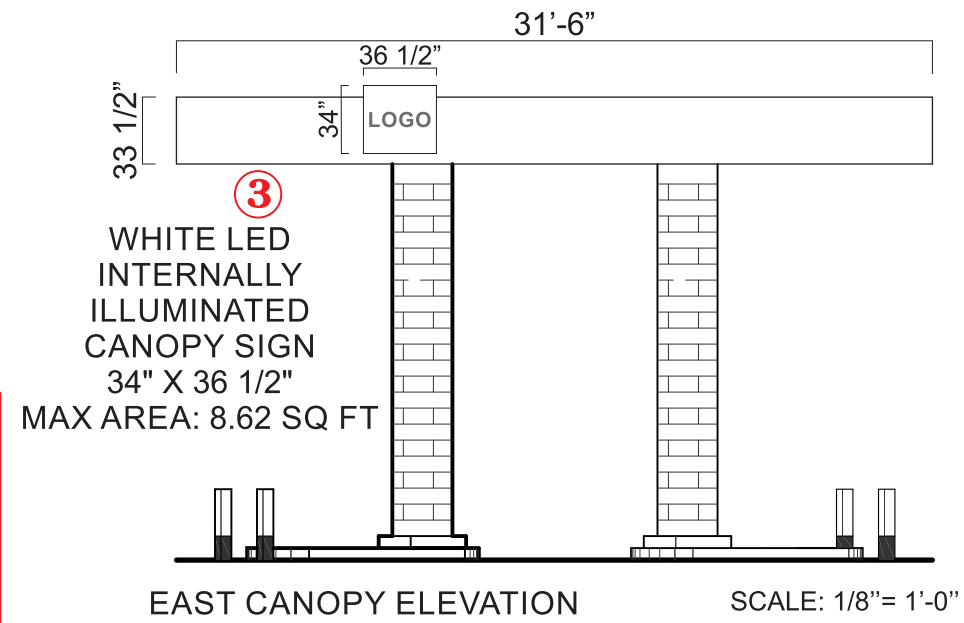
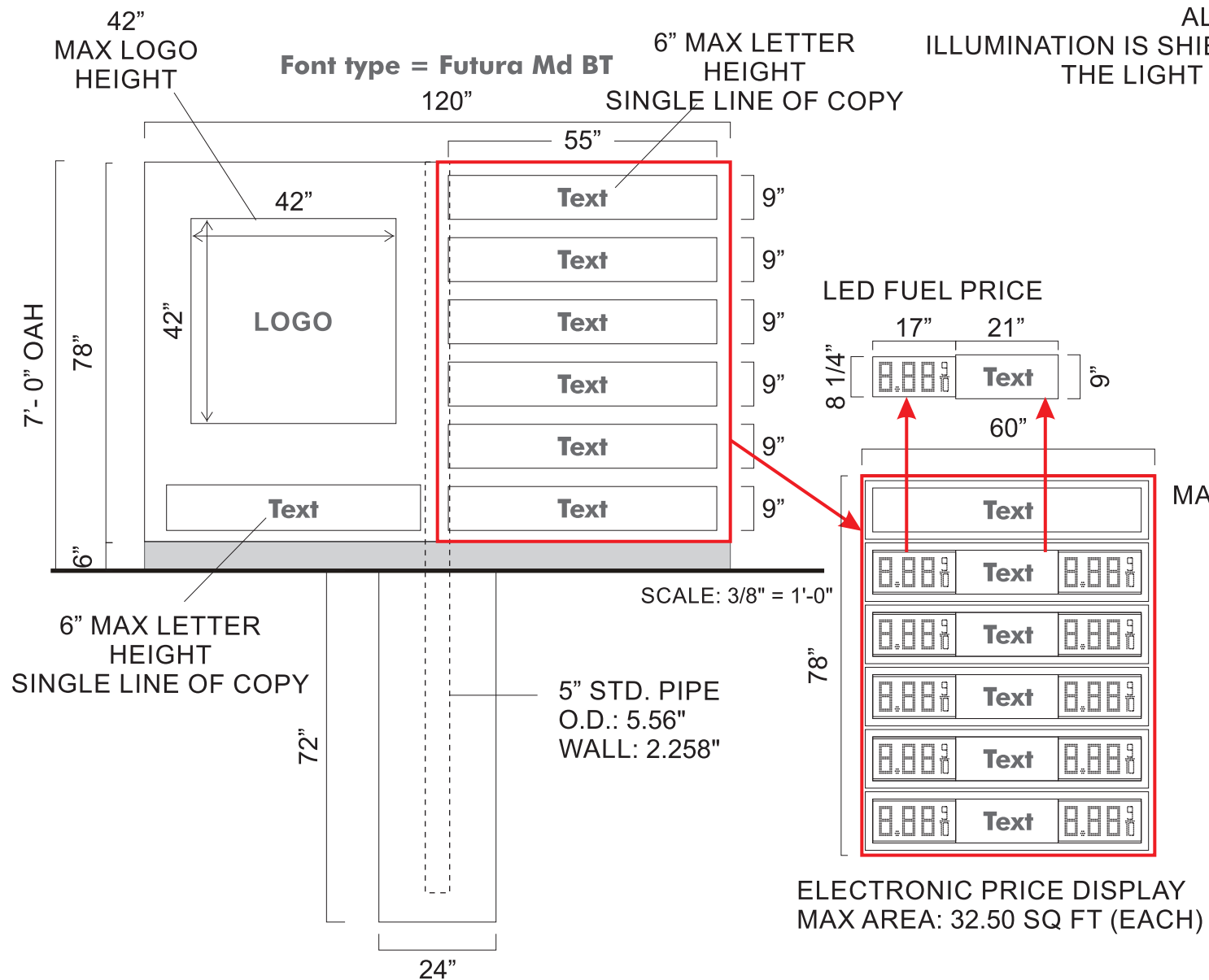
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04.17.25BA 04.21.25BA 05.27.25BA**

06.26.25BA

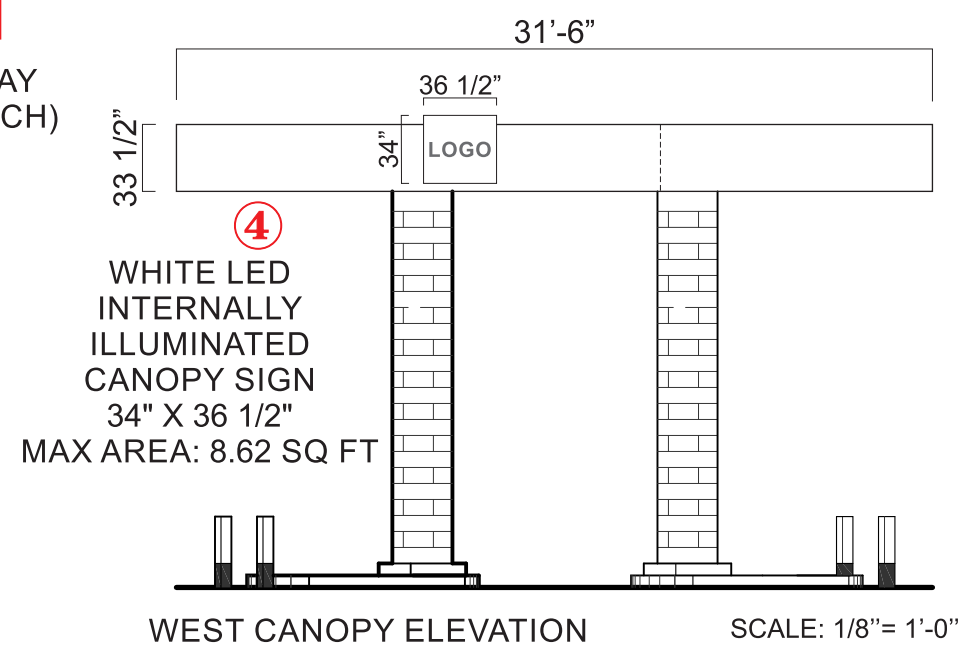


**24202 MOULTON PKWY.
LAGUNA WOODS, CA 92637**

ALL SIGNS WILL BE IN COMPLIANCE WITH MUNICIPAL CODE SECTION 13.20.060.
ILLUMINATION IS SHIELDED, SHADED, OR DIRECTED TO AVOID GLARE OR SPILLOVER ONTO ADJACENT PROPERTIES.
THE LIGHT LEVEL IS NOT UNDULY BRIGHT AND ALL LIGHT SOURCES ARE SCREENED OR HIDDEN.
ALL RACEWAYS/POWER SUPPLIES WILL BE HIDDEN.

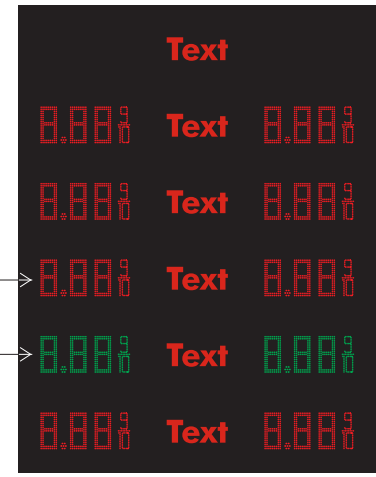


LOGOS ARE 2ND SURFACE VINYL DECORATION BEHIND ACRYLIC FACE SHIELDED TO AVOID GLARE



- SHELL RED - PMS 485C
- SHELL YELLOW - PMS 7548-C
- SHELL WHITE -
- SHELL DARK GRAY - PMS 425C
- SHELL SILVER CHAMPAGNE - PMS 8004 C

① ② WHITE LED INTERNALLY ILLUMINATED D/F MONUMENT SIGN
MAX AREA: 65.00 SQ FT (EACH)



NIGHT ILLUMINATION VIEW

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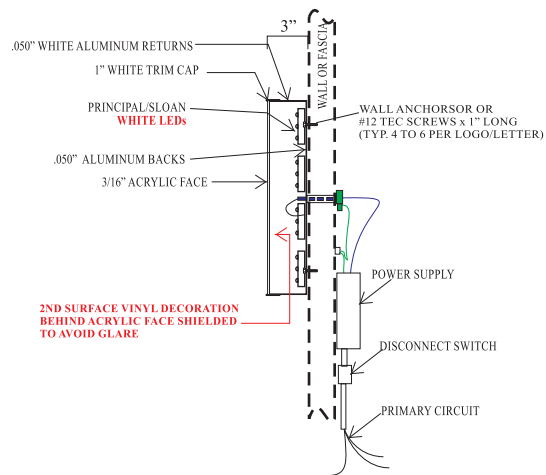
NO. PAGE: 2 OF 5
DATE: 12.11.24BA
REV: 12.24.24BA 02.06.25BA 02.26.25BA
04.17.25BA 04.21.25BA 05.27.25BA

**24202 MOULTON PKWY.
LAGUNA WOODS, CA 92637**

ALL SIGNS WILL BE IN COMPLIANCE WITH MUNICIPAL CODE SECTION 13.20.060.
 ILLUMINATION IS SHIELDED, SHADED, OR DIRECTED TO AVOID GLARE OR SPILLOVER ONTO ADJACENT PROPERTIES.
 THE LIGHT LEVEL IS NOT UNDULY BRIGHT AND ALL LIGHT SOURCES ARE SCREENED OR HIDDEN.
 ALL RACEWAYS/POWER SUPPLIES WILL BE HIDDEN.

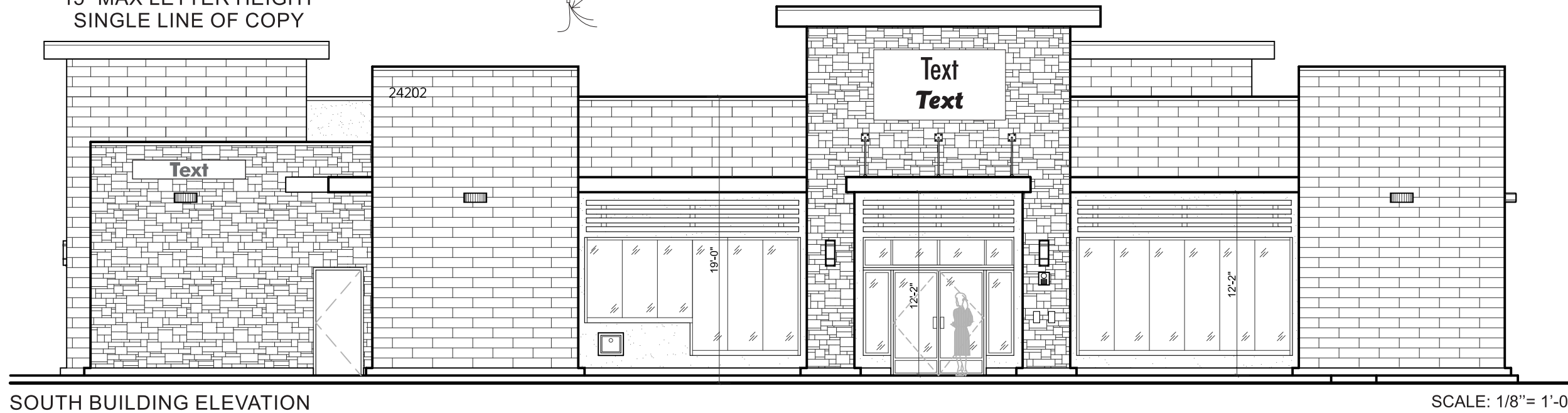
5
 WHITE LED INTERNALLY
 ILLUMINATED
 BUILDING SIGN
 (CHANNEL LETTERS)
 15" X 90 1/2"
 MAX AREA: 9.43 SQ FT
 Font type = Futura Md BT
 15" MAX LETTER HEIGHT
 SINGLE LINE OF COPY

CHANNEL LETTER DETAILS LED ILLUMINATION



6
 WHITE LED INTERNALLY
 ILLUMINATED
 BUILDING SIGN
 (CHANNEL LETTERS)
 56" X 105" - MAX AREA: 40.83 SQ FT
 18" MAX LETTER HEIGHT
 2 LINES OF COPY
 Font type = Futura MdCn BT
 Font type = Goudy Sans Black

- SHELL BLUE - PMS 294C
- SHELL WHITE
- IVORY - PMS 7500C
- BLACK
- CARDINAL RED - PMS 187C



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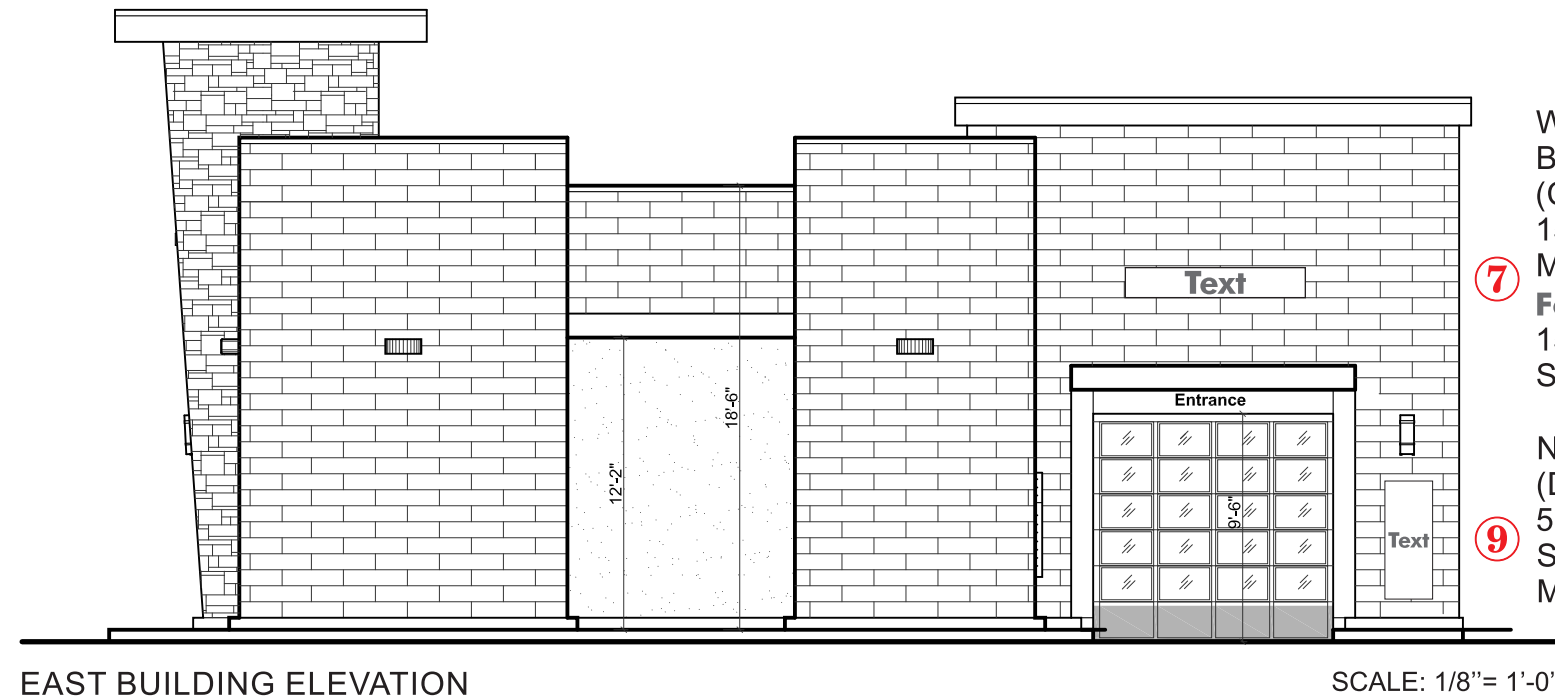
PAGE: 3 OF 5

06.26.25BA



**24202 MOULTON PKWY.
 LAGUNA WOODS, CA 92637**

ALL SIGNS WILL BE IN COMPLIANCE WITH MUNICIPAL CODE SECTION 13.20.060.
ILLUMINATION IS SHIELDED, SHADED, OR DIRECTED TO AVOID GLARE OR SPILLOVER ONTO ADJACENT PROPERTIES.
THE LIGHT LEVEL IS NOT UNDULY BRIGHT AND ALL LIGHT SOURCES ARE SCREENED OR HIDDEN.
ALL RACEWAYS/POWER SUPPLIES WILL BE HIDDEN.



EAST BUILDING ELEVATION

SCALE: 1/8" = 1'-0"

WHITE LED INTERNALLY ILLUMINATED BUILDING SIGN (CHANNEL LETTERS)
15" X 90 1/2"
MAX AREA: 9.43 SQ FT
Font type = Futura Md BT
15" MAX LETTER HEIGHT
SINGLE LINE OF COPY

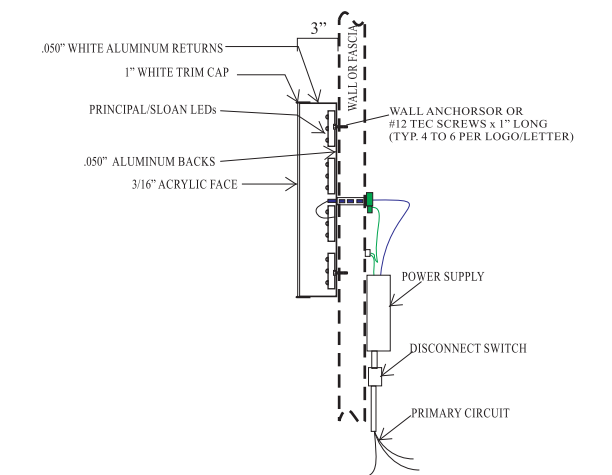
7

NON-ILLUMINATED BUILDING SIGN (DIRECTIONAL)
58" X 24" 9.67 SQ FT MAX AREA
STACKED COPY HEIGHT: 52"
MAX LETTER HEIGHT: 5"

9

NO LIMIT TO LINES OF COPY OR USE OF LOGOS/GRAPHICS/COLORS (EXCEPTING FLUORESCENT COLORS ARE PROHIBITED)

CHANNEL LETTER DETAILS LED ILLUMINATION

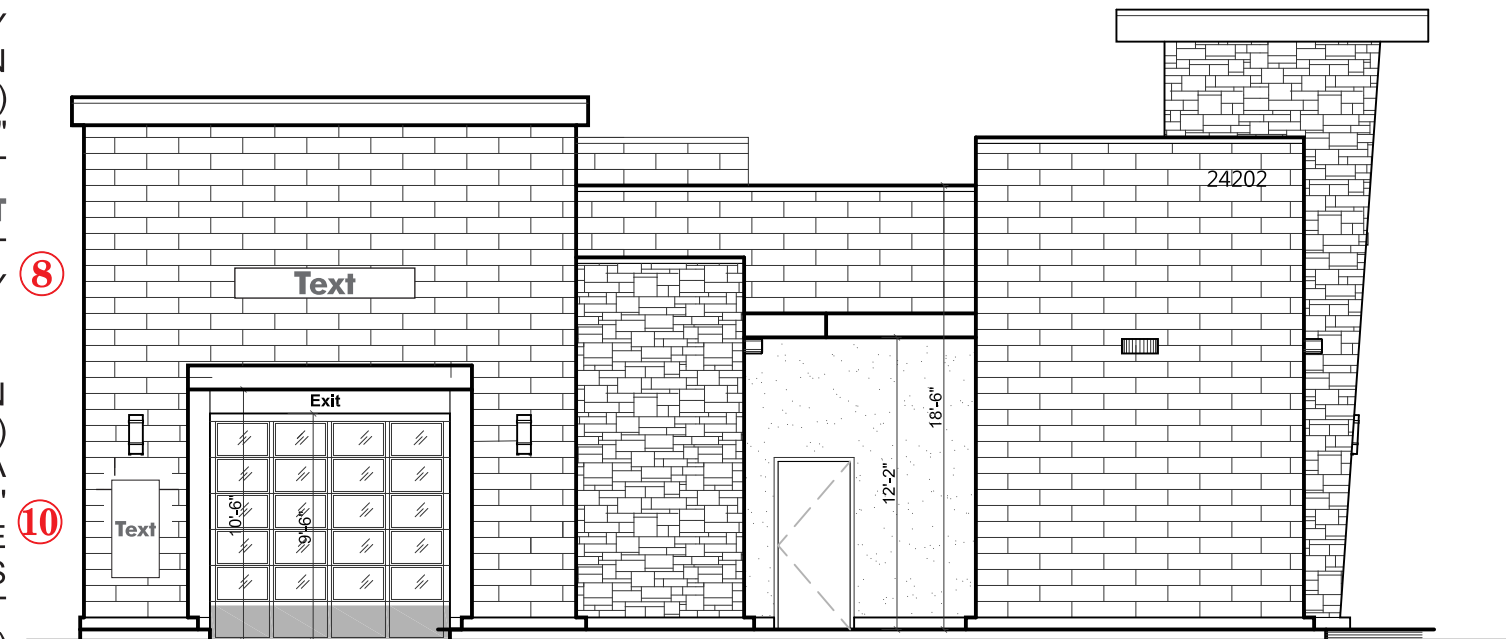


WHITE LED INTERNALLY ILLUMINATED BUILDING SIGN (CHANNEL LETTERS)
15" X 90 1/2"
MAX AREA: 9.43 SQ FT
Font type = Futura Md BT
15" MAX LETTER HEIGHT
SINGLE LINE OF COPY

8

NON-ILLUMINATED BUILDING SIGN (DIRECTIONAL)
48" X 24" 8.00 SQ FT MAX AREA
MAX LETTER HEIGHT: 5"
NO LIMIT TO LINES OF COPY OR USE OF LOGOS/GRAPHICS/COLORS (EXCEPTING FLUORESCENT COLORS ARE PROHIBITED)

10



WEST BUILDING ELEVATION

SCALE: 1/8" = 1'-0"

- SHELL BLUE - PMS 294C
- SHELL WHITE
- SHELL DARK GRAY - PMS 425C
- SHELL RED - PMS 485C

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04.17.25BA 04.21.25BA 05.27.25BA

PAGE: 4 OF 5

06.26.25BA



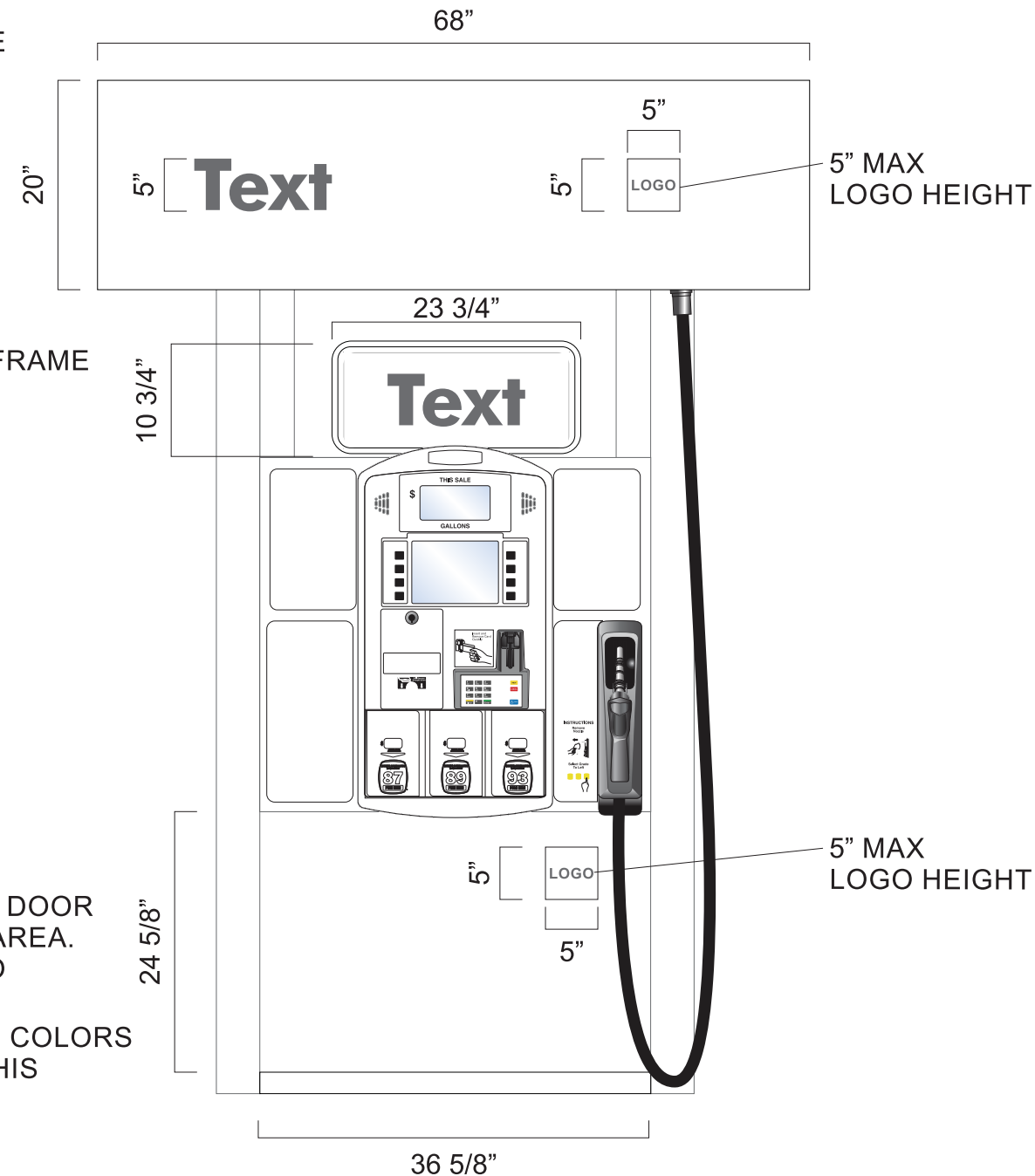
24202 MOULTON PKWY.
LAGUNA WOODS, CA 92637

SIX (6) EACH DISPENSERS TOTAL

NON-ILLUMINATED DISPENSER VALANCE
 20" X 68" 9.44 SQ FT MAX AREA
 MAX LETTER HEIGHT: 5"
 SINGLE LINE OF COPY
Font type = Futura Md BT
 COLORS MAY BE ANY SPECIFIC COLORS
 INDICATED ON PAGES 2-4 OF THIS
 SIGN PROGRAM PLAN

NON-ILLUMINATED PUMP TOPPER AD FRAME
 10 3/4" X 23 3/4" 1.77 SQ FT MAX AREA
 MAX LETTER HEIGHT: VARIES BY AD
Font type = VARIES BY AD
 NO LIMIT TO LINES OF COPY OR USE
 OF LOGOS/GRAPHICS/COLORS
 (EXCEPTING FLUORESCENT
 COLORS ARE PROHIBITED)

NON-ILLUMINATED DISPENSER DOOR
 24 5/8" X 36 5/8" 6.26SQ FT MAX AREA.
 SIGNAGE ON DOOR LIMITED TO
 SPECIFIED LOGO
 COLORS MAY BE ANY SPECIFIC COLORS
 INDICATED ON PAGES 2-4 OF THIS
 SIGN PROGRAM PLAN



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NO.

PAGE: 5 OF 5

DATE: 12.11.24BA

**REV: 12.24.24BA 02.06.25BA 02.26.25BA
 04.17.25BA 04.21.25BA 05.27.25BA**

06.26.25BA



**24202 MOULTON PKWY.
 LAGUNA WOODS, CA 92637**

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ITEM 8.1 – Exhibit B to Attachment A

City of Laguna Woods

Conditions of Approval for Sign Program SP-1523

Project Applicant (Applicant): LW Shell, Inc.

Project Address: 24202 Moulton Parkway, Laguna Woods, CA 92637

Project Assessor's Parcel Number: 616-021-27

Property Owner (Owner): LW Shell, Inc.

1. The project shall be constructed, developed, used, operated, and permanently maintained in accordance with the terms of the application, plans, drawings, and conditions imposed herein.
2. The Owner(s), Applicant(s), and occupant(s) shall comply with all of the conditions of approval as part of Sign Program SP-1523 ("SIGN PROGRAM"). Failure to comply with any one or more of the conditions imposed herein constitute grounds for revocation of said SIGN PROGRAM by the City Council.
3. The Owner(s), Applicant(s), and occupant(s) shall comply with all then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws, rules, and regulations, as they pertain to the improvements and uses sought in this application, and such requirements are made a condition of this approval. These include, but are not limited to, all requirements related to building permits, grading permits, and encroachment permits; engineering review, landscaping review, water quality review, and plan review, generally, of proposed construction plans; accessibility, including accessibility required by the federal Americans with Disabilities Act; best management practices and other actions or improvements required by National Pollutant Discharge Elimination System permit(s); and, restrictions on parking, circulation, lighting, and noise.
4. This approval does not eliminate the need for building permits, grading permits, or encroachment permits or include any action or finding as to compliance or approval of any other applicable federal, state or local ordinance, regulation, rule, or requirement.
5. Except as otherwise provided herein, or as permitted pursuant to the Laguna Woods Municipal Code, this approval is for the location and design of the specified signage show on Exhibit A to City of Laguna Woods Resolution No. 25-XX only. No additional approval is implied or granted.
6. In the event of repeated or disproportionately high numbers of calls for law enforcement or other public safety service, or based upon input from the Orange County Sheriff's Department (or successor law enforcement agency) or surrounding

ITEM 8.1 – Exhibit B to Attachment A

businesses or residents, the City Manager may require, at his/her/their discretion, that the Applicant(s)/Owner(s) provide additional on-site security and/or safety measures at the property, as may be reasonably calculated to address situations or circumstances leading to or causing such increased calls for service, or complaints or comments from surrounding residents or businesses.

7. City staff, or their authorized representatives, shall have the right to access and enter the property to make reasonable Owner- or Applicant- or occupant-authorized scheduled inspections, or unscheduled inspections in areas otherwise open to the public, to observe and enforce compliance with applicable laws and the conditions set forth herein.
8. In accordance with policies adopted by the City, the Owner(s), Applicant(s), and occupant(s) shall be responsible for any cost incurred as a result of local law enforcement, public safety, or code enforcement investigation/inspection that results in a finding of violation of any applicable laws and/or conditions of approval.
9. The Owner(s), Applicant(s), and occupant(s) shall ensure that signs erected and maintained pursuant to the SIGN PROGRAM do not, at any time, create an actual or reasonably foreseeable nuisance for properties located within line of sight, passing motorists, or any other party including, but not limited to, any nuisance caused either entirely or in part by the brightness, intensity, or direction of sign illumination. The Owner(s), Applicant(s), and occupant(s) shall take all steps necessary to prevent and immediately resolve such situations and shall immediately implement any direction received by the City Council or City Manager, which the Owner(s), Applicant(s), and occupant(s) understand and acknowledge may include, but not necessarily be limited to, any or all of the following:
 - a) Reducing the intensity or brightness of sign illumination;
 - b) Installing additional shielding or filters for illuminated signs; and/or
 - c) Dimming or turning off the illumination on signs at certain times.

For the purpose of this condition, “reasonably foreseeable” shall include any determination made based upon the judgement and discretion of the City Council or City Manager. City staff’s discretion shall not be directed toward the content or wording of signage.

10. The sign face of the digital monument signs shown on page two of the SIGN PROGRAM shall be permitted on both sign faces per sign (two total per sign) with the “Logo” required to be displayed on each sign face closest to the nearest perpendicular public street.
11. The sign face of the dispenser signs shown on page five of the SIGN PROGRAM shall be permitted on both sign faces per dispenser (two total per dispenser).

ITEM 8.1 – Exhibit B to Attachment A

12. The changeable, digital, light-emitting diode (“LED”) displays authorized by the SIGN PROGRAM are the (10) 8 ¼” x 17” panels located within the Electronic Price Display area of the digital monument signs shown on page two of the SIGN PROGRAM (1,402.5 square inches per sign face). Changeable, digital, LED display copy shall be displayed in a single color (either green or red – neither fluorescent – against a black background) per panel and change no more frequently than once every 300 seconds per panel.
13. All signs erected and maintained pursuant to the SIGN PROGRAM shall be kept clean, complete, and in good structural and functional working order, and shall not be allowed to fall into a state of disrepair, damage, or decrepitude.
14. No sign erected and maintained pursuant to the SIGN PROGRAM shall flash, blink, rotate, engage in any motion, or emit any noise.
15. Any request to modify the conditions of approval contained herein shall require review and authorization by the City Manager. The City Manager may require the submission of such documentation or reporting, or the conduct of such studies or analysis, as he/she/they deems necessary to evaluate a request for modification. The City Manager may in his/her/their discretion refer such decision to the City Council.
16. This approval may be modified or revoked by the City Council, after applicable notice and public hearing procedures have been satisfied, should it be determined, within the City’s jurisdictional authority, that the conditions under which the project has been operated or maintained are detrimental to the public health, safety or welfare, or materially injurious to property or animals in the vicinity; or if the project is operated or maintained so as to constitute a public nuisance, or if the project is operated or maintained in violation of any of the conditions of approval set forth herein, or for any other reason permitted by law.
17. Transfer: In the event of transfer of the property to which this approval pertains, the transferee(s) are advised that the City encourages the transferee(s) to arrange and attend a conference with the City to review these conditions of approval, and document the manner in which activities will occur and the manner in which these conditions of approval will be met.
18. Termination:

Upon approval, this SIGN PROGRAM shall become null and void (A) upon the expiration of building permits, due to inactivity, obtained to construct this project, or (B) after the project has been constructed, 180 calendar days after such time the approved use at the approved location ceases to be operated as noted by lapse of City business license, lapse of California Department of Tax & Fee Administration (or successor agency) permit or license, or date noted by City official with proper site verification of abandonment or discontinuance.

ITEM 8.1 – Exhibit B to Attachment A

The City Manager may in his/her/their discretion refer decision regarding termination to the City Council.

This SIGN PROGRAM shall be deemed immediately terminated should the approved location be occupied by a use not in accord with this approval, subject to written notice to the Owner(s) with 10 calendar days to cure.

19. The Owner(s), Applicant(s), and occupant(s), or successor(s) in interest, shall as a condition of issuance of this approval, at its sole expense, defend, indemnify, and hold harmless the City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (“INDEMNITEES”) from any claim, action, or proceeding against the INDEMNITEES to attach, set aside, void or annul an approval of the City Council or other decision-making body, or staff action concerning this SIGN PROGRAM approval, or its implementation, except when occurring solely as a result the negligent or willful acts or omissions of the INDEMNITEES. The Owner(s), Applicant(s), and occupant(s) shall pay all of the City’s defense costs incurred by counsel of the City’s choosing, and shall reimburse the City for any and all court costs and other parties’ attorney fees that the City may be required by a court to pay as a result of such defense. The Owner(s), Applicant(s), and/or occupant(s) may at their sole discretion participate in the defense of any such action under this condition, with its own counsel.
20. The Owner(s) shall sign and have notarized (acknowledgement) the “Owner(s) Acknowledgement of Conditions of Approval for Sign Program SP-1523” and return one wet-signed original to the City Manager with a copy of a recordable legal description of all affected properties in form acceptable to the City Manager.

[SIGNATURES ON NEXT PAGE]

ITEM 8.1 – Exhibit B to Attachment A

**OWNER(S) ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL FOR
SIGN PROGRAM SP-1523 (“ACKNOWLEDGEMENT”)**

1. **ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL.** The person or persons executing this ACKNOWLEDGEMENT on behalf of the respective Owner(s) has reviewed all Conditions of Approval for Sign Program SP-1523 and has had the opportunity to consult with legal counsel regarding them as the Owner(s) has deemed appropriate.
2. **PURPOSE.** The purpose of this ACKNOWLEDGEMENT is to ensure the Owner(s) are aware of the Conditions of Approval for Sign Program SP-1523, which “run with the land.” References to “Applicant(s)/Owner(s)” in the Conditions of Approval for Sign Program SP-1523 are not intended to, and will not be interpreted by the City as, conferring any additional legal responsibility or liability upon the Owner(s) beyond that which otherwise exists in applicable law, or otherwise changing the Owner(s) existing legal obligations.
3. **RECORDATION.** The person or persons executing this ACKNOWLEDGEMENT on behalf of the respective Owner(s) consents to the recordation of the Conditions of Approval for Sign Program SP-1523, including this ACKNOWLEDGEMENT, in the office of the Clerk-Recorder for the County of Orange.
4. **AUTHORITY TO EXECUTE.** The person or persons executing this ACKNOWLEDGEMENT on behalf of the respective Owner(s) represents and warrants that he/she/they has/have the authority to so execute this ACKNOWLEDGEMENT and to bind the respective Owner(s) to its obligations hereunder.
5. **SEVERABILITY.** If any term, condition or covenant of this ACKNOWLEDGEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this ACKNOWLEDGEMENT shall not be affected thereby and the ACKNOWLEDGEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

Property Owner – LW Shell, Inc.

Signature: _____ Date: _____

Full Name: _____ Title: _____

SIGNATURE MUST BE NOTARIZED; ATTACH ACKNOWLEDGEMENT.

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Legend

- Laguna Woods Boundary
- 24202 Moulton Parkway, APN 616-021-27
- Parcels

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8.2 FALSE SECURITY SYSTEM ALARM FEES

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: July 16, 2025 Regular Meeting

SUBJECT: False Security System Alarm Fees

Recommendation

Cancel the public hearing. (Note: Staff plans to schedule a new public hearing and consideration of the adoption of an increased false security system alarm fee for the next regular meeting of the City Council on August 20, 2025.)

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9.1

**2024-2025 ORANGE COUNTY GRAND JURY
REPORT, “LONG-TERM SOLUTIONS TO SHORT-
TERM RENTALS”**

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: July 16, 2025 Regular Meeting

SUBJECT: 2024-2025 Orange County Grand Jury Report, “Long-Term Solutions to Short-Term Rentals”

Recommendation

Approve a response to the 2024-2025 Orange County Grand Jury Report, “Long-Term Solutions to Short-Term Rentals,” authorize the Mayor to execute the response, and direct the City Manager to submit the response as required by applicable law.

Background

On May 22, 2025, the Orange County Grand Jury publicly released a report titled “Long-Term Solutions to Short-Term Rentals” (Attachment A). The report requires responses from 13 city councils and requests responses from 21 city councils. The Laguna Woods City Council is requested, but not required, to provide a response that complies with the same provisions of state law that govern required responses (California Penal Code Section 933.05). If the Laguna Woods City Council chooses to respond, the response is requested no later than August 20, 2025.

For the purpose of the Orange County Grand Jury’s report, “short-term rentals” (or, “STRs”) are defined as “occupancy of a residence such as a home or an apartment for fewer than 30 days” (e.g., homes available for vacation rentals on websites like Airbnb or VRBO). Short-term rentals are different than sober living homes or group homes, neither of which are addressed by the Orange County Grand Jury’s report.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on a response to the 2024-2025 Orange County Grand Jury Report, "Long-Term Solutions to Short-Term Rentals." Staff recommends that the City Council approve the proposed response (Attachment B), authorize the Mayor to execute the proposed response, and direct the City Manager to submit the proposed response as required by applicable law. Alternatively, the City Council could choose not to respond given the voluntary nature of the Orange County Grand Jury's request.

To satisfy the requirements of California Penal Code Section 933(c), the response approved by the City Council would be submitted on behalf of the City Council to the Presiding Judge of the Orange County Superior Court.

The proposed response has been prepared in conformance with California Penal Code Section 933.05, which requires the City to respond as follows:

For Findings (select one of the following)

- The City **agrees** with the finding; or
- The City **disagrees wholly** or **partially** with the finding, in which case the response shall specify the portion of the finding that is disputed and include an explanation of the reasons therefor.

State law does not provide an option for the City to decline to respond based on a finding's inapplicability. The City must either agree, disagree wholly, or disagree partially.

For Recommendations (select one of the following)

- The recommendation **has been implemented**, with a summary regarding the implemented action; or
- *The recommendation has not yet been implemented, but **will be implemented** in the future, with a timeframe for implementation; or
- *The recommendation **requires further analysis**, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the City Council that does not exceed six months from the date of publication of the grand jury report; or
- The recommendation **will not be implemented** because it is not warranted or is not reasonable, with an explanation therefor.

* The City is required to define timeframes for responses to recommendations that have not yet been implemented, but **will be implemented** in the future or **require further analysis**. In the case of recommendations requiring further analysis, the City Council would be required to complete such analysis by November 22, 2025. The Orange County Grand Jury requests annual reports in March of each year on the status of recommendations accepted but not yet implemented.

Fiscal Impact

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

- Attachments: A – 2024-2025 Orange County Grand Jury Report, “Long-Term Solutions to Short-Term Rentals”
B – Proposed Response to 2024-2025 Orange County Grand Jury Report, “Long-Term Solutions to Short-Term Rentals”

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2024-2025 ORANGE COUNTY GRAND JURY REPORT



Grand Jury

Long-Term Solutions to Short-Term Rentals

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ACRONYMS

ADU	Accessory Dwelling Units
CCC	California Coastal Commission
CE	Code Enforcement
GIS	Geographic Information System
HOA	Homeowners Association
LI	Low Income
OBA	Online Booking Agency
STR	Short-Term Rental
TOT	Transient Occupancy Tax
VLI	Very Low Income

SUMMARY

Short-term rental (STR) is defined as occupancy of a residence such as a home or an apartment for fewer than 30 days.

Some Orange County residents complain that the growth of STRs impinges on their quality of life and adds costs to city government for additional code enforcement. The 2024-2025 Orange County Grand Jury (Grand Jury) investigation revealed that:

- Cities with a growing number of STRs did not always receive higher complaint volumes.
- Some cities employ effective strategies to manage complaints and other cities can learn from their success.
- When cities ban STRs, this often leads to a never-ending game of “whack-a-mole”—as soon as one unpermitted STR is shut down, another opens.
- Code Enforcement (CE) errs on the side of leniency.
- Some cities rarely pursue fines for STR violations or collect the Transient Occupancy Tax (TOT) on unreported STR income.
- Some cities rely on the “honor system” for STR owners to report and pay the correct TOT.
- The commonly held belief that STRs negatively impact affordable housing is not evident in cities with STRs.

This report identifies best practices that city councils and their planning departments can use to more efficiently and effectively manage their STRs. This includes modifying STR ordinances, and for some cities, utilizing third-party digital tools for better code enforcement and data tracking to collect unreported TOT.

BACKGROUND

For many years, Orange County has been an international destination, with its forty-two miles of scenic coastline, Disneyland, Knotts Berry Farm, Angel Stadium, Honda Center, and other attractions. Vacation rental properties in Orange County’s beach communities go back many decades; for instance, in the 1920s, Crystal Cove State Park offered camping sites to the public, and in the 1940s it offered trailers.

For some, STRs are business opportunities. To others, STRs are a nuisance and impinge on neighbors’ quality of life. In response to these conflicting priorities, some cities in Orange County have banned STRs, some have limited their number, and some have no limits.

Table 1: STR policies by city

Policy Choice	Cities with the Policy
Banned (19)	Aliso Viejo, Brea, Costa Mesa, Cypress, Fountain Valley, Garden Grove, Irvine, La Habra, Laguna Hills, Laguna Niguel, Laguna Woods, Los Alamitos, Rancho Santa Margarita, Santa Ana, Stanton, Tustin, Villa Park, Westminster, Yorba Linda
Allowed (15)	Anaheim, Buena Park, Dana Point, Fullerton, Huntington Beach, La Palma, Laguna Beach, Lake Forest, Mission Viejo, Newport Beach, Orange, Placentia, San Clemente, San Juan Capistrano, Seal Beach

The advent of online booking agencies (OBAs) has made it even easier for homeowners (and apartment lessees) to supplement their income by renting out their home or room and advertising to millions around the world. As a result, STRs' visibility has increased, creating tension between STR operators and neighbors.

REASON FOR THE STUDY

Short-term rentals are a heated topic in Orange County cities. Various news reports have covered the impact of STRs on local communities, and this motivated the Grand Jury to investigate how effectively Orange County cities are managing STRs.

The scope of this study includes the thirty-four cities in Orange County, with a focus on cities with the largest number of STRs and cities with bans on STRs, as well as coastal cities.

The Grand Jury studied STR permits and the effectiveness of STR bans. Finally, the Grand Jury examined strategies to improve the quality of life for residents and to provide city planning departments a compilation of tools that will assist in effectively balancing the expectations of the residents and the business owners operating STRs.

METHOD OF STUDY

The Grand Jury conducted the following:

- Research on STR management and business models
 - Survey of national publications with articles on STRs

Long-Term Solutions to Short-Term Rentals

- Review of websites, interviews, testimonials, and other materials produced by companies serving the STR and hospitality markets or from contractors with products for cities managing STRs
- Review of academic papers on STRs and their history
- Review of non-governmental agency white papers on STRs
- In-person interviews of city personnel
- Review of:
 - City meeting minutes and recordings of residents' concerns
 - Various cities' STR complaint processes
 - City ordinances as well as state statutes
 - California Coastal Commission guidance
 - Third-party STR surveillance software used by cities
 - Various cities' STR complaints from June 2022 through June 2024
 - Relevant legal rulings
- Analysis of TOT

INVESTIGATION

The Grand Jury learned that in most cases, STR operators are required to obtain a business license, register with their city for a permit, submit reports, pass an inspection, and pay TOT. This is a city-level tax levied on any temporary lodging that is occupied for fewer than thirty days. All hotels, motels, and bed and breakfasts must remit this tax. Short-term rentals permitting and other policies vary by city. A short-term rental's TOT is paid either monthly, quarterly, or annually. Most cities allowing STRs require a twenty-four-hour, in-person contact to address complaints, within either thirty or sixty minutes.

Short-term rental operators often use one of the numerous OBAs, such as VRBO (from the phrase Vacation Rentals by Owner), Airbnb, Zumper, and HomeAway. In addition, some operators may advertise via direct booking sites (a website for their specific property) or through local rental agents. Multiple OBAs mean that a unique property may have as many as a dozen listings.

Long-Term Solutions to Short-Term Rentals

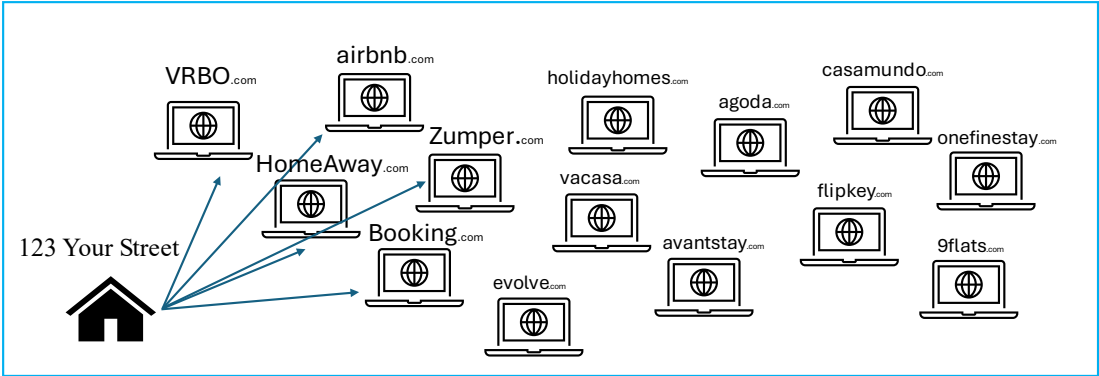


Figure 1: A single residence may appear on multiple websites.

How Cities Manage STRs

In nearly every city, short-term rentals are regulated by ordinances that define operational rules, establish fees for licensing and violations, and outline the appeals process. Often these rules include disclosure to neighbors, a “Good Neighbor Policy” brochure for the renter, parking and garbage policies, and quiet hours for the neighborhood. An emergency contact who would be readily available to respond to a complaint is typically required. City ordinances may define who can own and operate an STR. Cities may limit operation to the primary homeowner or renter, or they may allow investors who own multiple STR properties.

The Grand Jury observed the following STR models:

Table 2: Models of short-term rentals

Hosted/Shared Housing	Owner must be on the property/in house
Primary Housing	Rentals of an owner’s primary residence are permitted
Unrestricted	No restrictions on ownership (income-producing property)

The Hosted/Shared model is when a homeowner or renter with an extra room rents it out for fewer than thirty days. The host stays at the property during the guests’ stay, either in the house or in an on-property Accessory Dwelling Unit (ADU). The Primary Housing model is when the host rents out their principal home but is not present on the property. Unrestricted STRs are income-producing properties, often owned by corporations and managed by property management companies.

Regardless of the model, neighbors have the expectation that STR businesses will be operated in a responsible and respectful manner. Owner-occupied models make it easier for a neighbor with a complaint to get resolution. In cities that use this model, formal complaints are fewer because neighbors can quickly resolve issues between themselves.

Code Enforcement's Role

Code Enforcement (CE) responsibilities include initial and ongoing inspections of STRs to assure adherence to building codes, noise and parking requirements, along with monitoring city complaint portals and searching for nonpermitted STRs. Code Enforcement officers also investigate citizen complaints to substantiate claims and issue citations.

Revenue staff work in tandem with CE to process permits and licenses and to collect TOT and other fees. In at least one city that has a waiting list for STR permits, revenue staff rather than CE staff manage the list, which may delay or limit CE's ability to find unpermitted STRs.

Several cities employ third-party platforms offering an array of services, including STR registration portals, a complaints hotline and/or online portal, and tax payment portals. These platforms offer efficient and potentially cost-effective options to aid staff monitoring STRs. Cities may also select a third-party platform option that identifies both permitted and unpermitted STRs advertising on OBAs.

STR Policies Vary in Orange County

Each of the thirty-four cities in Orange County has its own policies. As of this writing, nineteen of the cities had a ban on all STRs and fifteen allowed STRs (see Table 1). Unincorporated areas of the county (e.g., Rossmoor, North Tustin) are covered by County of Orange policy through the OC Public Works department, which issues permits; however, the Grand Jury did not observe STR volumes in unincorporated areas warranting analysis.

Cities With an STR Ban

The Grand Jury learned that it is difficult for cities to enforce a ban. Cities report that after they enacted a ban, the volume of STRs saw a notable decline; however, some unpermitted STRs still continued to operate. Cities may use a rental identification database and a complaint portal to improve compliance, often through third-party software. These databases can often identify the address of an unpermitted STR and allow follow-up with the property owner. At least one city with technologically savvy CE staff has performed this task without help from a third-party platform.

All cities in the coastal zone have permits for STRs, and this is linked to mandates from the California Coastal Commission (CCC) which issued a 2016 memo with guidance that coastal cities provide "lower cost visitor...facilities" and beach access via STRs.

Cities Without a Specific STR Ordinance

Some cities without an STR ordinance have operated on the assumption that because STRs are not defined by an ordinance, they are banned. However, when an STR operator challenges a citation, these cities have often discovered that the subsequent court ruling goes against the city, as evidenced by recent cases described below. Cities often respond to these losses by drafting new ordinances and amendments, but sometimes a new STR operator will find another legal gap, and the “whack-a-mole” game continues.

Multi-unit apartment complexes may also host unpermitted STRs in cities that have bans. Photos used in online advertising often make complexes easy to find, but identifying specific units may be difficult. Property managers are more familiar with the units and can sometimes help CE track these down.

Some properties without permits are advertised on foreign-language websites. Image searches may uncover these host sites, but the Grand Jury did not identify any solution yet for this challenge.

How Cities Collect Complaints

Many Orange County cities provide an online complaint portal as well as a telephone hotline; these services are staffed by a third-party platform or by city staff. In cities that allow STRs, Code Enforcement will reach out to the STR emergency contact to initiate complaint resolution.

Issues with STR Code Enforcement

Most STR operators want to avoid citations and fines. Neighbor complaints can lead to notices of violation, fines, and ultimately revocation of the STR operating permit. With effective enforcement, STRs that violate city codes receive a citation and/or fine. This can result in improved behavior on the part of the STR operator.

In the fifteen cities that allow STRs, neighbors face hurdles in complaint resolution. This, along with laxity in enforcement, may explain why fewer than ten percent of STRs record a complaint in a given year, a number that fails to reflect the frustration of STR neighbors.

Tracking and confirmation of complaints is often difficult. In order to enforce STR ordinance rules, code or law enforcement must first substantiate that the source is an STR. In some cities that permit STRs, Code Enforcement works only during regular business hours. Nuisance reports often occur in the evening or early morning, when CE may not be on duty. Therefore, residents or other complainants do not receive a timely response and the problem is not resolved at the time of the actual nuisance, if ever.

Most ordinances require an emergency contact for each STR, but a review of hundreds of complaints between 2022 and 2024 shows that in a number of cases the contact does not respond either in the thirty- or sixty-minute required time frame.

Warnings and citations may take up to a week to issue and are recorded in an STR complaint log. The STR operator may appeal the citation. Initial appeals are made through a city official or a third-party administrative officer. This can take some time, during which the STR may continue to operate. An ordinance without an appeals procedure may be challenged in the courts.

The Grand Jury learned that in most cities, CE investigates complaints with a fair bit of leniency. First, the CE officer will visit the property and confirm the violation. The most common complaint is noise, and this violation must be observed and verified by the CE officer. Other complaints may involve vehicle parking, trash, and exceeding permitted occupancy. The CE officer often works through the emergency contact to resolve problems and often will issue a warning rather than a citation.

Tools That Help Code Enforcement Accomplish Their Goals

Cities that allow STRs would benefit from a system that geographically integrates STR owner contact information, permit, and business license numbers. Having this information readily available would enable CE to respond to complaints more effectively. Some of the third-party platforms offer these tools, but using a third-party platform requires a degree of technical knowledge and an investment in Code Enforcement training. Some cities accomplish this work with internal tools and staff.

Beyond responding to complaints, CE in some cities proactively inspect permitted STRs and/or confirm the emergency contacts. These inspections confirm occupancy limits, ensure that safety equipment is onsite, and validate that no unpermitted construction has been done on the property.

Legal Cases Uncover Gaps in STR Ordinances

Recent cases up and down the state have established firm guidance for cities as they deal with STR issues. The Grand Jury identified a few cases that clarified areas of ambiguity in existing STR ordinances:

Table 3: Recent selected legal findings related to STRs

<u>Case</u>	<u>Decision</u>
<u>People v. Venice Suites, LLC, 71 Cal. App. 5th 715, 732-34 (2021)</u>	Specificity in zoning language is necessary. Length of occupancy was not specified in code and therefore STR usage would be permitted.
<u>Keen v. City of Manhattan Beach, 77 Cal. App. 5th 142 (2022)</u>	The term “residence” alone is not effective in banning STRs. A specific STR ordinance is necessary.
<u>Coastal Protection Alliance Inc. v. Airbnb, Inc., 95 Cal. App. 5th 207, 270 (2023)</u>	Operation of STRs in coastal zones does not in and of itself constitute an increase in density or intensity requiring changes in zoning.
<u>Kracke v. City of Santa Barbara, 63 Cal. App. 5th 1089 (2021)</u>	Coastal cities need to secure and comply with Coastal Commission rulings before drafting any limiting ordinances pertaining to STRs.

These rulings highlight gaps in city ordinances and may provide grounds for appeal of STR citations. In light of these rulings, the cities of Anaheim and Santa Ana amended their codes to incorporate language that plugs the gaps, resulting in more effective STR enforcement.

Managing Permit Scarcity

Limits on the number of STR permits create a quasi-monopoly. In some cities, the permit limit was set at a point in time when no limit existed. The cities selected a number slightly greater than the inventory then in existence. Once the limit was set, these cities saw an acceleration in applications up to the limit.

In some cities, STRs are excluded only in certain zones. Single family home (R1) zones and Homeowner Associations (HOAs) often have exclusions. Other cities permit unlimited STRs in a “vacation home zone” near the beach or an attraction. Still others allow one STR in a fixed radius (typically 300 feet), which effectively limits permits.

At least three cities (Newport Beach, Dana Point, and Orange) have created waiting lists in response to having more applications than available permits. However, STR operators rarely voluntarily relinquish their permits. If an STR has been converted to a long-term rental, then it is no longer subject to TOT. Unless the STR operator informs the city of the conversion, a city that only collects TOT annually (as at least one city does) will not know for a year that the unit is no longer operating as an STR. At that point, as they have not received any TOT from the unit, the

city can initiate proceedings to rescind the STR permit and pass it on to the next applicant on the waiting list. However, the STR operator can appeal, and this can extend the process even longer.

Some cities allow permit holders to transfer their permit to a family member or to the new owner of their property, thus circumventing the waiting list altogether. A system where permits expire after a certain time would afford those on the waiting list an opportunity to be placed ahead of renewals, thus creating a more equitable process. One city, Dana Point, has set a limit on investor-owned properties, allowing more Hosted STRs to have priority in getting permits.

Collecting TOT Revenue

The fifteen cities that allow STRs (see Table 1) collect TOT on STR revenue, plus any fees charged to the renter. Operators report TOT to cities either annually, quarterly, or monthly. Monthly reporting of TOT has several advantages: cities receive TOT sooner, the STR owner has a smoother and more predictable cash flow, and cities can quickly identify non-revenue-producing STRs.

In cities like Dana Point and Anaheim, TOT represents a substantial percentage of city revenue; however, nearly all of this comes from hotels. Short-term rental TOT in Newport Beach represents thirty percent of total TOT collections, contributing two percent of city revenues. Newport Beach has the greatest share of TOT revenue from STRs (with 1,550 units) and the greatest number of STRs of all Orange County cities. Transient Occupancy Tax rates vary by city from eight to seventeen percent. Despite the limited amounts, each city that collects short-term rental TOT increases their general fund.

Each city handles TOT collection differently. Newport Beach collects quarterly from agents who operate STRs and annually from STR homeowners, using paper-based forms. This system does not allow for easy tracking of short-term rental TOT by permit number because multiple units at the same address (with separate permits) may be combined on the form. A digital submission by unique permit number, such as is used by the City of Orange, is easy and provides greater detail to the city.

The City of Anaheim has agreements called Voluntary Collection Agreements (VCAs) with a number of Online Booking Agency platforms that enable monthly TOT remittance from short-term rental advertising on the OBA. In most cases, OBAs share a spreadsheet with totals only; however, at least one platform remits with detailed addresses with amounts by address. It is possible for an OBA to send more detailed data and for the city to integrate it into its information systems, but as yet no city appears to have negotiated with an OBA to implement this direct reporting. Requiring an OBA to report more detail ensures that all STR tax from Online Booking Agency is reported, collected, and remitted to the city, whether the STR is permitted or not. However, this system still would not capture STRs booked directly with the operator, which may be up to 30-60% of gross rental revenue.

At least one city (Orange) requires that TOT reporting include the number of days the STR is available for rent and number of days rented each month. Capturing these statistics facilitates desk auditing.

A “desk audit” is a remote review of the STR operators’ reported information to ensure compliance with TOT reporting requirements. This is in contrast to a “business-level audit,” which is performed by the city on site and involves verification of the reported information against third-party records, such as bank statements.

The Grand Jury’s review of a subset of Orange County cities did not identify any that did more than desk audits on short-term rental TOT receipts. Put simply, these cities currently rely on the “honor system.” Conducting business-level audits would allow cities to discover and collect additional funds. However, a city should consider the cost of enforcement versus the financial benefit of STR business audits, especially in smaller cities with limited short-term rental TOT.

Major Events Fuel Demand for STRs

Reports from the 2024 Olympic games indicate that the average price per night of STRs in and around Paris more than doubled during the Olympics, and total inventory grew by nearly fifty percent. With the coming 2026 Los Angeles World Cup and the 2028 Los Angeles Olympics, these surges are likely to be seen in Orange County, especially with the Honda Center and Trestles Beach—both in Orange County—being used as Olympic venues. Orange County cities have not yet dedicated resources to plan around STRs for these major events.

STR Impact on Affordable Housing

Some housing advocates argue that STRs reduce the inventory of much needed and mandated affordable housing. The Grand Jury found that STRs have a negligible effect on affordable housing in cities that currently allow STRs. The Southern California Association of Governments, acting under the direction of the State Housing Element Law, sets a mandated volume of new units by city for Very Low Income (VLI) and Low Income (LI) units, and this analysis uses it as the estimate of needed affordable units.

The Grand Jury’s analysis of inland cities suggests that if their existing STR units were converted to affordable housing, they would contribute at most about eight percent (125/1,671 from Table 4) of the affordable units required (in the city of Orange), and a much smaller percentage in other inland cities.

On the other hand, in coastal cities, the STR volumes appear to meet a sizable portion of affordable unit goals. However, coastal cities must comply with State law enforced through the California Coastal Commission (CCC). The CCC weighs in on all coastal development and changes, and any modification of a city’s zoning rules or limits on STRs would be subject to the CCC’s approval. The CCC’s stated goal is to preserve access to public beaches and low-cost

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short-term housing, which includes STRs. It is therefore unrealistic to expect that coastal STRs would be converted to long-term affordable housing in any sizeable number.

Table 4: STR permit limits and affordable housing needed (Housing Element)

	Limit on STR Permits	Housing Element 6 th Series Unit Goals		
		Very Low Income (VLI)	Low Income (LI)	VLI+LI Unit Goal
Inland Cities				
Anaheim	277	3,767	2,397	6,164
Buena Park	11	2,119	1,343	3,462
Fullerton	100	3,198	1,989	5,187
Orange	125	1,067	604	1,671
Coastal Cities*				
Dana Point	115	147	84	231
Laguna Beach	300	118	80	198
Newport Beach	1,550	1,456	930	2,386
San Clemente	225	282	164	446
Seal Beach	33	258	201	459

*Subject to CCC legal requirements

Equally important is the fact that there is rarely a one-to-one relationship between STRs and long-term housing. In many areas of the County, STRs are luxury or large-scale homes. It is extremely unlikely that such homes could or would be easily converted into affordable housing or demolished to create multiple affordable dwellings. Aside from the complications of such an endeavor, the likelihood that neighbors would acquiesce to these changes is negligible.

Based on the above factors, the Grand Jury concludes that, contrary to widely held belief, STRs should not be considered a significant factor in the availability of affordable housing in Orange County cities with STRs.

STRs *Can* be Good Neighbors

The burden of getting STR operators to function in a community friendly way should be on the operator and government, not the neighborhood residents. Best practices include the following:

- Updated ordinances that limit how STRs can advertise and specifically exclude STRs from banned cities
- Concise city permitting guidance

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- An easy-to-use complaint system for residents
- Diligent code enforcement
- Requiring an in-person contact
- Permit numbers in all advertising
- Monthly electronic collection of TOT

Several Orange County cities, such as Seal Beach, Dana Point, and Orange, have clear permitting procedures that explicitly outline Good Neighbor policies, yielding low complaint rates.

Anaheim and Santa Ana have made ordinance revisions that improve the odds that their cities will prevail in appeals to STR citations. Newport Beach, Dana Point, and Anaheim perform regular inspections on new and existing STRs to ensure units are safe and code compliant.

Incorporating the above elements in a city's ordinances and practicing effective code enforcement would enhance the relationship between STR business operators and their neighbors. Moreover, better communication among cities to share these best practices would greatly improve the management of STRs.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2024-2025 Grand Jury requires (or as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation "Long-Term Solutions to Short-Term Rentals," the 2024-2025 Orange County Grand Jury has arrived at twelve findings, as follows:

F1: Despite the increasing media coverage of Online Booking Agencies (OBAs), STRs are not a new phenomenon in Orange County.

F2: The steady growth of STR usage in the last decade raises concerns of potential public nuisance.

F3: Even with robust Code Enforcement, a city's statutory ban on STRs is not enough to keep STRs from operating.

F4: Anaheim's ordinance requires OBAs to report Transient Occupancy Tax (TOT) directly to the city. This has led to the favorable consequence that unpermitted STR income is reported to the city.

F5: Proactive home inspections of new and renewing STRs, which have been implemented in some Orange County cities, improve code enforcement and STR compliance with city ordinances.

F6: Direct remittance of taxes by OBAs does not capture all TOT for an STR because of direct booking practices.

F7: Some cities in Orange County have outdated systems for tracking short-term rental TOT making the process less effective and more difficult for staff.

F8: In some cases, STRs are improperly recharacterized as long-term rentals to circumvent the collection of TOT and any applicable penalties.

F9: Online Booking Agencies in foreign languages are outside the current capabilities of Code Enforcement to monitor and track unpermitted STRs.

F10: Cities that fail to routinely review their STR waiting lists potentially lose TOT revenue and contribute to a greater prevalence of unpermitted STRs.

F11: Locations that have hosted major events have reported an outsized increase in demand and pricing of STRs, a situation Orange County is likely to experience with the upcoming 2026 Los Angeles World Cup and 2028 Los Angeles Olympics.

F12: City leaders have no regular communication with each other concerning STR issues, limiting opportunities to develop strategies and expertise to improve service.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2024-2025 Grand Jury requires (or, as indicated, requests) responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2024-2025 Orange County Grand Jury makes the following nine recommendations:

R1: Cities should review and begin to update ordinances to keep up with the rapidly changing nature of court findings and legislation related to STRs, by December 31, 2025, and no less frequently than every three years thereafter. **(F4, F12)**

R2: Cities should consider developing a plan for upcoming major events that are expected to create a surge in demand for STRs and its associated Transient Occupancy Tax, by December 31, 2025, and no less frequently than every two years thereafter. **(F11)**

R3: Cities that allow STRs should evaluate the benefit of ordinances facilitating Voluntary Collection Agreements requiring OBAs to submit TOT directly, by June 30, 2026. (F4, F12)

R4: Cities that allow STRs should evaluate the benefit of collecting TOT on a monthly basis by individual property, by June 30, 2026. (F7, F8)

R5: Cities should require STRs to include the number of days rented per month per permit to facilitate short-term rental TOT desk audits by November 30, 2025. (F7, F8)

R6: Cities with a permit waiting list should implement strategies to remove non-revenue-generating licenses to allow for fair access by December 31, 2025, and annually thereafter. (F7, F10)

R7: Cities that allow STRs should consider allocating resources to update their short-term rental TOT tracking systems by September 30, 2026. (F7, F8, F10)

R8: Cities that allow STRs should consider random multi-year audits to confirm TOT by June 30, 2026, and annually thereafter. (F6, F7, F8)

R9: City leaders should have regular discussions with each other to share STR management strategies on a biannual basis commencing no later than January 1, 2026. (F12)

RESPONSES

The following excerpts from the California Penal Code provide the requirements for public agencies to respond to the Findings and Recommendations of this Grand Jury report:

Penal Code Section 933:

*(c) No later than **90 days** after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the **governing body of the public agency** shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every **elected county officer or agency head** for which the grand jury has responsibility pursuant to Section 914.1 shall comment within **60 days** to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.*

Long-Term Solutions to Short-Term Rentals

Penal Code Section 933.05:

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

Responses Required

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code Section 933.05 are required within 90 days of the date of the publication of this report from:

Long-Term Solutions to Short-Term Rentals

Findings

City Councils of the following cities:

Dana Point, Fullerton, Huntington Beach, Laguna Beach, Newport Beach, San Clemente, San Juan Capistrano, Seal Beach F1, F2, F5, F6, F7, F8, F9, F10, F11, F12

Costa Mesa, Irvine, Santa Ana F1, F2, F3, F12

Anaheim F1, F2, F4, F5, F6, F7, F8, F9, F11, F12

Recommendations

City Councils of the following cities:

Anaheim, Dana Point, Fullerton, Huntington Beach, Laguna Beach, Newport Beach, Orange, San Clemente, San Juan Capistrano, Seal Beach R1, R2, R3, R4, R5, R6, R7, R8, R9

Costa Mesa, Irvine, Santa Ana R1, R2, R9

Requested Responses

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code Section 933.05 are requested within 90 days of the date of the publication of this report from:

Findings

City Councils of the following cities:

Buena Park, La Palma, Lake Forest, Mission Viejo, Placentia F1, F2, F5, F6, F7, F8, F9, F10, F11, F12

Aliso Viejo, Brea, Cypress, Fountain Valley, Garden Grove, La Habra, Laguna Hills, Laguna Niguel, Laguna Woods, Los Alamitos, Rancho Santa Margarita, Stanton, Tustin, Villa Park, Westminster, Yorba Linda F1, F2, F3, F12

Recommendations

City Councils of the following cities:

Buena Park, La Palma, Lake Forest, Mission Viejo, Placentia R1, R2, R3, R4, R5, R6, R7, R8, R9

Aliso Viejo, Brea, Cypress, Fountain Valley, Garden Grove, La Habra, Laguna Hills, Laguna Niguel, Laguna Woods, Los Alamitos, Rancho Santa Margarita, Stanton, Tustin, Villa Park, Westminster, Yorba Linda

R1, R2, R9

BIBLIOGRAPHY

Better Neighbors LA. "BNLA Annual Report 2022." February 24, 2023. https://static1.squarespace.com/static/5fc9845732f65217775cb3a5/t/63f8e87357c81b184848b95b/1677256830192/BNLA_Annual+Report_2022-web.pdf.

California Coastal Commission. "Short Term Vacation Rental Memo to Coastal Planning and Development Directors." December 6, 2016. https://documents.coastal.ca.gov/assets/la/Short_Term_Vacation_Rental_to_Coastal_Planning_&_Devt_Directors_120616.pdf.

California Coastal Commission. "Recent LCP Policy Examples for Lower Cost Overnight Accommodations." 2023. <https://documents.coastal.ca.gov/assets/lower-cost-coastal-lodging/LCOA-Doc2.pdf>.

Costar. "Summer Olympics Drove Paris Room Rates to All-Time Highs." *CoStar*, August 11, 2024. <https://www.costar.com/article/54408592/summer-olympics-drove-paris-room-rates-to-all-time-highs>.

Dubetz, Alissa, Matt Horton, and Charlotte Kesteven. "Staying Power: The Effects of Short-Term Rentals on California's Tourism Economy and Housing Affordability." Milken Institute, June 1, 2022. <https://milkeninstitute.org/content-hub/research-and-reports/reports/staying-power-effects-short-term-rentals-californias-tourism-economy-and-housing-affordability>

Humphreys, Lucy. "Regulating Short-Term Rentals in California's Coastal Cities: Harmonizing Local Ordinances with the California Coastal Act." *Loyola of Los Angeles Law Review* 52 (2019): 309.

Jin, Ginger Zhe, Liad Wagman, and Mengyi Zhong. "The Effects of Short-term Rental Regulation: Insights from Chicago." November 19, 2023. SSRN. <https://ssrn.com/abstract=4638022> or <http://dx.doi.org/10.2139/ssrn.4638022>.

Reinhard, D., and J.J. Roth. "Renting Trouble? An Analysis of Crime and Calls to Police at Addresses with Different Rental Types." *Crime Science* 13, no. 35 (2024). <https://doi.org/10.1186/s40163-024-00232-8>.

Safely. "The Best Alternatives to Airbnb and VRBO: The Rise of the Niche Platforms." Safely, February 17, 2025. <https://safely.com/articles/the-best-alternatives-to-airbnb-and-vrbo-the-rise-of-the-niche-platforms/>.

Thompson, Robert. "Affordable Twenty-Four Hour Coastal Access: Can We Save a Working Stiff's Place in Paradise?" *Ocean and Coastal Law Journal* 12, no. 1 (2006). <https://digitalcommons.maine.gov/oclj/vol12/iss1/5/>.

Urevich, Robin. "Is My Short-Term Los Angeles Rental Legal?" ProPublica, September 3, 2024. <https://www.propublica.org/article/is-my-short-term-los-angeles-rental-legal>.

Wachsmuth, David, and Danielle Kerrigan. "Short-Term Rentals in Los Angeles: 2022 Report." Urban Politics and Governance Research Group, McGill University, 2022. https://upgo.lab.mcgill.ca/publication/strs-in-los-angeles-2022/Wachsmuth_LA_2022.pdf.

ANNOTATED BIBLIOGRAPHY

Airbnb. "Vacation Rentals, Homes, Experiences & Places." Airbnb.com. Accessed January 6, 2025. <https://www.airbnb.com>.

Leading booking platform for STRs.

AirDNA. "Short-Term Rental Data & Analytics." AirDNA.co. Accessed January 6, 2025. <https://www.airdna.co>.

Platform that tracks the STR market, claiming listings of ten million properties that are then linked to partner data to detect reservations and calculate market performance. Market-level volumes are reported with projections. Subscriptions allow for detailed searching and market reports.

Booking.com. "Booking.com: Hotels, Apartments, Villas, Hostels & More." Booking.com. Accessed January 6, 2025. <https://www.booking.com>.

Leading booking platform includes hotels and STRs.

Deckard. "Deckard Technologies." Deckard.com. Accessed January 6, 2025. <https://www.deckard.com>.

Owner of Rentalscape product, a third-party platform working with cities, offering STR detection with address identification, complaint platform (call-center, web reporting), and tax collection.

Granicus. "Host Compliance." Granicus.com. Accessed January 6, 2025. <https://granicus.com/product/host-compliance/>.

Third-party platform working with cities offering STR detection, a complaint platform and tax collection. Host Compliance product recently integrated into Granicus.

Long-Term Solutions to Short-Term Rentals

Rabbu. "Short-Term Rental Property Management." Rabbu.com. Accessed January 6, 2025. <https://rabbu.com>.

One of several investment platforms that does market analysis for STR buyers.

STR. "Hotel Industry Data & Benchmarking." STR.com. Accessed January 6, 2025. <https://www.str.com>.

Part of the Costar Group of real estate data companies; tracks data on hospitality markets with a primary focus on hotels, but STR data such as prices and volumes are also tracked.

Vacasa. "Vacation Rentals." Vacasa.com. Accessed January 6, 2025. <https://www.vacasa.com>.

Vacation rental management and booking site. Provides services to owners and customers.

VRBO. "Vacation Rentals by Owner." VRBO.com. Accessed January 6, 2025. <https://www.vrbo.com>.

Leading booking platform, part of Expedia travel group. Integrated Home Away in 2019.

Zumper. "Apartments for Rent." Zumper.com. Accessed January 6, 2025. <http://zumper.com>.

One of many aggregating sites for rentals across platforms. Limits searches to strict city boundaries when searching.

Shari L. Horne
Mayor

July XX, 2025

Annie McCary
Mayor Pro Tem

Cynthia S. Conners
Councilmember

Pearl Lee
Councilmember

Carol Moore
Councilmember

Christopher Macon
City Manager

The Honorable Maria D. Hernandez
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

SUBJECT: City of Laguna Woods' Response to the 2024-2025 Orange County Grand Jury Report, "Long-Term Solutions to Short-Term Rentals"

Dear Judge Hernandez:

Thank you for the report and for the time and effort involved in preparing it.

Per the Orange County Grand Jury's request, and in accordance with California Penal Code Section 933, please find the City of Laguna Woods' response to the subject report attached. The response was approved by the Laguna Woods City Council on July 16, 2025.

If you have any questions or would like any additional information, please contact Christopher Macon, City Manager, at (949) 639-0512 or cmacon@cityoflagunawoods.org.

Sincerely,

Shari L. Horne
Mayor

Attachment: A – City of Laguna Woods' Response to the 2024-2025 Orange County Grand Jury Report, "Long-Term Solutions to Short-Term Rentals"

cc: Orange County Grand Jury
700 Civic Center Drive West
Santa Ana, CA 92701

ATTACHMENT A

City of Laguna Woods’ Response to the 2024-2025 Orange County Grand Jury Report,
“Long-Term Solutions to Short-Term Rentals”

CLARIFICATION

The City of Laguna Woods would like to clarify its present regulation of short-term rentals. Table 1 (“STR policies by city”) in the Orange County Grand Jury’s report incorrectly indicates that the City of Laguna Woods has banned short-term rentals. While the Laguna Woods Municipal Code does not prohibit or explicitly address short-term rentals, our understanding is that most housing units in Laguna Woods are subject to rules or policies established by homeowners’ associations or property managers that prohibit rentals of less than 30 days.

FINDINGS

F1. Despite the increasing media coverage of Online Booking Agencies (OBAs), STRs are not a new phenomenon in Orange County.

Response: The City of Laguna Woods agrees with this finding. While the City of Laguna Woods has had limited experience with short-term rentals operating in Laguna Woods, based on our understanding of the subject and experience in other cities, we agree that short-term rentals are not a new phenomenon in Orange County.

F2. The steady growth of STR usage in the last decade raises concerns of potential public nuisance.

Response: The City of Laguna Woods agrees with this finding. While the City of Laguna Woods has had limited experience with short-term rentals operating in Laguna Woods, based on our understanding of the subject and experience in other cities, we agree that the steady growth of short-term rental usage in the last decade raises concerns of potential public nuisance. While some operators are undoubtedly conscientious and comply with local regulations, that experience does not appear to be universal.

F3. Even with robust Code Enforcement, a city’s statutory ban on STRs is not enough to keep STRs from operating.

Response: The City of Laguna Woods agrees with this finding. While the City of Laguna Woods has had limited experience with short-term rentals operating in Laguna Woods, based on our understanding of the subject and experience in other cities, we agree that cities have experienced situations in which short-term rentals continue to operate even when such operation is locally prohibited and vigorously enforced.

F12. City leaders have no regular communication with each other concerning STR issues, limiting opportunities to develop strategies and expertise to improve service.

Response: The City of Laguna Woods agrees with this finding. While the City of Laguna

Woods is unaware of any regular (ongoing) communication that exists between all cities concerning short-term rental issues, it has been our observation that cities are generally willing to share their “lessons learned” upon request.

RECOMMENDATIONS

R1. Cities should review and begin to update ordinances to keep up with the rapidly changing nature of court findings and legislation related to STRs, by December 31, 2025, and no less frequently than every three years thereafter. **(F4, F12)**

Response: This recommendation will not be implemented because it is not warranted. The City of Laguna Woods does not currently have an ordinance regulating short-term rentals and, therefore, does not have an ordinance that requires review or update.

R2. Cities should consider developing a plan for upcoming major events that are expected to create a surge in demand for STRs and its associated Transient Occupancy Tax, by December 31, 2025, and no less frequently than every two years thereafter. **(F11)**

Response: This recommendation will not be implemented because it is not warranted. The City of Laguna Woods does not expect the 2026 Los Angeles World Cup, the 2028 Los Angeles Olympics, or other upcoming major events to significantly impact Laguna Woods due to the existing rules and policies established by homeowners’ associations and property managers that prohibit the rental of housing units for less than 30 days.

R9. City leaders should have regular discussions with each other to share STR management strategies on a biannual basis commencing no later than January 1, 2026. **(F12)**

Response: This recommendation will not be implemented because it is not warranted. While the City of Laguna Woods would anticipate participating in the regular discussions recommended by the Orange County Grand Jury, we are not in a position to organize such discussions nor commit the participation of other cities.