AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, MAY 7, 2025
7:00 PM REGULAR MEETING

CITY HALL
COUNCIL CHAMBERS
12 JOURNEY
ALISO VIEJO, CA

Mayor Tiffany Ackley
Mayor Pro Tem Max Duncan
Councilmember Richard Hurt
Councilmember Mike Munzing
Councilmember Tim Zandbergen

WELCOME to the City of Aliso Viejo City Council meeting. Those persons wishing to address the City Council are requested to complete and submit to the City Clerk a “Request to Address City Council” form available at the entrance to the City Council Chambers. Speakers will be called at the appropriate time as their interested matter is heard. COMMENTS WILL BE LIMITED TO THREE MINUTES PER SPEAKER. Council proceedings are recorded.

It is the City's intention to comply with the Americans with Disabilities Act (ADA) . If you need special assistance to participate in the meeting, the City will make reasonable arrangements to ensure accessibility and/or accommodations. [28 CFR 35.102-35.104 ADA Title II] Please contact the City Clerk's Office at (949) 425-2505 at least 48 hours prior to the meeting.

Regular meetings of the City Council are held on the first and third Wednesday of the month at the City Hall Council Chambers, 12 Journey, Aliso Viejo. Copies of the agenda are available in the lobby at City Hall on the Thursday preceding a regularly scheduled City Council meeting. All communications received by the City regarding an agenda item have been included in the agenda materials. Supplemental documents relating to specific agenda items, including communications received after agenda delivery, are presented at the dais and in the Public Copy agenda binder at the time of the meeting. Supplemental documents are also available for review in the City Clerk's office, 12 Journey, Aliso Viejo. For more information, please contact City Hall at (949) 425-2505.

This meeting will be broadcast live on Cox Communications Channel 851, AT&T U-Verse Channel 99 and the City's website. By attending the City Council Meeting, you are giving your permission to be televised. The Council Meetings are rebroadcast on Wednesday at 7:00 p.m. on Cox Communications Channel 851, AT&T U-Verse Channel 99, and can be viewed on the internet at www.avcity.org.

MITZI ORTIZ	SCOTT C. SMITH	JANET MARTINEZ
CITY MANAGER	CITY ATTORNEY	CITY CLERK

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE CITY COUNCIL IS IN SESSION

CALL TO ORDER: Convene Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

1. SPECIAL PRESENTATIONS:

1.1 PROCLAMATION - FRONTLINE WORKER APPRECIATION MONTH

1.2 PRESENTATION FROM THE ASSOCIATION OF CALIFORNIA CITIES - ORANGE COUNTY

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:

Members of the public wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. In compliance with the Brown Act, no discussion or action may be taken on comments received at this time, except the City Council may briefly respond to statements made or questions posed. Comments are limited to three (3) minutes per speaker.

4. CONSENT CALENDAR:

All matters listed on the Consent Calendar will be acted upon by one vote unless members of the City Council, or staff request a matter to be discussed and/or removed from the Consent Calendar for separate action. Items removed from the Consent Calendar will be discussed and voted upon immediately following City Council action on the remainder of the Consent Calendar.

4.1 WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been ready by title, and further reading is waived.

4.2 APPROVAL OF MINUTES

Recommended Action: Approve the minutes as submitted for the February 26, 2025 and April 16, 2025, Special and Regular Meetings.

Draft Minutes - February 26, 2025 Special Meeting

Draft Minutes - April 16, 2025 Regular Meeting

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between March 28, 2025, and April 10, 2025, in the amount of $1,275,234.55.

Staff Report

Attachment 1 - Accounts Payable Report

4.4 TREASURER'S STATEMENT – MARCH 2025

Recommended Action:

Receive and file the March 2025 Treasurer's Statement.

Staff Report

Attachment 1 – March 2025 Treasure's Statement

4.5 FIRST AMENDMENT TO AQUATIC CENTER MANAGEMENT SERVICES AGREEMENT WITH PREMIER AQUATIC SERVICES

Recommended Action: Approve and authorize the City Manager to execute the First Amendment to the Management Services Agreement with Premier Aquatic Services, extending the Aquatic Center management services for an additional two years.

Staff Report

Attachment 1 - Agreement Amendment

4.6 FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL JUE FOR GRAPHIC DESIGN SERVICES

Recommended Action: Approve and authorize the City Manager to execute a First Amendment to the Professional Services Agreement with Michael Jue for graphic design services for an additional two-year term.

Staff Report

Attachment 1 - Agreement Amendment

4.7 FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ADVANTAGE MAILING LLC FOR PRINTING AND MAILING SERVICES OF THE COMMUNITY CONNECTION RECREATION GUIDE & CITY NEWS

Recommended Action: Approve and authorize the City Manager to execute a First Amendment to the Professional Services Agreement with Advantage Mailing Inc. for printing and mailing services of the Community Connection Recreation Guide & City News.

Staff Report

Attachment 1 - Agreement Amendment

4.8 38 COLONIAL WAY – DECLARATION OF RESTRICTIVE COVENANT

Recommended Action:

1. Find that the proposed actions are not a "project" subject to the California Environmental Quality Act ("CEQA"); and
2. Approve a restrictive covenant for 38 Colonial Way related to affordable housing and authorize the City Manager to take all necessary steps to execute and record said covenant.

Staff Report

Attachment 1 - Declaration of Affordability Covenant

4.9 SECOND AMENDMENT TO THE SOLID WASTE DISPOSAL AGREEMENT WITH THE COUNTY OF ORANGE

Recommended Action: Authorize the City Manager to execute the Second Amendment to the Solid Waste Disposal Agreement with the County of Orange.

Staff Report
Attachment 1 - Agreement Amendment

4.10 URBAN RUNOFF TREATMENT FACILITY

Recommended Action:

1. Authorize the City Manager to execute a Quitclaim Deed for the Urban Runoff Treatment Facility for Storm Drain J01P28 located on County of Orange Parcel 162; and
2. Authorize the City Manager to execute an Easement Deed for accessing the Urban Runoff Treatment Facility for Storm Drain J01P28 located on County of Orange Parcels 161 and 162.

Staff Report
Attachment 1 - Quitclaim Deed
Attachment 2 - Easement Deed

5. PUBLIC HEARINGS:

5.1 CONDITIONAL USE PERMIT TO ESTABLISH A PILATES, YOGA, AND FITNESS STUDIO AT 26711 ALISO CREEK ROAD, SUITE 200 (USE-2025-00005)

Recommended Action: Adopt a Resolution approving a Conditional Use Permit to establish a Pilates, yoga, and fitness studio at 26711 Aliso Creek Road, Suite 200 (USE-2025-00005).

Staff Report
Attachment 1 - Resolution
Attachment 2 - Proposed Plans
Attachment 3 - Project Description
Attachment 4 - Presentation

5.2 LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONES MAP ORDINANCE

Recommended Action: Conduct a public hearing and introduce for first reading an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO DESIGNATING MODERATE, HIGH, AND VERY HIGH FIRE HAZARD SEVERITY ZONES IN THE LOCAL RESPONSIBILITY AREAS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 51179.

Staff Report
Attachment 1 - Draft Ordinance
Attachment 2 - Local Responsibility Area Fire Hazard Severity Zones Map
Attachment 3 - Presentation

5.3 ADOPTION OF THE FISCAL YEAR (FY) 2025-2026 ANNUAL ACTION PLAN FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND THE 2025-2029 ORANGE COUNTY REGIONAL ASSESSMENT OF FAIR HOUSING

Recommended Action:

1. Declare the City Council finds the FY 2025-2026 Annual Action Plan is not subject to the California Environmental Quality Act ("CEQA") as the activity is not a project, as defined in Section 15378(b)(5) of the state CEQA Guidelines;
2. Approve and adopt the FY 2025-2026 Annual Action Plan ("Action Plan") for the use of Community Development Block Grant ("CDBG") funds, including the 2025-2029 Orange County Regional Assessment of Fair Housing (Attachment 1);
3. Authorize the City Manager to submit the Action Plan to the U.S. Department of Housing and Urban Development ("HUD"), which executes the HUD contract, and authorizes the City Manager to submit all related documents with the implementation of the Action Plan.

Staff Report
Attachment 1 - FY 25-26 CDBG Annual Action Plan
Attachment 2 - Presentation

6. DISCUSSION:

6.1 CONCEPT PLAN REVIEW FOR A RESIDENTIAL COMMUNITY AT 27081 ALISO CREEK ROAD

Recommended Action: Review and provide initial feedback on concept plans for a development proposal involving the demolition of three existing office buildings to accommodate the construction of a 137-unit, residential community at 27081 Aliso Creek Road ("Project").

Staff Report
Attachment 1 - Concept Plans
Attachment 2 - Project Description
Attachment 3 - Presentation

6.2 BIKE LANE DISCUSSION

Recommended Action:

1. Receive Staff presentation; and
2. Provide direction to Staff regarding bike lane improvement implementation timeline.

Staff Report
Attachment 1 - Presentation

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is May 21, 2025.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
FEBRUARY 26, 2025, 3:30 PM
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Ackley called the Special Meeting of the City Council of the City of Aliso Viejo to order at 3:30 p.m.

ROLL CALL

PRESENT: MAYOR TIFFANY ACKLEY
MAYOR PRO TEM MAX DUNCAN
COUNCILMEMBER RICHARD W. HURT
COUNCILMEMBER MIKE MUNZING
COUNCILMEMBER TIM A. ZANDBERGEN

STAFF PRESENT: MITZI ORTIZ, CITY MANAGER
SCOTT SMITH, CITY ATTORNEY
HONGDAO NGUYEN, ASSISTANT CITY ATTORNEY
ELIZABETH W. HULL, ASSISTANT CITY ATTORNEY
JANET MARTINEZ, CITY CLERK
ANN EIFERT, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. RYAN BUHR, CHIEF OF POLICE SERVICES

PUBLIC COMMENTS:

None.

MAYOR ACKLEY RECESSED THE MEETING TO CLOSED SESSION AT 3:34 P.M.

CLOSED SESSION:

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) Number of potential cases: 1

MAYOR ACKLEY RECONVENED THE MEETING AT 4:00 P.M.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

COMMUNITY INPUT:

1. Tom Merritt commented on upcoming development within the City.

DISCUSSION:

STRATEGIC PLANNING AND GOAL SETTING WORKSHOP

City Manager Mitzi Ortiz commented on the importance of the workshop. Carol Jacobs, Baker Tilly Managing Director, provided the workshop objectives including discussing good governance, establishing the City Council's goals and priorities; and strengthening teamwork. Ms. Jacobs discussed the City Manager's role; led the City Council in an icebreaker exercise; reviewed the Strategic Plan Framework; and reviewed the City's recent accomplishments and challenges.

Key opportunities to achieve the strategic goals include potential property tax from proposed residential developments; expanded recreational partnerships with homeowners associations; establishment of development impact fees; reenvisioned uses of Aliso Viejo Ranch; potential sales tax from The Commons shopping center remodel; and an update of the City's master fee schedule.

Initiatives already in progress include analyzing the organization and reviewing contracts and consultant services; implementing an online budget book for easier reading and viewing; installing bike lane improvements; preparing the 2025-26 budget to include a five-year forecast; reviewing City's utility expenditures for efficiency and cost savings; preparing a neighborhood traffic calming program and traffic signal synchronization program; updating administrative policies; and upgrading data center equipment. Ms. Jacobs emphasized that these initiatives are being implemented by only 29 employees, in addition to their daily responsibilities. She also provided a brief overview of the City's revenue and expenditures.

City Council discussion ensued related to a vision for Town Center and code violations. Community Development Director So Kim noted that the City has one part-time Code Enforcement Officer and he checks for violations daily. Ms. Ortiz and Chief of Police Services Captain Ryan Buhr commented on enforcement related to overnight recreational vehicle parking.

City Council discussion continued related to Town Center ownership, City marketing for local businesses, code enforcement, commercial rental rates, and storefront vacancies. Captain Buhr provided additional information regarding parking regulations on private property. Ms. Ortiz noted that property management has been responsive in addressing concerns and violations. Ms. Kim provided an overview of code enforcement procedures and practices, and the City's ability to increase code enforcement staffing through its professional services agreement.

The City Council provided direction to staff to address signage issues and parking concerns, and to work collaboratively with the property owners at Town Center.

MAYOR ACKLEY RECESSED THE MEETING AT 5:36 P.M. AND RECONVENED AT 5:54 P.M.

City Council discussion ensued regarding development initiatives, including placing concept review items on City Council meeting agendas; preparing to conduct a comprehensive update of the Zoning Code; promoting a local business of the month via social media; showcasing Aliso Viejo as a boutique, family friendly and safe community; and private redevelopment of commercial spaces into mixed use.

Ms. Jacobs provided an overview of the proposed goals: financial stability; infrastructure investment; and Aliso Viejo Ranch.

City Council discussion ensued regarding financial stability, including additional sources of revenue, use of reserves, and cost recovery. Financial Services Director Ann Eifert provided information related to the City's investment policy and business licensing programs.

City Council discussion ensued regarding infrastructure investment, including construction of a skate park.

City Council discussion ensued regarding Aliso Viejo Ranch, including revenue opportunities, fee schedule, marketing, and community engagement. Recreation & Community Services Manager Lizzy Mendoza provided information related to the City's event sponsorship program and most recent rental fee update.

City Council discussion ensued regarding a storm drain utility fee. Public Works Director Shaun Pelletier provided an overview of the fee and approval process.

City Council discussion ensued regarding grant writing. Staff provided an overview of grant funding received, the grant writing process, and eligibility constraints.

The City Council reviewed and discussed proposed strategies that align with the proposed goals. Consensus was reached on the following priorities:

Goal A – Financial Stability. Continue to ensure the City's financial stability through careful planning and evaluation of revenue and investment opportunities.

1. Identify and pursue alternative funding opportunities to support key City projects, the Capital Improvement Program, and goals.
2. Monitor and routinely review contracts and agreements to ensure the appropriate delivery of services, alignment with procurement policies and procedures, and to identify potential cost savings.

Goal B – Infrastructure Investment. Maintain, replace, and fund the City's capital assets through infrastructure investment.

1. Prepare a master schedule to plan and budget future maintenance needs based on the recently completed asset evaluation.

Goal C – Aliso Viejo Ranch. Develop a plan to establish the Ranch as a prized community asset.

1. Review expenditures and seek opportunities for cost savings.
2. Identify services and programs that will increase community participation.
3. Create a projection to increase cost recovery.

The City Council and staff expressed appreciation for the opportunity to collaboratively share, discuss, and establish goals.

ADJOURNMENT: Mayor Ackley adjourned the meeting at 7:55 p.m. to the next regularly scheduled City Council meeting is March 5, 2025

Respectfully submitted:

_____
JANET MARTINEZ
CITY CLERK

Approved by:

_____
TIFFANY ACKLEY
MAYOR

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
APRIL 16, 2025, 7:00 PM
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Pro Tem Duncan called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:00 p.m.

ROLL CALL

PRESENT: MAYOR PRO TEM MAX DUNCAN
COUNCILMEMBER RICHARD W. HURT
COUNCILMEMBER MIKE MUNZING
COUNCILMEMBER TIM A. ZANDBERGEN

ABSENT: MAYOR TIFFANY ACKLEY

STAFF PRESENT: MITZI ORTIZ, CITY MANAGER
SCOTT SMITH, CITY ATTORNEY
JANET MARTINEZ, CITY CLERK
ANN EIFERT, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. RYAN BUHR, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: City Attorney Scott Smith led the pledge of allegiance.

1. SPECIAL PRESENTATIONS:

1.1 BUSINESS OF THE MONTH – IMX PILATES

Mayor Pro Tem Duncan introduced the video and presented the certificate of recognition to IM=X Owner Lea Shen. She provided a brief history on the business and expressed her appreciation.

1.2 INTRODUCTION OF ADMINISTRATIVE SERGEANT JASON DURAN

Mayor Pro Tem Duncan introduced Administrative Sergeant Jason Duran. Chief of Police Services Captain Ryan Buhr provided additional comments. Administrative Sergeant Jason Duran expressed his appreciation for the welcome.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

Mayor Pro Tem Duncan made a motion to move Discussion Item 6.1 to the next regularly scheduled City Council meeting of May 7, 2025.

Motion: Mayor Pro Tem Duncan moved and Councilmember Hurt seconded to approve the change. Motion carried 4-0-1, with Mayor Ackley absent.

3. COMMUNITY INPUT:

1. Jason Garshfield expressed concerns about Mayor Ackley's comments on Discussion Item 6.2 from the prior council meeting of April 2, 2025.
2. Sarah Park expressed concern about the lack of financial literacy education for young people within the community.

4. CONSENT CALENDAR:

Unless otherwise indicated below, the following pertains to all items on the Consent Calendar.

Motion: Councilmember Munzing moved and Mayor Pro Tem Duncan seconded to approve the recommended actions. Motion carried 4-0-1, with Mayor Ackley absent.

4.1 WAIVE THE READING OF ALL ORDINANCES RESOLUTIONS

Recommended Action: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.

4.2 APPROVAL OF MINUTES

Recommended Action: Approve the minutes as submitted for the April 2, 2025 Special and Regular Meetings.

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between March 14, 2025, and March 27, 2025, in the amount of $1,019,500.53.

4.4 PROFESSIONAL SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE CITY'S PERMITTING SOFTWARE

Recommended Action: Approve and authorize the City Manager to execute a five-year Professional Services Agreement with Tyler Technologies, Inc. for the City's permitting software in an amount not to exceed $605,316.

5. PUBLIC HEARINGS:

5.1 REVOCATION OF A CONDITIONAL USE PERMIT FOR AN OUTPATIENT MEDICAL USE AT 27141 ALISO CREEK ROAD (USE-2024-00009)

City Manager Mitzi Ortiz introduced Community Development Director So Kim, who provided an overview. Staff responded to questions regarding any possible recourse regarding the Orange County Health Care Agency's intention of self-permitting and self-inspection, and process for obtaining relevant permit documents. Mayor Pro Tem Duncan opened the public hearing. There were no requests to speak. Mayor Pro Tem Duncan closed the public hearing.

Recommended Action: Adopt Resolution No. 2025-02 revoking a Conditional Use Permit for an outpatient medical use at 27141 Aliso Creek Road (USE-2024-00009).

Motion: Councilmember Munzing moved and Councilmember Zandbergen seconded to approve the recommended actions. Motion carried 4-0-1, with Mayor Ackley absent.

6. DISCUSSION:

6.1 BIKE LANE DISCUSSION

Item was moved to the next regularly scheduled meeting of May 7, 2025.

Recommended Action:
1. Receive Staff presentation; and
2. Provide direction to Staff regarding bike lane improvement implementation timeline.

7. CITY MANAGER' S REPORT:

City Manager Mitzi Ortiz announced registration for spring recreation classes and summer camps; Movie Night at the Aliso Viejo Ranch on Sunday, June 1, 2025 beginning at 7 p.m.; and the Certified Farmers Market on Saturdays from 10 a.m. to 2 p.m. at the Aliso Viejo Town Center.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Zandbergen
- Attended Don Juan Avila Elementary School 25-Year anniversary event

- Attended the Crystal Apple Awards at The Church of Jesus Christ of Latter-Day Saints
- Attended Senator Choi's 37th District Women of Distinction Awards

Councilmember Hurt:
- Commented on completion of dissertation and obtainment of academic doctoral degree
- Attended the San Joaquin Hills Transportation Corridor Agency (SJHTCA) Board meeting
- Announced upcoming Orange County Mosquito and Vector Control District Board meeting
- Met with the Eagle Scouts

Councilmember Munzing:
- Acknowledged Councilmember Zandbergen's recent mountain bike race victories
- Attended 99 Ranch Market Grand Opening
- Commented on Holy Week
- Commented on upcoming summer season

Mayor Pro Tem Duncan:
- Attended 99 Ranch Market Grand Opening
- Toured Pump Track in San Clemente
- Commented on e-bike safety enforcement

9. **ADJOURNMENT:** Mayor Pro Tem Duncan adjourned the meeting at 7:28 p.m. to the regularly scheduled City Council meeting of May 7, 2025.

Respectfully submitted:

_____
JANET MARTINEZ
CITY CLERK

Approved by:

_____
TIFFANY ACKLEY
MAYOR

DRAFT

City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: ACCOUNTS PAYABLE

Recommended Action:

Ratify accounts payable checks and electronic funds transfers issued between March 28, 2025, and April 10, 2025, in the amount of $1,275,234.55.

Fiscal Impact:

Expenditures in the amount of $1,275,234.55.

Background:

The City issues accounts payable checks on a bi-weekly basis and presents it to City Council for ratification at its next regularly scheduled City Council meeting.

Discussion:

The attached registers containing checks and electronic funds transfers issued between March 28, 2025, and April 10, 2025, for $1,275,234.55, are being presented for ratification. All payments have been made in compliance with the City's purchasing policy and procedures. Payments have been reviewed and approved by the appropriate departmental staff. The issued accounts payable checks and electronic funds transfers have been reviewed and deemed in accordance with the fiscal year budget by the Director of Financial Services.

Attachment:

1. Accounts Payable Report

Accounts Payable

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
CHARLES ABBOTT ASSOC INC	FEB'25 CAA KAISER GRADING - R.BRUNNELL	262.50
CHARLES ABBOTT ASSOC INC	FEB'25 CAA COX - R.BRUNNELL	52.50
CHARLES ABBOTT ASSOC INC	FEB'25 CAA COX	315.00
CHARLES ABBOTT ASSOC INC	FEB'25 CAA ST MARYS GRADING - R.BRUNNELL	315.00
CHARLES ABBOTT ASSOC INC	FEB'25 CAA SCE - R.BRUNNELL	131.25
CHARLES ABBOTT ASSOC INC	FEB'25 CAA ATT - R.BRUNNELL	1,627.50
CHARLES ABBOTT ASSOC INC	FEB'25 CAA ALISO CREEK GRADING - R.BRUNNELL	630.00
CHARLES ABBOTT ASSOC INC	FEB'25 CAA MNWD - R.BRUNNELL	472.50
CHARLES ABBOTT ASSOC INC	FEB'25 CAA - KAISER GRADING - S.WILSON	47.50
CHARLES ABBOTT ASSOC INC	FEB'25 CAA - ALISO CREEK GRADING - R.BEIMER	870.00
CHARLES ABBOTT ASSOC INC	FEB'25 CAA - ST. MARY'S GRADING - S.WILSON	47.50
PACIFIC CONTRACTING GROUP INC	BLDC-2024-00069_26513 ALISO CREEK RD_PAC CONTR GRP	500.00
		5,271.25
CITY COUNCIL		
US BANK PURCHASING CARD PROGRAM	DL 3/10 SOUTHWEST - TZ 5/18-5/20 ICSC FLIGHTS	527.96
US BANK PURCHASING CARD PROGRAM	DL 2/27 ICSC - TZ 5/18-5/20 ICSC LV REG + MBRSHP	1,225.00
US BANK PURCHASING CARD PROGRAM	LL 1/23 JM TROPHIES - NAME PLATE IPCC-T ZANDBERGEN	21.49
	CITY COUNCIL TOTAL:	**1,774.45**
CITY MANAGER		
MITZI ORTIZ	MO 3/24-3/26/25 ICSC MONTEREY CONF-REIMB	401.60
US BANK PURCHASING CARD PROGRAM	DL 3/18 CITY OF BREA -OCCMA 4/2 LUNCHEON GUEST-IA	70.00
US BANK PURCHASING CARD PROGRAM	DL 3/06 ICSC - MO 3/24-3/26 ICSC MONTEREY REG	625.00
US BANK PURCHASING CARD PROGRAM	LL 1/29 OC REGISTER - NEW DIGITAL SBSCPTN	3.00
US BANK PURCHASING CARD PROGRAM	LL 1/30 LA TIMES - NEW DIGITAL SBSCPTN	5.92
US BANK PURCHASING CARD PROGRAM	LL 1/30 OC REGISTER - DIGITAL SBSCPTN	26.00
US BANK PURCHASING CARD PROGRAM	LL 1/28 OC REGISTER - DEL SBSCPTN 12/6/24-1/8/25	143.73
US BANK PURCHASING CARD PROGRAM	LL 2/27 OC REGISTER SBSCPTN-4 WEEKS	26.00
US BANK PURCHASING CARD PROGRAM	LL 2/27 LA TIMES-SBSCPTN-4 WEEKS	5.92
US BANK PURCHASING CARD PROGRAM	MO 3/24-26 AIRPORT PARKING FOR ICSC MONTEREY CONF	57.00
	CITY MANAGER TOTAL:	**1,364.17**
ECONOMIC DEVELOPMENT		
HUNT & SONS LLC	4TH QTR - OCT-DEC'24 SALES TAX SUBSIDY	398,986.20
HUNT & SONS LLC	3RD QTR - JUL-SEP'24 PAYMENT CORRECTION	(108,238.70)
	ECONOMIC DEVELOPMENT TOTAL:	**290,747.50**
HUMAN RESOURCES		
CHARLES C STILL	MAR'25-RH/DN SECURE LIVE SCAN FEES	134.00
HEALTH AND HUMAN RESOURCE CENTER INC	MAY'25 EAP PROGRAM	102.90
	HUMAN RESOURCES TOTAL:	**236.90**
CITY CLERK		
US BANK PURCHASING CARD PROGRAM	JM 3/13 CCAC - CRA DESIGNATION PREP 3/26-25 - JM	75.00
US BANK PURCHASING CARD PROGRAM	LL 1/21 MOSLOW WOOD PRODUCTS - CERT PLAQUES	451.14
US BANK PURCHASING CARD PROGRAM	LL 1/30 IIMC MBSHP-L LONG	135.00
US BANK PURCHASING CARD PROGRAM	LL 3/18 COSTCO-MMBSHP BUS. RENEWAL FEE	130.00
	CITY CLERK TOTAL:	**791.14**
CITY ATTORNEY		
BEST BEST & KRIEGER	FEB'25 BBK MAJOR GENERAL PLAN UPDATE	4,681.80
	CITY ATTORNEY TOTAL:	**4,681.80**
FINANCE		
PARS (PHASE II SYSTEMS AND CALIFORNIA CORPORATION)	JAN'25 PARS REP FEES	300.00
BAKER TILLY ADVISORY GROUP PARENT, LP	CITY COUNCIL PRIORITY PLANNING WORKSHOP	9,200.00
HINDERLITER DE LLAMAS & ASSOCIATES	JAN-MAR'25 SALES TAX CONTRACT SERVICE	1,758.54
HINDERLITER DE LLAMAS & ASSOCIATES	JAN-MAR'25 SALES TAX RECOVERY SERVICE	348.14
	FINANCE TOTAL:	**11,606.68**

Vendor Name	Description (Item)	Amount
NON-DEPARTMENTAL		
DS SERVICES OF AMERICA, INC	1/16 CH BOTTLED WATER SERVICE	105.89
J&M TROPHIES INC	NAME PLATE - J DURAN	37.73
CINTAS CORPORATION NO. 2	APR'25 CH & STE 200 FIRST AID MAINT & SUPPLIES	197.90
MOULTON NIGUEL WATER DIST	2/10/25-3/10/25 METER#1675 89 PLAYA CIR WATER SVC	56.79
US BANK PURCHASING CARD PROGRAM	AE 2/27 HARBOR STATION HOA DUES-89 PLAYA-MAR'25	191.01
US BANK PURCHASING CARD PROGRAM	JM 3/17 BAGELS & BREW-3/17 STAFF LUNCHEON	951.29
US BANK PURCHASING CARD PROGRAM	KB 3/10 THE HOMEDEPOT-89 PLAYA TOILET SEAT REPLACE	46.17
US BANK PURCHASING CARD PROGRAM	KB 3/10 O'REILLY-TRUCK HEAD LAMP REPLACEMENT	62.48
US BANK PURCHASING CARD PROGRAM	LL 2/21 URBAN PLATES - PLATE PASS	5.00
US BANK PURCHASING CARD PROGRAM	LL 1/31 READY REFRESH - FILTRATION	61.16
US BANK PURCHASING CARD PROGRAM	LL 2/22 COSTCO INSTACART - CCMTG 2/26 SNKS&DRNKS	79.65
US BANK PURCHASING CARD PROGRAM	LL 2/19 URBAN PLATES - CC MTG 2/19 DINNER	228.65
US BANK PURCHASING CARD PROGRAM	LL 2/5 LUNA GRILL - CC MTG 2/5 DINNER	253.70
US BANK PURCHASING CARD PROGRAM	LL 2/7 COSTCO - BUSINESS DELIVERY	255.25
US BANK PURCHASING CARD PROGRAM	LL 2/5 LUNA GRILL - CC MTG 2/5 DINNER	17.05
US BANK PURCHASING CARD PROGRAM	LL 3/14 FEDEX-PLANS TO CTY OF ANAHEIM & OC DEV SVC	30.00
US BANK PURCHASING CARD PROGRAM	LL 3/15 FEDEX-PLANS TO CITY OF VILLA PARK	44.42
US BANK PURCHASING CARD PROGRAM	LL 2/27 READY REFRESH-WATER FILTRATION	168.91
US BANK PURCHASING CARD PROGRAM	LL 2/26 RALPHS-CC MTG 2/26 DRINKS	23.75
US BANK PURCHASING CARD PROGRAM	LL 2/25 OC WINE MART - CC MTG 2/26 DINNER	189.62
US BANK PURCHASING CARD PROGRAM	LL 3/5 TONY PEPPERONIS-CC MTG 3/5 DINNER	35.31
US BANK PURCHASING CARD PROGRAM	LL 3/5 TONY PEPPERONIS-CC MTG 3/5 DINNER	221.42
US BANK PURCHASING CARD PROGRAM	LL 3/19 URBAN PLATES-CC MTG 3/19 DINNER	325.37
US BANK PURCHASING CARD PROGRAM	LL 2/26 INSTACART-S&F CC MTG 2/26 COOKIES & SNACKS	115.12
US BANK PURCHASING CARD PROGRAM	LL 2/25 PRESTIGE CLEANERS-CC MTG 2/26 TABLE LINENS	155.52
MOULTON NIGUEL WATER DIST	ACCT#64101 VISTA WATER SVC	306.64
US BANK PURCHASING CARD PROGRAM	PC 3/13 STARBUCKS - DL	40.00
	NON-DEPARTMENTAL TOTAL:	**4,205.80**
C. S. ADMINISTRATION		
AMAZON CAPITAL SERVICES INC	MAR'25 AMAZON-ACRYLIC BEADS SPECIAL EVENTS RETURN	(14.00)
AMAZON CAPITAL SERVICES INC	MAR'25 AMAZON-BALLOON CLIPS SPECIAL EVENTS RETURN	(14.97)
AMAZON CAPITAL SERVICES INC	MAR'25 AMAZON-HEMMING TAPE SPECIAL EVENT BACKDROP	7.32
AMAZON CAPITAL SERVICES INC	MAR'25 AMAZON-EMPEROR'S NEW GROOVE STICKERS- MOVIE	7.53
AMAZON CAPITAL SERVICES INC	MAR'25 AMAZON-CARDSTOCK PAPER MOVIE NIGHT CRAFT	18.31
AMAZON CAPITAL SERVICES INC	MAR'25 AMAZON-BROWN PAPER BAGS MOVIE NIGHT CRAFT	6.93
AMAZON CAPITAL SERVICES INC	MAR'25 AMAZON-SNOWFLAKE BACKDROP SPECIAL EVENTS	25.85
ERIC WINTER	1/13/25 MAYOR MUNZING 2024 THANK YOU VIDEO	352.59
JESSICA ALVAREZ	JA MILEAGE 3/18-3/21/25 CPRS CONF- MILEAGE REIMB	9.10
JESSICA ALVAREZ	JA MILEAGE 3/18-3/21/25 CPRS CONF- HOTEL REIMB	823.11
US BANK PURCHASING CARD PROGRAM	EM RCS 2/24 HOBBY LOBBY - ARISTAN MARKET RETURN	(5.81)
US BANK PURCHASING CARD PROGRAM	EM RCS 2/24 HOBBY LOBBY - ARTISAN MARKET PURCHASE	64.89
US BANK PURCHASING CARD PROGRAM	JB 2/25 HOBBY LOBBY - ARTISAN MARKET DECOR-REFUND	(182.44)
US BANK PURCHASING CARD PROGRAM	JB 2/25 HOBBY LOBBY - ARTISAN MARKET DECOR-REFUND	(10.35)
US BANK PURCHASING CARD PROGRAM	JB 3/05 HOBBY LOBBY - ARTISAN MARKET DECOR-REFUND	(72.37)
US BANK PURCHASING CARD PROGRAM	JB 3/05 HOBBY LOBBY - ARTISAN MARKET DECOR-REFUND	(14.49)
US BANK PURCHASING CARD PROGRAM	JB 2/25 PARTY CITY - EVENT SUPPLIES	25.64
US BANK PURCHASING CARD PROGRAM	JB 2/25 HOBBY LOBBY - ARTISAN MARKET DECOR	166.78
US BANK PURCHASING CARD PROGRAM	JB 3/18 TARGET - STORAGE BIN	9.69
US BANK PURCHASING CARD PROGRAM	JNL 3/23 RALPHS - ICE PICKUP DURING RENTAL	17.20
US BANK PURCHASING CARD PROGRAM	LL 2/23 FACEBK - META ADS_INSTA POST	24.69
US BANK PURCHASING CARD PROGRAM	LL 2/8 FACEBK - META ADS_INSTA POST	35.00
US BANK PURCHASING CARD PROGRAM	LL 2/6 FACEBK - META ADS_INSTA POST	35.00
US BANK PURCHASING CARD PROGRAM	LL 2/4 FACEBK - META ADS_INSTA POST	35.00
US BANK PURCHASING CARD PROGRAM	LL 2/2 FACEBK - META ADS_INSTA POST	35.00
US BANK PURCHASING CARD PROGRAM	LL 2/1 FACEBK - META ADS_INSTA POST	35.00
US BANK PURCHASING CARD PROGRAM	LL 1/23 FACEBK - META ADS_INSTA POST	15.20
US BANK PURCHASING CARD PROGRAM	LL 2/28 FACEBK-META ADS_INSTA POST	138.57
	C. S. ADMINISTRATION TOTAL:	**1,573.97**
IGLESIA PARK		
PV MAINTENANCE INC	MAR'25 PVM IGLESIA PARK MAINTENANCE	1,300.54
PV MAINTENANCE INC	MAR'25 PVM IGLESIA PARK MAINTENANCE - CB	306.00
	IGLESIA PARK TOTAL:	**1,606.54**

Vendor Name	Description (Item)	Amount
IGLESIA BUILDING		
PV MAINTENANCE INC	MAR'25 PVM IGLESIA PARK CC MAINTENANCE	165.00
	IGLESIA BUILDING TOTAL:	**165.00**
PLANNING		
SO KIM	SK 3/28-3/31/25 APA CONFERENCE - MILEAGE REIMB	18.20
SO KIM	SK 3/28-3/31/25 APA CONFERENCE - AIRFARE REIMB	291.96
SO KIM	SK 3/28-3/31/25 APA CONFERENCE - MEAL REIMB	45.40
SO KIM	SK 3/28-3/31/25 APA CONFERENCE - UBER TRANSP REIMB	111.21
US BANK PURCHASING CARD PROGRAM	SK 3/05 ZOOM - ANNUAL SUBSCRIPTION	159.90
US BANK PURCHASING CARD PROGRAM	SK 3/06 INT'L CODE COUNCIL - TRAINING ONLINE SW	1,195.00
US BANK PURCHASING CARD PROGRAM	SK 3/06 APA - ANNUAL MEMBERSHIP RR	101.00
	PLANNING TOTAL:	**1,922.67**
BUILDING		
US BANK PURCHASING CARD PROGRAM	SK 2/27 AMAZON - OFFICE SUPPLIES	70.54
	BUILDING TOTAL:	**70.54**
CODE ENFORCEMENT		
US BANK PURCHASING CARD PROGRAM	SK 3/04 EXTRA SPACE STORAGE-CONFISCATED TACO STAND	631.20
	CODE ENFORCEMENT TOTAL:	**631.20**
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	APR'25 PVM WAREHOUSE LEASE	1,035.00
RICHARD FISHER ASSOCIATES	FEB'25 LANDSCAPE INSPECTION SERVICES	4,713.87
CHARLES ABBOTT ASSOC INC	FEB'25 CAA - NPDES	10,015.00
CHARLES ABBOTT ASSOC INC	FEB'25 CAA - SOLID WASTE	3,025.00
	ENGINEERING (GENERAL) TOTAL:	**18,788.87**
STREET MAINTENANCE		
PV MAINTENANCE INC	MAR'25 PVM STREET MAINTENANCE MOE TAX	32,720.54
CHARLES ABBOTT ASSOC INC	FEB'25 CAA STREET INVESTIGATIONS	5,328.75
	STREET MAINTENANCE TOTAL:	**38,049.29**
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	APR'25 LAW ENFORCEMENT/BODY CAMERAS/IN CAR VIDEO	693,017.60
	LAW ENFORCEMENT-CONTRACT TOTAL:	**693,017.60**
LAW ENFORCEMENT-OTHER		
ALL CITY MANAGEMENT SERVICES	2/16/25-3/01/25 414 HRS-CROSSING GUARD SERVICES	13,877.28
ALL CITY MANAGEMENT SERVICES	3/02/25-3/15/25 458.05 HRS-CROSSING GUARD SERVICES	15,353.84
	LAW ENFORCEMENT-OTHER TOTAL:	**29,231.12**
EOC		
US BANK PURCHASING CARD PROGRAM	DL 3/14 EXTRA SPACE - OFFSITE UNIT #A1554	290.00
	EOC TOTAL:	**290.00**
	GENERAL FUND TOTAL:	**1,106,026.49**
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
PV MAINTENANCE INC	MAR'25 PVM CH MAINTENANCE - CB	102.00
SOUTH COAST AIR QUALITY MGMT DIST	FY25-26 SCAQMD PERMIT FEE -CH GENERATOR	541.04
SOUTH COAST AIR QUALITY MGMT DIST	FY24-25 SCAQMD EMISSIONS FEE - CH GENERATOR	165.96
FOSTERS' GARDENS INC	MAR'25 CH INTERIOR PLANT MAINTENANCE	115.00
NIEVES LANDSCAPE INC	MAR'25 LANDSCAPE MAINTENANCE - VALVE REPAIR CH	864.00
THURSTON ELEVATOR CONCEPTS INC	APR'25 CH ELEVATOR MAINTENANCE	137.00
THE GAS COMPANY	03/04/25-04/02/25 MTR#16122180 CH GAS SVC	650.80
US BANK PURCHASING CARD PROGRAM	KB 3/04 THE HOMEDEPOT-PLUMBING REPAIR PM CH	699.30
SO CAL EDISON	MAR'25 ACCT#7189 CH ELECTRICITY	3,914.43
MOULTON NIGUEL WATER DIST	ACCT#65408/65407/65406 CH WATER SVC	626.03
	NON-DEPARTMENTAL TOTAL:	**7,815.56**
	GEN. FD-CITY HALL TOTAL:	**7,815.56**
103 - GF-AV RECREATION SERVICES		
RAQUEL SCARDINA	MAR'25 REC1 REFUND-RAQUEL SCARDINA-TRANSFERS	271.00
		271.00
RECREATION SERVICES		
PV MAINTENANCE INC	MAR'25 PVM AVR MAINTENANCE - CB	51.00
PRESTIGIOUS CLEANERS LLC	03/20 AVR DRY CLEANING	367.60

Vendor Name	Description (Item)	Amount
PRESTIGIOUS CLEANERS LLC	03/21 AVR DRY CLEANING	408.42
JOY E. TORRES	WINTER2025-RWS121/162/163 YOGA-16 PARTICIPANTS	1,308.00
425 VENTURES, LLC	WINTER2025-RWS901/RWS068 SOCCER-10 PARTICIPANTS	1,296.00
GARDAWORLD	APR'25 AVR - CASH COURIER SERVICE	490.94
AMAZON CAPITAL SERVICES INC	MAR'25 AMAZON-COPPERTONE SPORT SUNSCREEN CDC	57.60
AMAZON CAPITAL SERVICES INC	MAR'25 AMAZON-TWINE AVR	10.76
AMAZON CAPITAL SERVICES INC	MAR'25 AMAZON-HOSE REEL CART AVR	85.15
JENNIFER BALES	WINTER2025-RWS084 THEATER-9 PARTICIPANTS	783.00
BREAKTHROUGH SPORTS LLC	WINTER2025-RWS109/RWS046 BASKETBALL-11 PARTICIPANT	533.40
LAURELINDA HAUKSSON	WINTER2025-RWS079 COOKING-7 PARTICIPANTS	525.00
CLICKSTART DOG TRAINING ACADEMY, LLC	WINTER2025-RWS138 DOG TRAINING-4 PARTICIPANTS	336.00
LYONS SECURITY SERVICE IN	MAR'25 AVR EVENT SECURITY SERVICES	2,392.50
LYONS SECURITY SERVICE IN	MAR'25 GCF SECURITY SERVICES	792.00
FOSTERS' GARDENS INC	MAR'25 AVR INTERIOR PLANT MAINTENANCE	110.00
US BANK PURCHASING CARD PROGRAM	KB 3/06 THE HOMEDEPOT-HAND RAIL DECORATION AVR	19.27
US BANK PURCHASING CARD PROGRAM	KB 3/20 THE HOMEDEPOT - SIGN REPAIR AVR	24.51
SO CAL EDISON	MAR'25 ACCT#4551 FARM ELECTRICITY	542.16
SO CAL EDISON	MAR'25 ACCT#6247 AVR ELECTRICITY	2,864.98
MOULTON NIGUEL WATER DIST	ACCT#105234/104936/104935/104986 RANCH WATER SVC	1,398.61
MOULTON NIGUEL WATER DIST	ACCT#104515/104519 FARM WATER SVC	242.13
	RECREATION SERVICES TOTAL:	**14,639.03**
	GF-AV RECREATION SERVICES TOTAL:	**14,910.03**

203 - GAS TAX

STREET MAINTENANCE

PV MAINTENANCE INC	MAR'25 PVM STREET MAINTENANCE GAS TAX	39,991.77
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	MAR'25 USA DATABASE MAINT + 35 TICKETS	74.75
SCA OF CA LLC	MAR'25 STREET SWEEPING SERVICES	8,972.06
SO CAL EDISON	MAR'25 ACCT#6377 LS2 ST LIGHTS ELECTRICITY	1,281.54
SO CAL EDISON	MAR'25 ACCT#7241 LS1 ST LIGHTS ELECTRICITY	18,291.78
SO CAL EDISON	MAR'25 ACCT#8254 TC1 ST LIGHTS ELECTRICITY	3,735.66
MOULTON NIGUEL WATER DIST	ACCT#64613/64615/65346 MEDIANS WATER SVC	960.46
	STREET MAINTENANCE TOTAL:	**73,308.02**
	GAS TAX TOTAL:	**73,308.02**

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	APR'25 E CITATION/MDC EQUIPMENT	6,120.27
	LAW ENFORCEMENT-OTHER TOTAL:	**6,120.27**
	PUBLIC SAFETY GRANTS TOTAL:	**6,120.27**

225 - INTEGRATED WASTE MGMT FD

GEN-TECHNOLOGY GRANTS

CHARLES ABBOTT ASSOC INC	FEB'25 CAA CONTRACT SERVICES SB1383	475.00
	GEN-TECHNOLOGY GRANTS TOTAL:	**475.00**
	INTEGRATED WASTE MGMT FD TOTAL:	**475.00**

261 - CITY FAC.-AQUATIC CENTER

PREMIER AQUATIC SERVICES	APR'25 AQC RETENTION FEES	(1,208.30)
		-1,208.30

GEN-AQUATIC CENTER

GARDAWORLD	APR'25 AQC - CASH COURIER SERVICE	546.74
PREMIER AQUATIC SERVICES	APR'25 AQC MANAGEMENT FEES	12,083.00
NIEVES LANDSCAPE INC	MAR'25 LANDSCAPE MAINTENANCE-IRRIGATION REPAIR AQC	1,728.00
THE GAS COMPANY	03/05/25-04/03/25 MTR#15672349 AQC GAS SVC	3,187.16
ALISO VIEJO BANQUET CENTER LLC	JAN-MAR'25 AQ CTR-MTR#4987 ELECTRICITY	3,262.30
US BANK PURCHASING CARD PROGRAM	KB 2/27 THE HOMEDEPOT - ROCK REPAIR AQC	29.23
US BANK PURCHASING CARD PROGRAM	KB 3/01 SCP-REC POOL TILE CAULKING AQC	53.14
US BANK PURCHASING CARD PROGRAM	KB 2/25 THE HOMEDEPOT- FIREPLACE ROCK REPAIR AQC	68.78

Vendor Name	Description (Item)	Amount
MOULTON NIGUEL WATER DIST	ACCT#64095/64096 AQC WATER SVC	414.87
	GEN-AQUATIC CENTER TOTAL:	**21,373.22**
	CITY FAC.-AQUATIC CENTER TOTAL:	**20,164.92**

311 - STREET IMPROVEMENTS

STREETS & HIGHWAYS

ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA	JAN'25 ALISO VIEJO PARKWAY REHAB DESIGN	945.00
GMU GEOTECHNICAL INC	ALISO VIEJO PARKWAY PAVEMENT EVALUATION - GEOTECH	19,916.44
GMU GEOTECHNICAL INC	FEB'25 ALISO CREEK ROAD REHAB GEOTECH	17,974.78
	STREETS & HIGHWAYS TOTAL:	**38,836.22**
	STREET IMPROVEMENTS TOTAL:	**38,836.22**

332 - STORM WATER

DRAINAGE IMPROVEMENTS

PV MAINTENANCE INC	MAR'25 PVM DAIRY FORK WETLANDS MAINTENANCE	2,984.00
	DRAINAGE IMPROVEMENTS TOTAL:	**2,984.00**
	STORM WATER TOTAL:	**2,984.00**

411 - DEBT SERVICE

DEBT SERVICE

KOPPEL & GRUBER PUBLIC FIN.	FY23-24 COPS ANNUAL CONTINUING DISCLOSURE REPORT	2,285.00
	DEBT SERVICE TOTAL:	**2,285.00**
	DEBT SERVICE TOTAL:	**2,285.00**

731 - CFD 2005-01

TRUST FUND

KOPPEL & GRUBER PUBLIC FIN.	JAN-MAR'25 CFD ADMIN SERVICES	2,309.04
	TRUST FUND TOTAL:	**2,309.04**
	CFD 2005-01 TOTAL:	**2,309.04**

GRAND TOTAL: 1,275,234.55

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,106,026.49	1,106,026.49
102 - GEN. FD-CITY HALL	7,815.56	7,815.56
103 - GF-AV RECREATION SERVICES	14,910.03	14,910.03
203 - GAS TAX	73,308.02	73,308.02
215 - PUBLIC SAFETY GRANTS	6,120.27	6,120.27
225 - INTEGRATED WASTE MGMT FD	475.00	475.00
261 - CITY FAC.-AQUATIC CENTER	20,164.92	20,164.92
311 - STREET IMPROVEMENTS	38,836.22	38,836.22
332 - STORM WATER	2,984.00	2,984.00
411 - DEBT SERVICE	2,285.00	2,285.00
731 - CFD 2005-01	2,309.04	2,309.04
Grand Total:	**1,275,234.55**	**1,275,234.55**

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,106,026.49
102 - GEN. FD-CITY HALL	7,815.56
103 - GF-AV RECREATION SERVICES	14,910.03
203 - GAS TAX	73,308.02
215 - PUBLIC SAFETY GRANTS	6,120.27
225 - INTEGRATED WASTE MGMT FD	475.00
261 - CITY FAC.-AQUATIC CENTER	20,164.92
311 - STREET IMPROVEMENTS	38,836.22
332 - STORM WATER	2,984.00
411 - DEBT SERVICE	2,285.00
731 - CFD 2005-01	2,309.04
Grand Total:	**1,275,234.55**

Account Summary

Account Number	Account Name	Payment Amount
101-2603-000	ENGINEERING DEPOSIT	4,771.25
101-2606-000	C & D DEPOSIT	500.00
101-4-1101-4520-000	MTGS/CONF./TRNG & D…	1,752.96
101-4-1101-4601-000	SUPPLIES	21.49
101-4-1501-4520-000	MTGS/CONF./TRNG & D…	1,153.60
101-4-1501-4611-000	PUBLICATIONS/REF MAT…	210.57
101-4-1502-4781-000	C.S-OTHER	290,747.50
101-4-1503-4309-000	OTHER CONTRACTUAL S…	236.90
101-4-1601-4502-000	AWARDS & RECOGNITI…	451.14
101-4-1601-4520-000	MTGS/CONF./TRNG & D…	75.00
101-4-1601-4521-000	MEMBERSHIP & DUES	135.00
101-4-1601-4612-000	OPERATING SUPPLIES	130.00
101-4-2101-4731-000	GENERAL PLAN	4,681.80
101-4-2501-4301-000	PROFESSIONAL SERVICES	11,306.68
101-4-2501-4309-000	OTHER CONTRACTUAL S…	300.00
101-4-3501-4431-000	BUILDING & GROUND M…	600.61
101-4-3501-4512-000	POSTAGE	74.42
101-4-3501-4517-000	VEHICLE MAINTENANCE	62.48
101-4-3501-4601-000	SUPPLIES	341.52
101-4-3501-4612-000	OPERATING SUPPLIES	3,126.77
101-4-4101-4501-000	ADVERTISING & PROMO…	353.46
101-4-4101-4520-000	MTGS/CONF./TRNG & D…	832.21
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	8.82
101-4-4101-4532-000	SPECIAL PROJECTS	352.59
101-4-4101-4601-000	SUPPLIES	26.89
101-4-4102-4431-000	BUILDING & GROUND M…	1,606.54
101-4-4103-4431-000	BUILDING & GROUND M…	165.00
101-4-4401-4305-000	PLANNING TECHNOLOGY..	159.90
101-4-4401-4520-000	MTGS/CONF./TRNG & D…	1,661.77
101-4-4401-4521-000	MEMBERSHIP & DUES	101.00
101-4-4402-4601-000	SUPPLIES	70.54
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	631.20
101-4-4501-4471-000	RENT	1,035.00
101-4-4501-4701-000	NPDES	10,015.00
101-4-4501-4702-000	AB939-SOLID WASTE	3,025.00
101-4-4501-4741-000	C.S-CITY ENGINEERING	4,713.87
101-4-4503-4771-000	C.S-STREET MAINTENAN…	38,049.29
101-4-5101-4308-000	LAW ENFORCEMENT	693,017.60
101-4-5102-4721-000	C.S-CROSSING GUARDS	29,231.12
101-4-5401-4471-000	RENT	290.00
102-4-3501-4411-000	UTILITIES	5,191.26
102-4-3501-4431-000	BUILDING & GROUND M…	1,917.30

Account Summary

Account Number	Account Name	Payment Amount
102-4-3501-4561-000	TAXES/FEES/PERMITS	707.00
103-34161	CONTRACT CLASSES	271.00
103-4-4105-4309-000	OTHER CONTRACTUAL S…	4,781.40
103-4-4105-4411-000	UTILITIES	4,263.59
103-4-4105-4431-000	BUILDING & GROUND M…	2,597.28
103-4-4105-4451-000	FARM OPERATING EXPE…	1,576.29
103-4-4105-4561-000	TAXES/FEES/PERMITS	490.94
103-4-4105-4570-000	CITY CAMP EXPENSE	57.60
103-4-4105-4601-000	SUPPLIES	10.76
103-4-4105-4612-000	OPERATING SUPPLIES	776.02
103-4-4105-4620-000	MINOR EQUIPMENT	85.15
203-4-4503-4411-000	UTILITIES	24,269.44
203-4-4503-4771-000	C.S-STREET MAINTENAN…	40,066.52
203-4-4503-4772-000	C.S-STREET SWEEPING	8,972.06
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM…	6,120.27
225-4-6141-4309-000	OTHER CONTRACTUAL S…	475.00
261-2103-000	RETENTIONS PAYABLE	-1,208.30
261-4-6161-7411-000	UTILITIES	6,864.33
261-4-6161-7421-000	BUILDING & GROUND M…	1,879.15
261-4-6161-7445-000	FEES & PERMITS	546.74
261-4-6161-7451-000	MANAGEMENT FEES	12,083.00
311-4-8301-5501-000	DESIGN	20,861.44
311-4-8301-5601-000	CONSTRUCTION MANA…	17,974.78
332-4-8601-5911-000	REHABILITATION	2,984.00
411-4-7101-4542-000	INTEREST & FISCAL CHGS	2,285.00
731-4-7501-4542-000	INTEREST & FISCAL CHGS	2,309.04
	Grand Total:	**1,275,234.55**

Project Account Summary

Project Account Key	Payment Amount
None	1,218,974.67
0915911	2,984.00
1002WINTER	4,781.40
1345601	17,974.78
1385501	20,861.44
9014612	1,650.16
9024612	951.29
9314520	1,752.96
9974570	57.60
ENG 2252	1,500.00
ENG 2254	362.50
ENG 2256	310.00
ENG 5002	1,627.50
ENG 5003	52.50
ENG 5004	472.50
ENG 5005	131.25
ENG 5049	315.00
SB13834309	475.00
Grand Total:	**1,275,234.55**

City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services/City Treasurer

SUBJECT: TREASURER'S STATEMENT – MARCH 2025

Recommended Action:

Receive and file the March 2025 Treasurer's Statement.

Fiscal Impact:

No Fiscal Impact.

Background:

Per City policy, the Finance Department presents the monthly Treasurer's Statement for the City Council's review. This statement shows the cash balance for all City funds, a breakdown of bank account balances, investment account balances and the effective yield earned from investments.

Discussion:

The City's portfolio consists of investments in Certificates of Deposits, US Treasuries, US Federal Agencies, Corporate Bonds, and Local Agency Investment Fund (LAIF). All funds invested with LAIF are available for withdrawal within 24 hours.

The Treasurer's Statement provides information regarding the City's investment portfolio and activity during the reporting month. The City's investment portfolio is in compliance with all government codes as well as the City's investment policy. Interest is credited to the City's bank account monthly and allocated among the City's funds. The current portfolio provides sufficient cash flow liquidity to meet the upcoming operating expenses and spending requirements for the next 6 months.

Attachment:

1. March 2025 Treasurer's Statement

CITY OF ALISO VIEJO
TREASURER'S MONTHLY CASH STATEMENT

March 31, 2025

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
CASH BALANCE (ALL FUNDS)	$ 10,216,015.56	$ 6,239,945.46	$ 3,456,311.60	$ 12,999,649.42
CITY TRUST FUNDS:				
AV RANCH FOUNDATION	$ 100.00			100.00
CFD 2005-01	$ (4,062.00)	171,772.71	173,378.71	(5,668.00)
COMMUNITY TRUST	$ 5,562.68	1,000.00		6,562.68
CASH BALANCE TOTALS	**$ 10,217,616.24**	**$ 6,412,718.17**	**$ 3,629,690.31**	**$ 13,000,644.10**

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	$ 676,409.49	
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	$ 7,459,348.46	
	MONEY MARKET/SWEEP ACCOUNT	$ 4,864,886.15	
	TOTAL CASH		**$ 13,000,644.10**

Years to Maturity for March 2025	1.59
Weighted Average Yield for March 2025	3.990%

All investments are placed in accordance with the City of Aliso Viejo's Investment Policy.

The above summary provides sufficient cash flow liquidity to meet the next six month's estimated expenditures.

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center.			**$ 38,537,647.18**
Cash With Fiscal Agent	COPS/CFD 2005-01	2,067,131.72	
Cash With Investment Advisor	City Investments	34,388,179.89	
AV Center		1,711,912.03	
PR Account		368,458.93	
Petty Cash		1,964.61	
	GRAND TOTAL OF CITY FUNDS		**$ 51,538,291.28**

Portfolio Summary

3.99
Weighted Average Yield to Maturity

1.59
Weighted Average Maturity (Years)

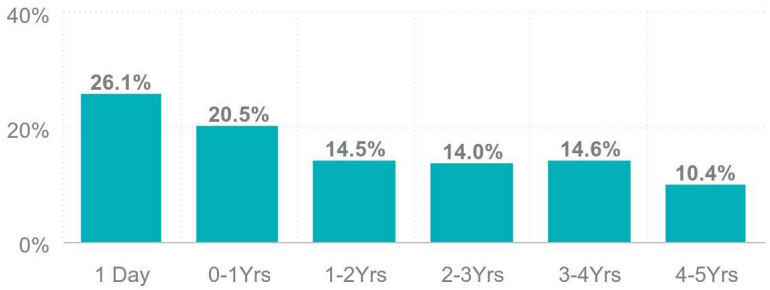
1.48
Portfolio Effective Duration (Years)

1.59
Weighted Average Life (Years)

AA
Average Credit Rating

MEEDER PUBLIC FUNDS

Maturity Distribution



Sector Allocation

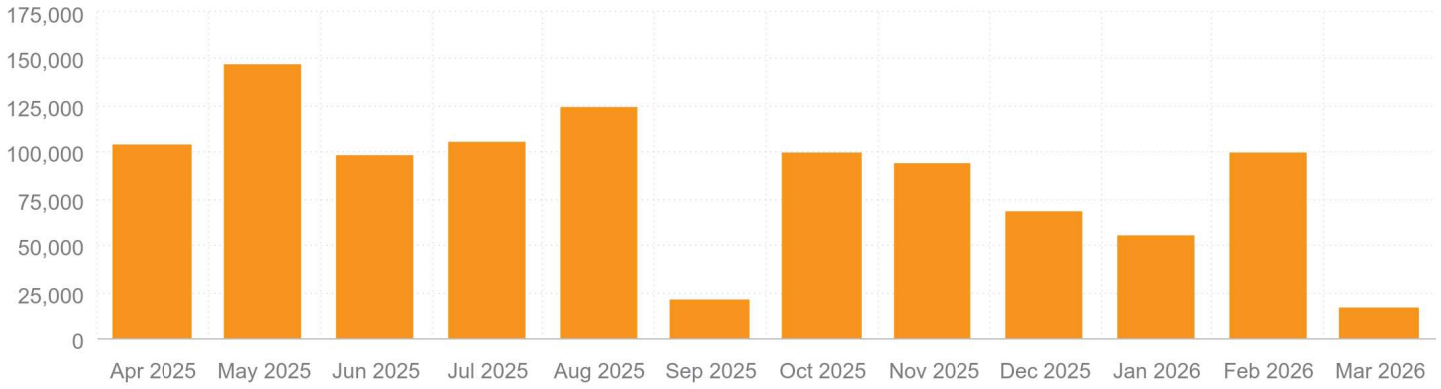


U.S. Treasuries	47.14%
LGIP	15.78%
U.S. Agencies	11.59%
Money Market Funds	10.29%
Corporate Bonds	9.09%
Negotiable CD's	6.11%

Custodial Reconciliation

	CURRENT MONTH
Beginning	**39,144,746.29**
Contributions/Withdrawals	0.00
Management Fees	0.00
Custodian Fees	(245.40)
Realized Gains Losses	86,480.42
Purchased Interest	0.00
Interest Received	22,084.73
ENDING	**39,253,066.04**

Projected Monthly Income Schedule



MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CITY OF ALISO VIEJO												
LGIP												
CALAIF	California LAIF	03/31/2025 03/31/2025	7,459,348.46	7,459,348.46 0.00	7,459,348.46	4.31		1	1.00 7,459,348.46	0.00 7,459,348.46	15.78	 NA
LGIP TOTAL			**7,459,348.46**	**7,459,348.46 0.00**	**7,459,348.46**	**4.31**		**1**	**1.00 7,459,348.46**	**0.00 7,459,348.46**	**15.78**	**NA**
MONEY MARKET FUNDS												
31846V567	FIRST AMER:GVT OBLG;Z	03/31/2025 03/31/2025	4,864,886.15	4,864,886.15 0.00	4,864,886.15	4.23		1	1.00 4,864,886.15	0.00 4,864,886.15	10.29	Aaa AAA
MONEY MARKET FUNDS TOTAL			**4,864,886.15**	**4,864,886.15 0.00**	**4,864,886.15**	**4.23**		**1**	**1.00 4,864,886.15**	**0.00 4,864,886.15**	**10.29**	**AAA**
U.S. TREASURIES												
912797LB1	US TREASURY BILL 05/15/25	06/11/2024 06/13/2024	1,000,000.00	953,923.20 0.00	953,923.20	5.19	05/15/2025	45	99.48 994,825.83	42,951.96 951,873.87	2.10	P-1 A-1+
912797LB1	US TREASURY BILL 05/15/25	05/31/2024 05/31/2024	1,000,000.00	951,873.87 0.00	951,873.87	5.24	05/15/2025	45	99.48 994,825.83	40,902.63 953,923.20	2.10	P-1 A-1+
91282CHL8	US TREASURY 4.625 06/30/25	11/10/2023 11/10/2023	1,000,000.00	993,398.44 0.00	993,398.44	5.05	06/30/2025	91	100.07 1,000,664.06	7,265.62 993,398.44	2.12	Aaa AA+
91282CEY3	US TREASURY 3.000 07/15/25	05/30/2023 05/30/2023	1,000,000.00	973,437.50 0.00	973,437.50	4.32	07/15/2025	106	99.61 996,132.81	22,695.31 973,437.50	2.11	Aaa AA+
91282CFE6	US TREASURY 3.125 08/15/25	01/13/2023 01/13/2023	1,000,000.00	980,078.13 0.00	980,078.13	3.94	08/15/2025	137	99.56 995,625.00	15,546.87 980,078.13	2.11	Aaa AA+
91282CFP1	US TREASURY 4.250 10/15/25	05/30/2023 05/30/2023	1,000,000.00	1,000,625.00 0.00	1,000,625.00	4.22	10/15/2025	198	100.02 1,000,234.38	(390.62) 1,000,625.00	2.12	Aaa AA+
912828M56	US TREASURY 2.250 11/15/25	05/30/2023 05/30/2023	1,000,000.00	955,117.19 0.00	955,117.19	4.19	11/15/2025	229	98.85 988,476.56	33,359.37 955,117.19	2.09	Aaa AA+
91282CGL9	US TREASURY 4.000 02/15/26	05/30/2023 05/30/2023	1,000,000.00	997,578.13 0.00	997,578.13	4.09	02/15/2026	321	99.89 998,867.19	1,289.06 997,578.13	2.11	Aaa AA+
91282CGV7	US TREASURY 3.750 04/15/26	01/22/2024 01/22/2024	1,200,000.00	1,187,437.50 0.00	1,187,437.50	4.24	04/15/2026	380	99.68 1,196,203.13	8,765.63 1,187,437.50	2.53	Aaa AA+
91282CCF6	US TREASURY 0.750 05/31/26	06/13/2022 06/13/2022	1,000,000.00	915,976.56 0.00	915,976.56	3.01	05/31/2026	426	96.29 962,890.63	46,914.07 915,976.56	2.04	Aaa AA+
91282CCJ8	US TREASURY 0.875 06/30/26	06/29/2022 06/29/2022	1,000,000.00	913,125.00 0.00	913,125.00	3.20	06/30/2026	456	96.22 962,226.56	49,101.56 913,125.00	2.04	Aaa AA+
91282CCP4	US TREASURY 0.625 07/31/26	01/13/2023 01/13/2023	1,100,000.00	987,292.97 0.00	987,292.97	3.73	07/31/2026	487	95.68 1,052,433.59	65,140.62 987,292.97	2.23	Aaa AA+
91282CJT9	US TREASURY 4.000 01/15/27	01/22/2024 01/22/2024	1,000,000.00	996,718.75 0.00	996,718.75	4.12	01/15/2027	655	100.11 1,001,093.75	4,375.00 996,718.75	2.12	Aaa AA+
912828X88	US TREASURY 2.375 05/15/27	06/29/2022 06/29/2022	1,000,000.00	962,851.56 0.00	962,851.56	3.20	05/15/2027	775	96.88 968,828.13	5,976.57 962,851.56	2.05	Aaa AA+
9128282R0	US TREASURY 2.250 08/15/27	01/13/2023 01/13/2023	1,050,000.00	990,322.27 0.00	990,322.27	3.60	08/15/2027	867	96.30 1,011,117.19	20,794.92 990,322.27	2.14	Aaa AA+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
9128284N7	US TREASURY 2.875 05/15/28	09/18/2024 09/19/2024	1,000,000.00	979,882.81 0.00	979,882.81	3.47	05/15/2028	1,141	96.98 969,843.75	(10,039.06) 979,882.81	2.05	Aaa AA+
91282CCR0	US TREASURY 1.000 07/31/28	09/18/2024 09/19/2024	1,000,000.00	910,507.81 0.00	910,507.81	3.50	07/31/2028	1,218	91.01 910,078.13	(429.68) 910,507.81	1.92	Aaa AA+
91282CCV1	US TREASURY 1.125 08/31/28	12/21/2023 12/21/2023	1,000,000.00	878,750.00 0.00	878,750.00	3.98	08/31/2028	1,249	91.19 911,875.00	33,125.00 878,750.00	1.93	Aaa AA+
91282CDF5	US TREASURY 1.375 10/31/28	12/21/2023 12/21/2023	1,500,000.00	1,328,906.25 0.00	1,328,906.25	3.98	10/31/2028	1,310	91.59 1,373,906.25	45,000.00 1,328,906.25	2.91	Aaa AA+
91282CJR3	US TREASURY 3.750 12/31/28	01/22/2024 01/22/2024	1,000,000.00	987,695.31 0.00	987,695.31	4.03	12/31/2028	1,371	99.41 994,140.63	6,445.32 987,695.31	2.10	Aaa AA+
91282CLR0	US TREASURY 4.125 10/31/29	11/25/2024 11/26/2024	1,000,000.00	996,445.31 2,962.71	999,408.02	4.21	10/31/2029	1,675	100.73 1,007,343.75	10,898.44 996,445.31	2.13	Aaa AA+
91282CGB1	US TREASURY 3.875 12/31/29	02/07/2025 02/10/2025	1,000,000.00	978,828.13 4,388.81	983,216.94	4.36	12/31/2029	1,736	99.66 996,640.63	17,812.50 978,828.13	2.11	Aaa AA+
U.S. TREASURIES TOTAL			**22,850,000.00**	**21,820,771.69 7,351.52**	**21,828,123.21**	**4.05**		**682**	**97.64 22,288,272.78**	**467,501.09 21,820,771.69**	**47.14**	**AA+**
U.S. AGENCIES												
3137EAEX3	FREDDIE MAC 0.375 09/23/25 MTN	10/20/2020 10/20/2020	500,000.00	497,505.00 0.00	497,505.00	0.48	09/23/2025	176	98.15 490,755.00	(6,750.00) 497,505.00	1.04	Aaa AA+
3130AK5J1	FHLBANKS 0.700 09/18/26 '25	02/16/2023 02/16/2023	1,000,000.00	872,060.00 0.00	872,060.00	4.61	09/18/2026	536	95.08 950,800.00	78,740.00 872,060.00	2.01	Aaa AA+
3130ASD63	FHLBANKS 3.250 06/28/27	06/28/2022 06/28/2022	1,000,000.00	1,000,000.00 0.00	1,000,000.00	3.25	06/28/2027	819	98.16 981,600.00	(18,400.00) 1,000,000.00	2.08	Aaa AA+
3133EPAU9	FED FARM CR BNKS 3.875 07/14/27	02/16/2023 02/16/2023	1,000,000.00	990,390.00 0.00	990,390.00	4.12	07/14/2027	835	99.78 997,750.00	7,360.00 990,390.00	2.11	Aaa AA+
3136G4X99	FANNIE MAE 0.740 08/25/27 '25	04/06/2023 04/06/2023	1,000,000.00	876,610.00 0.00	876,610.00	3.82	08/25/2027	877	92.12 921,240.00	44,630.00 876,610.00	1.95	Aaa AA+
3133EMSX1	FED FARM CR BNKS 1.550 03/15/29 '25	02/06/2025 02/07/2025	500,000.00	447,120.00 0.00	447,120.00	4.39	03/15/2029	1,445	90.28 451,410.00	4,290.00 447,120.00	0.95	Aaa AA+
3130B2GZ2	FHLBANKS 4.200 08/13/29 '26	08/21/2024 08/23/2024	250,000.00	250,000.00 0.00	250,000.00	4.20	08/13/2029	1,596	98.80 246,995.00	(3,005.00) 250,000.00	0.52	Aaa AA+
3133EL6D1	FED FARM CR BNKS 1.230 09/10/29 '25	02/06/2025 02/07/2025	500,000.00	434,525.00 0.00	434,525.00	4.41	09/10/2029	1,624	88.20 441,015.00	6,490.00 434,525.00	0.93	Aaa AA+
U.S. AGENCIES TOTAL			**5,750,000.00**	**5,368,210.00 0.00**	**5,368,210.00**	**3.72**		**876**	**95.48 5,481,565.00**	**113,355.00 5,368,210.00**	**11.59**	**AA+**
NEGOTIABLE CD'S												
14042RPG0	CAPITL ONE NA 1.600 04/08/25	04/09/2020 04/09/2020	245,000.00	244,412.00 0.00	244,412.00	1.65	04/08/2025	8	99.95 244,870.15	458.15 244,412.00	0.52	NA NA
866264DP6	SUMMIT STATE BNK 0.850 05/15/25	05/18/2020 05/18/2020	245,000.00	244,402.20 0.00	244,402.20	0.90	05/15/2025	45	99.58 243,968.55	(433.65) 244,402.20	0.52	NA NA
33847E3J4	FLAGSTAR BNK 0.900 05/15/25	05/15/2020 05/15/2020	245,000.00	245,000.00 0.00	245,000.00	0.90	05/15/2025	45	99.58 243,980.80	(1,019.20) 245,000.00	0.52	NA NA
89235MJS1	TOYOTA FINL SVGS 0.800 06/30/25	06/30/2020 06/30/2020	245,000.00	245,000.00 0.00	245,000.00	0.80	06/30/2025	91	99.14 242,880.75	(2,119.25) 245,000.00	0.51	NA NA

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
59013KLQ7	MERRICK BANK 0.550 12/30/25	12/30/2020 12/30/2020	245,000.00	245,000.00 0.00	245,000.00	0.55	12/30/2025	274	97.28 238,338.45	(6,661.55) 245,000.00	0.50	NA NA
02007GXG3	ALLY BANK 3.450 08/04/26	08/04/2022 08/04/2022	245,000.00	245,000.00 0.00	245,000.00	3.45	08/04/2026	491	99.16 242,939.55	(2,060.45) 245,000.00	0.51	NA NA
38149MYB3	GOLDMAN BANK USA 1.000 08/11/26	08/11/2021 08/11/2021	245,000.00	245,000.00 0.00	245,000.00	1.00	08/11/2026	498	95.93 235,033.40	(9,966.60) 245,000.00	0.50	NA NA
90348JR93	UBS USA 0.950 08/11/26	08/11/2021 08/11/2021	245,000.00	245,000.00 0.00	245,000.00	0.95	08/11/2026	498	95.88 234,901.10	(10,098.90) 245,000.00	0.50	NA NA
254673N44	DISCOVER BANK 3.500 07/29/27	08/03/2022 08/03/2022	245,000.00	245,000.00 0.00	245,000.00	3.50	07/29/2027	850	97.08 237,853.21	(7,146.79) 245,000.00	0.50	NA NA
87164XN93	SYNCHRONY BANK 3.500 08/05/27	08/05/2022 08/05/2022	245,000.00	245,000.00 0.00	245,000.00	3.50	08/05/2027	857	97.06 237,807.02	(7,192.98) 245,000.00	0.50	NA NA
02589ADQ2	AM EX BK 3.450 08/10/27	08/12/2022 08/12/2022	245,000.00	243,775.00 0.00	243,775.00	3.56	08/10/2027	862	98.91 242,327.05	(1,447.95) 243,775.00	0.51	NA NA
58404DVV0	MEDALLION BANK 3.800 08/30/29	08/21/2024 08/30/2024	245,000.00	245,000.00 0.00	245,000.00	3.80	08/30/2029	1,613	100.00 245,000.00	0.00 245,000.00	0.52	NA NA
NEGOTIABLE CD'S TOTAL			**2,940,000.00**	**2,937,589.20 0.00**	**2,937,589.20**	**2.05**		**510**	**98.32 2,889,900.03**	**(47,689.17) 2,937,589.20**	**6.11**	**NA**
CORPORATE BONDS												
14913UAR1	CTRPLLR FIN SERV 4.400 10/15/27 MTN	11/25/2024 11/26/2024	500,000.00	498,865.00 2,505.56	501,370.56	4.48	10/15/2027	928	100.32 501,615.00	2,750.00 498,865.00	1.06	A2 A
24422EWR6	JOHN DEERE CAP 4.750 01/20/28 MTN	11/25/2024 11/26/2024	500,000.00	504,235.00 0.00	504,235.00	4.46	01/20/2028	1,025	101.42 507,075.00	2,840.00 504,235.00	1.07	A1 A
931142FB4	WALMART 3.900 04/15/28 '28	11/25/2024 11/26/2024	325,000.00	320,619.00 1,443.54	322,062.54	4.33	04/15/2028	1,111	99.54 323,488.75	2,869.75 320,619.00	0.68	Aa2 AA
58933YBD6	MERCK & CO 1.900 12/10/28 '28	11/25/2024 11/26/2024	500,000.00	452,905.00 0.00	452,905.00	4.47	12/10/2028	1,350	91.91 459,570.00	6,665.00 452,905.00	0.97	Aa3 A+
17275RBR2	CISCO SYSTEMS 4.850 02/26/29 '29	11/01/2024 11/04/2024	500,000.00	506,060.00 0.00	506,060.00	4.53	02/26/2029	1,428	101.74 508,690.00	2,630.00 506,060.00	1.08	A1 AA-
023135CG9	AMAZON.COM 3.450 04/13/29 '29	11/01/2024 11/04/2024	500,000.00	481,580.00 1,006.25	482,586.25	4.37	04/13/2029	1,474	97.50 487,515.00	5,935.00 481,580.00	1.03	A1 AA
30303M8S4	META PLATFORMS 4.300 08/15/29 '29	11/01/2024 11/04/2024	500,000.00	496,070.00 0.00	496,070.00	4.48	08/15/2029	1,598	99.94 499,675.00	3,605.00 496,070.00	1.06	Aa3 AA-
857449AE2	STATE STR BK TR 4.782 11/23/29	11/25/2024 11/26/2024	500,000.00	502,115.00 66.42	502,181.42	4.69	11/23/2029	1,698	100.95 504,740.00	2,625.00 502,115.00	1.07	Aa2 AA-
713448GB8	PEPSICO 4.600 02/07/30 '30	02/05/2025 02/07/2025	500,000.00	499,160.00 0.00	499,160.00	4.64	02/07/2030	1,774	100.86 504,310.00	5,150.00 499,160.00	1.07	A1 A+
CORPORATE BONDS TOTAL			**4,325,000.00**	**4,261,609.00 5,021.77**	**4,266,630.77**	**4.50**		**1,387**	**99.43 4,296,678.75**	**35,069.75 4,261,609.00**	**9.09**	**A+**
CITY OF ALISO VIEJO TOTAL			**48,189,234.61**	**46,712,414.50 12,373.29**	**46,724,787.79**	**3.99**		**581**	**47,280,651.16**	**568,236.66 46,712,414.50**	**100.00**	**AA**
GRAND TOTAL			**48,189,234.61**	**46,712,414.50 12,373.29**	**46,724,787.79**	**3.99**		**581**	**47,280,651.16**	**568,236.66 46,712,414.50**	**100.00**	**AA**

MEEDER PUBLIC FUNDS

Transaction Statement

CITY OF ALISO VIEJO

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	03/20/2025	03/20/2025	912797KJ5	UNITED STATES TREASURY 0.0 03/20/2025	(2,000,000.00)	1,913,519.58	2,000,000.00	86,480.42
MATURITY TOTAL					**(2,000,000.00)**	**1,913,519.58**	**2,000,000.00**	**86,480.42**

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

CITY OF ALISO VIEJO

DIRECTOR OF FINANCIAL SVCS/ CITY TREAS
12 JOURNEY, #100
ALISO VIEJO, CA 92656

Account Number: 98-30-007

March 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
3/6/2025	3/6/2025	RW	1769278	1729842	ANN EIFERT	-300,000.00
3/17/2025	3/17/2025	RD	1769596	1730163	ANN EIFERT	600,000.00
3/27/2025	3/27/2025	RD	1769911	1730484	ANN EIFERT	500,000.00

Account Summary

Total Deposit:	1,100,000.00	Beginning Balance:	6,659,348.46
Total Withdrawal:	-300,000.00	Ending Balance:	7,459,348.46

PMIA/LAIF Performance Report as of 04/09/25

Quarterly Performance Quarter Ended 12/31/24

LAIF Apportionment Rate[2]:	4.62
LAIF Earnings Ratio[2]:	0.00012664187216722
LAIF Administrative Cost[1]*:	0.28
LAIF Fair Value Factor[1]:	0.999621985
PMIA Daily[1]:	4.40
PMIA Quarter to Date[1]:	4.48
PMIA Average Life[1]:	252

PMIA Average Monthly Effective Yields[1]

March	**4.313**
February	4.333
January	4.366
December	4.434
November	4.477
October	4.518

Pooled Money Investment Account Monthly Portfolio Composition [1] 2/28/25 $156.8 billion

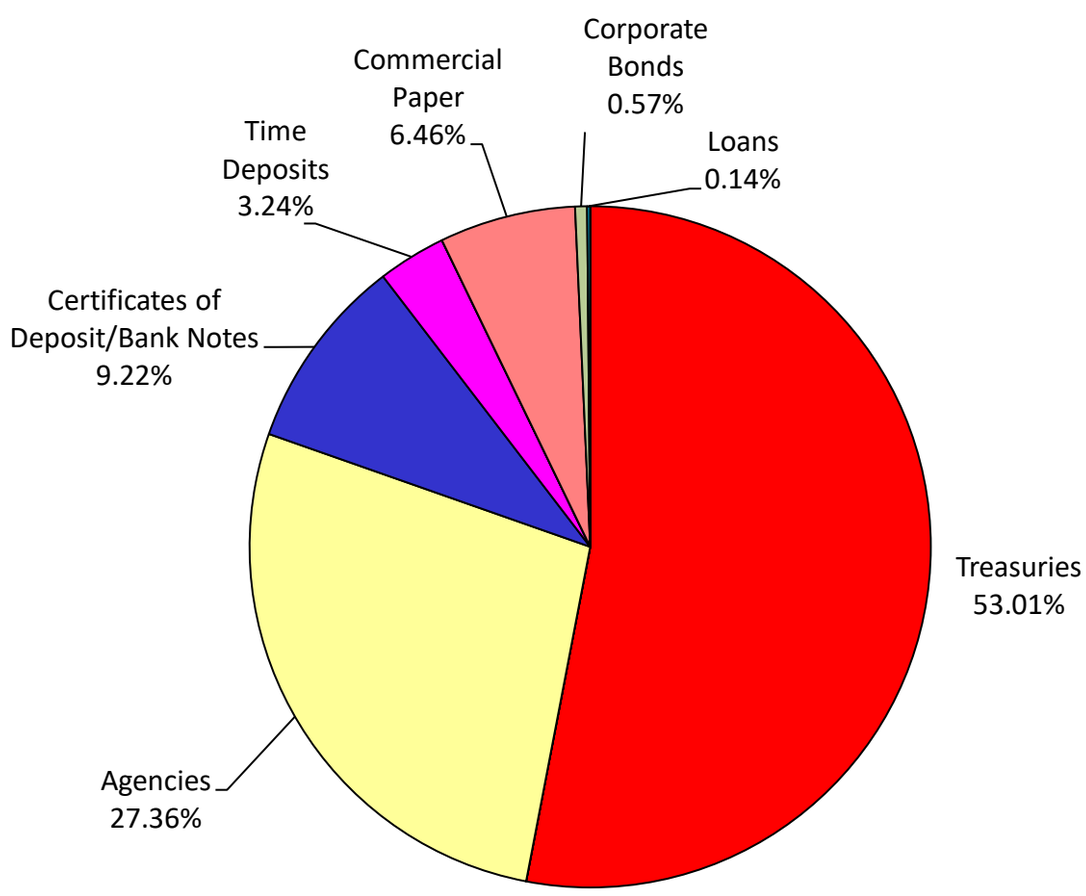


Chart does not include $1,188,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

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

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.*

Source:
[1] State of California, Office of the Treasurer
[2] State of California, Office of the Controller

City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: Lizzy Mendoza, Recreation & Community Services Manager

SUBJECT: FIRST AMENDMENT TO AQUATIC CENTER MANAGEMENT SERVICES AGREEMENT WITH PREMIER AQUATIC SERVICES

Recommended Action:

Approve and authorize the City Manager to execute the First Amendment to the Management Services Agreement with Premier Aquatic Services, extending the Aquatic Center management services for an additional two years.

Fiscal Impact:

The management fee to operate the Aquatic Center is $145,000. In addition to this fee, Premier Aquatics is eligible to receive 65% of any gross revenue that exceeds operating costs, with the City retaining the remaining 35%. The management incentive pay is based on gross revenues exceeding operating expenses, excluding the management fee, up to $24,000 in equipment maintenance costs, and capital expenditure. Based on projected revenues, the estimated incentive compensation is $50,000. These funds are included in the proposed Fiscal Year 2025-26 budget.

Background:

The Aliso Viejo Aquatic Center began operating on May 26, 2009. Its previous operators were ClubCorp and KemperSports. In 2015, the City entered into an agreement with Premier Aquatic Services to operate the Aquatic Center year-round, with annual compensation not to exceed $100,000. In 2018, the City signed a 3-year agreement for management services with an annual fee not to exceed $130,000, totaling $390,000. The agreement was amended to continue services for Fiscal Year 2021-22 without a rate adjustment due to the COVID-19 pandemic.

In 2022, the City entered into another 3-year agreement for management services, with two additional two-year amendment options, for an annual management fee not to exceed $145,000, subject to possible CPI increases. The agreement amendment to continue services for Fiscal Years 2025-26 and 2026-27 will proceed without a rate adjustment.

Discussion:

Since 2015, Premier Aquatic Services has been contracted to manage, maintain, and operate the Aquatic Center, which offers year-round swimming lessons, a swim team program, and various community events and programs.

Staff has consistently been impressed with the high quality of programs and the professional level of service provided by Premier Aquatic Services. Therefore, staff recommends that the City Council approve and authorize the City Manager to execute the First Amendment to the Management Services Agreement with Premier Aquatic Services.

This amendment will extend the agreement term by two years, with a new expiration date of June 30, 2027. This extension exercises the first of the City's two optional two-year extensions authorized under the original agreement. The optional extension will allow for continued services without a rate adjustment, ensuring consistency in both service delivery and program offerings.

Attachment:

1. Agreement Amendment

AMENDMENT NO. 1 TO MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND PREMIER AQUATIC SERVICES

1. PARTIES AND DATE.

This Amendment No. 1 to the Agreement ("Amendment No. 1") is made and entered into this 18th day of March, 2025 by and between the City of Aliso Viejo, a California municipal corporation ("City") and Premier Aquatic Services, a California limited liability company, with its principal place of business at 6 Journey, Suite 160, Aliso Viejo, CA 92656 ("Manager"). City and Manager are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Management Services Agreement. The Parties entered into a Management Services Agreement dated July 1, 2022 ("Agreement"), and set to expire on June 30, 2025, whereby Manager agreed to provide services related to the management, operation, maintenance and marketing of the Aliso Viejo Aquatic Center.

2.2 Amendment Purpose. The Parties now desire to amend the Agreement for the purposes of extending the term of the Agreement by two years to expire on June 30, 2027, thereby exercising the first of the City's two optional two-year term extensions authorized under Section 2.1 of the Agreement and authorizing Manager to offer bounce house rentals for birthday party events on the premises, subject to the conditions set forth herein.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 13.7 of the Agreement.

2.4 Terms. Words and terms appearing herein with the initial letter capitalized, and not otherwise defined herein, shall have the same meanings, if any, as are ascribed thereto in the Agreement.

3. TERMS.

3.1 Extension of Term. Pursuant to Section 2.1 of the Agreement, the City hereby exercises the first of the City's two options to renew the Agreement and extends the term of the Agreement for two years from July 1, 2025, to June 30, 2027, unless earlier terminated as provided in the Agreement.

3.2 Compensation. As compensation for services rendered during the term of this Amendment No. 1, Manager shall receive an annual Management Fee, as defined in Section 4.1 of the Agreement, in the amount of One-Hundred Forty-Five Thousand Dollars ($145,000)calculated and paid in accordance with Section 4.1 of the Agreement, which shall remain in full force and effect. This includes, but is not limited to:

3.2.1 Proration of the Management Fee and reimbursement of daily guest fees, as set forth in Section 4.1(A);

3.2.2 Withholding, retention, and disbursement procedures for Retention Funds in accordance with Section 4.1(B);

3.2.3 Expense Overage adjustments, revenue-sharing calculations, and all other procedures governing the True Up Process, as set forth under Section 4.1(C); and

3.2.4 All applicable timelines and any other procedures, calculations, or adjustments required under Section 4.1 of the Agreement.

3.3 Amendment to Scope of Services. "Use of Bounce House" is hereby added to Exhibit "B" (Scope of Services) of the Agreement directly under the heading titled "Private Events and Birthday Parties" to read as follows:

"Use of Bounce House
The use of bounce houses for parties that rent the AVAC for private events and birthday parties where a bounce house is rented in connection with the event ("Private Event") will be subject to the following conditions:

(1) Parties who rent the AVAC for Private Events must obtain a permit as necessary from the City of Aliso Viejo prior to the Private Event;

(2) Premier must require that the party who rents the AVAC for the Private Event provide additional liability insurance coverage for the day of the Private Event as required by Premier;

(3) Prior to the Private Event, the vendor providing the bounce house for the Private Event must provide a certificate of insurance with no less than $2,000,000 per occurrence and $4,000,000 in the aggregate of general liability coverage naming the party who rents the AVAC, Premier, and the City of Aliso Viejo, its officials, officers, employees, agents and volunteers as additional insureds;

(4) The party renting the AVAC is responsible for the actions of their guests of the Private Event and must sign a liability release form in a form approved by the City. Guests must stay within the perimeter of the rented area of the AVAC during the Private Event. Premier and the City of Aliso Viejo and its officials, officers, employees, volunteers, agents, representatives, and contractors will not be held responsible for any injuries or death during the renter's Private Event. Premier must further ensure that all guests (or parents or guardians of minors) at a Private Event sign a liability release form in a form approved by the City prior to participation. Premier must retain all release forms for a period of at least three (3) years after the expiration or earlier termination of this Agreement and provide copies of such waivers upon request of the City.

(5) If Premier approves the use of a bounce house for a Private Event, Premier must exercise reasonable care in all activities related to its placement, setup, operation, and supervision within the designated area to ensure safety and proper use.

(6) Notwithstanding the above provisions, the use of bounce houses and other inflatable devices (excluding personal floatation devices and typical pool accessories permitted for use at the AVAC) is strictly prohibited in the pool area of the AVAC. Bounce houses may only be placed in designated areas approved by Premier in compliance with the conditions set forth herein.

For purposes of this section, "bounce house" means any inflatable apparatus designed for recreational use, including but not limited to, use as a slide or for jumping (sometimes also referred to as a "jumper," "jump house," or "bouncer") or other similar inflatable devices intended for recreational use."

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.6 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect

3.7 Counterparts. This Amendment No. 1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND PREMIER AQUATIC SERVICES

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the Agreement as of the day and year first above written.

CITY OF ALISO VIEJO

Approved:

By:_____
Mitzi Ortiz
City Manager

ATTEST:

By:_____
Janet Martinez
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By:_____
Ann Eifert
Director of Financial Services

PREMIER AQUATIC SERVICES

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

By:_____

Its: CEO

Printed Name: Daniel Berczuk

By:_____

Its:_____

Printed Name:_____

City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: Lizzy Mendoza, Recreation & Community Services Manager

SUBJECT: FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL JUE FOR GRAPHIC DESIGN SERVICES

Recommended Action:

Approve and authorize the City Manager to execute a First Amendment to the Professional Services Agreement with Michael Jue for graphic design services for an additional two-year term.

Fiscal Impact:

Graphic design services are billed per project at an hourly rate of $75. To date, $59,000 of the original $85,000 not-to-exceed agreement amount has been expended, resulting in a remaining balance of $26,000. An amendment is being proposed to extend the agreement for an additional two years with an approximate cost of $40,000. This will require an increase to the total compensation of $14,000 to a not-to-exceed amount of $99,000 through fiscal year (FY) 2026-27. Funds for the first year of the renewal are included in the proposed FY 2025-26 budget.

Background:

Since 2017, Michael Jue has been providing graphic design services to the City of Aliso Viejo, contributing to the development of various communication materials, including the City's quarterly Aliso Viejo Community Connection brochure, event flyers, print and digital advertisements, and other special design projects. His work has played a key role in enhancing the City's public outreach and branding efforts.

Discussion:

On May 4, 2022, the City Council approved a three-year agreement with Mr. Jue to continue providing graphic design services, with a compensation amount not to exceed $85,000. Approximately $59,000 has been expended under the existing three-year agreement.

Given the City's continued communication and marketing needs, an amendment is being proposed to extend the agreement for two additional years and increase the total compensation by an additional $14,000. This would bring the total not-to-exceed amount of the agreement to $99,000 for the remainder of the agreement term, which ends in FY 2026-27.

Staff has been pleased with Michael Jue's graphic design services. He consistently demonstrates exceptional design skills, understands the City’s branding guidelines, and offers creative, tailored, and responsive services. Given the continued demand for his expertise, staff recommends that the City Council approve and authorize the City Manager to execute the first amendment to the agreement with Mr. Jue, extending the contract for an additional two years and increasing the total compensation by $14,000, bringing the total to $99,000 through FY 2026-27.

Attachment:

1. Agreement Amendment

CITY OF ALISO VIEJO

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR GRAPHIC DESIGN SERVICES

1. PARTIES AND DATE.

This First Amendment to the PROFESSIONAL SERVICES AGREEMENT FOR GRAPHIC DESIGN SERVICES ("First Amendment") is entered into on the 21 day of March, 2025, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and MICHAEL JUE ("Consultant") City and Consultant are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain agreement entitled Professional Services Agreement for Graphic Design Services dated April 4, 2022. ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement for an additional two-year term, thereby exercising the first of two optional two-year term extensions available under the Agreement, and to increase the total compensation under the Agreement by Fourteen Thousand Dollars ($14,000).

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from July 1, 2022 to June 30, 2027 unless earlier terminated as provided herein. The City Manager shall have the unilateral option at its sole discretion to automatically renew the Agreement for no more than one additional two-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines"

3.2 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

"Consultant shall receive compensation, including authorized reimbursements for all Services rendered under this Agreement at the rates set forth in Exhibit "C", attached hereto and incorporated herein by reference. The total compensation paid to Consultant shall not exceed **NINETY-NINE THOUSAND DOLLARS ($99,000)** over the term of the Agreement without advanced written approval of the City Manager. Extra Work may be authorized as described below and if authorized will be compensated at the rates and in the manner set forth herein. "

3.3 Declaration of Political Contributions. Prior to the City's approval of this Amendment, Consultant shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of their employees, including any

employee(s) that Consultant intends to assign to perform the Services described in this First Amendment.

3.4 Continuing Effect of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.6 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

SIGNATURE PAGE TO FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR GRAPHIC DESIGN SERVICES BETWEEN THE CITY OF ALISO VIEJO AND MICHAEL JUE

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on this ____ day of _____, 2025.

CITY OF ALISO VIEJO

Approved:

By:_____
Mitzi A. Ortiz
City Manager

ATTEST:

By:_____
Janet Martinez
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By:_____
Ann Eifert
Director of Financial Services

MICHAEL JUE

By:_____

Its:_____

Printed Name: Michael R. Jue

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

None

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Hawthorne/Los Angeles/Ca	03/21/2025
City/County/State	Date
Michael R. Jue	Michael R. Jue
Name of Business	Print Name
Signature	

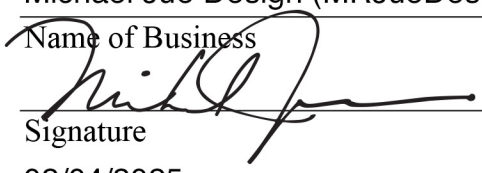
NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE AGREEMENT AND MUST BE SIGNED AND ATTACHED HERETO.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Michael Jue Design (MRJueDesign)	Michael R. Jue
Name of Business	Print Name
	
Signature	
02/04/2025	
Date	

City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: Lizzy Mendoza, Recreation & Community Services Manager

SUBJECT: FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ADVANTAGE MAILING LLC FOR PRINTING AND MAILING SERVICES OF THE COMMUNITY CONNECTION RECREATION GUIDE & CITY NEWS

Recommended Action:

Approve and authorize the City Manager to execute a First Amendment to the Professional Services Agreement with Advantage Mailing Inc. for printing and mailing services of the Community Connection Recreation Guide & City News.

Fiscal Impact:

The cost of services provided under the First Amendment to the agreement with Advantage Mailing LLC is not to exceed $66,504 for Fiscal Year 2025-26. Upon execution of this amendment, a remaining balance of $93,194 will be available under the existing agreement, which includes one additional one-year extension. These funds are included in the proposed Fiscal Year 2025-26 budget.

Background:

On September 13, 2022, staff received and reviewed proposals for the printing and mailing services for the quarterly Community Connection Recreation Guide & City News and the Summer Camp Pocket Brochure. The evaluation process considered multiple factors, including proposal completeness, work plan, company references, technical capabilities, and overall cost. As a result of this competitive process, Advantage Mailing LLC was awarded a three-year agreement, with the option to renew for two additional one-year terms.

During negotiations, staff and Advantage Mailing LLC identified a significant cost-saving opportunity by transitioning both publications to web-based printing. This adjustment reduced overall costs, resulting in a total agreement amount of $369,099 over the initial three-year term.

Throughout the term of the agreement, staff have continued to explore and adopt additional cost-reduction strategies. These include modifications to the paper type, page count, and print quantities of the Community Connection Recreation Guide & City News. These adjustments are projected to yield approximately $24,000 in additional savings during the final renewal period.

Discussion:

Staff have been satisfied with the performance of Advantage Mailing LLC in providing printing and mailing services for the Community Connection Recreation Guide & City News and the Summer Camp Pocket Brochure. As such, staff recommend that the City Council approve and authorize the City Manager to execute the First Amendment to the agreement with Advantage Mailing LLC.

The total cost for services in Fiscal Year 2025-26 is not to exceed $66,504. Following this amendment, a balance of $93,194 will remain available under the agreement, along with one additional one-year extension.

Attachment:

1. Agreement Amendment

CITY OF ALISO VIEJO

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY CONNECTION RECREATION BROCHURE PRINTING AND MAILING SERVICES

1. PARTIES AND DATE.

This First Amendment to the PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY CONNECTION RECREATION BROCHURE PRINTING AND MAILING SERVICES ("First Amendment") is entered into on the 20 day of FEBRUARY 2025, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and ADVANTAGE MAILING LLC (hereinafter referred to as the "Consultant". City and Consultant are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Professional Services Agreement For Community Connection Recreation Brochure Printing And Mailing Services dated October 19, 2022 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement, thereby exercising the first of two optional one-year term extensions available under the Agreement, revise the Scope of Services, and decrease the rates of compensation in line with the decrease in printed units required by the City under the Agreement.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from October 19, 2022 to June 30, 2026 unless earlier terminated as provided herein. The City Manager shall have the unilateral option at its sole discretion to automatically renew the Agreement for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines".

3.2 Scope of Services. Exhibit "A" of the Agreement is hereby amended in its entirety and replaced in the form of Attachment "1" to this First Amendment, attached hereto and incorporated herein by reference.

3.3 Rates of Compensation. Exhibit "C" of the Agreement is hereby amended in its entirety and replace in the form of Attachment "2" to this First Amendment, attached hereto and incorporated herein by reference.

3.4 Declaration of Political Contributions. Prior to the City's approval of this First Amendment, Consultant shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of their employees, including any employee(s) that Consultant intends to assign to perform the Services described in this First Amendment.

3.5 Continuing Effect of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.7 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

SIGNATURE PAGE FOR FIRST AMENDMENT TO CITY OF ALISO VIEJO PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY CONNECTION RECREATION BROCHURE PRINTING AND MAILING SERVICES BETWEEN THE CITY OF ALISO VIEJO AND ADVANTAGE MAILING LLC

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on this 20 day of FEBRUARY, 2025.

CITY OF ALISO VIEJO

Approved:

By:_____
Mitzi Ortiz
City Manager

ATTEST:

By:_____
Janet Martinez,
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By:_____
Ann Eifert
Director of Financial Services

ADVANTAGE MAILING LLC

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

By:_____
Its: MANAGING MEMBER
Printed Name: TOM LINK

By:_____
Its:_____
Printed Name:_____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

NONE

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

ANAHEIM ORANGE, CA
City/County/State

2/20/2025
Date

ADVANTAGE MAILING
Name of Business

TOM LINS
Print Name

Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE AGREEMENT AND MUST BE SIGNED AND ATTACHED HERETO.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Advantage Haulers LLC — Tom Cuzy

Name of Business — Print Name

Signature

2/20/2025

Date

ATTACHMENT "1"
TO FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY CONNECTION RECREATION BROCHURE PRINTING AND MAILING SERVICES

SCOPE OF SERVICES

Provide printing and mailing services of the Community Connection Recreation Brochure up to four (4) times a year plus a Summer Camp Pocket Brochure once (1) time a year that is delivered to residents and remaining print copies delivered to City facilities. Up to 22,000 copies of the quarterly brochures and summer camp brochures may be printed.

FREQUENCY
The City currently requires one (1) issue per quarter for a total of four (4) issues plus the summer pocket brochure totaling five (5) projects per calendar year. Quarters include Winter (January-April), Spring (April-June), Summer (June-August), and Fall (August-December).

QUANTITY
Up to 22,000 brochures

PAGES
Fall, Winter, & Spring: 28 pg. Self
Summer: 24 pg. Self
Summer Camp Pocket: 44 pg. Self
Page quantity may vary as needs change.

PAPER STOCK
Sixty (60) pound gloss book or similar.

BROCHURE SIZE
Shall be between 8.375 inches wide and 10.875 inches high

POCKET BROCHURE SIZE
Shall be between 5.375 inches wide and 8.375 inches high

BINDERY
Contractor shall trim, fold, in-house saddle stitch, and prepare for mailing

MAILING
In-house mailing; Contractor shall utilize Every Door Direct Mail (EDDM) to mail brochure to Postal Local Customers in the City. Contractor must also have access to residential mailing list/routes for zip code 92656.

POSTAGE
Contractor shall obtain precise postage pricing (for each issue) from the United States Postal Service (USPS), based on weight and exact quantities required for mailing to residents in the City. City shall deposit funds into City's USPS permit prior to brochures being mailed to City

Residents. Contractor shall be responsible for picking up previously issued surplus brochures and recycle responsibly.

DELIVERY

Deliver the respective number of Aliso Viejo Community Connection Recreation Brochures to USPS for delivery to City Residents, which includes an approximate amount of +/- 20,675 brochures per issue (quantity will vary as City population fluctuates). All brochures shall meet the USPS standards for bulk-rate mail. Contractor shall file the necessary paperwork with the USPS for receipt and delivery. Contractor shall also deliver remaining brochures to Aliso Viejo Ranch. Printing and delivery of the brochure should be no later than the fourteenth day after getting final approval of the proof from the City. Proof of delivery to USPS is required.

PROJECT SCHEDULE

A calendar of deadlines will be provided to the Contractor annually. The approximate USPS delivery dates are:

- Fall Community Connection Brochure: Printed in June
- Winter Community Connection Brochure: Printed in November
- Summer Camp Brochure: Printed in January/February
- Spring Community Connection Brochure: Printed in February/March
- Summer Community Connection Brochure: Printed in April

ATTACHMENT "2"
TO FIRST AMENDMENT TO
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY CONNECTION
RECREATION BROCHURE PRINTING AND MAILING SERVICES

COMPENSATION

(Year 1) FY 22-23: Total compensation: $84,660.97

(Year 2) FY 23-24: Total compensation: $61,239.06

(Year 3) FY 24-25: Total compensation (estimate): $63,500

FY 25-26	Quarter	Date Uploaded for Print (MM/YR)	Mailing & Delivery Services	Printing Unit Price (per brochure)	Estimated Quantity	Total
Year 4	Winter (28pg. Self)	Nov-25	$930.89	0.5951	22,000	$14,052.74
	Spring (28pg. Self)	Feb-26	$930.89	0.5951	22,000	$14,052.74
	Summer (24pg. Self)	Apr-26	$930.89	0.4964	22,000	$11,881.34
	Summer Camp Pocket Brochure (44pg. Self)	Jan-26	$879.39	0.5266	22,000	$12,464.59
	Fall (28pg. Self)	Jun-26	$930.89	0.5951	22,000	$14,052.74
					Total=	$66,504.15
(Option) FY 26-27	**Quarter**	**Date Uploaded for Print (MM/YR)**	**Mailing & Delivery Services**	**Printing Unit Price (per brochure)**	**Estimated Quantity**	**Total**
Year 5	Winter (28pg. Self)	Nov-26	$958.82	0.613	22,000	$14,469.27
	Spring (28pg. Self)	Feb-27	$958.82	0.613	22,000	$14,469.27
	Summer (24pg. Self)	Apr-27	$958.82	0.5113	22,000	$12,231.87
	Summer Camp Pocket Brochure (44pg. Self)	Jan-27	$905.78	0.5424	22,000	$12,838.58
	Fall (28pg. Self)	Jun-27	$958.82	0.613	22,000	$14,469.27
					Total=	$68,478.26

City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: 38 COLONIAL WAY – DECLARATION OF RESTRICTIVE COVENANT

Recommended Actions:

1. Find that the proposed actions are not a "project" subject to the California Environmental Quality Act ("CEQA"); and

2. Approve a restrictive covenant for 38 Colonial Way related to affordable housing and authorize the City Manager to take all necessary steps to execute and record said covenant.

Fiscal Impact:

The proposed actions will have no fiscal impact on the City.

Background:

In 2022, the City Council authorized the purchase of 38 Colonial Way (the "Property"), an affordable housing unit, through Community Development Block Grant funds. After the acquisition, the City and Family Assistance Ministries ("FAM") entered into a lease for FAM to then sublease the unit to a low income individual or household as transitional and supportive housing. Under the terms of the lease agreement, FAM is responsible for verifying that individuals or families renting the Property meet the eligibility requirements for extremely low- or lower-income households and are charged affordable rent.

Discussion:

An affordable housing resale restriction was recorded against the Property in 2010, when it was privately purchased. That restriction imposed conditions on the buyer that did not apply to the City once the City purchased the Property. For example, the restriction required the private individual to annually submit to the City an affidavit that they were occupying the Property. Thus, in 2022, the City recorded a cancellation of the affordable housing resale restriction. However, the Property has remained in continuous use for affordable housing purposes since the City's 2022 purchase of the Property.

To memorialize the Property's affordable designation, Staff recommends that a Declaration of Affordability Restrictive Covenant ("Declaration") be approved and recorded against the Property. The Declaration memorializes income and rent limitations against the Property to preserve its use for affordable housing purposes by income eligible occupants. The Declaration further ensures that any qualifying occupants are charged affordable rates based on guidelines established under State law and accompanying regulations of the California Department of Housing and Community Development.

Environmental:

Based on the entire record before it, Staff recommends that the City Council find that the proposed actions are not subject to the California Environmental Quality Act ("Public Resources Code section 21000 et seq.) ("CEQA") because they do not qualify as a "project" under CEQA. The proposed actions solely authorize the execution and recordation of the Declaration. Such actions will not result in a direct or reasonably foreseeable indirect physical change in the environment. Accordingly, the proposed actions are not a "project" subject to CEQA. (State CEQA Guidelines, § 15060(c)(2).) Additionally, the proposed actions constitute administrative activities because they merely authorize the execution and recordation of the Declaration and do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Therefore, the proposed actions are not subject to CEQA. (State CEQA Guidelines, § 15060(c)(3).)

Public Notice:

Public notice for this item was made through the regular agenda process.

Attachment:

1. Declaration of Restrictive Covenant

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

CITY OF ALISO VIEJO
12 JOURNEY, SUITE 100
ALISO VIEJO, CA 92656
ATTN: CITY MANAGER

EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383

DECLARATION OF RESTRICTIVE COVENANT

APN 938-142-82
City of Aliso Viejo, County of Orange

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this ___ day of _____, 2025 by the CITY OF ALISO VIEJO, a California municipal corporation (hereinafter "Declarant"), with reference to the following facts:

A. The City of Aliso Viejo ("City") purchased and now owns that certain property located at 38 Colonial Way, Aliso Viejo, CA 92656, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Property is an affordable unit set aside for low-income households that prior to the City's acquisition in 2022 was previously subject to a restrictive covenant, titled "Affordable Housing Resale Restriction" and recorded in the Official Records of Orange County on December 8, 2010 as Document No. 2010000663787 (the "Resale Restriction"), for the benefit of the City, which, among other things, restricted resale of the Property to certain income-eligible individuals and households. That Resale Restriction was cancelled pursuant to the "Cancellation of Affordable Housing Resale Restriction in 2022 and recorded in the Official Records of Orange County on September 20, 2022 as Document No. 2022000311007.

C. The City currently leases the Property to a non-profit organization, which in turn subleases the Property to individuals or families that qualify as extremely low- or lower-income households based on the area median income ("AMI").

D. The City now desires to implement this Declaration and the covenants contained herein in order to maintain the Property as affordable housing and restrict its occupants to those income-eligible for affordable housing.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby covenants and agrees as follows:

1. The Property shall, at all times, be occupied and used solely as a personal residence by a Qualified Household, who shall pay an Affordable Rent, as herein defined. "Qualified Household" shall mean an individual or family that qualifies as an extremely low- or lower-income household based on the AMI, as defined in California Health and Safety Code Section 50053 and accompanying regulations of the California Department of Housing and

Community Development ("HCD"), as such law or regulations may hereafter be amended, replaced or renumbered from time-to-time. "Affordable Rent" shall mean the maximum rent for "lower income households" as defined in California Health and Safety Code Section 50053(b)(1)(D) and accompanying regulations of HCD, as such law or regulations may hereafter be amended, replaced or renumbered from time-to-time, with allowance for utilities, as such allowance may be established by the County of Orange.

IN WITNESS WHEREOF, this Declaration is executed this __ day of _____, 2025, at_____, California.

DECLARANT:

CITY OF ALISO VIEJO, a California municipal corporation

Date:

_____

By: _____
City Manager

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

CONDOMINIUM NO. 77 AS SHOWN UPON LATITUDES SOUTH PHASE 7 CONDOMINIUM PLAN RECORDED MARCH 01, 2010 AS DOCUMENT NO. 2010000095857, OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA (THE "CONDOMINIUM PLAN") BEING PORTIONS OF PARCEL 3 OF LLA 07-01 RECORDED JUNE 20, 2007 AS DOCUMENT NO. 2007000393025, RECORDS OF ORANGE COUNTY, CALIFORNIA, COMPOSED OF THE FOLLOWING:

PARCEL 1 (THE SEPARATE INTEREST):

THE SEPARATE INTEREST WITH THE SAME UNIT AS THE CONDOMINIUM DESCRIBED ABOVE.

PARCEL 2 (COMMON AREA):

AN APPURTENANT UNDIVIDED INTEREST IN THE COMMON AREA OF THE PHASE IN WHICH THE SEPARATE INTEREST DESCRIBED AS PARCEL 1 ABOVE IS LOCATED, AS DESCRIBED IN THE CONDOMINIUM PLAN. THE UNDIVIDED INTEREST IS EQUAL TO THE RECIPROCAL OF THE NUMBER OF SEPARATE INTERESTS IN THE PHASE IN WHICH THE SEPARATE INTEREST DESCRIBED IN PARCELS I ABOVE IS LOCATED.

PARCEL 3 (EASEMENT OVER ASSOCIATION PROPERTY):

NONEXCLUSIVE APPURTENANT COVENANTS IN AND TO THE ASSOCIATION PROPERTY NOW OR HEREAFTER OWNED BY VANTIS MAINTENANCE CORPORATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION ("ASSOCIATION"). "ASSOCIATION PROPERTY" IS DEFINED IN THE CONDOMINIUM PLAN AND IN THE DECLARATION OF RESTRICTIONS FOR LATITUDES SOUTH, LATITUDES NORTH AND CITY WALK AT VANTIS.

RESERVING THEREFROM THE EXCLUSIVE RIGHT TO POSSESSION AND USE OF ANY EXCLUSIVE USE AREA SHOWN ON CONDOMINIUM PLAN.

PARCEL 4 (ACCESS OVER DRIVES):

A NONEXCLUSIVE APPURTENANT EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE "DRIVES" PURSUANT AND SUBJECT TO THE TERMS AND PROVISIONS OF THAT CERTAIN DEED AND DECLARATION ESTABLISHING ACCESS EASEMENT RIGHTS DESCRIBED IN THE DEED TO WHICH THIS EXHIBIT IS ATTACHED.

PARCEL 5 (EXCLUSIVE USE AREAS):

THE EXCLUSIVE RIGHT TO USE ANY EXCLUSIVE USE AREA SHOWN ON THE CONDOMINIUM PLAN AS BEING APPURTENANT TO THE SEPARATE INTEREST DESCRIBED IN PARCELS 1 ABOVE.

EXCEPT FROM ALL PARCELS ANY MINERAL, OIL OR GAS OR OTHER EXCEPTIONS OR RESERVATIONS OF RECORD, INCLUDING THE EXCEPTIONS SET FORTH IN DEED RECORDED SEPTEMBER 20, 1976, IN BOOK 11908, PAGES 527 TO 587, INCLUSIVE, OF OFFICIAL RECORDS OF ORANGE COUNTY.

ASSESSOR PARCEL NO. 938-142-82

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2025, before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (seal)

City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: Shaun Pelletier, Director of Public Works/City Engineer

SUBJECT: SECOND AMENDMENT TO THE SOLID WASTE DISPOSAL AGREEMENT WITH THE COUNTY OF ORANGE

Recommended Action:

Authorize the City Manager to execute the Second Amendment to the Solid Waste Disposal Agreement with the County of Orange.

Fiscal Impact:

There is no direct fiscal impact approving this amendment. Disposal costs are part of the rates paid to franchise waste hauler CR&R. Any increases in accordance with this agreement are accounted for in the CR&R annual rate adjustment.

Background:

Solid waste disposal at Orange County landfills is governed by a Waste Disposal Agreement (WDA) under which cities/sanitary districts agree to exclusively deposit certain waste at the County of Orange's landfills in exchange for low and stable disposal rates. The current WDA was entered into in 2009 and subsequently amended to extend the term through June 30, 2025. The Orange County City Manager Association (OCCMA) is currently negotiating a successor agreement to the WDA with OC Waste & Recycling (OCW&R). Additional time is needed to finalize mutually agreeable terms and disposal fees. The proposed amendment extends the current WDA by one year to allow for continued negotiations and includes a 2.6% disposal fee increase, per the escalation formula in the current WDA.

Discussion:

The current Waste Disposal Agreement (WDA) between all Orange County cities/sanitary districts and the County of Orange expires on June 30, 2025. In January 2022, OCW&R notified cities of its intent to revise the WDA to align with legislative requirements such as Senate Bill 1383, which requires local governments to divert organic waste, such as food scraps and landscaping waste, away from the landfills. OCW&R presented a proposed

successor agreement to the WDA, titled the Waste Infrastructure System Enhancement (WISE) agreement, at an Orange County City Manager's summit on November 7, 2024.

The WISE agreement proposed increasing the landfill disposal rate from $42.65 to $82 per ton (a 92.3% increase). It also proposed a rebate program for composted organic waste and an allocation of capital expenditures for organics recycling infrastructure at County landfills.

The Orange County City Manager Association (OCCMA) formed a committee in December 2024 to negotiate a successor agreement to the WDA and requested an extension of the current WDA to allow time for such negotiations.

OCW&R has agreed to the OCCMA committee's requested extension under the terms of the proposed amendment, which generally provides for a 12-month extension of the current WDA and a 2.6% disposal fee increase, per the escalation formula in the current WDA. The extension period will allow stakeholders to conduct due diligence on a successor agreement to the WDA as well as evaluate costs, infrastructure plans, and future fee adjustments. If the OCCMA committee and OCW&R do not reach mutually agreeable terms by September 30, 2025, monthly updates will be provided to all cities/sanitary districts beginning in October 2025.

Staff finds that executing the Second Amendment is in the public interest since it will ensure stable disposal rates and collaboration between all cities/sanitary districts in Orange County for an additional year.

Environmental:

Not applicable.

Attachment:

1. Agreement Amendment

SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and the

CITY OF ALISO VIEJO

June 30, 2025

County Amendment Authorization Date

_____, 2025

County Notice Address:

Director, OC Waste & Recycling
601 N. Ross Street
5th Floor
Santa Ana, CA 92701

City Amendment Authorization Date

_____, 2025

City Notice Address:

City of Aliso Viejo
Attn: City Manager
12 Journey Suite 100
Aliso Viejo, CA 92656

SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT

THIS SECOND AMENDMENT TO THE WASTE DISPOSAL AGREEMENT ("Second Amendment") is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City (general law, charter or other), Special District or Sanitary District designated on the cover page of this Agreement and party to this Agreement.(the "City").

RECITALS

The County owns, manages, and operates a Waste Infrastructure System to manage municipal and solid waste generated within Orange County, California or imported from outside Orange County, California pursuant to contractual agreements (hereafter used referred to as "Disposal System" or "Waste Infrastructure System"). The Waste Infrastructure System collectively includes active Class III sanitary landfills ("County Landfills"), resource recovery, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

The County is also responsible for the long-term management of 20 closed landfills as required under Applicable Law.

County Landfills are used for the management of municipal solid waste pursuant to legislation including, but not limited to, the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act") and the Short-lived Climate Pollutants Reduction Act ("SB 1383"). County Landfills are also subject to other state and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion, and disposal of municipal solid waste generated within the City.

The City and the County have historically provided for the management of municipal solid waste through Waste Disposal Agreements ("WDAs"), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs. In 2009, the Parties entered into a new WDA (referred to as the "Original WDA"). In 2016, the Original WDA was amended by the Parties ("First Amendment"), whereby the Parties updated certain terms and extended the term through June 30, 2025. (The Original WDA and its corresponding First Amendment are referred to in this Second Amendment as the "Current WDA".)

In response to passage of several pieces of legislation that require significant reductions in the disposal of organic waste, and in light of the approaching expiration of the Current WDA, the County held two City Manager Summits in November 2024 proposing terms of a new WDA.

The Orange County City Manager Association ("OCCMA") has established a Committee ("OCCMA Committee") including representatives of cities and sanitary districts to review the terms of the proposed new WDA. The OCCMA Committee requested a 12-month extension of the Current WDA to allow for additional time to negotiate mutually agreeable terms for a new WDA, and obtain approval from the respective

governing bodies. The County is agreeable to OCCMA's requested extension to the Current WDA on terms as provided in this Second Amendment.

The City has determined that the execution of this Second Amendment by the City is in the best interest of the City and will serve the public health, safety, and welfare by continuing the waste disposal services historically provided under the Current WDA while the Parties: (1) engage in due diligence related to a new WDA, in order for the City to evaluate the cost/benefit of a new WDA, which is expected to include the City and OCCMA obtaining more comprehensive and detailed information on the County's plans for infrastructure expansion and improvements, the financial and operational conditions of the existing Waste Infrastructure System, and the components, timing, and procedures for future contract fee increases; and, (2) negotiate the terms and conditions of a new WDA.

The County has determined that the execution by the County of this Second Amendment will serve the public health, safety, and welfare by continuing to provide a stable, predictable, and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, while the Parties exchange information and conduct negotiations with the County goal of ensuring that any negotiated Contract Rate in the new WDA covers the full cost of operations and infrastructure O&M and development needed to ensure indemnification and regulatory compliance..

Official action approving this Second Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

Official action approving this Second Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

1. Extended Term.

(a) Section 6.1 (A) of the Current WDA is deleted in its entirety and replaced with the following:

"Extended Term. This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 2026 (the "Extended Term"), unless earlier terminated in accordance with its terms, in which event the Extended Term shall be deemed to have expired as of the date of such termination."

(b) Section 6.1 (B) is deleted in its entirety.

(c) Section 6.1 (C) of the Current WDA is deleted in its entirety and replaced with the following:

"Contract Rate Negotiations During Extended Term. If the Orange County City Manager Association's committee tasked with negotiating the terms of a successor to this Agreement with the County and recommending approval of the same to the Parties (the "Committee") and the County have not reached mutually agreeable terms of a successor to this Agreement including, but not limited to, proposed revisions to the Contract Rate, by September 30, 2025, the County shall, and it is expected that the Committee will provide, updates to all Participating Cities, and their respective governing bodies as may be deemed necessary, regarding the status of negotiations on a monthly basis until mutually agreeable terms are reached or the Extended Term expires."

In recommending any revisions to the Contract Rate, in addition to the circumstances described in Section 4.2(A), the Committee and County may take into consideration factors including, but not limited to, the following:

(i) actual cost of operations;

(ii) population growth;

(iii) increase or decrease in available tonnage;

(iv) economic and disposal market conditions in the Southern California region;

(v) changes in transportation and technology;

(vi) changes in transportation costs;

(vii) closure and expansion of nearby landfills;

(viii) capacity of the Disposal System;

(ix) long-term infrastructure needs; and

(x) available reserves which are in excess of the amount reasonably required as reserves.

(d) Appendix 2 of the Current WDA is deleted in its entirety and replaced with the following:

APPENDIX 2
Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(B)

Fiscal Year	*County Acceptable Waste Tonnage*	*Cumulative County Acceptable Waste Tonnage*
FY 2025-26	3,166,659	3,166,659

2. Contract Rate.

(a) The first paragraph of Section 4.2(A) of the Current WDA is deleted in its entirety and replaced with the following:

"(A) Establishment of Contract Rate. During the Extended Term, the Contract Rate payable by each Franchise Hauler shall be $43.76 per ton, contingent on the delivery to the Disposal System of an amount of Acceptable Waste at least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2, subjections (i) through (z)."

Note: Subsections (i) through (z) found in the Current WDA remain unchanged.

3. Effectiveness of Second Amendment.

The provisions of this Second Amendment shall not become effective unless and until this Second Amendment has been executed by the County and all of the Participating Cities, and shall become effective once that occurs.

4. Representations and Warranties of the Parties.

Each of the parties to this Second Amendment represent and warrant that it is a political subdivision of the State of California validly existing under the Constitution and laws of the State and that it has duly authorized the execution and delivery of this Second Amendment to each other party.

5. Remaining Terms.

All other terms and conditions of the Current WDA not specifically changed by this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Second Amendment to be executed by their duly authorized officers or representatives as of the day and year first above written.

County of Orange	City of Aliso Viejo
By _____ Director, OC Waste & Recycling	By _____ Mitzi Ortiz, City Manager
Date _____	Date _____
Approved as to Form	Approved as to Form
By _____ County Counsel	By _____ Best Best & Krieger
Date _____	Date _____

City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: Shaun Pelletier, Director of Public Works/City Engineer

SUBJECT: URBAN RUNOFF TREATMENT FACILITY

Recommended Actions:

1. Authorize the City Manager to execute a Quitclaim Deed for the Urban Runoff Treatment Facility for Storm Drain J01P28 located on County of Orange Parcel 162; and
2. Authorize the City Manager to execute an Easement Deed for accessing the Urban Runoff Treatment Facility for Storm Drain J01P28 located on County of Orange Parcels 161 and 162.

Fiscal Impact:

There is no fiscal impact approving these actions. Maintenance costs have been and will continue to be budgeted for the facility, proposed to be $60,000 in FY 2025-26.

Background:

On March 2, 2001 the San Diego Regional Water Quality Control Board (SDRWQCB) issued a Water Code Section 13225 Directive to South Orange County Municipal Separate Storm Sewer System (MS4) co-permittees directing them to eliminate sources of elevated bacteria levels to Aliso Creek. This Directive was then incorporated into subsequent MS4 permits.

On November 6, 2001, the Board of Supervisors authorized OC Public Works to negotiate an acquisition and installation agreement with Clear Creek Systems, Inc. for an urban runoff treatment system (Facility) at the downstream terminus of J01P28 to treat elevated levels of bacteria discharging through J01P28 into Aliso Creek. Completion of plans and special provisions for the construction of the Facility was approved by the Board on May 21, 2002. The construction contract for the Facility was authorized by the Board on August 6, 2002, and the Facility began operation in June 2003. Construction of the Facility was financed in part by a $500,000 State Clean Beaches Initiative Grant, which requires the County to operate and maintain the Facility within the Aliso Creek Watershed for 20 years.

The Facility operates on an ongoing 24/7 year-round basis with occasional shutdowns for rain and maintenance events. Between June 2003 and August 2010, a series of operational issues occurred, largely as a result of excessive sediment discharges through J01P28 from upstream construction activities. Numerous modifications were made to the Facility, and the operations were finally stabilized in 2011. Since 2011, treatment efficiency for the Facility has been very effective, with bacterial treatment removal efficiency consistently surpassing 98%, thereby consistently lowering bacteria levels in urban runoff to within acceptable recreational health standards. The City includes the Facility as a structural Best Management Practice (BMP) as part of the City's bacteria load reduction efforts in annual reports to the SDRWQCB.

Discussion:

Up until 2015 the County was fully funding the maintenance and operation of the facility. The City and County entered into a Joint Cooperative Agreement on June 23, 2015, that shared the operation and maintenance costs 60% City and 40% County. This agreement expired on June 30, 2023. The agreement indicated that upon expiration the City shall take full ownership of the system and its operating costs, or the County could relocate the facility to another County location. The City elected to keep the facility and has been operating it since the agreement expiration.

Following a transition period and transfer of all operation procedures from the County, the County began working on a Quitclaim Deed to convey ownership of the physical equipment to the City, and an Easement Deed providing access to the facility for maintenance. These documents have been reviewed by staff and BBK and are deemed acceptable.

Staff respectfully recommends approval of the actions.

Environmental:

Any potential projects proposed as a result this recommend action would be considered for environmental CEQA review as needed.

Attachments:

1. Quitclaim Deed
2. Easement Deed

RECORDED AT THE REQUEST OF AND WHEN RECORDED MAIL TO: City Engineer City of Aliso Viejo 12 Journey, Suite 100 Aliso Viejo, CA 92656-5335 Mail Tax Statements as shown above	**THIS SPACE FOR RECORDER'S USE ONLY**
APN: 634-012-09 (portion of)	**DOCUMENTARY TRANSFER TAX $** _____ __ Computed on the consideration or value of property conveyed __ Exempt per Revenue & Taxation Code Section 11922 X Exempt from Recording Fees per Govt. Code Section 27383

☐ Unincorporated area of Orange County
☒ Incorporated - City of Aliso Viejo

Facility: Aliso / Wood Canyons Regional Park
Facility No: PR70T
Parcel No: 162

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt and adequacy of which is hereby acknowledged, the

COUNTY OF ORANGE,
a political subdivision of the State of California,
hereinafter referred to as "**COUNTY**"

does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the

CITY OF ALISO VIEJO,
a municipal corporation,
hereinafter referred to as "**GRANTEE**",

in an "as is" condition, all RIGHTS, TITLE and INTEREST in and to an existing urban runoff treatment facility and fixtures related thereto, which consists of primary and secondary media filtration, ultra violet light system for bacteria disinfection, an energy dissipater, and appurtenances, collectively hereinafter referred to as "**Facility**" located within the boundaries of that certain real property in the county of Orange, state of California, legally described in Exhibit A and illustrated in Exhibit B, and photographically shown in Exhibit C, which exhibits are attached hereto and made a part hereof.

Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance of the fee title for the land under the Facility owned by the COUNTY to GRANTEE. GRANTEE acknowledges that upon recordation of this quitclaim deed, GRANTEE will assume ownership and title to the Facility only including all costs and service responsibilities for the continued operation and maintenance of the Facility.

Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance to GRANTEE of rights in the property which exceed those owned by COUNTY, or any representation or warranty, either express or implied, relating to the nature or condition of the property or COUNTY'S interest therein.

GRANTOR

COUNTY OF ORANGE

By: _____
Chairman of the Board of Supervisors
County of Orange, California

Date: _____

Approved as to Form

Office of the County Counsel
County of Orange, California

By: _____
Deputy

Date: _____

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535

_____
Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On_____,20___, before me _____,
(Here insert name and title of officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACCEPTANCE
(City of Aliso Viejo to insert)

THIS IS TO CERTIFY, that the interest in real property conveyed by this Quitclaim Deed dated _____, 20___, from the County of Orange to _____, is hereby accepted by _____ on behalf of _____ pursuant to _____.

Dated: _____

_____
x
x

Approved as to form:

_____
x
x

EXHIBIT A

LEGAL DESCRIPTION

The intent of this Legal Description is to describe improvements only. These improvements are referred to as the "Facility" in the attached Quitclaim document. The Facility being quitclaimed is located upon the land hereinafter described.

ALISO/ WOOD CANYONS REGIONAL PARK
Facility No.: PR70T
Parcel No.: 162

Parcel 162:

The land referred to herein is situated in the City of Aliso Viejo, County of Orange, State of California over a portion of Parcel OS70P-102 described in Resolution No. 85-582, Recorded June 21, 1985, as Instrument No. 85-227768 of Official Records, in the office of the County Recorder of said County and is described as follows:

COMMENCING at the northeasterly terminus of that certain course described as North 50°58'20" East 155.24 on the general westerly line of said Parcel. (North 50°58'23" East 155.23 feet Grid per this description);

thence along the general westerly line of said Parcel North 03°23'50" East 290.32 feet;

thence leaving said westerly line, North 30°49'26" East 125.91 feet to the beginning of a curve concave southeasterly and having a radius of 353.00 feet;

thence northeasterly along said curve an arc length of 45.00 feet, through a central angle of 07°18'14";

thence North 38°07'40" East 99.30 feet to the beginning of a curve, concave southeasterly and having a radius of 58.00 feet;

thence northeasterly along said curve an arc length of 38.87 feet, through a central angle of 38°23'52";

thence non-tangent to said curve North 23°33'42" East 21.22 feet;

thence North 33°46'42" East 87.78 feet to the beginning of a curve, concave southeasterly and having a radius of 1634.00 feet;

thence northeasterly along said curve an arc length of 110.98 feet, through a central angle of 3°53'29";

thence non-tangent to said curve North 85°25'02" East 18.73 feet to the northwest outside corner of a storm drain structure and being the **TRUE POINT OF BEGINNING**;

thence along outside face of said structure the following eight courses:

1) North 74°54'32" East 33.06 feet;
2) thence South 16°17'18" East 51.10 feet;
3) thence North 73°54'32" East 3.06 feet;
4) thence South 16°17'18" East 3.43 feet;
5) thence South 73°54'32" West 39.19 feet:
6) thence North 16°17'18" West 3.43 feet;
7) thence North 73°54'32" East 3.06 feet; and
8) North 16°17'18" West 51.10 feet to the said northwest outside corner of said structure and the **TRUE POINT OF BEGINNING**;

Contains 1,824 Square Feet, 0.041 Acres, more or less.

The Basis of Bearings for this description is based on the California Coordinate System (CCS83), Zone VI, Nad 83, OCS (2017.5) Epoch Adjustment, as determined locally by a line between Continuous Global Positioning Stations (CGPS) SBCC & LGWD being North 43°43'27.18" West derived from coordinates published by the California Spatial Reference Center (CSRC).

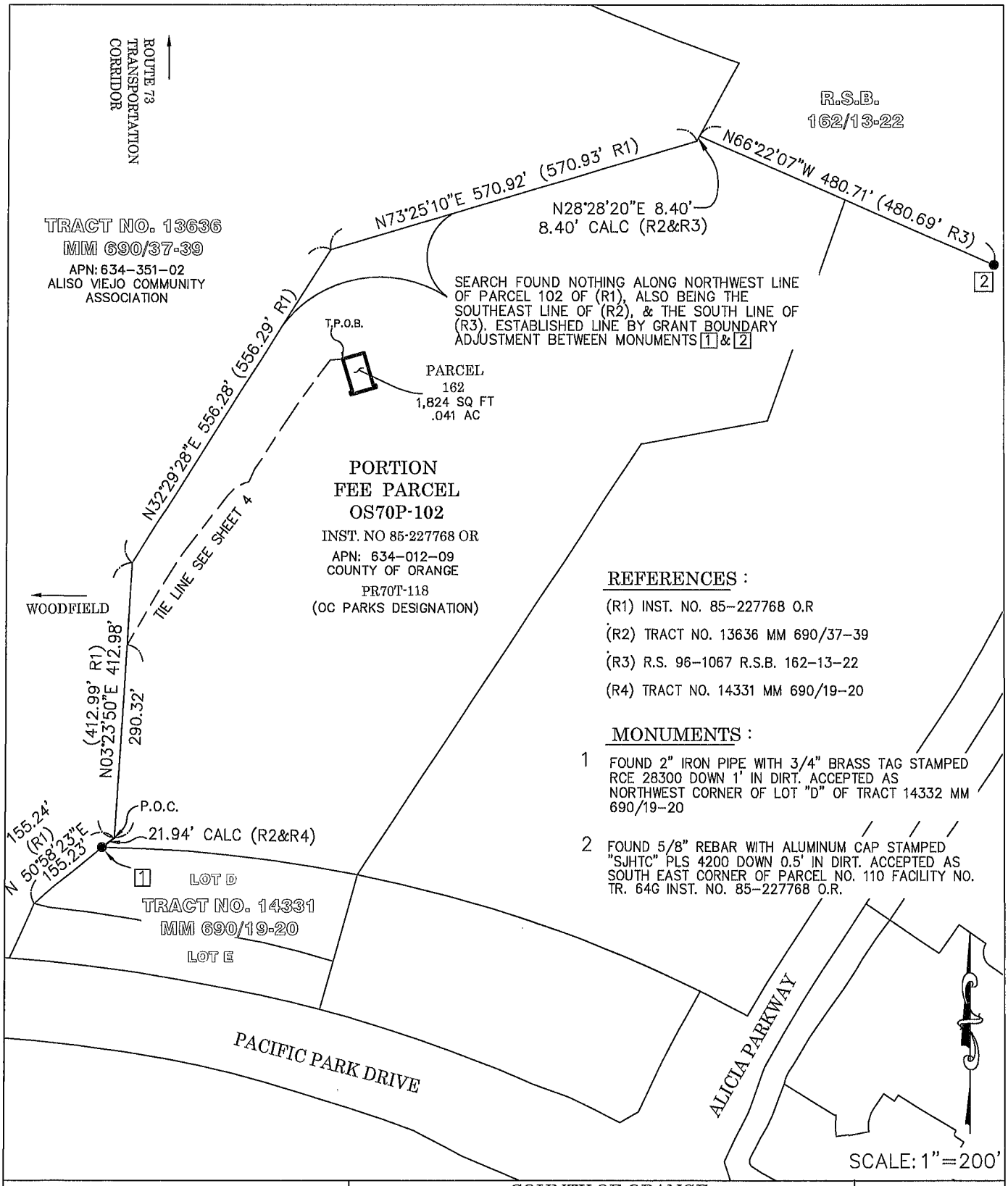
All distances shown are grid, unless otherwise noted.
To obtain a ground distance, divide grid distance by 0.99995166.
All record distances are per record document.

See EXHIBIT B attached hereto and by this reference made a part hereof.

Date: 09-25-2023

Michael Kubisty. PLS 8036





BOUNDARY CONTROL	COUNTY OF ORANGE OC PUBLIC WORKS/OC SURVEY/FIELD SERVICES	
TO ACCOMPANY LEGAL DESCRIPTION. PR70T-162	ALISO WOOD CANYONS STORM DRAIN	
	DATE: 09/25/2023	
	DRAWN BY: M. KUBISTY, PLS	
	CHECKED BY: J. MORENO, PLS	
	W.O. # EF21366 FILE: NO.2223PW--ALISO WOODS S.D.	SHEET 3 OF 5

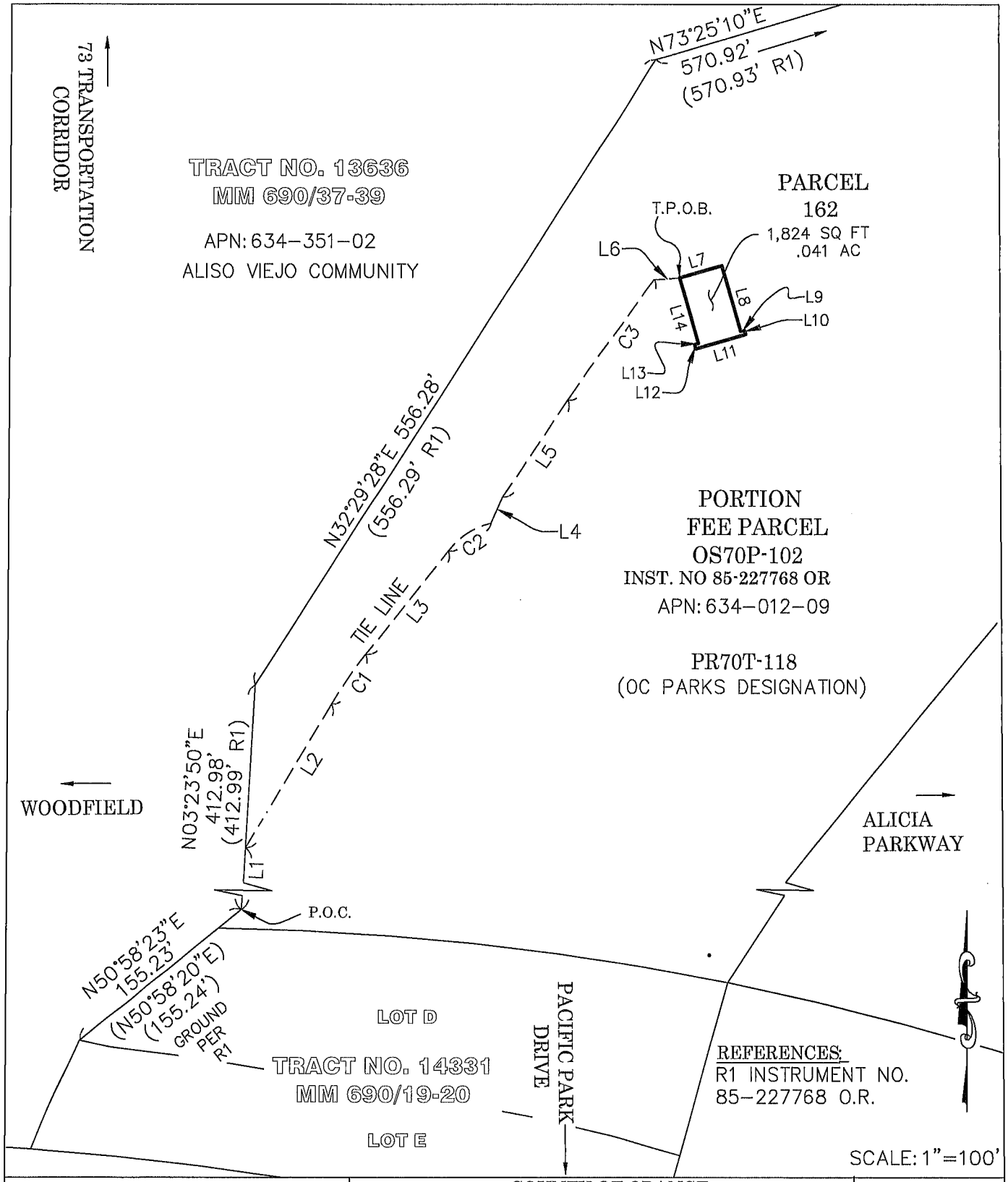


EXHIBIT B	COUNTY OF ORANGE OC PUBLIC WORKS/OC SURVEY/FIELD SERVICES	
TO ACCOMPANY LEGAL DESCRIPTION. PR70T-162	ALISO WOOD CANYONS STORM DRAIN	
	DATE: 09/25/2023	
	DRAWN BY: M. KUBISTY, PLS	
	CHECKED BY: J. MORENO, PLS	
	W.O. # EF21366 FILE: NO.2223PW-ALISO WOODS S.D.	SHEET 4 OF 5

LINE TABLE		
LINE #	BEARING	MEASURED DISTANCE
L1	N03°23'50"E	290.32'
L2	N30°49'26"E	125.91'
L3	N38°07'40"E	99.30'
L4	N23°33'42"E	21.22'
L5	N33°46'42"E	87.78'
L6	N85°25'02"E	18.73'
L7	N73°54'32"E	33.06'
L8	S16°17'18"E	51.10'
L9	N73°54'32"E	3.06'
L10	S16°17'18"E	3.43'
L11	S73°54'32"W	39.19'
L12	N16°17'18"W	3.43'
L13	N73°54'32"E	3.06'
L14	N16°17'18"W	51.10'

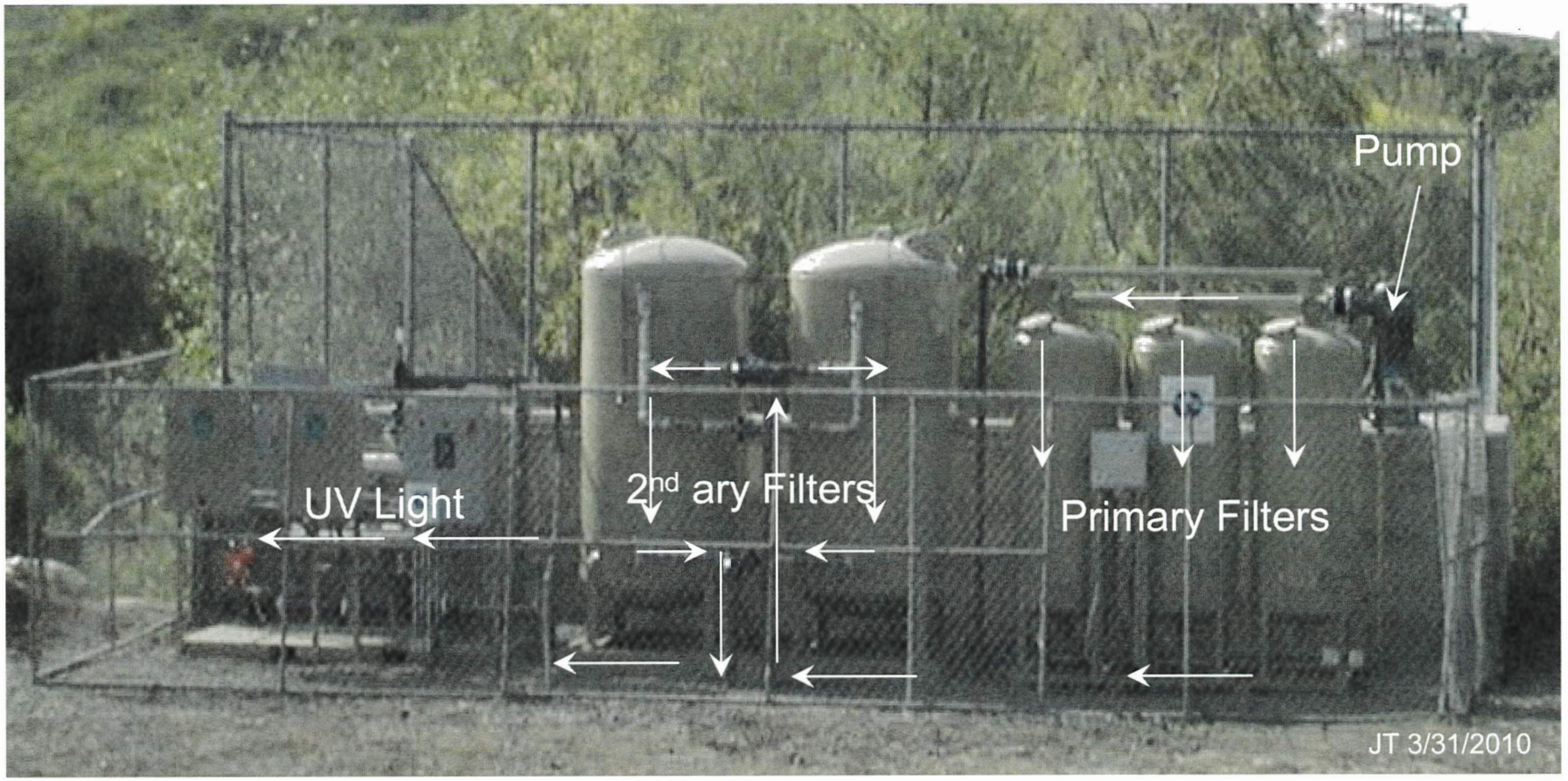
CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	7°18'14"	353.00'	45.00'
C2	38°23'52"	58.00'	38.87'
C3	3°53'29"	1634.00'	110.98'

LINE & CURVE TABLES	COUNTY OF ORANGE OC PUBLIC WORKS / OC SURVEY / FIELD SERVICES	
PR70T-162	ALISO WOOD CANYONS STORM DRAIN	
	DATE	09/25/2023
	DRAWN BY:	M. KUBISTY, PLS
	CHECKED BY:	J. MORENO, PLS
	W.O. # EF21366 FILE: NO.2223PW–ALISO WOODS S.D.	SHEET 5 OF 5

Exhibit C

J01P28

Springdale Drain Water Quality Control Facility



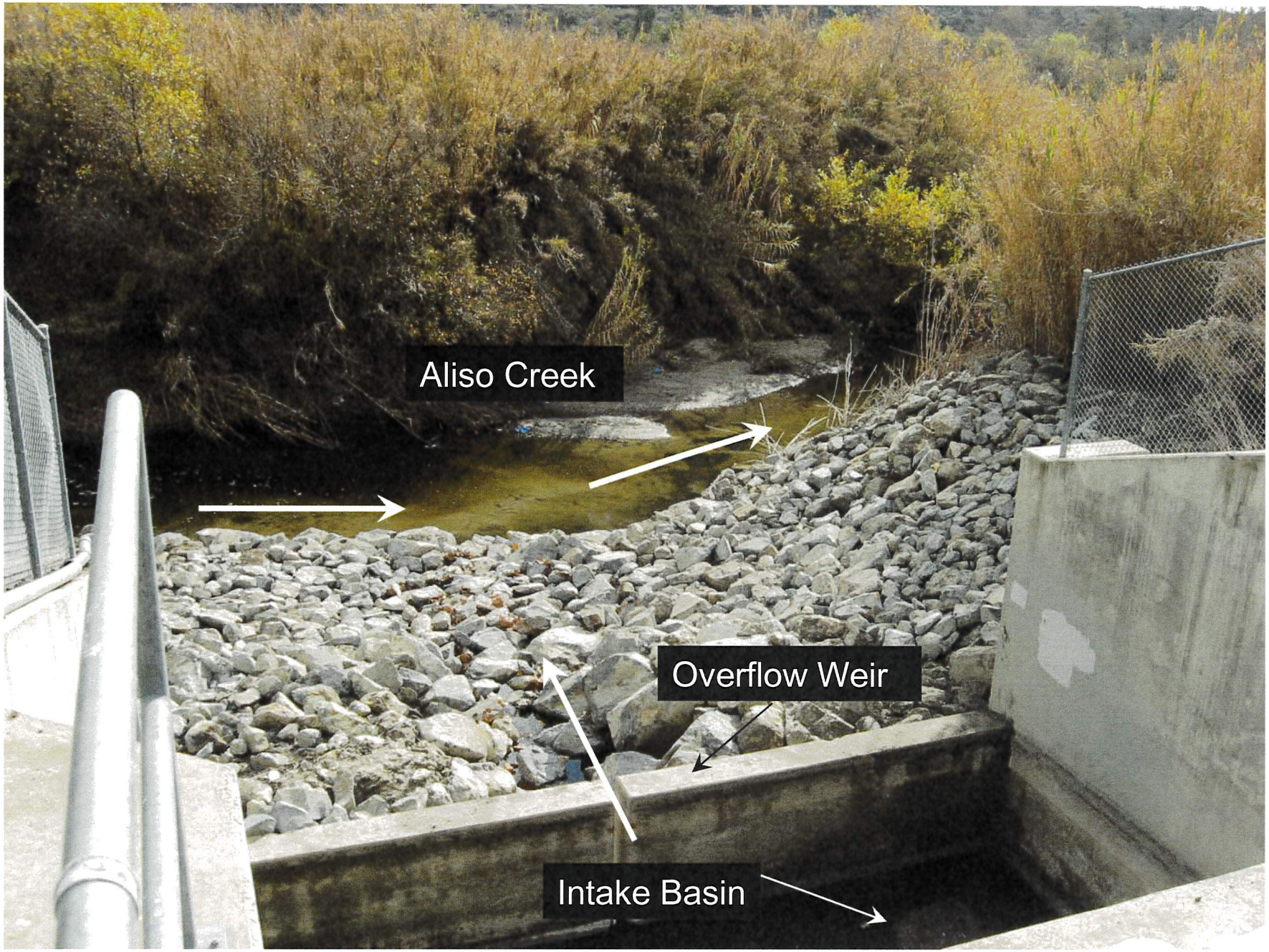
Aliso Creek Treatment System


J01P28
Project Site
Aliso Creek
J01P28
San Joaquin Hills Transportation Corridor (Toll road)
Aliso Creek Riding and Hiking Trail
Park Ave
Ramona St
Willowood
Laurel Mont
Laurelhurst Dr
73
Whitefoss Way
Tulip Pl
Trillium Pl
Spring
Autumngien
Brayton Ln
Meadowbrook
Mayfair
Woodfield
Music Ln
Alicia Pkwy
Abbeywood Ln
Bramford St
Hampton Ln
Creekside
Morning Ridge
La Paz Rd


J01P28 Water Quality
BMP Facility
Energy Dissipater:
Impact Basin
Aliso Creek

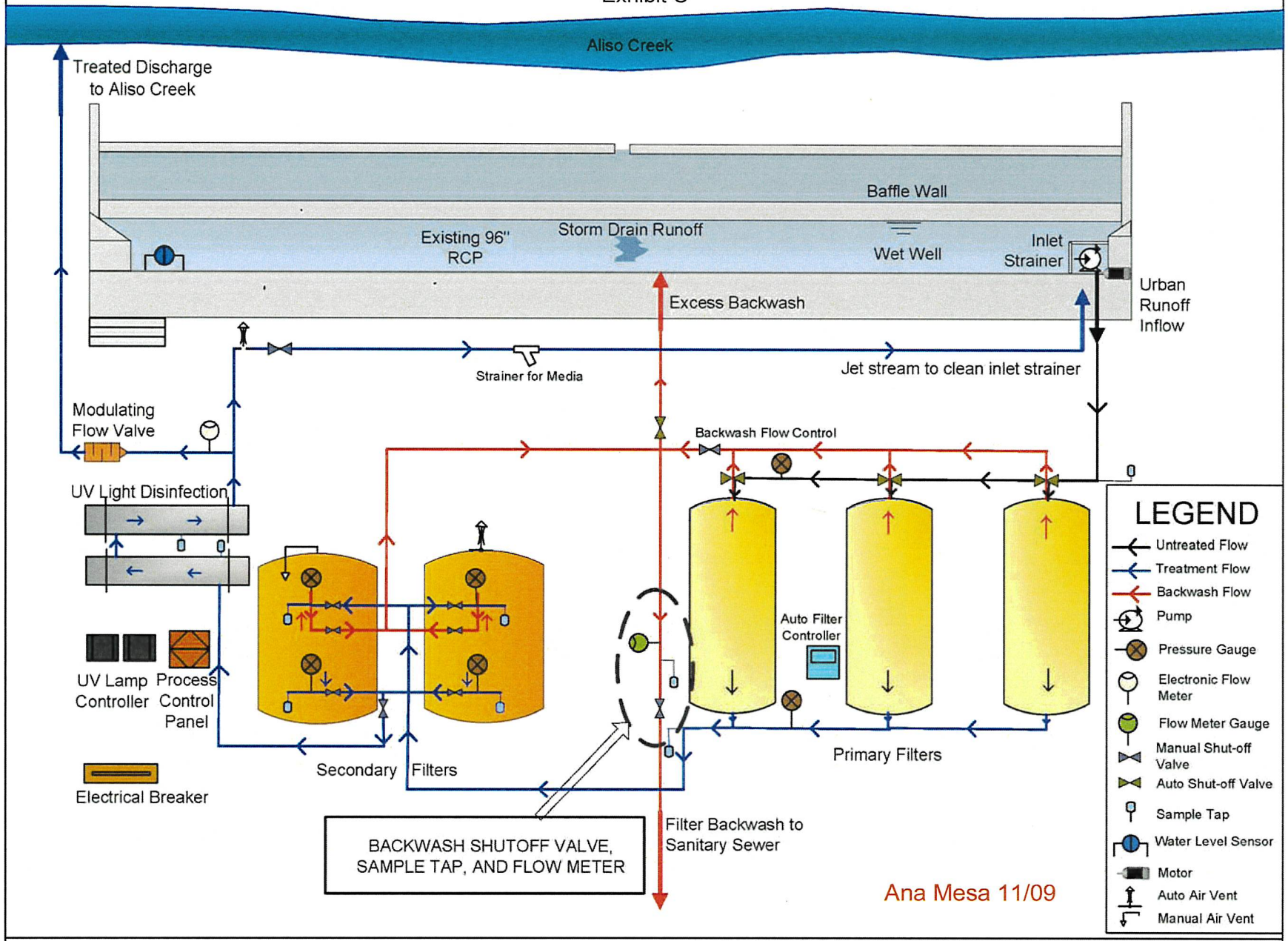

J01P28 Water Quality
BMP Facility
Energy Dissipater:
Impact Basin
Aliso Creek


Impact Basin Baffle
Impact Basin Floor /
Intake Basin


Aliso Creek
Overflow Weir
Intake Basin

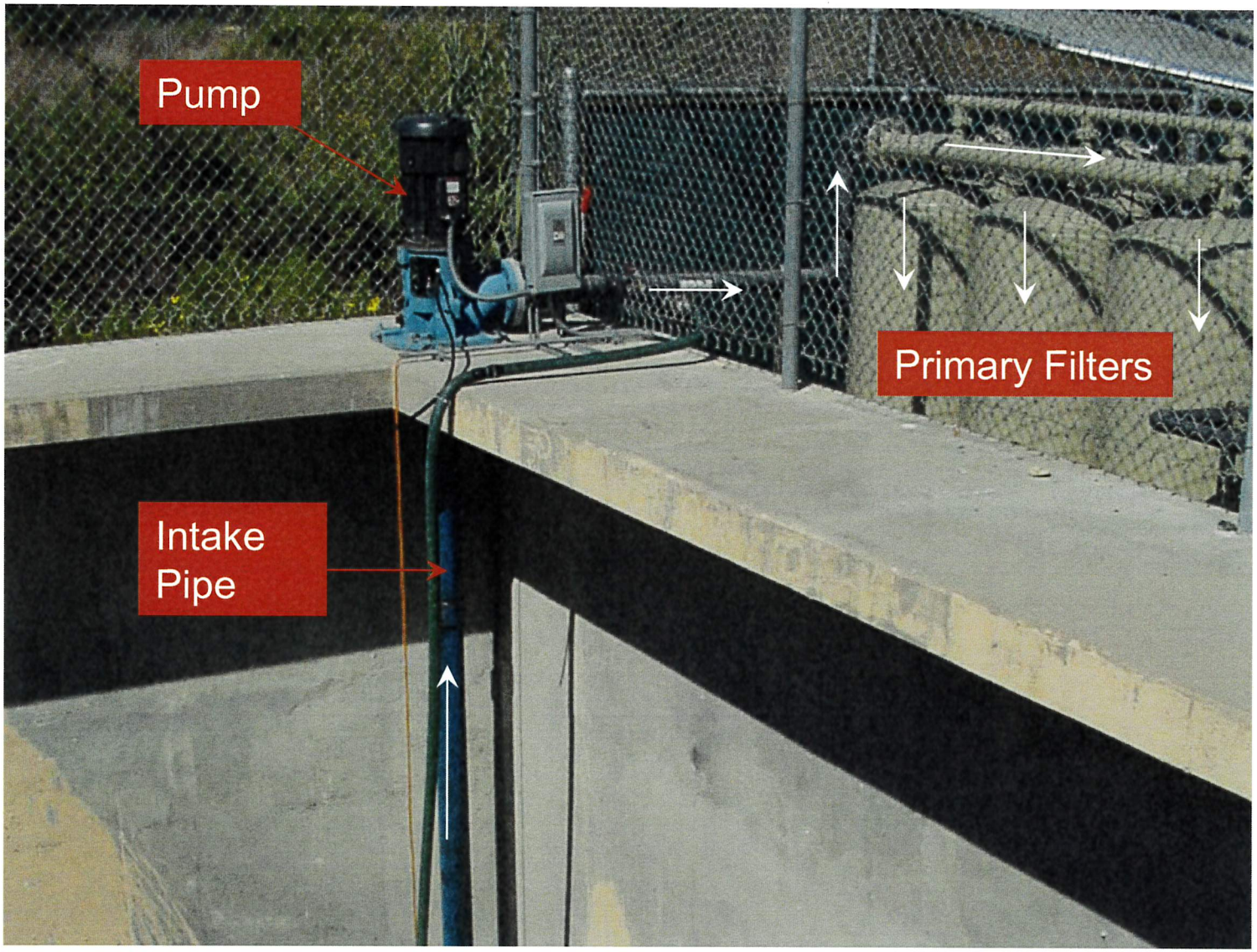
BMP Schematic Diagram

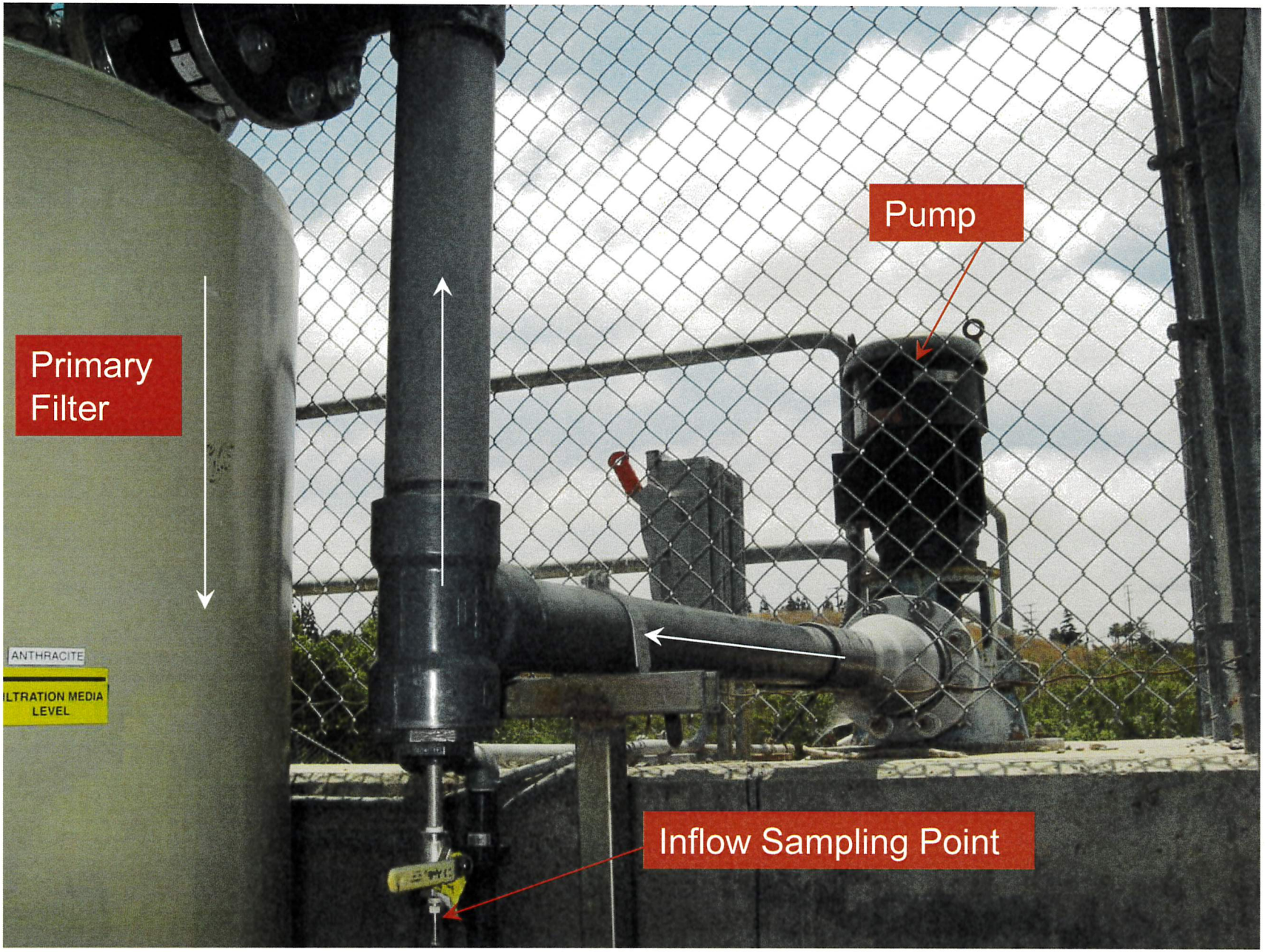
Exhibit C

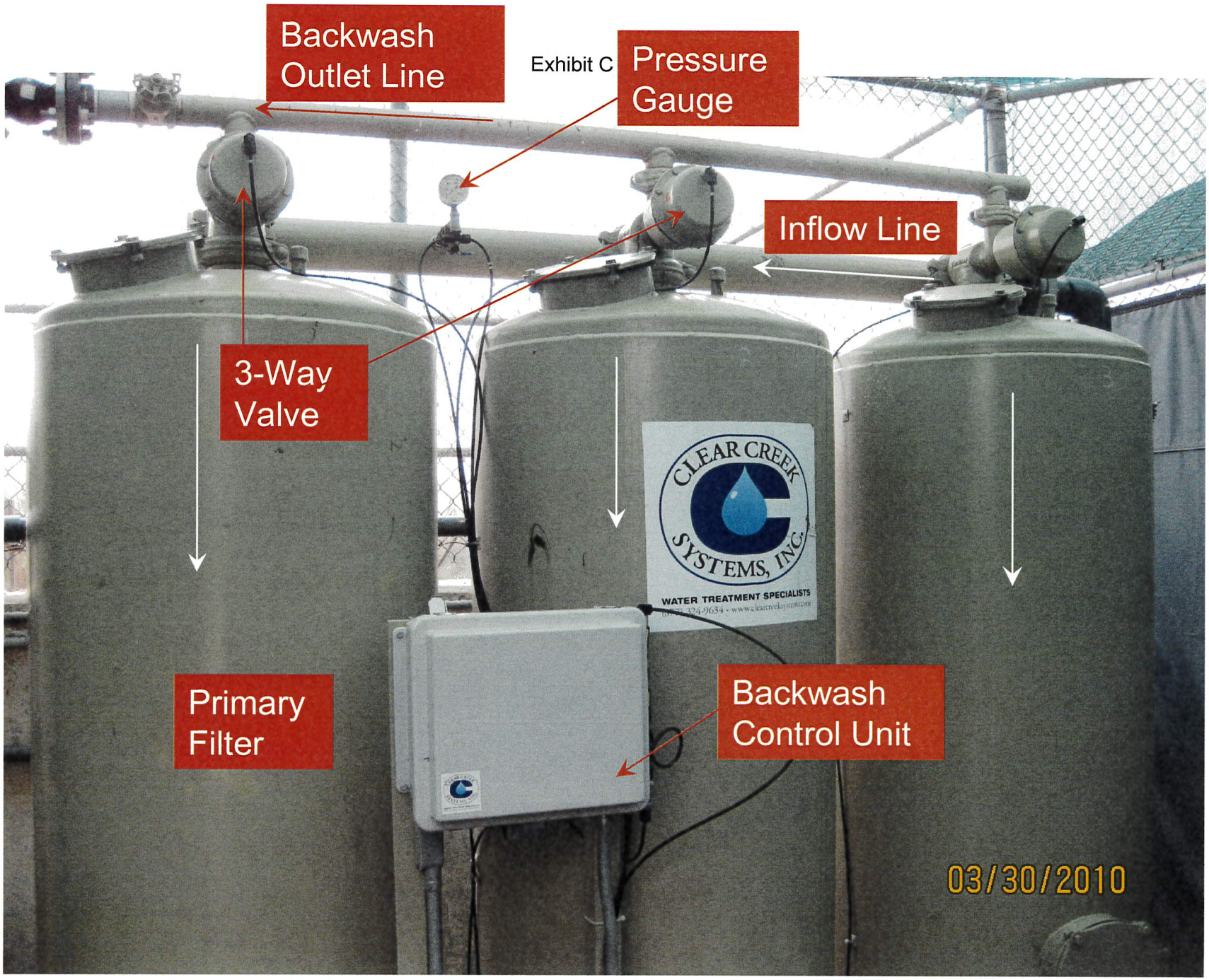


TITLE: ALISO CREEK (JO1 P28) TREATMENT SYSTEM SCHEMATIC

ATTACHMENT B


Pump
Primary Filters
Intake
Pipe


Primary Filter
Pump
Inflow Sampling Point
ANTHRACITE
ILTRATION MEDIA LEVEL


Backwash Outlet Line
Exhibit C
Pressure Gauge
Inflow Line
3-Way Valve
CLEAR CREEK SYSTEMS, INC.
WATER TREATMENT SPECIALISTS
Primary Filter
Backwash Control Unit
03/30/2010

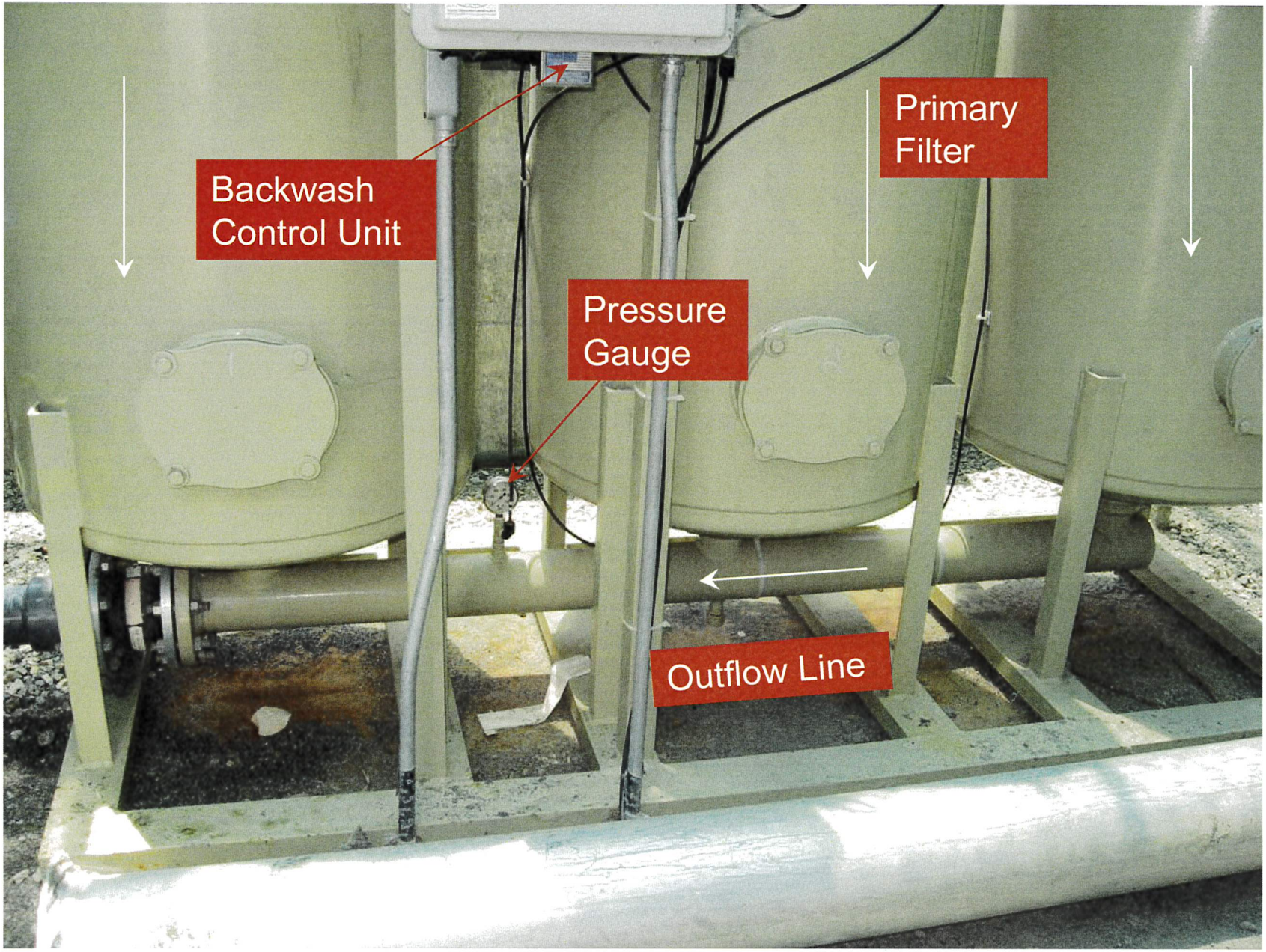
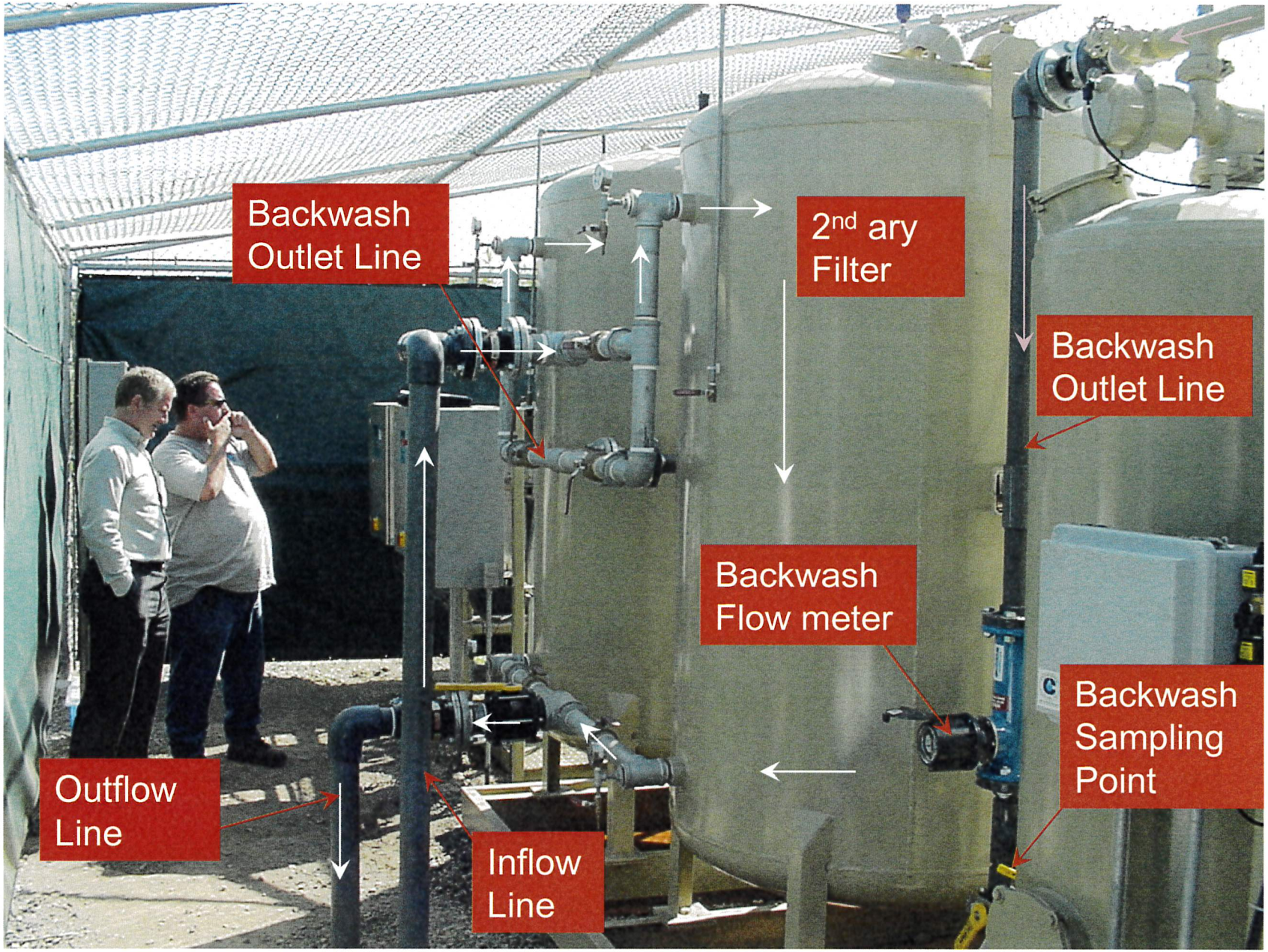
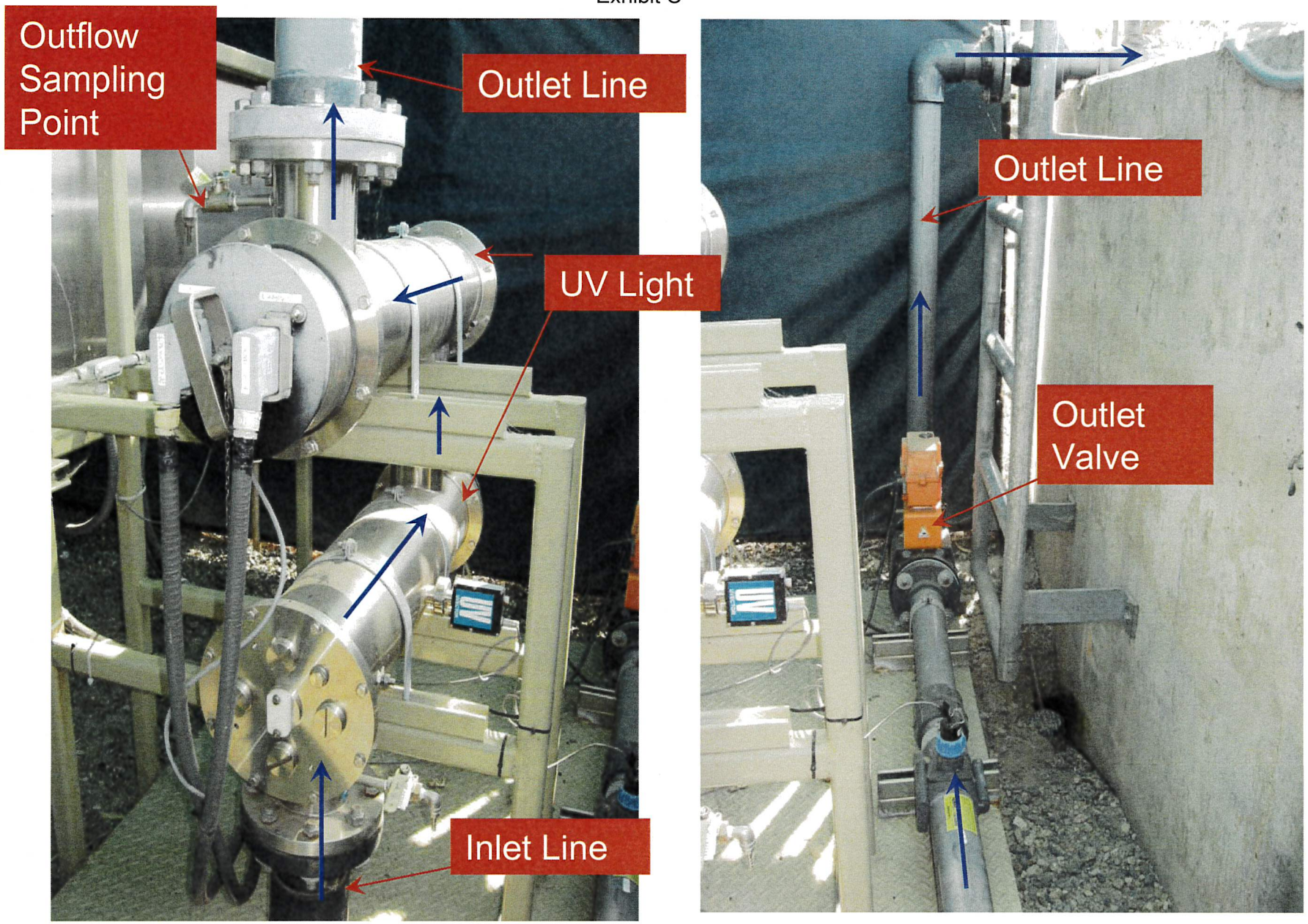
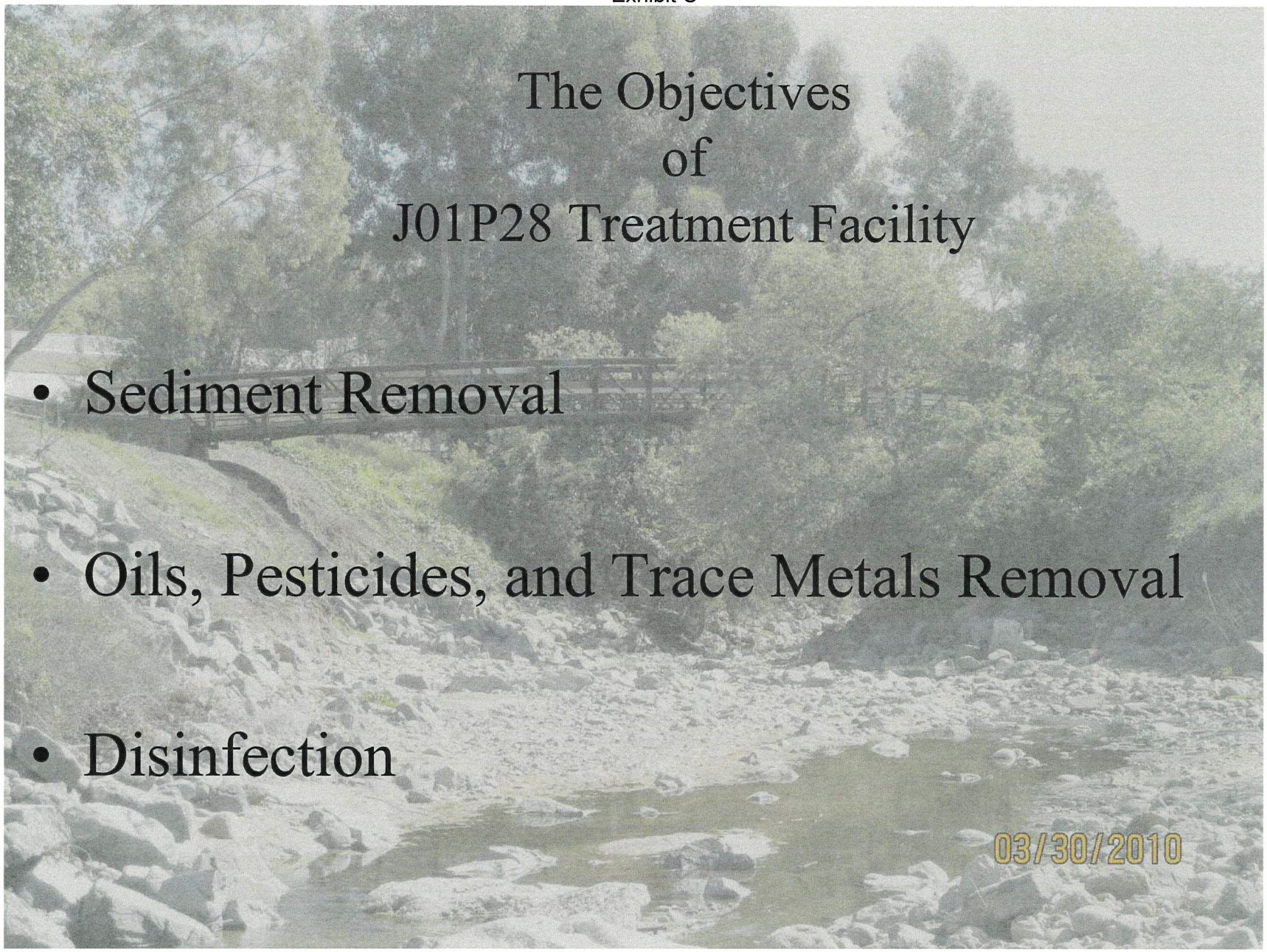

Backwash
Control Unit
Primary
Filter
Pressure
Gauge
Outflow Line

Exhibit C


Backwash Outlet Line
2nd ary Filter
Backwash Outlet Line
Backwash Flow meter
Backwash Sampling Point
Outflow Line
Inflow Line


Outflow Sampling Point
Outlet Line
UV Light
Inlet Line
Outlet Line
Outlet Valve


The Objectives
of
J01P28 Treatment Facility
• Sediment Removal
• Oils, Pesticides, and Trace Metals Removal
• Disinfection
03/30/2010

RECORDED AT THE REQUEST OF AND WHEN RECORDED MAIL TO:

City Engineer
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656-5335

Mail Tax Statements as shown above

THIS SPACE FOR RECORDER'S USE ONLY

APN: 634-012-09 (portions of)

DOCUMENTARY TRANSFER TAX $ _____

__ Computed on the consideration or value of property conveyed
__ Exempt per Revenue & Taxation Code Section 11922
X Exempt from Recording Fees per Govt. Code Section 27383

☐ Unincorporated Area
☒ Incorporated - City of Aliso Viejo

Facility: Aliso / Wood Canyons Regional Park
Facility No: PR70T
Parcel No: 160 and 161

EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged, the

COUNTY OF ORANGE,
a political subdivision of the State of California,
hereinafter referred to as "**COUNTY**,"

does hereby grant to

CITY OF ALISO VIEJO,
a municipal corporation,
hereinafter referred to as "**GRANTEE**," its, successor and assigns,

a non-exclusive easement in, on, over, upon and across that certain real property identified as Parcel 161 (hereinafter referred to as "**Easement Area**") described in "**Exhibit A**," and illustrated in "**Exhibit B,**" which exhibits are attached hereto and made a part hereof. COUNTY and GRANTEE, may sometimes hereinafter be individually referred to as "**Party**" or jointly as "**Parties**".

GRANTEE'S rights shall include rights to construct, repair, operate and maintain an existing urban runoff treatment facility which consists of primary and secondary media filtration, ultra violet light system for bacteria disinfection, an energy dissipater, and appurtenances, hereinafter referred to as ("**Facilities**") and shall include a non-exclusive ingress/egress access easement over, upon and across Parcel 160 ("**Access Easement**") also described in Exhibit A, and illustrated in Exhibit B, which exhibits are attached hereto and made a part hereof, for the purpose of exercising the rights herein granted.

It is understood and agreed by the Parties hereto and their successors and assigns that the easement and right

of way herein granted in this easement deed ("**Easement Deed**") shall be subject to the following terms, conditions, and reservations:

1. USE

GRANTEE'S rights over Parcel 160 and Parcel 161 shall comply with the following conditions:

- It should be noted that the Access Easement that runs adjacent to the Facility is an active trail and not a service road. Therefore, any access to the Facility shall keep trail user safety and trail condition in mind.
- Maintenance vehicles shall observe the speed limit of 10MPH on the Access Easement and shall use hazards or warning lights. Excavator vehicles with tracks on them shall be prohibited on the Access Easement. Any damage to the Access Easement via Facility access shall be noted and repaired in-kind by GRANTEE to better than previous conditions. Use of the Access Easement shall comply with the standard Trail Provisions attached as Exhibit C;
- Parking on the Access Easement area shall be prohibited;
- In addition to any approvals required by the COUNTY'S Director OC Public Works, or designee, any work to the Easement Area and Access Easement will require approval in advance by OC Parks;
- The Easement Area and Access Easement shall be kept clear of weeds. At all times, GRANTEE shall abide by the attached invasive weed management Best Management Practices (BMPs) attached as Exhibit D. Quarterly weed surveys shall be conducted. Rodenticide shall not be used;
- All weed control efforts must be performed in accordance with the OC Parks Integrated Pest Management (IPM) Plan attached as Exhibit E and current OC Parks weed treatment practices and so must be conducted via manual or mechanical means;
- Any proposed vegetation removal shall be reviewed by OC Parks in advance of the proposed removal and shall adhere to wildlife agency regulations, the Migratory Bird Treaty Act (MBTA), and OC Parks Vegetation Management and Nesting Bird Protocol BMPs attached as Exhibit F;
- Driving or passage over vegetation is not permitted along the Easement Area and/or Access Easement area; access shall be limited to the Access Easement;
- Any graffiti painted onto the existing Facility shall be removed by GRANTEE within 48 hours;
- Existing signage at the Facility must be updated to reflect pertinent City contact information. Signage shall be reviewed to the satisfaction of OC Parks.
- GRANTEE shall post additional 'No Trespassing' signs, which shall be reviewed and installed to the satisfaction of OC Parks.

2. CONSTRUCTION AND MAINTENANCE (PMES2.1S)

GRANTEE shall have all construction and/or maintenance plans approved in writing by COUNTY'S Director OC Public Works, or designee, (hereinafter referred to as "**Director**") prior to commencement of

any work in, on or about the Easement Area; and upon completion of any such work, GRANTEE shall immediately notify Director in writing of such completion.

Director's approval of GRANTEE'S construction and/or maintenance plans shall not be deemed approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. COUNTY is not responsible for permitting of any construction and/or maintenance, design, assumptions or accuracy of GRANTEE'S construction and/or maintenance plans. Director will rely on the professional expertise of the Engineer of Record when approving GRANTEE'S construction and/or maintenance plans.

Should it be necessary for GRANTEE to conduct any construction or excavation activities or otherwise disturb the surface of the Easement Area subsequent to the completion of the initial installation of GRANTEE'S Facilities, GRANTEE agrees to notify Director in writing sixty (60) days in advance of such planned activities, obtain Director's written approval of all plans and obtain a County Property Permit for construction, from COUNTY with payment of normal processing fees therefor and shall provide evidence of adequate insurance coverage prior to the commencement of any such activities. Said approval shall not be withheld unreasonably, nor shall said approval be necessary in any emergency situation or in conducting routine maintenance activities which do not involve disturbance of the surface area. GRANTEE further agrees that any excavation shall be made in such a manner as will cause the least injury to the surface of the ground and any improvements and/or landscaping around such excavation, and that the earth so removed shall be replaced and the surface of the ground and any improvements and/or landscaping around such excavation, damaged shall be promptly restored by GRANTEE at its expense to the same condition as existed prior to excavation, to Director's satisfaction.

GRANTEE shall, at no cost to COUNTY, maintain in good repair and in safe condition all GRANTEE Facilities constructed, used, or placed upon the Easement Area by, or on behalf of, GRANTEE pursuant to this Easement Deed.

3. REMOVAL AND/OR ABANDONMENT (PMES3.1S)

GRANTEE agrees that in the event (a) GRANTEE'S Facilities are no longer required, or (b) GRANTEE'S use of said Facilities ceases for a continuous period of more than one (1) year without written notice from GRANTEE to COUNTY of the circumstances affecting such suspension and of GRANTEE'S intention to resume usage of the Facilities, GRANTEE shall, at Director's request and at no cost to COUNTY, remove and/or abandon said Facilities within ninety (90) days after receipt of written notice from Director to remove and/or abandon. Following such removal and/or abandonment, GRANTEE shall, at no cost to COUNTY, restore the Easement Area to the condition that existed prior to the granting of this Easement Deed, to Director's satisfaction.

GRANTEE shall also execute and deliver to Director, within ninety (90) days of such removal and/or abandonment, for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Easement Deed from title.

4. RELOCATION (PMES4.1S)

GRANTEE agrees that in the event GRANTEE'S Facilities shall at any time interfere with the operation, maintenance, replacement, or improvement of COUNTY'S property as determined by Director, GRANTEE shall, within ninety (90) days of receipt of written notice from Director, relocate at GRANTEE'S expense GRANTEE'S Facilities to a site designated by Director. All other terms and conditions of this Easement Deed shall remain the same.

5. COMPLIANCE WITH REGULATORY AUTHORITIES (PMES6.1S)

The Easement Area and any Facilities are, or will be, located within and/or adjacent to an environmental mitigation site subject to a recorded "Declaration of Restrictive Covenant" for the Aliso Creek Restoration project, an environmentally protected area ("**Restrictive Covenant**"). The U.S. Army Corps of Engineers, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, and the State Water Resources Control Board have jurisdiction and rights to enforce the terms of the Restrictive Covenant. The Easement Area and Facilities will be listed as improvements within the Restrictive Covenant that are identified not to interfere or conflict with the Restrictive Covenant. In addition to complying with any regulatory authorities who claim competent jurisdiction over the Easement Area and the Facilities, GRANTEE shall comply with the terms and conditions of this section to ensure compliance with the Restrictive Covenant and to protect the property that is subject to the Restrictive Covenant. All materials and work related to the facility shall be kept entirely within the Easement Area. Any encroachment outside of the Easement Area is directly impacting the Restrictive Covenant property, and the GRANTEE shall be solely responsible for meeting any related regulatory consequences and/or costs to remediate.

GRANTEE shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits, and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the Easement Area, which arise from GRANTEE'S use of or performance of any activities permitted to be conducted in, on, over, or across the Easement Area.

In addition, GRANTEE shall ensure that all construction in the Easement Area is performed in accordance with any NPDES (National Pollutant Discharge Elimination System) permit requirements or other water quality statutes, regulations, ordinances, or permits applicable to the construction, including but not limited to use of appropriate best management practices, so as to ensure that pollutants are not discharged into the waters of the state.

No approvals or consents given hereunder by COUNTY, as a Party to this Easement Deed, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules or regulations.

6. HOLD HARMLESS (PMES7.1S)

GRANTEE hereby releases and waives all claims and recourse against COUNTY, including the right of contribution for loss of or damage to property, or injury to or death of any person, arising from, growing out of or in any way connected with or related to this Easement Deed, except claims arising from the concurrent active or sole negligence of COUNTY, its officers, agents, employees and contractors.

GRANTEE hereby agrees to indemnify, defend (with counsel approved by COUNTY), and hold harmless, COUNTY, its elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the maintenance, use of, or operations or activities conducted in, on or over the Easement Area, and/or the exercise of the rights under this Easement Deed by GRANTEE, its agents, officers, employees, invitees or licensees including, but not limited to, use of the Easement Area by members of the general public. GRANTEE'S indemnity obligations shall not extend to any liability arising out of the concurrent active or sole negligence of COUNTY, its elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If COUNTY is named as co defendant in a lawsuit, GRANTEE shall notify COUNTY of such fact and shall represent COUNTY in such legal action unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event, GRANTEE shall pay to COUNTY its litigation costs, expenses, and attorneys' fees. If judgment is entered against COUNTY and GRANTEE by a court of competent jurisdiction because of the concurrent active negligence of COUNTY and GRANTEE, COUNTY and GRANTEE agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

GRANTEE acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

> *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

GRANTEE, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this Section.

7. GRANTEE'S LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS (PMES8.1S)

GRANTEE shall not cause or permit any "Hazardous Material," as hereinafter defined, to be brought upon, kept, or used in or about the Easement Area. If GRANTEE breaches the obligations stated herein, or if contamination of the Easement Area by Hazardous Material otherwise occurs for which GRANTEE is legally liable to COUNTY for damage resulting therefrom, then GRANTEE shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its elected or appointed officials, officers, agents, and employees from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Easement Area, sums paid in settlement of claims, attorney fees, consultant fees, and expert witness fees) which arise during or after GRANTEE'S use of the Easement Area as a result of such contamination. This indemnification includes, without limitation, costs incurred by COUNTY in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental entity or agency because of Hazardous Material being present in the soil or ground water under the Easement Area. GRANTEE shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Easement Area to its condition prior to the introduction of such Hazardous Material by GRANTEE, provided GRANTEE shall first have obtained Director's written approval and the approval of any necessary governmental entities or agencies for any such remedial action.

As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste which is or shall become regulated by any governmental entity or agency, including, without limitation, COUNTY acting in its governmental capacity, the State of California, or the United States government.

8. RESERVATIONS (PMES9.1S)

COUNTY hereby reserves for itself and its successors and assigns, such surface, subsurface and aerial rights in the Easement Area as will not unreasonably interfere with or prohibit the use by GRANTEE of the rights and easement herein granted.

9. CONVEYANCE SUBJECT TO EXISTING INTERESTS (PMES10.1S)

This Easement Deed is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect the Easement Area, and the use of the word "grant" herein shall not be construed as a covenant against the existence of any thereof.

Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance to GRANTEE of rights in the Easement Area which exceed those owned by COUNTY, or any representation or warranty, either express or implied, relating to the nature or condition of the Easement Area or COUNTY'S interest therein.

10. TAXES AND ASSESSMENTS (PMES11.2S)

This Easement Deed may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Easement Area or upon fixtures, equipment, or other property installed, constructed or used by GRANTEE thereon in connection with this Easement Deed, shall be the full responsibility of GRANTEE, and GRANTEE shall cause said taxes and assessments to be paid promptly when due.

11. NOTICES (PMES12.1S)

All notices, documents, correspondence and communications concerning this Easement Deed shall be addressed as set forth in this Section, or as the Parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered twenty-four (24) hours after mailing. Each Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

Notwithstanding the above, either Party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by facsimile and so given shall be deemed to have been given upon receipt if provided by personal delivery; or if by facsimile on the day transmitted provided transmitted by 4:30 P.M. (PT) on the receiving Party's regular business day, otherwise delivery shall be deemed to have been given on the next business day.

To COUNTY:

County of Orange
c/o CEO/Real Estate
RE: Facility PR70T / Parcel No's 160 &161
P.O. Box 4048
Santa Ana, CA 92702-4048

To GRANTEE:

City Engineer
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656-5335

12. VENUE (PMES13.1S)

The Parties hereto agree that this Easement Deed has been negotiated and executed in the state of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Easement Deed, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Orange, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

13. WAIVER OF RIGHTS (PMES14.1S)

The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of this Easement Deed shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Easement Deed thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Easement Deed.

14. SEVERABILITY (PMES15.1S)

If any term, covenant, condition, or provision of this Easement Deed is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15. ATTORNEY FEES (PMES16.1S)

In any action or proceeding brought to enforce or interpret any provision of this Easement Deed, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs.

16. SUCCESSORS AND ASSIGNS (PMES18.1S)

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

COUNTY

Approved as to Form

Office of the County Counsel
County of Orange, California

By: _____
Deputy

Date: _____

County of Orange,
a political subdivision of the State of California

By: _____
Chairman of the Board of Supervisors
County of Orange, California

Date: _____

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535

_____
Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Orange

On _____, 20 ____ before me, _____, personally
(insert name/title of the officer)

appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Approved as to Form:

By: _____
(insert name)
City Attorney

Date: _____

GRANTEE

City of Aliso Viejo,
a municipal corporation

By: _____
.
.

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Orange

On _____, 20 ____ before me, _____, personally
(insert name/title of the officer)

appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE
(City of Aliso Viejo to insert)

EXHIBIT A

LEGAL DESCRIPTION

ALISO/ WOOD CANYONS REGIONAL PARK
Facility No.: PR70T
Parcel No's.: 160 & 161

Parcel 160:

The land referred to herein is situated in the City of Aliso Viejo, County of Orange, State of California over a portion of Parcel OS70P-102 described in Resolution No. 85-582, recorded June 21, 1985, as Instrument No. 85-227768 of Official Records, in the office of the County Recorder of said county and is described as follows:

COMMENCING at the northeasterly terminus of that certain course described as North 50°58'20" East 155.24 feet on the general westerly line of said Parcel (North 50°58'23" East 155.23 feet Grid per this description);

thence along the general westerly line of said Parcel North 03°23'50" East 290.32 feet to the **TRUE POINT OF BEGINNING;**

thence leaving said westerly line North 30°49'26" East 125.91 feet to the beginning of a curve concave southeasterly and having a radius of 353.00 feet;

thence northeasterly along said curve an arc length of 45.00 feet, through a central angle of 07°18'14";

thence North 38°07'40" East 99.30 feet to the beginning of a curve, concave southeasterly and having a radius of 58.00 feet;

thence northeasterly along said curve an arc length of 38.87 feet, through a central angle of 38°23'52";

thence non-tangent to said curve North 23°33'42" East 21.22 feet;

thence North 33°46'42" East 87.78 feet to the beginning of a curve, concave southeasterly and having a radius of 1634.00 feet;

thence northeasterly along said curve an arc length of 110.98 feet, through a central angle of 3°53'29", to the beginning of a compound curve, concave southeasterly and having a radius of 317.00 feet, said point of compound curve also hereinafter referred to as "Station A";

thence northeasterly along said curve, an arc length of 85.83 feet, through a central angle of 15°30'50";

thence radial to said curve North 36°48'59" West 14.00 feet to the intersection with a concentric curve, concave southeasterly and having a radius of 331.00 feet;

thence southwesterly along said curve an arc length of 89.62 feet, through a central angle of 15°30'50", to the beginning of a compound curve, concave southeasterly and having a radius of 1648.00 feet;

thence southwesterly along said curve an arc length of 111.93 feet, through a central angle of 03°53'29";

thence South 33°46'42" West 87.85 feet;

thence South 37°52'49" West 15.60 feet to the beginning of a non-tangent curve, concave southeasterly and having a radius of 76.00 feet, a radial bearing through said beginning bears North 20°12'18" West;

thence southwesterly along said curve an arc length of 42.01 feet, through a central angle of 31°40'02";

thence South 38°07'40" West 99.30 feet to the beginning of a curve, concave southeasterly and having a radius of 371.00 feet;

thence southwesterly along said curve an arc length of 47.29 feet, through a central angle of 07°18'14";

thence South 30°49'26" West 91.23 feet to a point in the general westerly line of said Parcel 102;

thence along the general westerly line of said Parcel 102 South 03°23'50" West 39.08 feet to the **TRUE POINT OF BEGINNING.**

Contains 9,627 Square Feet, 0.221 Acres, more or less.

Parcel 161:

The land referred to herein is situated in the City of Aliso Viejo, County of Orange, State of California over a portion of Parcel OS70P-102 described in Resolution No. 85-582, recorded June 21, 1985, as Instrument No. 85-227768 of Official Records, in the office of the County Recorder of said county and is described as follows:

Beginning at the aforementioned "Station A";

thence South 13°41'57" East 99.77 feet;

thence North 80°34'14" East 92.32 feet;

thence North 08°29'25 West 88.49 feet;

thence North 36°48'59" West 67.88 feet to the beginning of a non-tangent curve, concave southeasterly and having a radius of 317.00 feet, a radial bearing through said beginning bears North 36°48'59" West;

thence southwesterly along said curve, an arc length of 85.83 feet, through a central angle of 15°30'50" to the point of beginning.

Contains 12,110 Square Feet, 0.278 Acres, more or less.

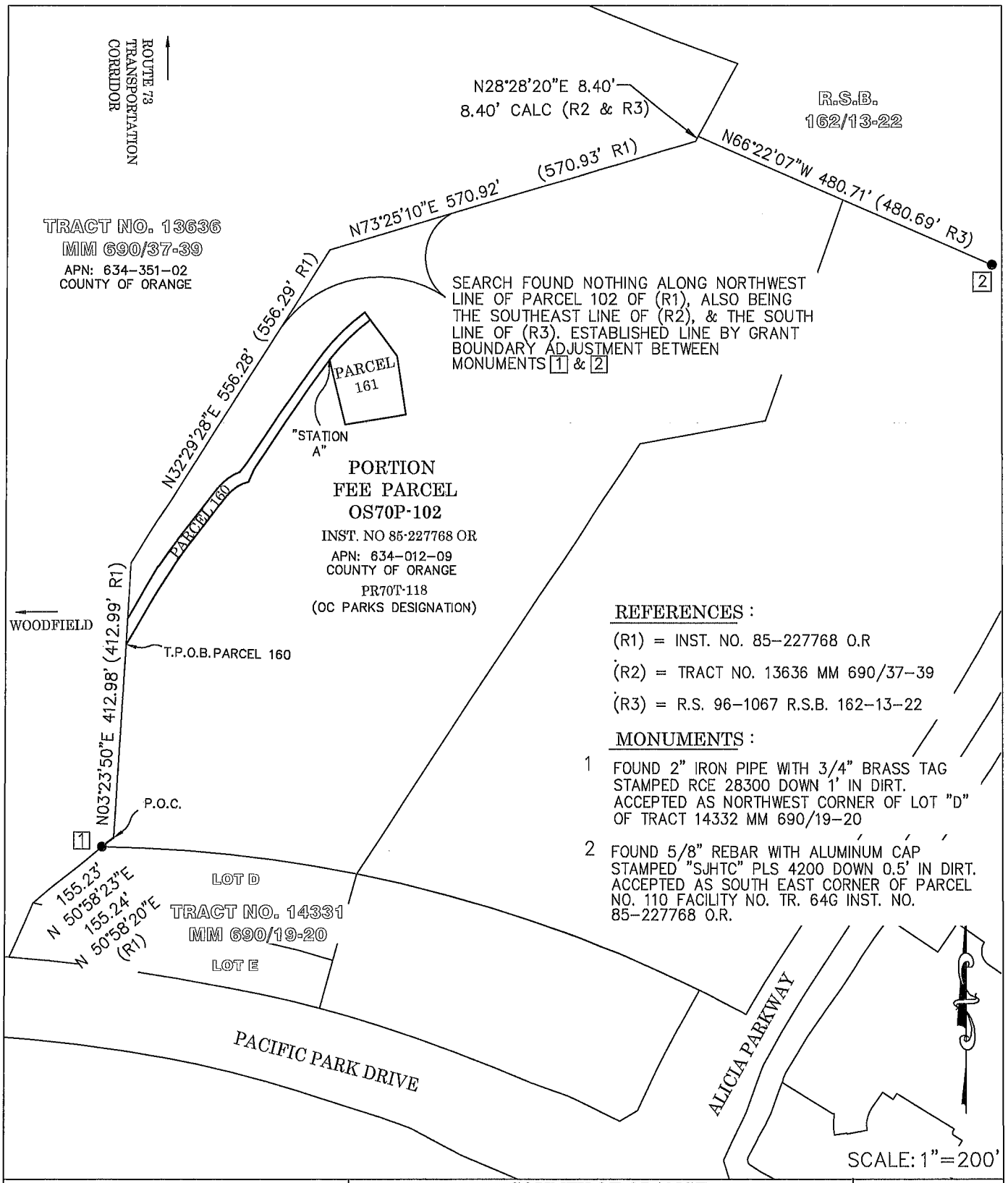
The Basis of Bearings for this description is based on the California Coordinate System (CCS83), Zone VI, Nad 83, OCS (2017.5) Epoch Adjustment, as determined locally by a line between Continuous Global Positioning Stations (CGPS) SBCC & LGWD being North 43°43'27.18" West derived from coordinates published by the California Spatial Reference Center (CSRC).

All distances shown are grid, unless otherwise noted.
To obtain a ground distance, divide grid distance by 0.99995166.
All record distances are per record document.

See EXHIBIT B attached hereto and by this reference made a part hereof.

Date: 09-25-2023





BOUNDARY CONTROL	COUNTY OF ORANGE OC PUBLIC WORKS/OC SURVEY/FIELD SERVICES	
TO ACCOMPANY LEGAL DESCRIPTION. PR70T-160, & 161	ALISO WOOD CANYONS STORM DRAIN	
	DATE: 09/25/2023	
	DRAWN BY: M. KUBISTY, PLS	
	CHECKED BY: J. MORENO, PLS	
	W.O. # EF21366 FILE: NO.2223PW-ALISO WOODS S.D.	SHEET 4 OF 6

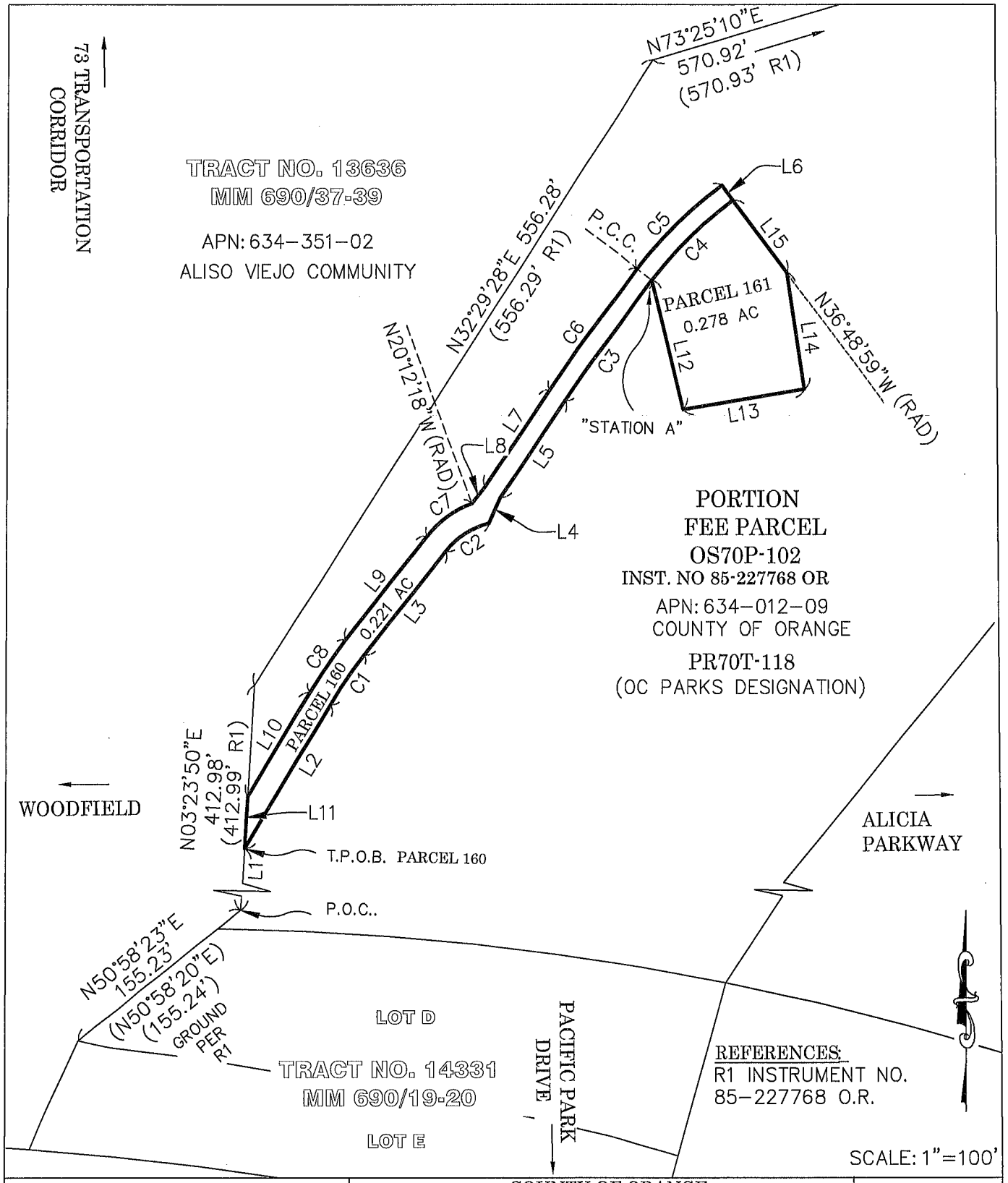


EXHIBIT B	COUNTY OF ORANGE OC PUBLIC WORKS/OC SURVEY/FIELD SERVICES	
TO ACCOMPANY LEGAL DESCRIPTION. PR70T-160, & 161	ALISO WOOD CANYONS STORM DRAIN	
	DATE: 09/25/2023	
	DRAWN BY: M. KUBISTY, PLS	
	CHECKED BY: J. MORENO, PLS	
	W.O. # EF21366 FILE: NO.2223PW-ALISO WOODS S.D.	SHEET 5 OF 6

LINE TABLE		
LINE #	BEARING	MEASURED DISTANCE
L1	N03°23'50"E	290.32'
L2	N30°49'26"E	125.91'
L3	N38°07'40"E	99.30'
L4	N23°33'42"E	21.22'
L5	N33°46'42"E	87.78'
L6	N36°48'59"W	14.00'
L7	S33°46'42"W	87.85'
L8	S37°52'49"W	15.60'
L9	S38°07'40"W	99.30'
L10	S30°49'26"W	91.23'
L11	S03°23'50"W	39.08'
L12	S13°41'57"E	99.77'
L13	N80°34'14"E	92.32'
L14	N08°29'25"W	88.49'
L15	N36°48'59"W	67.88'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	7°18'14"	353.00'	45.00'
C2	38°23'52"	58.00'	38.87'
C3	3°53'29"	1634.00'	110.98'
C4	15°30'50"	317.00'	85.83'
C5	15°30'50"	331.00'	89.62'
C6	3°53'29"	1648.00'	111.93'
C7	31°40'02"	76.00'	42.01'
C8	7°18'14"	371.00'	47.29'

LINE & CURVE TABLES

PR70T-160, & 161

COUNTY OF ORANGE
OC PUBLIC WORKS / OC SURVEY / FIELD SERVICES

ALISO WOOD CANYONS STORM DRAIN

DATE	09/25/2023
DRAWN BY:	M. KUBISTY, PLS
CHECKED BY:	J. MORENO, PLS

W.O. # EF21366 FILE: NO.2223PW–ALISO WOODS S.D.

SHEET 6 OF 6

OC parks.com ORANGE COUNTY
Our Community. Our Commitment.

Inspection

SPECIAL PROVISIONS 2024

By acceptance of this permit, permittee agrees to the following:

- Permittee acknowledges that it shall be responsible for obtaining all applicable regulatory permit agreements and satisfying all resource agency requirements. Furthermore, permittee acknowledges that neither the county of orange nor the district shall be co-named in any regulatory permit agreements or obligated to satisfy any of the terms, conditions, provisions, mitigation, or monitoring required by the resource agencies via the regulatory permit agreements. Permittee shall provide OC Parks permit services with copies of all regulatory permit agreements and conditions and maintain copies at the job site for inspection purposes.
- The Permittee will provide at least two weeks prior to construction or event, temporary signs in place to informing the public that construction will take place on trail, bikeway and or open space during such an effective start date to an ending date time and during the construction. The trail/bikeway will remain open to the public at all times unless a detour or road ramp is authorized by Orange County Parks or Orange County Flood Control Permits Department/ Inspection Staff. If a detour or road ramp is required, it shall be reviewed, approved, and authorized by Orange County Parks or Orange County Permits Department/ Inspection Staff before implemented for public use.
- The Permittee will provide a detailed detour plan that will be in compliance with ***Manual on Uniform Traffic Control Devices.*** **MUTCD** defines the standards used by road managers nationwide to install and maintain traffic control devices on all public streets, highways, bikeways, and private roads open to public traffic. The MUTCD is published by the Federal Highway Administration (FHWA) under 23 Code of Federal Regulations (CFR), Part 655, And Subpart F.
- The Permittee shall provide all safety public warning signs that are in compliance with ***Manual on Uniform Traffic Control Devices/*****MUTCD.** Safety devices will be set in place and removed at the end of each workday unless authorized by Inspection Staff. Flagmen will be in place if heavy equipment movement takes place on trail/bikeway for the safety of the public. Any open trenches will be properly fenced off or securely covered for public safety at all times unless authorized by Orange County Parks or Orange County Public Works Inspection Staff. Equipment or material will not be staged or stored overnight on or near Orange County Parks and/or Orange County Flood Control easements or open space due to public safety or damage to vegetation and irrigation facilities unless authorized by Inspection Staff. The Permittee, General Contractor, or any sub-contractor must be courteous and act professional with the public at all times.
- The Permittee agrees that after construction or event is completed on all trail tread (asphalt, decomposed granite and or natural soil), on any Orange County Parks or Orange County Flood Control Department easements will be repaired to pre-construction existing standards or to the satisfaction of Orange County Parks or Orange County Public Works Inspection Staff. All damage that occurred from the permittee or their subcontractor, the Orange County Parks/ Orange County Public Works Inspection Staff will photograph and document. Where the permittee or their subcontractor accessed their construction site any or all damage that occurred will be repaired or replaced to Inspection Staff satisfaction and or preconstruction standards. Assets items such as signs with posts, vegetation that is natural or planted, irrigation facilities, electrical facilities, trail tread that is of natural soil, asphalt or decomposed granite shall be graded, replaced and/or repaired to pre-construction standards to Orange County Parks/Public Works Inspection Staff satisfaction.

DRAFT

OC PARKS BEST MANAGEMENT PRACTICES

INVASIVE WEED SANITATION

Invasive Species Coordinator (Natural Resource Team): Point person for detection, overseeing mapping, overseeing treatment, and ground disturbing activities.

I. Pathways of Spread

1) Contaminated clothing and boots
2) Contaminated vehicles
3) Contaminated equipment and machinery
4) Contaminated goods (gravel, mulch)

II. Weed Prevention Practices

Before work within Parks (i.e., weed abatement or ground-disturbing activities) begin, identify weed populations and prioritize weed infestations for treatment in Parks and along access routes.

- Identify and map what weeds are on site, or within reasonably expected potential invasion vicinity, and do a risk assessment accordingly.
- Locate and use weed-free project staging areas. Avoid or minimize all types of travel through weed-infested areas or restrict to those periods when spread of seed or propagules are least likely.
- Prior to beginning work, identify sites where equipment can be cleaned. These sites should be close to an exit/ entry point and clear of watercourse and drainage lines.
- Inspect the vehicle when leaving a weedy site, if material and/or soil is present clean-down procedures should be followed.

III. Cleaning Method

Clean equipment before entering Parks and upon exiting at selected washout station. Remove mud, dirt, and plant parts from project equipment before moving. This applies to equipment that moves from park to park or off-road (not necessarily park vehicles that remain on paved roadways). The process of inspecting and cleaning machinery will vary according to its type, the working environment and the level of contamination.

- Wash-down: Applying water to vehicles and equipment at a high-pressure using pressure cleaner or spray tank and pump.
- Air blast: Assists with decontaminating the hard to reach areas using a compressor with hose.
- Vacuuming: Helps remove weed seeds from the interior surfaces of vehicles and machinery
- Physical removal: Remove visible weed seed by hand or a brush. Usually the first step prior to wash down or air blast.

Workers should inspect, remove, and properly dispose of weed seed and plant parts found on their clothing and equipment. Proper disposal means bagging the seeds in plastic.

OC PARKS

INTEGRATED PEST MANAGEMENT PLAN



PURPOSE

To guide pest management strategies and implementation of control methods that protect OC Parks cultural and natural resources in perpetuity and enhance the health and safety of the public.

OC PARKS IPM GUIDING PRINCIPLES

Integrated Pest Management (IPM) is a sustainable, science-based decision-making process that combines biological, cultural, physical and chemical tools to identify, manage and reduce risks from pests and pest management tools and strategies in a way that minimizes overall health, environmental and economic risks.

OC Parks IPM guiding principles include:

- Continuously evaluating and refining IPM best management practices.
- Fostering a safe and enjoyable park system while suppressing pest populations.
- Using the least toxic pest controls to protect the public from pests that pose a risk to health and safety.
- Limiting where non-organic pesticides may be used within OC Parks.
- Applying pesticide products in an isolated manner with an emphasis on exclusionary application techniques.
- Not using synthetic pesticides in areas accessible to the public (e.g., playgrounds, recreational turf fields, trails, parking lots).
- Not using anticoagulant rodenticides in any areas of the park system.

These principles are guided by local, state and federal laws and regulations, including those of the California Department of Pesticide Regulation (DPR), the National Pollutant Discharge Elimination System (NPDES) permitting program and the Orange County Board of Supervisors.

PEST CONTROL STRATEGIES

The following actions shall be taken when invasive pests are encountered at levels that pose a risk to the environment, public health, public safety, assets, infrastructure or economic impact:

- Properly identify and document pests of concern.
- The first line of defense shall be non-chemical pest control measures, including preventative, cultural, mechanical and biological controls.
- The second line of defense shall be organic pesticides.
- The third line of defense when other methods are known or proven to be ineffective or do not exist shall be least-toxic, non-organic pesticides.

NON-CHEMICAL CONTROLS

Non-chemical control measures that may be used include:

Prevention

Good pest prevention practices are critical to the OC Parks IPM Plan and can be effective in reducing pest incidence. Numerous practices can be used to prevent pest population buildup, including the use of pest-resistant plant varieties, good sanitary practices such as keeping lids on trash cans, using weed seed-free soil, cleaning equipment, and proper plant culture.

Cultural Controls

Cultural controls are modifications of normal plant care activities that reduce or prevent pests. Methods include adjusting the frequency and amount of irrigation, fertilization and mowing height. For example, spider mite infestations are worse on water-stressed plants, succulent growth caused by over-fertilization may encourage aphids, and too low of a mowing height may thin turf and allow weeds to become established.

Mechanical Controls

Mechanical control tactics involve the use of manual labor, physical barriers, or machinery to reduce or eliminate pest problems. Examples include hand-pulling or hoeing weeds and applying mulch, using traps for rats and mice, using fencing around a sensitive site to keep unwanted animals out of an area and mowing invasive weeds before they flower to interrupt their reappearance from seeds the following year.

Biological Controls

Biological control practices use other living organisms to reduce pest populations. Historically, they have been employed most successfully to suppress insects and mites. These organisms are often also referred to as beneficials, natural enemies or biocontrols. Biocontrols include pathogens, parasites, predators, competitive species and antagonistic organisms. Beneficial organisms can occur naturally or can be purchased and released. To conserve naturally occurring beneficials, broad-spectrum pesticides should be avoided whenever possible.

Non-chemical control measures may be deployed concurrently to increase the effectiveness of suppressing recurring pests of concern.

PESTICIDE CONRTOLS

California Department of Pesticide Regulation registered pesticides are used only when preventative practices and non-chemical options are known or proven to be ineffective or do not exist.

Pesticides shall be applied in an isolated manner with the least amount of material applied that proves effective and in accordance with local, state and federal laws and regulations.

OC Parks implements a prioritized use approach when pesticides are needed. The first approach is using organic pesticides whose ingredients are derived from 100% naturally occurring substances.

OC Parks prioritized approach:

Park Areas and Trails – Accessible to the Public

1. Organic pesticides
    A. Shall be the option when pesticides are needed.

Wildland Habitat and Rights of Way Areas – Not Accessible to the Public
Rights of Way Areas examples: Storm drain channels, dams, levees, swales, bioswales and utility infrastructure.

1. Organic pesticides
    A. Shall be the first option considered when pesticides are needed.

2. EPA Category IV pesticides
    A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

3. EPA Category III pesticides
    A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

4. EPA Category II pesticides
    A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

5. EPA Category I pesticides
    A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

Buildings, Trees and Lakes – Within All Park Areas

1. Organic pesticides
    A. Shall be the first option considered when pesticides are needed.

2. EPA Category IV pesticides
    A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

3. EPA Category III pesticides
    A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

4. EPA Category II pesticides
    A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

5. EPA Category I pesticides
    A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

Pests of Public Health and Safety Concern – Within All Park Areas

Examples include: Vectors of disease, biting/stinging insects, imported invasive tree pests, wood-destroying organisms and federal, state and county rated pests of significance.

1. Organic pesticides
    A. Shall be the first option considered when pesticides are needed.

2. EPA Category IV pesticides
    A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

3. EPA Category III pesticides
    A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

4. EPA Category II pesticides
    A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

5. EPA Category I pesticides
    A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

PESTICIDE APPROVALS

OC Parks approval procedures:

Pest Control Recommendations

1. The OC Parks Facility Supervisor/OC Parks Project Manager (in consultation with OC Parks IPM Coordinator [or designee] if desired) shall notify their contractor to have them produce a written Pest Control Recommendation from a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator for each pest control situation that requires a pesticide.

2. The Pest Control Recommendation shall be provided to the IPM Coordinator (or designee) and Facility Supervisor/Project Manager from the contractor. The IPM Coordinator (or designee) and Facility Supervisor/Project Manager shall review the Pest Control Recommendation.

3. The IPM Coordinator (or designee) will confirm the Pest Control Recommendation complies with the OC Parks IPM Plan and shall notify the Facility Supervisor/Project Manager of compliance.

4. The Facility Supervisor/Project Manager shall contact their contractor to plan the pest control treatment.

Pesticide Application Notices

1. The contractor shall complete and submit an OC Parks Pesticide Application Notice to the Facility Supervisor/Project Manager and IPM Coordinator (or designee) a minimum of five business days prior to a pesticide application.

2. The Facility Supervisor/Project Manager will review the Pesticide Application Notice for treatment necessity and confirmation that location/application dates do not conflict with park operations.

3. The IPM Coordinator (or designee) will confirm the Pesticide Application Notice complies with the OC Parks IPM Plan and shall notify the Facility Supervisor/Project Manager that the Pesticide Application Notice is approved.

4. The Facility Supervisor/Project Manager shall notify the contractor that the Pesticide Application Notice is approved and treatment may be implemented.

PESTICIDE APPLICATIONS

OC Parks application procedures:

1. Contractor shall follow all written Pest Control Recommendations as provided by the licensed Agricultural Pest Control Adviser or Structural Pest Control Operator.

2. For treatment sites accessible to the public, pesticide application signs shall be posted prior to application at official facility entrances if there are any nearby and in the immediate vicinity of the treatment site.

3. Contractor shall adhere to all directions listed on the pesticide label and keep a copy of the pesticide label onsite during applications.

4. Contractor shall apply the pesticide in the most targeted manner possible with the lowest required amount to achieve sufficient control.

5. Treatment sites shall be controlled by appropriate means until the restricted entry interval has passed as directed in the pesticide label.

6. Pesticide application signs shall be taken down when the treatment is complete, and the restricted entry interval has passed as directed in the product label.

DEFINITIONS

Pesticides – Any substance intended to control, destroy, repel or attract a pest.

Organic Pesticides – Pesticides formulated with ingredients derived from natural sources such as botanical, mineral sources, etc. The EPA maintains a list of approved biopesticides which include naturally derived organic products.

Pesticide Toxicity Categories – Following acute toxicity studies, the EPA assigns a product a toxicity category (I-IV). The most severe classification out of these studies determines the product's toxicity category: I-Danger, II-Warning, III-Caution, IV-No Signal word required.

Risks to Public Health and Public Safety – Examples include red imported fire ant colonies in playgrounds and sports fields, yellowjackets and Africanized bees near gazebos, mosquitoes with West Nile virus breeding in park lakes, compromised tree structures due to invasive shot hole borer in turf parks and flea infestations in occupied buildings.

Risks to Environment – Examples include invasive weeds such as stinkwort, artichoke thistle and arundo, which degrade native habitat, reduce biodiversity and ecosystem services, and increase fire fuel loads. Invasive insects such as invasive shot hole borer and goldspotted oak borer devastate native trees.

Risks to Critical Assets – Examples include termites compromising historic buildings, disease-carrying rodents infesting occupied buildings and burrowing rodents compromising the integrity of a dam or flood control channel.

Agricultural Pest Control Adviser – A person who is licensed by the California Department of Pesticide Regulation to offer recommendations on any agricultural use, holds himself/herself as an authority on any agricultural use, or solicits services or sales for any agricultural use (Food and Agricultural Code [FAC] sections 11410, 11411).

Structural Pest Control Operator – A person who is licensed by the California Structural Pest Control Board to secure structural pest control work, identify infestations or infections, make inspections, submit bids for or otherwise contract on behalf of a registered company.

DRAFT

OC PARKS BEST MANAGEMENT PRACTICES
VEGETATION MANAGEMENT & NESTING BIRD PROTOCOL

I. PURPOSE

OC Parks manages vegetation for various purposes, including habitat quality, visitor and staff safety, and aesthetics. In compliance with regulatory laws and OC Parks' mission of preserving and enhancing natural resources, Best Management Practices (BMPs) have been developed to avoid and/or minimize vegetation management impacts to habitat values and native species. This protocol outlines BMPs related to nesting birds on OC Parks lands.

The federal Migratory Bird Treaty Act makes it unlawful to "***pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess… cause to be transported, carry, or cause to be carried by any means whatever, any migratory bird, included in the terms of this Convention . . . for the protection of migratory birds . . . or any part, nest, or egg of any such bird***." **(16 U.S.C. 703)**

Additionally, California State Code makes it **"unlawful to take, possess, or needlessly destroy the nest or eggs of any bird..." (3503.5.)**

To comply with federal and state laws, OC Parks recognizes nesting bird seasons as follows:

February 15 to **August 15** – Upland / Coastal Sage Scrub Habitat

March 15 to **September 15** – General / Riparian Habitat

Some raptors (hawks, eagles, falcons and owls) begin their breeding season as early as January. The regulatory laws above apply to active bird nests identified at any time of the year, so if staff is aware of active raptor nests before the above dates, the below BPMs still apply.

Ideally, all vegetation removal, mowing, trimming, and grading of vegetated areas on OC Parks property shall be conducted outside of peak bird breeding season to the maximum extent practicable.

If vegetation management activities must occur during nesting bird season, a pre-work examination should be performed to identify the habitat value of the project area and level of intensity of management to determine if a nesting bird survey is required to ensure these actions will not violate federal or state law.

OC Parks Natural Resources Program Coordinators will work with Parks Staff and third parties to assist with these determinations.

II. PREWORK ASSESSMENT

Any entity (OC Parks Staff or third party) initiating a work order or request for vegetation clearing during nesting season should conduct a prework assessment prior to any vegetation management to determine

if a nesting survey is necessary. OC Parks' Natural Resources Program Coordinators (Alisa Flint and Matt Major) can assist in determining the value of habitat and level of intensity for the prework assessment and determination. Steps for prework assessment include:

1) Identify and Map Work Area(s)

The proposed area(s) for vegetation management should be mapped and boundaries clearly identified using ArcGIS or Google Earth. Mapping will help determine if surveys are required.

2) Determine Habitat Value in Vegetation Management Work Area(s)

Contact the Natural Resources Program Coordinator for your park for assistance with evaluating habitat values in areas identified for vegetation management. Habitat value for this purpose is defined by the likelihood of finding native birds using the area throughout the year. Pre-work inspection will help determine the habitat value. Table 1 below outlines general habitat features used to distinguish between high and low habitat values.

Table 1. Factors to differentiate level of habitat quality.

HIGH VALUE HABITAT	LOW VALUE HABITAT
Low human use	High human use
High plant species diversity	High impervious surfaces
High plant structural diversity	Low plant species diversity
Close to water bodies	Large areas of turf
Riparian habitat	Far from water bodies
Intact coastal sage scrub and/or high presence of cactus	Few mature trees
Several mature trees	Few dead or dying trees with cavities for nesting
Several dead or dying trees with cavities for nesting*	Few/No wildlife present
Abundant wildlife	

*A number of species including owls, kestrels, woodpeckers, bluebirds, Bewick's and house wrens, and ash-throated flycatchers nest in hollowed-out cavities in dead and dying trees.

3) Identify Level of Intensity for Vegetation Management

Typically, low-intensity vegetation management such as spot treatment of invasive plants does not require a pre-disturbance survey. However, if work will occur in habitat known to be occupied by NCCP/HCP special status and covered species, such as California gnatcatcher, cactus wren, Least Bells vireo, and grasshopper sparrow, a pre-disturbance survey is required.

Low disturbance level activities, such as hand clearing, surveying, staking, and flagging, generate minimal levels of disturbance. These activities do not typically necessitate the buffers required for higher-intensity vegetation management.

Medium disturbance level activities, such as using weed whips / line trimmers and other mechanized hand tools, generate loud noise and have potential to disrupt nesting activities.

High disturbance level activities generally utilize heavy machinery and cause ground and vegetation disturbance by producing high levels of noise, vibration, and fugitive dust.

Table 2 provides a list of typical vegetation management tools and equipment, and general corresponding disturbance levels for nesting birds.

Table 2. Disturbance levels to nesting birds by vegetation management activity.

EQUIPMENT	INTENSITY
Hand weeding, hand tools, backpack spot spray	Low
Weed whips, hedge trimmers, chainsaws	Medium
Tractors, loaders, heavy equipment	High

III. PRE-DISTURBANCE NESTING SURVEY

If it is determined that vegetation management is in a high-value habitat area, requires medium-to – high-intensity equipment, and/or will occur in habitat known to be occupied by special status species, then a pre-disturbance survey should be conducted to determine if active nests are present within the project area.

Work Initiated by OC Parks

Park staff will determine if vegetation management work is needed in a given facility and how the work needs to be performed. Staff will develop a map of vegetation management areas and coordinate with their Natural Resources Program Coordinator for assistance with determination of need for surveys. If there is a need for nesting bird surveys, Natural Resources will arrange and oversee the surveys. Lead time to contract with a qualified avian biologist to perform the work may take as long as two months, therefore preplanning is essential.

Surveys will be conducted based on the vegetation management map; however, timing and dimensions of the survey area may vary, depending on location, habitat quality, and expected level of disturbance.

Parks staff, Maintenance Support, and Natural Resources will coordinate the timing of surveys prior to vegetation management. Maintenance Support and Natural Resources meet annually in the winter to review maintenance tasks requiring surveys.

Work Initiated by Third Parties

Third-party entities conducting vegetation impacts during nesting season are responsible for following the OC Parks Nesting Bird Protocol and hiring a qualified avian biologist to conduct pre-disturbance nesting surveys.

1) The third party provides OC Parks Natural Resources with a map of the proposed vegetation management area and summary of work to be conducted for review.
2) The third party coordinates with OC Parks facility staff and Natural Resources to schedule access for surveys.
3) The third party provides OC Parks with the results of the pre-disturbance survey in report or memo form within 48 hours of survey.

Surveys should be conducted no more than three (3) to five (5) days prior to disturbance. Clearing activities should be completed within five (5) days following a pre-disturbance survey. If vegetation management does not take place within that timeframe, another survey must be conducted.

IV. PROTOCOLS FOR ACTIVE NESTS

Steps if active nests are detected during surveys include:

1) The biologist notifies Parks Staff and the Natural Resources Program Coordinator within 24 hours with a report summarizing survey findings. The report will include GIS data for nest locations and/or any special status species observed during surveys.
2) The biologist establishes an appropriate buffer zone around the nest with flagging. Dimensions of buffer zones depend on the proposed activity, habitat type, and species present, and should be coordinated with OC Parks Natural Resources.
    - Standard buffer distances will generally apply. Reduced buffers may be deemed appropriate by the biologist, based on the specific scenario (e.g. disturbance level, species tolerance, visual screening, existing levels of ambient noise, etc.), as long as the reduction will not result in the alteration of nesting behavior.
3) **No clearing activities will occur within buffer zones until nestlings have fledged and left the nest area.**

    Refer to the Table 3 for general buffer guidelines by season.

Table 3. General buffer distances and breeding seasons by bird type.

BIRD GROUP	TYPICAL BREEDING SEASON	NEST PROTECTION BUFFER (Radius in feet)
Hummingbirds	December through July	50
Raptors (e.g., hawks, vultures, falcons, owls)	January through July	500
Waders (e.g., herons, egrets)	February through August	200
Corvids (e.g., crows, raven, jays)	February through August	100
Passerines California gnatcatcher, cactus wren	March through September February through August	100 300
Doves and Pigeons	March through November	50

Additional surveys should be conducted to ensure the nestlings have fledged or the nest(s) are inactive.

City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: So Kim, Community Development Director
Michael Delgadillo, Assistant Planner

SUBJECT: CONDITIONAL USE PERMIT TO ESTABLISH A PILATES, YOGA, AND FITNESS STUDIO AT 26711 ALISO CREEK ROAD, SUITE 200 (USE-2025-00005)

Recommended Action:

Adopt a Resolution (Attachment 1) approving a Conditional Use Permit to establish a Pilates, yoga, and fitness studio at 26711 Aliso Creek Road, Suite 200 (USE-2025-00005).

Fiscal Impact:

None.

Background:

On March 6, 2025, Shelly DiLauro ("Applicant") submitted an application requesting to establish a Pilates, yoga, and fitness studio ("FS8 Studio") at 26711 Aliso Creek Road, Suite 200 (immediately above Cold Stone Creamery). FS8 Studio will offer workout classes that blend Pilates, tone, and yoga movements. Each class will be 45 minutes long and accommodate up to 22 participants. The studio will operate from 6:30 AM to 7:30 PM, Monday through Friday, and from 8:00 AM to 1:00 PM on weekends. Additionally, a small retail space near the entrance will sell FS8 Studio-branded apparel and merchandise, including t-shirts, hats, and water bottles.



Image 1. Project site facing southwest.

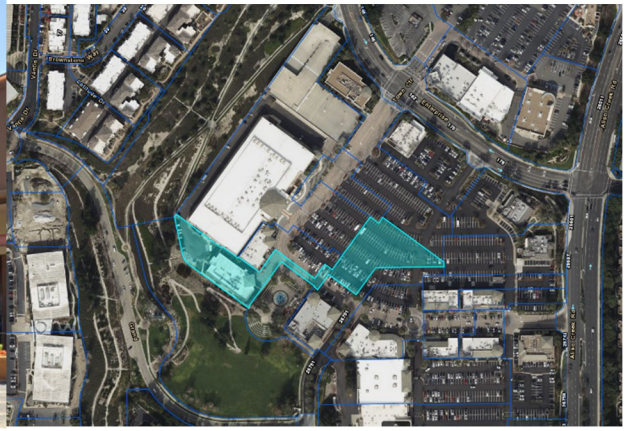


Image 2. Aerial Image of Vicinity

Discussion:

Pursuant to Aliso Viejo Municipal Code ("AVMC") Section 15.18.020 (Permitted Uses in Nonresidential Districts), a group instruction use over 3,000 square feet of gross floor area requires a Conditional Use Permit, subject to the following findings of approval established in AVMC Section 15.74.040.

1. Consistency with General Plan. The land use is consistent with the general plan and any applicable specific plan.

The proposed use will be in a shopping center designated as Town Center Commercial (TCC) for both General Plan land use and zoning designations, which permits a mixture of uses, including community retail and commercial services, offices, theaters, art galleries and entertainment facilities, hotels/motels and restaurants, and recreation and community facilities. The proposed fitness studio with a retail component is consistent with the TCC permitted uses and is consistent with the general plan. Therefore, this finding can be made.

2. Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan.

As discussed in Finding No. 1, the proposed use is classified as a group instruction use, which is permitted in the TCC zoning district. The retail area near the studio entrance will offer incidental products to patrons and is considered an accessory use. The proposed tenant improvements are limited to the interior of the tenant space, with no expansions to the existing building or floor space. These interior improvements and exterior signs will be required to comply with the zoning code's development standards and applicable building codes. Therefore, this finding can be made.

3. Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.

The proposed use is categorically exempt from the California Environmental Quality Act (CEQA) Guidelines under Section 15301 (Existing Facilities), as it involves permitting a fitness studio within an existing facility without expanding the use. Therefore, this finding can be made.

4. Surrounding Uses. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity.

As mentioned in Finding No. 1, the Town Center Commercial District permits a mix of uses, including commercial services and recreation facilities. To mitigate potential noise impacts, the proposed tenant improvements will include wall sound insulation. An interior sound system will be installed, but music played during classes will be kept at a reasonable level to avoid disturbing adjacent tenants, and doors will remain closed during classes to further reduce noise impacts. The proposed tenant improvements are subject to review and approval by the Building Official to ensure best construction practices and compliance with the California Building Code. Therefore, the group instruction use will not cause materially detrimental impacts to surrounding properties, and this finding can be made.

Public Notice:

On April 24, 2025, a public notice was published in the Laguna Niguel News and mailed to all property owners within 300' of the subject site and to all tenants within the same commercial center. No public comments were received in response.

Attachments:

1. Resolution
2. Proposed Plans
3. Project Description
4. Presentation

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT TO ESTABLISH A PILATES, YOGA, AND FITNESS STUDIO AT 26711 ALISO CREEK ROAD, SUITE 200 AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM CEQA (USE-2025-00005)

WHEREAS, on March 6, 2025, the Applicant, Shelly DiLauro, representing FS8 Studio, submitted an application to establish a Pilates, yoga, and fitness studio at 26711 Aliso Creek Road, Suite 200 ("Project"); and

WHEREAS, on April 24, 2025, a public notice of the public hearing was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site and to all tenants within the same commercial center; and

WHEREAS, on May 7, 2025, the City Council held a duly noticed public hearing as prescribed by law and considered public testimony and evidence and recommendations presented by staff in the agenda report and oral presentation; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1: **Determination of Recitals.** The City Council hereby finds and determines that all the recitals set forth above are true and correct. The above recitals are hereby incorporated as substantive findings of this Resolution.

Section 2: **Approval of Project and Findings for Conditional Use Permit.** In accordance with AVMC 15.74.040(D), the City Council hereby makes the following findings of fact and approves a Conditional Use Permit (USE-2025-00005) to establish a Pilates, yoga, and fitness studio, subject to the conditions set forth in Exhibit "A" and project plans set forth in Exhibit "B", which are both attached hereto and incorporated herein by reference.

1. Consistency with General Plan. The land use is consistent with the general plan and any applicable specific plan. The proposed use will be in a shopping center designated as Town Center Commercial (TCC) for both General Plan land use and zoning designations, which permits a mixture of uses, including community retail and commercial services, offices, theaters, art galleries and entertainment facilities, hotels/motels and restaurants, and recreation and community facilities. The proposed fitness studio with a retail component is consistent with the TCC permitted uses and is consistent with the general plan.

2. Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan. As discussed in Finding No. 1, the proposed use is classified as a group instruction use, which is permitted in the TCC zoning district. The retail area near the studio entrance will offer incidental products to patrons and is considered an accessory use. The proposed tenant improvements are limited to the interior of the tenant space, with no expansions to the existing building or floor space. These interior improvements and exterior signs will be required to comply with the zoning code's development standards and applicable building codes.

3. Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act. The proposed use is categorically exempt from the California Environmental Quality Act (CEQA) Guidelines under Section 15301 (Existing Facilities), as it involves permitting a fitness studio within an existing facility without expanding the use.

4. Surrounding Uses. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity. As mentioned in Finding No. 1, the Town Center Commercial District permits a mix of uses, including commercial services and recreation facilities. To mitigate potential noise impacts, the proposed tenant improvements will include wall sound insulation. An interior sound system will be installed, but music played during classes will be kept at a reasonable level to avoid disturbing adjacent tenants, and doors will remain closed during classes to further reduce noise impacts. The proposed tenant improvements are subject to review and approval by the Building Official to ensure best construction practices and compliance with the California Building Code.

Section 3: **Filing of Notice of Exemption.** The City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed project.

Section 4: **Location of Documents.** The administrative record for the Project is maintained at City Hall located at 12 Journey, Suite 100, Aliso Viejo, CA 92656. The custodian of records is the City Clerk.

PASSED, APPROVED AND ADOPTED this 7th day of May 2025.

_____
Tiffany Ackley
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Janet Martinez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ALISO VIEJO)

I, JANET MARTINEZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Resolution No. 2025-___ was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 7th day of May, 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
JANET MARTINEZ
CITY CLERK

(SEAL)

EXHIBIT "A"
Conditions of Approval
26711 Aliso Creek Road, Suite 200 (USE-2025-00005)

1. Project Description. This approval permits the establishment of FS8 Studio, a Pilates, yoga, and fitness studio within a 3,107 square foot tenant space.

2. Development per Approved Plans. This approval constitutes a precise plan for the location and design of uses, structures, features, and materials submitted with this application. Development shall occur substantially as shown on the plans approved by this Project and set forth in Exhibit B, subject to any modifications imposed by the conditions of approval herein, as confirmed by the Director of Community Development. Any land use, construction, or improvement not specifically approved by this conditional use permit and site development permit is not permitted and must be addressed in a separate and subsequent application and review. Relocation, alteration or addition to any use, structure, feature or material not specifically approved shall require an amendment to the approved plans unless the Community Development Director determines such modifications are minor and consistent with the spirit and intent of the original approving action, and that the action would have been the same for the modifications as for the approved plans. The Community Development Director may approve such minor modifications in accordance with AVMC Section 15.74.110.

3. Applicant Designation. For the purpose of Conditional Use Permit (USE-2025-00005) and as referenced in the conditions, "Applicant" shall apply to FS8 Studio, owner, operator, and any and all future successors and/or assigns of the approved establishment.

4. Payments of Fees. The Applicant and Applicant's successors in interest shall be responsible for payment of all applicable fees along with reimbursement for all City expenses in ensuring compliance with these conditions.

5. Hours of Operation. The hours of operation shall be limited to Monday through Friday from 6:30 AM to 7:30 PM and Saturday and Sunday from 8:00 AM to 1:00 PM. Request to modify the hours of operation shall be subject to review and approval by the Community Development Director.

6. Amplified Equipment. All amplified noise shall be confined indoors at all times. All amplified noises shall be set to a volume that cannot be heard outside of the subject suite.

7. Noise Standards. The use shall not generate noise that exceeds ambient noise levels established in AVMC Chapter 8.12. Doors shall remain closed during hours of operation. Furthermore, based on substantiated complaints or concerns, the Director may modify conditions relative to facility operations as deemed necessary.

8. Outdoor Activities Prohibited. Outdoor activity including training, storage of any merchandise, materials, or equipment outside of the building shall be prohibited.

9. Signage. Signs shall be reviewed separately and are not part of the approval of this project. Prior to any sign installation, the Applicant shall apply for all applicable permits to the Community Development Department. All proposed signage shall be processed pursuant to AVMC 15.34 standards and/or any applicable master sign program affecting the property.

10. Aliso Viejo Park Place Owners Association. The Applicant shall obtain all applicable approvals from the Aliso Viejo Park Place Owners Association prior to the establishment of the business and prior to applying for building permits for the associated tenant improvements and signage.

11. Adverse Impacts. In the event of adverse impacts on the health, safety, welfare, or working environments of the neighborhood or general public, or receipt of substantiated complaints directly related to the Applicant's operations, the Community Development Director shall investigate and, if significant adverse impacts directly related to the Applicant's business are found to exist, the Director or Chief of Police shall have the discretion to bring this Permit back to consider additional improvements and protective measures, additional conditions, amended conditions, or permit revocation. Modifications may include, but not be limited to, restriction of operational hours and additional sound mitigation measures.

12. Compliance with Conditions. The Applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City staff for future governmental permits or actions on the project site. Failure to abide by and faithfully comply with any and all conditions attached to granting these permits may constitute grounds for revocation of the permit(s) in accordance with AVMC Section 15.74.120. This Resolution and Conditions of Approval shall be incorporated into building plans to all applicable reviewing agencies or authorities.

13. Compliance with City Codes. The approved project shall comply with all applicable provisions of the municipal code, including but not limited to provisions of building codes and any conditions imposed as part of the approval process.

14. Compliance with Building Codes. Tenant improvement plans shall be submitted for review, approved and permits issued, and shall comply with standards, regulations and requirements of current editions of the California Building Code, California Plumbing Code, California Mechanical Code, and California Electrical Code, including any local amendments adopted by the City of Aliso Viejo.

15. Indemnification. The Applicant shall indemnify, protect, defend, and hold the city, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all

claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively 'Actions'), brought against the city, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the city and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the city) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, Planning and Zoning Law, Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed the city shall have the right to approve, which approval will not be unreasonably withheld, legal counsel providing the city's defense, and that Applicant shall reimburse city for any costs and expenses directly and necessarily incurred by the city in the course of the defense. The city shall promptly notify the Applicant of any action brought, and city shall cooperate with the Applicant in defense of the action.

16. Actions by City Council. Decisions by the city council are final and shall become effective immediately except as otherwise provided in the approving action and except for actions by ordinance.

17. Expiration. This approval shall expire and be of no further force or effect if:
    a. Expiration of Period of Validity. The permit is not established within two years of the permit's effective date, or such other time period designated by the permit approval, by state law, or by this code; or
    b. Abandonment. After establishment, the use or activity for which the permit was approved is discontinued or abandoned for a period of one year.

18. Time Extensions. Upon application before expiration of the period of validity, the original decision-making authority may grant or conditionally grant an extension to the period of validity for up to one year per extension if it finds that such an extension is justified by the circumstances of the original findings for the project can still be made with, if necessary, the imposition of conditions not originally imposed on the project. The filing of an application for extension shall stay expiration of the permit until action is taken on the time extension by the decision-making authority. No more than two one-year extensions may be granted or conditionally granted.

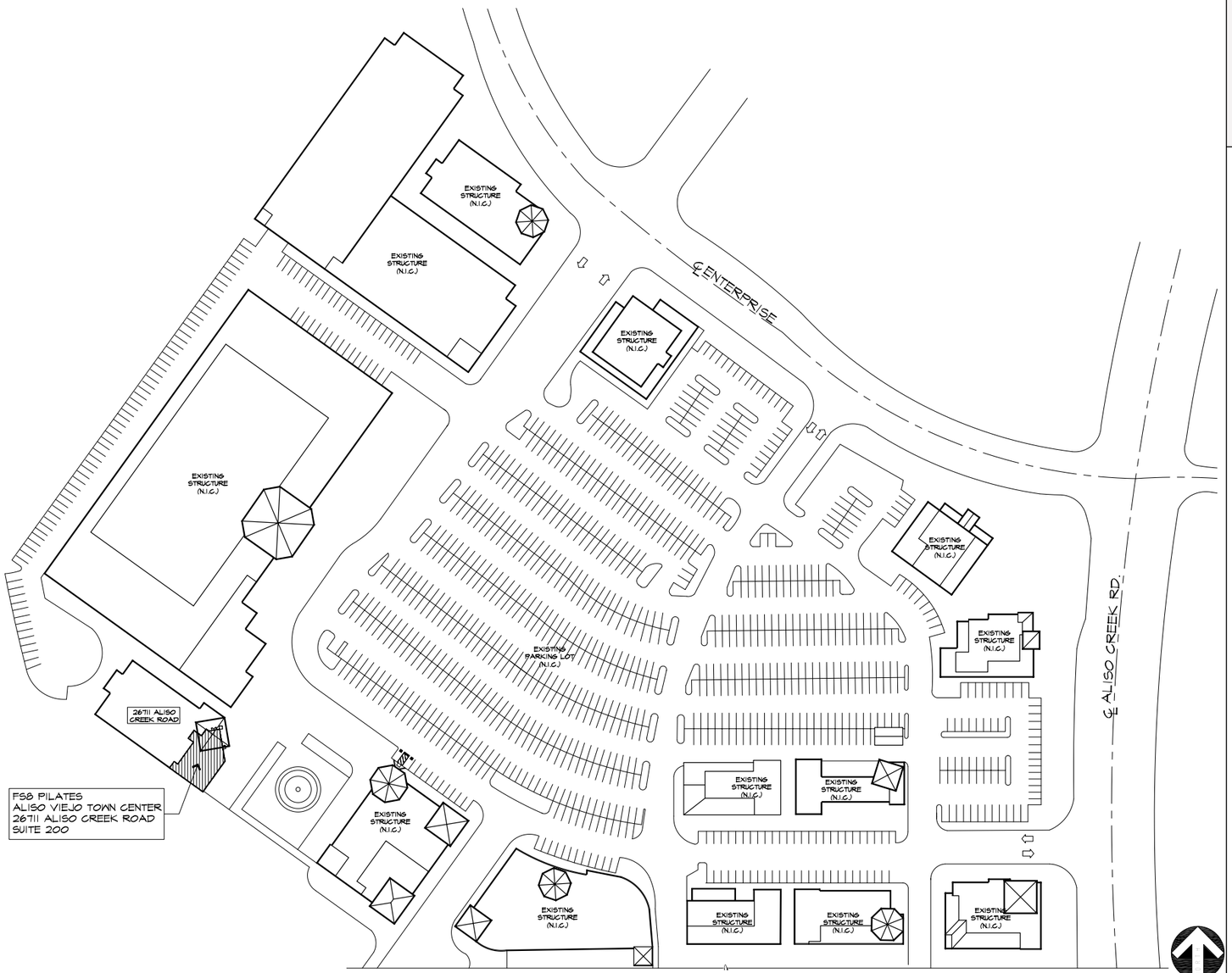
19. Revocation. This approval may be revoked by the original decision-making authority pursuant to the provisions of AVMC 15.74.120.

CONDITIONAL USE PERMIT FOR:

BG ATHLETICS / FS8 PILATES

ALISO VIEJO TOWN CENTER, 26711 ALISO CREEK ROAD, SUITE 200, ALISO VIEJO, CA 92656

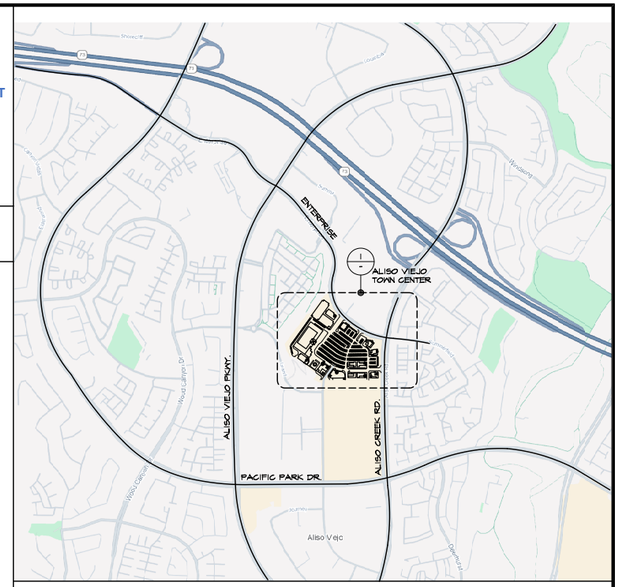
RECEIVED
Mar 06 2025
PLANNING DEPARTMENT



OVERALL SITE PLAN

SCALE: 1" = 60'-0"

1



VICINITY MAP

SCALE: N.T.S.

PROJECT DATA

PROJECT ADDRESS:
26711 ALISO VIEJO CREEK RD., SUITE 200
ALISO VIEJO, CA 92656

SUITE AREA:
3,108 SQ. FT.

ZONE CLASSIFICATION:
CT-TOWN CENTER COMMERCIAL

GENERAL PLAN LAND USE DESIGNATION:
TCC-TOWN CENTER COMMERCIAL

BORDERS ARCHITECTS
ARCHITECTURE | PLANNING | COMMERCIAL INTERIORS
1675 SCENIC AVENUE
SUITE 210
COSTA MESA, CA
92626
(949) 851-1317
www.bordersarchitects.com

STAMP

CONSULTANT

PROJECT
CONDITIONAL USE PERMIT FOR:
BG ATHLETICS
ALISO VIEJO
ALISO VIEJO TOWN CENTER
26711 ALISO CREEK ROAD
SUITE 200
ALISO VIEJO, CA 92656

FOR
FS8
PILATES·TONE·YOGA

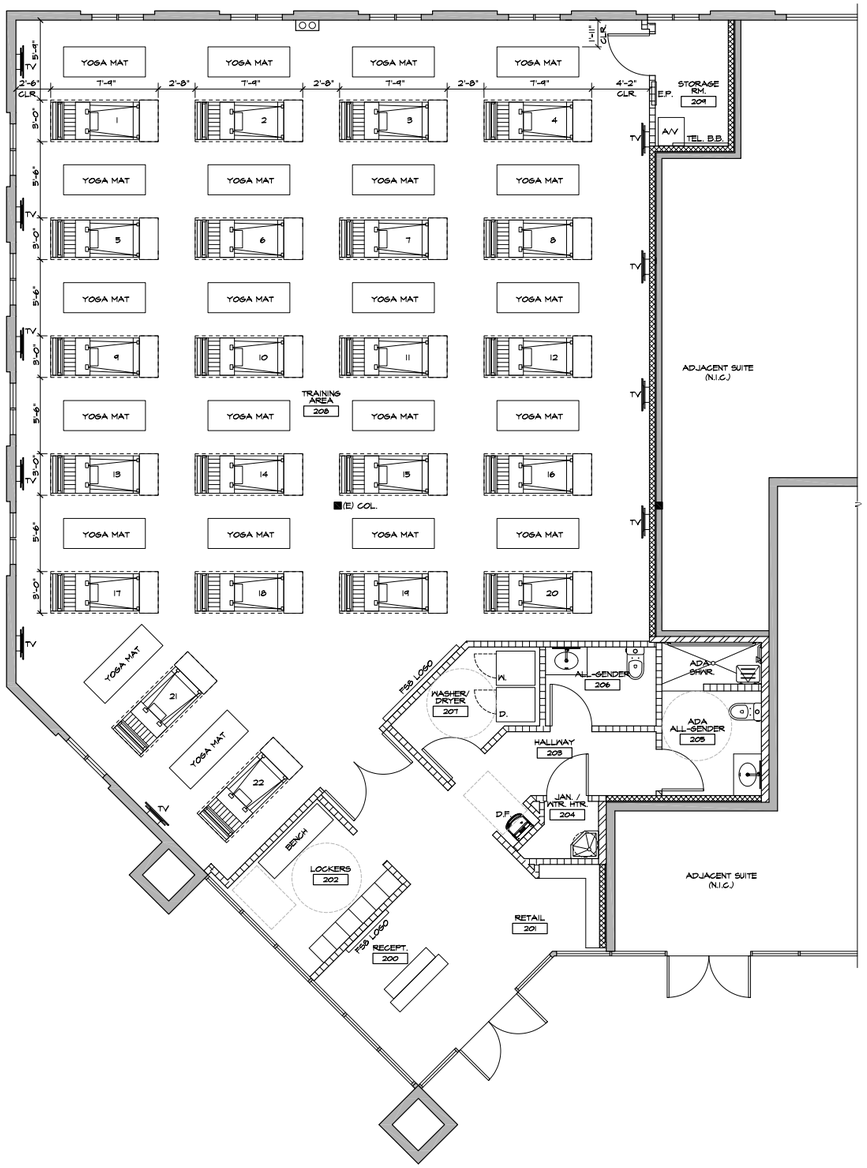
TITLE
SITE PLAN & VICINITY MAP

Revisions	By	Date

Drawn	DAE
Date	2/17/25
Project No.	24082
Scale	AS NOTED

Sheet
CUP-1

RECEIVED
Mar 06 2025
PLANNING DEPARTMENT

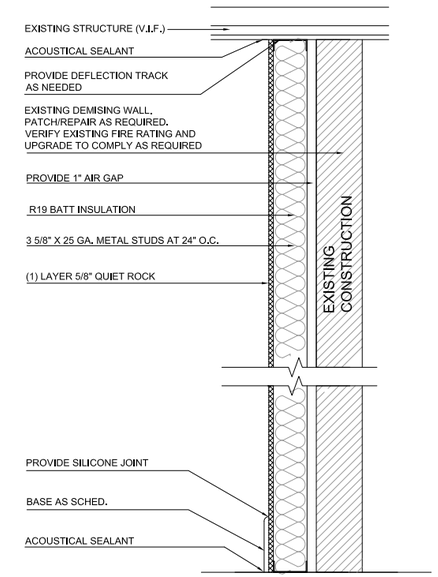


2ND FLOOR PLAN

SCALE: 1/4" = 1'-0"

WALL LEGEND

- EXISTING EXTERIOR SHELL WALL TO REMAIN
- EXISTING INTERIOR PARTITION, DEMISING PARTITION OR BUILDING CORE WALLS TO REMAIN
- EXISTING DEMISING PARTITION OR BUILDING CORE WALL WITH NEW WALL FURRING AT PLUMBING
- EXISTING DEMISING PARTITION OR BUILDING CORE WALL WITH NEW ACOUSTIC WALL FURRING PER WALL DETAIL 1 BELOW
- EXISTING WINDOW WALL TO REMAIN
- NEW INTERIOR PARTITION- TO UNDERSIDE OF GYP. BOARD CLG.



WALL DETAIL 1 (N.T.S.)
ACOUSTIC FURRING AT DEMISING WALL

BORDERS ARCHITECTS
ARCHITECTURE | PLANNING | COMMERCIAL INTERIORS
1675 SCENIC AVENUE
SUITE 210
COSTA MESA, CA
92626
(949) 851-1317
www.bordersarchitects.com

STAMP

CONSULTANT

PROJECT

CONDITIONAL USE PERMIT FOR:

BG ATHLETICS ALISO VIEJO

ALISO VIEJO TOWN CENTER
26711 ALISO CREEK ROAD
SUITE 200
ALISO VIEJO, CA 92656

FOR

FS8
PILATES·TONE·YOGA

TITLE

2ND FLOOR PLAN

Revisions	By	Date

Drawn	DAE
Date	2/18/25
Project No.	24032
Scale	AS NOTED

Sheet

CUP-2

RECEIVED
Mar 06 2025
PLANNING DEPARTMENT

FS8 Studio – Pilates, Tone, Yoga

Project Description

FS8 is the fitness studio of the future, seamlessly offering a holistic approach to fitness. They combine Pilates, Tone, and Yoga for a unique and energizing full body workouts. There are studios in 6 countries worldwide and is a sister company of F45 Training who is also a tenant in the Aliso Viejo Town Center.

The FS8 exercises are developed in three distinct styles with an always growing list of 5000 Pilates, Tone, and Yoga movements which make up the daily classes. The participants use reformer machines, mats with light equipment or body weight to complete the energizing workouts.

Classes are up to 45 minutes in duration and have up to 22 members per class.

There is one to two FS8 certified trainers per class, with one to two staff members in the studio. Total staff in the studio should not exceed four at any given time.

The maximum number of staff and members in the studio should be 26.

Approximately 80% of the members are female and 20% of the members are male. Typical age is 25-55.

No training is done outside of the set class times of 6:30 am to 7:30 pm per weekday and 8 am to 1 pm on weekends.

Weekday class times start as early as 6:30 am and have 15 minutes between classes until 7:30 pm. Weekend class times are 8:00 am to 1:00 pm and have 15 minutes between classes.

Studio operation hours will be Monday to Friday 6:30 am to 7:30 pm and weekend hours 8 am to 1 pm.

There are no outside products being sold in the Retail Area, only FS8 apparel and accessories (t-shirts, hats, water bottles). The Retail Area is approx. 9LF of display shelving and 20 SF of floor area.

We have address noise levels by including additional acoustic wall furring for sound isolation with acoustical drywall, batt insulation and a 1” air gap between furring & the existing demising wall. See Detail 1 on Sheet CUP-2 for furring at Training Area. There are no heavy weight machines or equipment that will make noise or transfer sound to the tenant below. Suite and studio doors will be closed during classes.

The sound system includes (4) speakers and (1) sub-woofer to be wall mounted and evenly spaced throughout the studio. Music is kept to a level that is comfortable for the class and not overpowering for the next-door tenant. We mentioned above about the wall soundproofing included in the build-out to mitigate sound traveling outside of the studio room. The studio doors will be closed during classes. There is a clause in our lease that noise levels must not disturb other tenants or we must remedy the situation with additional soundproofing.

ALISO VIEJO

Pilates, Yoga, and Fitness Studio

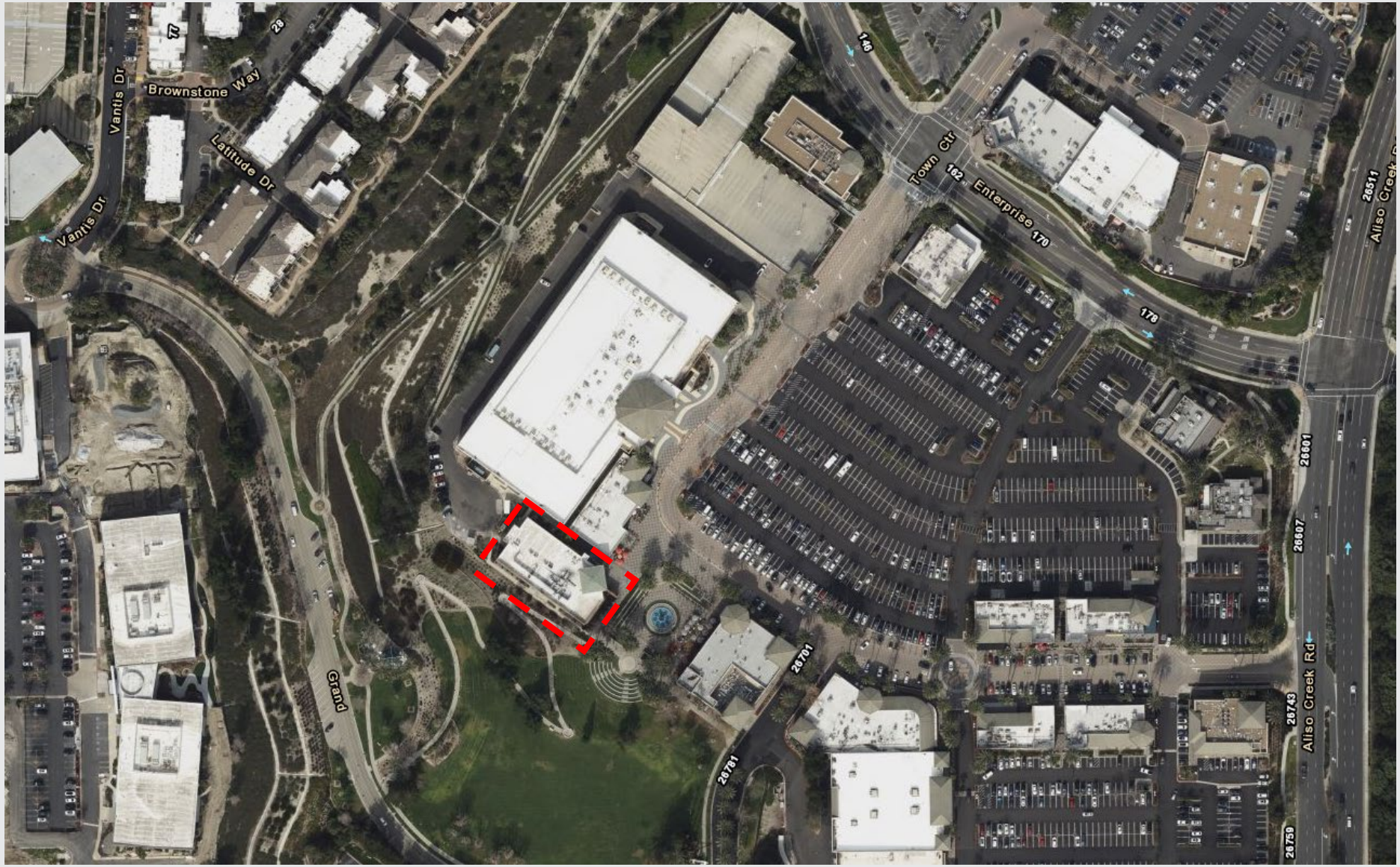
26711 Aliso Creek Road, Suite 200

USE-2025-00005

City Council
May 7, 2025

Surrounding Area

At Aliso Viejo Town Center, Located Above Buffalo Wild Wings

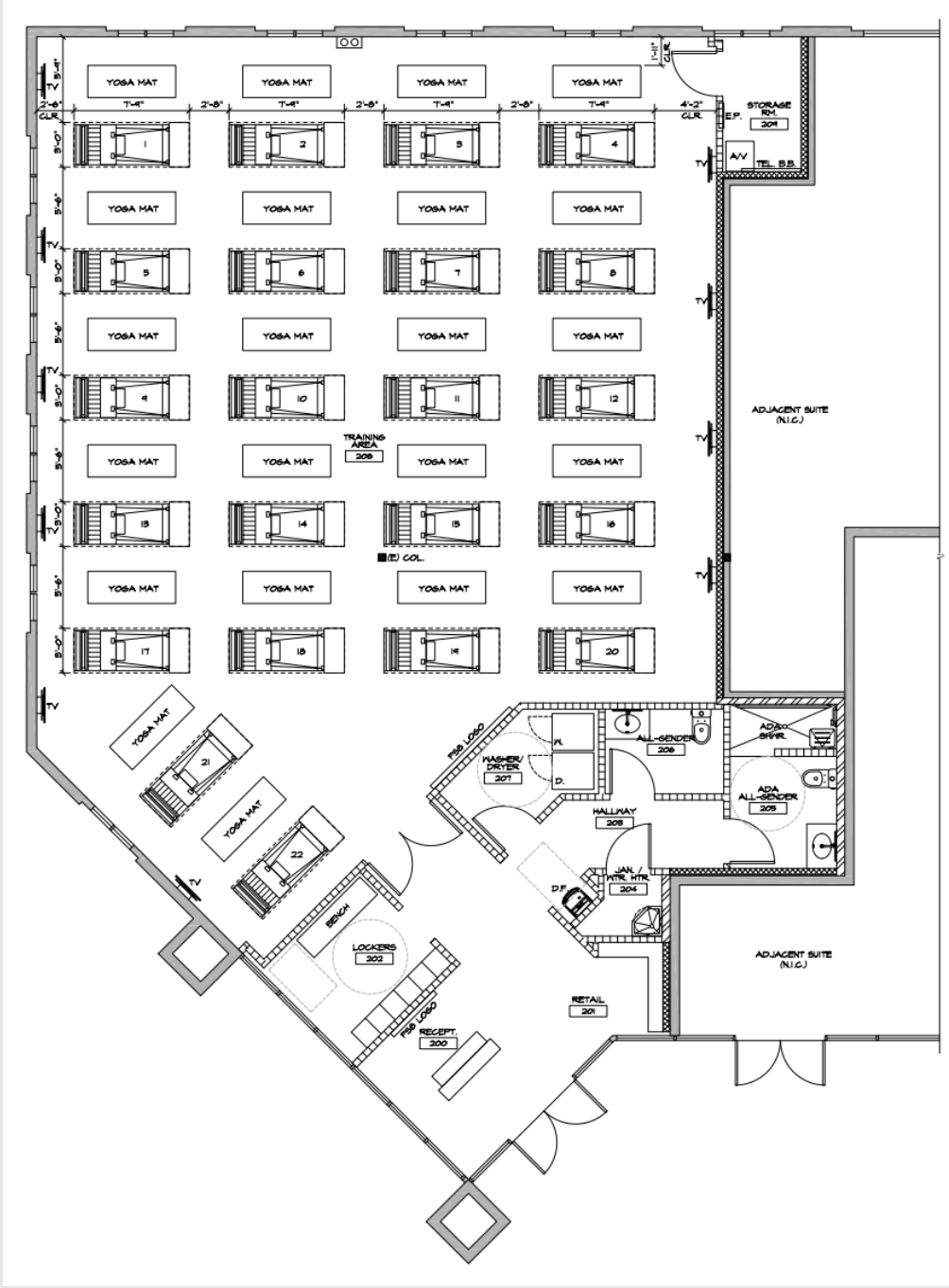


FS8 Studio

Mon – Fri: 6:30 AM to 7:30 PM
Sat – Sun: 8:00 AM to 1:00 PM

45 min classes w/ up to 22 members per class

Acoustic materials with 1 inch air gap along demising wall



ALISO VIEJO

Staff Recommendation to City Council:

Adopt a Resolution approving a Conditional Use Permit to establish a Pilates, yoga, and fitness studio at 26711 Aliso Creek Road, Suite 200 (USE-2025-00005).

City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONES MAP ORDINANCE

Recommended Action:

Conduct a public hearing and introduce for first reading an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO DESIGNATING MODERATE, HIGH, AND VERY HIGH FIRE HAZARD SEVERITY ZONES IN THE LOCAL RESPONSIBILITY AREAS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 51179.

Fiscal Impact:

None.

Background:

The Department of Forestry and Fire Protection Office of the State Fire Marshal (Cal Fire) is mandated by Government Code ("GC") 51178 to identify levels of fire hazard based on consistent statewide criteria and the expected severity of fire hazards. GC 51179 requires Cal Fire to make recommendations of fire hazard severity zones ("FHSZ") to local agencies for their designation and adoption by ordinance. The City must adopt these maps within 120 days of receiving recommendations by Cal Fire. On March 24, 2025, Cal Fire issued a letter and published new maps identifying Fire Hazard Severity Zones within Local Responsibility Areas (Attachment 2).

Discussion:

FHSZ maps were developed in response to significant destructive fires, highlighting the need to identify high-risk areas and implement strategies to mitigate wildfire risks. This led to legislative action, mandating the mapping of these zones across California, covering all State Responsibility Areas (SRA).

The State Fire Marshal is mandated to classify lands within SRA into FHSZs. The FHSZ maps are developed using a hazard score based on the factors that influence fire likelihood and fire behavior. Factors include fire history, existing and potential fuel (natural vegetation), predicted flame length, blowing embers, terrain, and typical fire weather for the area. There are three levels of hazard in the State Responsibility Areas: moderate, high, and very high. “Hazard” is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts.

Cal Fire mapped the SRAs, with the maps going into effect in April 2024. Since then, Cal Fire has been mapping Local Responsibility Areas (LRAs). The LRA maps for all areas within the state were released in phases, with the City of Aliso Viejo’s map released on March 24, 2025 as part of a larger area. This map has been posted on the City’s website immediately after receipt. Previously, the VHFHSZ identified a single hazard category that extended east of the entire western border. The LRA map now identifies a larger zone, separated into three hazard levels (very high, high, and moderate) compared to the previous single area (very high).

Environmental:

The proposed ordinance to adopt an updated map is not considered a "project" under the California Environmental Quality Act (CEQA). According to CEQA Guidelines Section 15378, a "project" is generally defined as an activity that may cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

The adoption of the updated map is a procedural action that does not involve any physical changes to the environment. It merely updates the boundaries and classifications of fire hazard zones based on new data and assessments. Therefore, this action does not meet the criteria for a "project" as defined by CEQA and is exempt from further environmental review.

Public Notice:

On April 24, 2025, a public notice was published in the Laguna Niguel News.

City Attorney:

The City Attorney reviewed the Staff Report and attached Ordinance.

Attachments:

1. Draft Ordinance
2. Local Responsibility Area Fire Hazard Severity Zones Map
3. Presentation

ORDINANCE NO. 2025-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, DESIGNATING MODERATE, HIGH, AND VERY HIGH FIRE HAZARD SEVERITY ZONES IN THE LOCAL RESPONSIBILITY AREAS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 51179

WHEREAS, Government Code 51178 requires the Department of Forestry and Fire Protection Office of the State Fire Marshal ("Cal Fire") to identify levels of fire hazard based on consistent statewide criteria and the expected severity of fire hazards; and

WHEREAS, Government Code 51179 requires Cal Fire to make recommendations of fire hazard severity zones ("FHSZ") to local agencies for their designation and adoption by ordinance; and

WHEREAS, on March 24, 2025, Cal Fire issued a letter and published new maps identifying Fire Hazard Severity Zones within Local Responsibility Areas. Government Code 51179 requires the City is required to adopt these maps within 120 days; and

WHEREAS, on March 24, 2025, the Cal Fire map was made available on the City's website; and

WHEREAS, on May 7, 2025, the City Council held a duly noticed public hearing and introduced the Ordinance; and

WHEREAS, on May 21, 2025, the City held a duly noticed public hearing, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO DOES ORDAIN AS FOLLOWS:

Section 1: Incorporation of Recitals. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. CEQA. The ordinance to adopt the updated map is not considered a "project" under the California Environmental Quality Act (CEQA). According to CEQA Guidelines Section 15378, a "project" is generally defined as an activity that may cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The adoption of the updated map is a procedural action that does not involve any physical changes to the environment. It merely updates the boundaries and classifications of fire hazard zones based on new data and

assessments. Therefore, this action does not meet the criteria for a "project" as defined by CEQA and is exempt from further environmental review.

Section 3. The City hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178. The City's Local Responsibility Area Fire Hazard Severity Map is hereby adopted and provided in Exhibit "A," attached hereto and incorporated herein by reference. The official map is also located electronically on the following website: https://avcity.org/417/Fire-OCFA-information.

Section 4. Effective Date. This Ordinance takes effect 30 days following its adoption.

Section 5. Submittal to the State and Posting. The City Clerk shall submit a copy of this Ordinance to the Department of Housing and Community Development and the State Board of Forestry and Fire Protection within 30 days after adoption and take any necessary actions to post all notices required under Government Code 51179.

Section 6. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

Section 7. City Clerk's Certification. The City Clerk shall certify to the adoption of this Ordinance and cause a summary thereof to be published five days prior to the date of adoption of this Ordinance, and, within 15 days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED AND ADOPTED this 21st day of May, 2025.

_____
Tiffany Ackley
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Janet Martinez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ALISO VIEJO)

I, Janet Martinez, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Ordinance No. 2025-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 21st day of May 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
JANET MARTINEZ,
CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 2025-__ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held May 21, 2025, and that the Summary of the Ordinance was published on _____ and _____ in the Laguna Niguel News.

_____
JANET MARTINEZ,
CITY CLERK

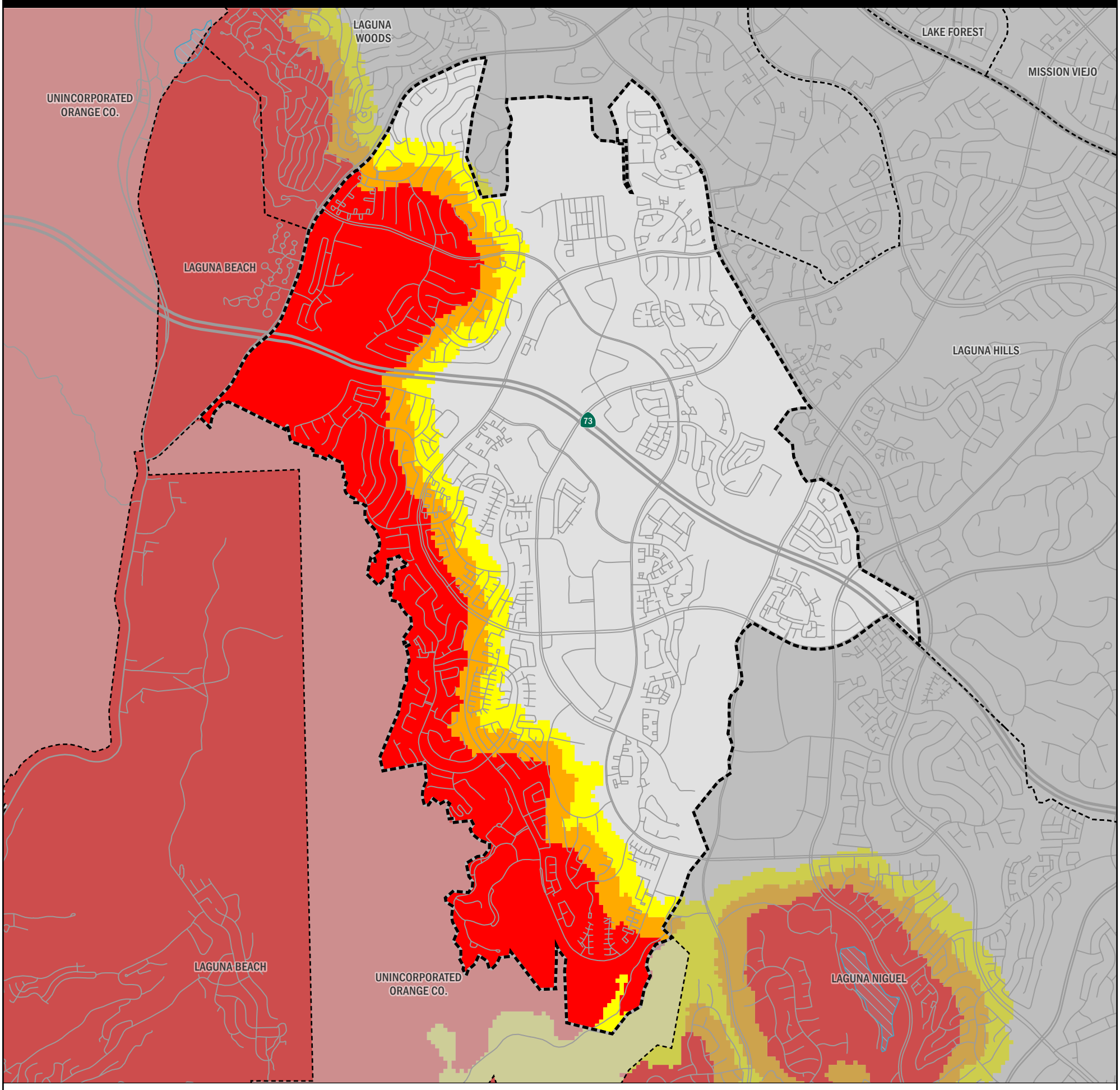
(SEAL)

CITY OF ALISO VIEJO – ORANGE COUNTY

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

March 24, 2025





Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High | High | Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High | High | Moderate

Mi 0 1

Km 0 1 2

Projection: NAD 83 California Teale Albers
Scale: 1:31,000 at 11" x 17"

Incorporated City | Waterbody

Unzoned LRA

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:

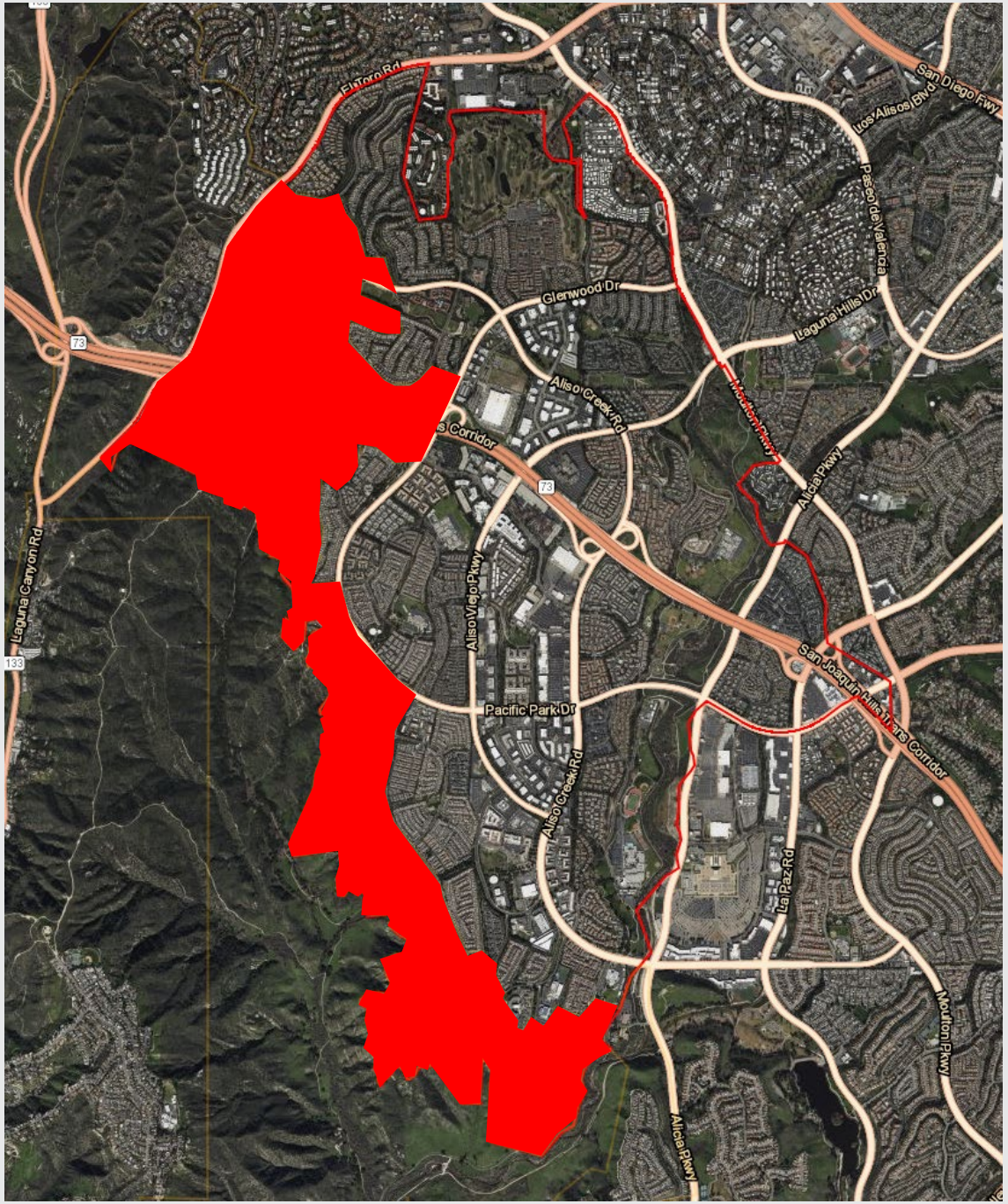
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

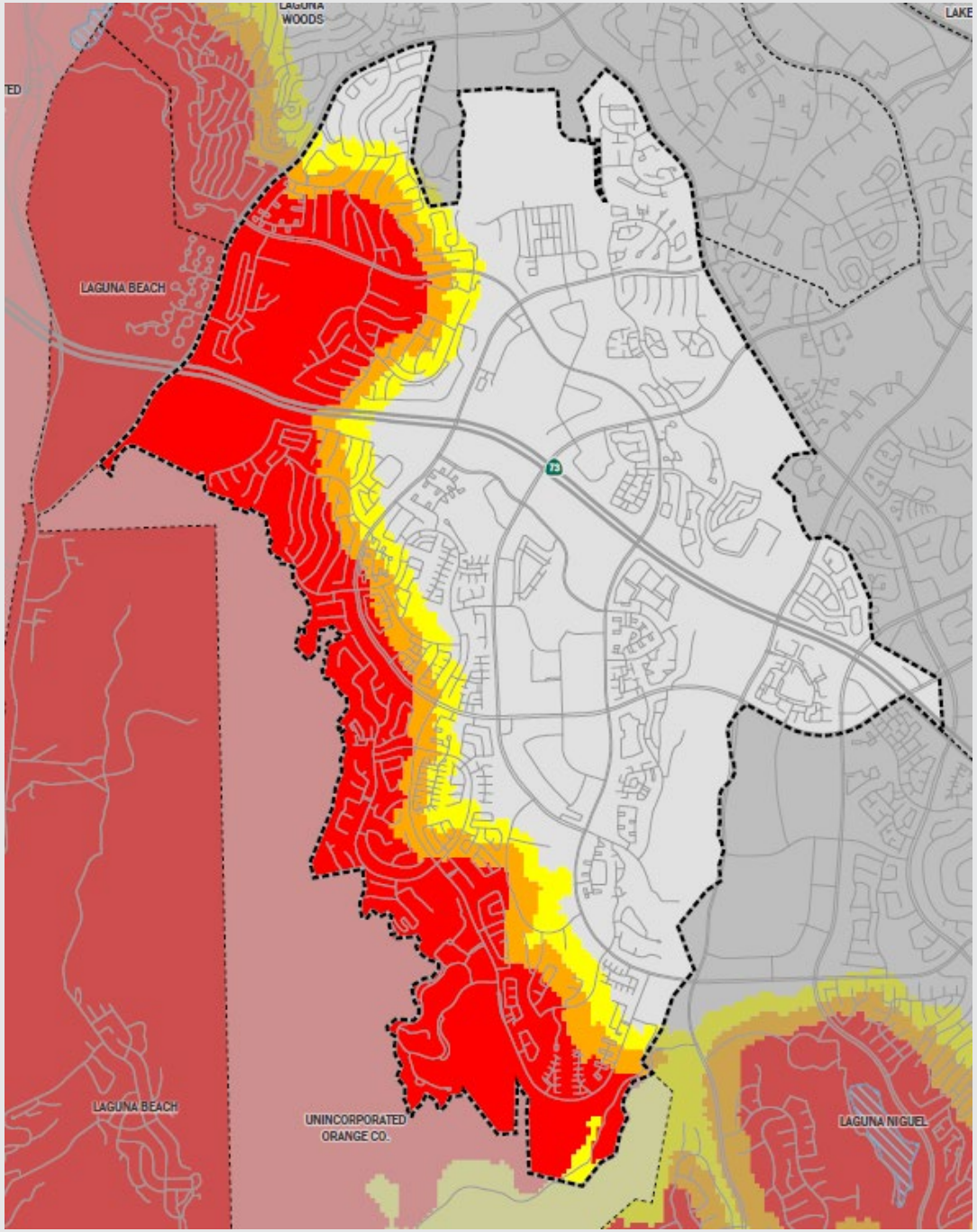
CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalizati…)

ALISO VIEJO

Local Responsibility Area Fire Hazard Severity Zone


El Toro Rd
San Diego Fwy
Los Alisos Blvd
Paseo de Valencia
Glenwood Dr
Laguna Hills Dr
Alicia Pkwy
Alicia Creek Rd
Moulton Pkwy
Alicia Pkwy
Laguna Canyon Rd
Alicia Viejo Pkwy
Pacific Park Dr
Alicia Creek Rd
La Paz Rd
Moulton Pkwy
Alicia Pkwy
73
133


LAGUNA WOODS
LAKE
LAGUNA BEACH
73
LAGUNA BEACH
UNINCORPORATED ORANGE CO.
LAGUNA NIGUEL

City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: So Kim, Community Development Director
Rose Rivera, Senior Planner

SUBJECT: ADOPTION OF THE FISCAL YEAR (FY) 2025-2026 ANNUAL ACTION PLAN FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND THE 2025-2029 ORANGE COUNTY REGIONAL ASSESSMENT OF FAIR HOUSING

Recommended Actions:

1. Declare the City Council finds the FY 2025-2026 Annual Action Plan is not subject to the California Environmental Quality Act ("CEQA") as the activity is not a project, as defined in Section 15378(b)(5) of the state CEQA Guidelines;

2. Approve and adopt the FY 2025-2026 Annual Action Plan ("Action Plan") for the use of Community Development Block Grant ("CDBG") funds, including the 2025-2029 Orange County Regional Assessment of Fair Housing (Attachment 1); and

3. Authorize the City Manager to submit the Action Plan to the U.S. Department of Housing and Urban Development ("HUD"), which executes the HUD contract, and authorizes the City Manager to submit all related documents with the implementation of the Action Plan.

Fiscal Impact:

HUD has not published Fiscal Year ("FY") 2025-2026 CDBG allocations; however, the City of Aliso Viejo anticipates receiving $250,000 in CDBG funds for FY 2025-2026. An additional $74,209 in prior-year uncommitted funding is also available. Of the projected $324,209 CDBG funding, $50,000 is allocated for program administration. The City's allocation for administration will be utilized to reimburse the City for Staff and consultant time spent implementing the CDBG program, plus HUD-required fair housing services. Additionally, $37,500 is proposed for public services, and the remaining balance of $236,709 is proposed for Americans with Disabilities Act ("ADA") improvements.

Background:

The 2023-2027 Consolidated Plan, as approved by the City Council on April 19, 2023, established a multi-year strategy for using CDBG funds in the community. CDBG funding supports the development of viable urban communities by supporting projects and activities that create or enhance the availability of decent housing, suitable living environments, and expansion of economic opportunities, primarily for low- and moderate-income Aliso Viejo residents. The Annual Action Plan identifies specific projects and activities to be funded through CDBG for each year of the Consolidated Plan. The 2025-2026 Annual Action Plan is an expenditure plan using the upcoming year's CDBG allocation for activities outlined in the Consolidated Plan.

Discussion:

Due to the delay in approving the 2025 federal budget, to date, HUD has not published FY 2025-2026 CDBG allocations; however, for planning purposes, Community Development staff anticipates the City receiving $250,000 in CDBG funds for FY 2025-2026 and $74,209 in prior-year uncommitted funds are also available for programming. HUD guidance allows communities to plan the allocation of FY 2025-2026 using estimated CDBG funding. To this end, Staff will adjust the Council-adopted FY 2025-2026 Annual Action Plan allocations by a proportional percentage (i.e., a percent change) once HUD publishes CDBG allocations.

FY 2025-2026 Annual Action Plan

The FY 2025-2026 Annual Action Plan proposes to use CDBG funding toward three priorities: public facilities and improvements, public services, and program administration. The Action Plan identifies the following activities for funding:

- **Public Facilities and Improvements: $162,500**

  Funding is proposed for the installation of Accessible Pedestrian Signals ("APS") at various intersections. The project will replace traditional push buttons with audible devices to assist visually impaired pedestrians to cross safely. Funding will also be used to replace non-ADA-compliant improvements at City Hall and the Aliso Viejo Ranch facility. These improvements include the installation of automatic doors, modifications to the public counter, and a City Hall meeting room to provide public accessibility that complies with current ADA regulations. An additional $74,209 in prior-year funds will be programmed for these projects for a total of $236,709.

- **Public Services:**

  HUD regulations allow up to 15 percent of the City's annual CDBG allocation for public services, i.e., social service programs, provided the majority of program beneficiaries are low and moderate-income households. Based on the anticipated

FY 2025-2026 grant, $37,500 is available. Public service grants are only awarded to eligible organizations that apply for the funds. Staff received five applications requesting a total of $47,680, exceeding the available $37,500 by $10,180. Staff reviewed and evaluated each application and subsequently developed funding recommendations for the City Council's consideration. Staff recommendations are shown below:

- **Meals on Wheels: $7,355**

  Age Well Senior Services has requested CDBG funding to provide Meals on Wheels services to homebound Aliso Viejo seniors. Age Well will utilize CDBG funds to purchase raw food in support of its Aliso Viejo program operations. Age Well estimates that 50 Aliso Viejo seniors will benefit from the CDBG funds.

- **Case Management and Supportive Services: $10,000**

  In recent years, the City has purchased three affordable housing units and leased them to Family Assistance Ministries ("FAM") for use as supportive housing for homeless families with children. FAM will use CDBG public service funds to provide case management and support services for families residing in these affordable housing units. Additionally, FAM proposes to provide rent and utility assistance to families with children who may be at risk of becoming homeless. FAM proposes to assist 45 individuals with the CDBG funds.

- **Empowering Readers: $5,500**

  For FY 2025-2026, a new program, the Parentis Foundation Empowering Reader, is proposed to provide literacy interventions for students aged six to eleven reading below grade level. The program will match students with trained older adult volunteers and will partner with the Boys and Girls Club of Capistrano Valley, where 99% of members are low-income. It is anticipated that 25 students will be assisted through CDBG resources.

- **Hunger and Homelessness Prevention: $9,820**

  South County Outreach ("SCO") will provide rent and utility assistance to Aliso Viejo households impacted by a financial crisis that could result in an eviction or the termination of essential utility services (e.g., electricity, gas, telephone/internet services). Households must provide evidence of the pending eviction/termination of services to receive assistance. Financial assistance is provided directly to the landlord or utility company on behalf of the household. In addition to financial assistance, program beneficiaries will receive case management. SCO anticipates that 10 lower-income Aliso Viejo residents will benefit from the CDBG funds.

- **Aliso Viejo Street Outreach: $4,825**

  Stand Up for Kids is a first-time applicant for CDBG funds from the City of Aliso Viejo. Their program offers outreach and engagement services to homeless youth aged 18 to 24. Requested funds will support mentoring, housing navigation, and supportive services, with the goal of assisting eight youths.

Table 1 provides a summary of grant funding requests and recommendations.

Table 1: FY 2025-2026 CDBG Public Service Grant Recommendations

Applicant	Population to Serve	Proposed # to Serve	Requested Amount	Grant Recommendation
Age Well Senior Services	Seniors	50	$7,355	$7,355
Family Assistance Ministries	Homeless	45	$15,000	$10,000
Parentis Foundation	Youths	25	$5,500	$5,500
South County Outreach	Low/Moderate Residents	10	$15,000	$9,820
Stand Up For Kids	Homeless	6	$4,825	$4,825
		TOTAL	**$47,680**	**$37,500**

- **Administration: $50,000 (capped at 20% of FY 2025-2026 Grant)**

  Administration costs related to implementing approved CDBG projects are an allowable reimbursable expense. The City's allocation of administration funding will reimburse staff costs associated with program oversight and coordination, direct program costs, and CDBG program consulting services. Unspent administration funds will be carried forward to the next fiscal year to support non-administration activities.

  In past years, HUD-required fair housing services were allocated as a public service. In an effort to maximize CDBG funds for direct services to Aliso Viejo residents, Staff is proposing to fund fair housing services as an administrative expense. Services include fair housing outreach, education, and enforcement services to reduce and eliminate impediments to accessing fair housing opportunities and affirm fair housing throughout the City. The Fair Housing Foundation ("FHF") will provide services and proposes to assist 40 Aliso Viejo households with the CDBG funds ($3,785).

Table 2 provides an overview of CDBG funding recommendations for FY 2025-2026.

Table 2: FY 20225-2026 CDBG Allocations

Anticipated Resources	CDBG Funds
FY 25-26 CDBG Allocation (Estimate)	$250,000
Prior-Year Funds	$74,209
Total:	**$324,209**
Proposed Expenditures	
Public Service Grants	$37,500
Capital Projects	$236,709
Program Admin (Including Fair Housing)	$50,000
Total:	**$324,209**

Pending HUD's announcement of the FY 2025-2026 CDBG allocation, the draft FY 2025-2026 Annual Action Plan indicates, and Staff recommends, a uniform percentage adjustment (increase or decrease) to the funding for the activities listed above based on the final grant.

2025-2029 ORANGE COUNTY REGIONAL ASSESSMENT OF FAIR HOUSING

To meet federal requirements outlined in the Fair Housing Act of 1968, which prohibits housing discrimination and requires the City to affirmatively further fair housing, the City partnered with other Orange County cities and the County of Orange to create the county-wide 2025-2029 Regional Assessment of Fair Housing (OC-AFH). This collaborative effort involved an in-depth analysis of housing and community indicators, along with resident input, to identify impediments to fair housing choice within each jurisdiction. Correspondingly, action steps tailored to address each jurisdiction's specific fair housing barriers were developed. State law also mandates the City to implement measures that affirmatively further fair housing, a strategy detailed in the City's Housing Element. A summary of the 2025-2029 Orange County Assessment of Fair Housing and Aliso Viejo's Fair Housing Action Plan is provided as Attachment A to the Annual Action Plan, and the full OC-AFH is available on the City's website (avcity.org/388/Community-Development-Block-Grant-CDBG-P).

Environmental:

The proposed action is not a project as defined by the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15378(b)(5). The action is an administrative activity of the City that involves a report to a federal agency on the potential use of CDBG funds. The report itself does not authorize any development or changes to land use; thus, the project would not result in any direct or indirect changes to the environment. Consequently, this action is not classified as a project under CEQA.

Public Notice:

Consistent with HUD and local requirements to provide a 30-day public review period, a 1/8-page public hearing notice was published in the *Laguna Niguel News* on April 3, 2025. The City's draft Action Plan was posted on the City website and was available to the public at City Hall and the Aliso Viejo Public Library.

Attachments:

1. FY 2025-2026 CDBG Annual Action Plan

2. Presentation



2025-2026 Annual Action Plan

CITY OF ALISO VIEJO

Draft March 21, 2025

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Appendix 1: Summary of Past Performance

Appendix 2: Public Notice and Summary of Public Comments

Appendix 3: List of CDBG Eligible Census Tract/Block Groups

Attachment

Attachment A: 2025-2029 Orange County Regional Assessment of Fair Housing (Executive Summary & Aliso Viejo Action Plan)

SF-424 and Certifications

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2025-2026 Annual Action Plan for the City of Aliso Viejo satisfies the requirements for receiving Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low- and moderate-income.

Regulations governing the CDBG program require that each activity undertaken with CDBG funds must meet one of the three national objectives:

- Benefit low- and moderate-income persons,
- Aid in the prevention or elimination of slums and blight or
- Meet a community development need having a particular urgency (i.e., federally declared disaster)

As a recipient of CDBG funds, the City is required to prepare a five-year strategic plan that identifies housing and community needs, prioritizes these needs, and develops a strategic plan to address the priority needs. This document is called the Consolidated Plan. The City's current Consolidated Plan covers the fiscal years of 2023-2024 to 2027-2028. On an annual basis, the City prepares an expenditure plan that identifies the specific activities it will undertake with its annual CDBG allocation to meet the priority needs identified in the Consolidated Plan. Fiscal Year 2025-2026 (FY 25-26) is the third year of the current Consolidated Plan cycle.

Due to the delay in approving the 2025 federal budget, HUD has not yet notified the City of the amount it will receive in CDBG for FY 25-26. For planning purposes, the City anticipates receiving $250,000 in CDBG funding for FY 25-26. An additional $74,209 in prior-year funds will also be available for programming during FY 25-26.

2. Summarize the objectives and outcomes identified in the Plan

The City's Consolidated Plan identifies activities to be carried out with CDBG funding over five years and identifies five-year goals and outcomes. A summary of these goals and outcomes is listed below:

- Public Infrastructure and Facility Improvements: Approximately 5,000 City residents may benefit from the installation or rehabilitation of CDBG-funded public infrastructure improvements.
- Housing Preservation: An estimated ten owner-occupied and one rental unit may be rehabilitated with CDBG-funded program resources.
- Homelessness Prevention (including homeless assistance): An estimated 1,350 individuals assisted with case management, food, rent/utility assistance, and housing.

- Public Services: 450 individuals assisted with safety net social services.
- Program Administration: The City will provide resources to ensure oversight and coordination of the CDBG program, as well as support for fair housing services.

3. Evaluation of past performance

Fiscal Year 2024-2025 is the second year of the City's current Consolidated Plan cycle and is not complete. **Appendix 1** summarizes accomplishments for FY 23-24 – the first year of the current Consolidated Plan cycle.

4. Summary of Citizen Participation Process and Consultation Process

Consistent with the City's Citizen Participation Plan, residents, local and regional organizations, and other stakeholders were encouraged to participate in the preparation of the City's 2025-2026 Annual Action Plan. The City implemented the following measures to obtain public input:

- Public service provider meeting – December 4, 2024, to obtain input from local providers regarding residents' social service needs.
- A 2025-2026 Action Plan draft was available for a 30-day public comment period from April 7 to May 6, 2025.
- The City Council adopted the Annual Action Plan after considering public comments received during a public hearing on May 7, 2025.
- Regional meetings will be held to gather public input on the 2025-2029 Orange County Regional Assessment of Fair Housing (see **Attachment A**).

5. Summary of public comments

See **Appendix 2**.

6. Summary of comments or views not accepted and the reasons for not accepting them

See **Appendix 2**.

7. Summary

The Consolidated Plan is a strategic plan that utilizes data and public input to determine priority housing and community needs. The Action Plan is a component of the Consolidated Plan that acts as the annual expenditure plan for using CDBG funds to address identified priority needs. To address priority needs, Aliso Viejo will utilize $324,209 in CDBG funds during FY 25-26 to carry out several CDBG-eligible activities, including public services, public facility improvements, and program administration.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Table 1 – Responsible Agencies

Agency Role	Name	Department/Agency
CDBG Administrator	ALISO VIEJO	Planning Services

Narrative (optional)

The City's Planning Services Department is primarily responsible for preparing the Consolidated Plan, Annual Action Plan, performance reports, and the general administration of CDBG funds

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The consolidated planning process (i.e., the Annual Action Plan process) requires the City to contact and consult with other public and private agencies when developing the plan. The plan must include a summary of the consultation process, including identifying the agencies that participated in the process. Below is a summary of the City's efforts to coordinate interaction with other public and private agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(l))

The City of Aliso Viejo works closely with the Orange County Housing Authority (OCHA), which assists renter households with HUD-funded housing assistance vouchers and certificates. As housing development opportunities evolve, City staff collaborate with developers to explore opportunities for constructing affordable housing for lower-income residents. It is important to note that Aliso Viejo is a master-planned community and is built out. Limited opportunities exist for developing new housing units; however, the City encourages the development of affordable housing opportunities whenever possible. There is no plan to develop additional affordable housing units during FY 25-26.

Additionally, through the annual City-funded Community Assistance grants allocation process, City staff can ascertain the services Aliso Viejo residents need (e.g., senior and youth services) and develop partnerships with local agencies to deliver quality services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Orange County Continuum of Care (OC-CoC) serves as the regional coordinator for the delivery of homeless housing and support services. The OC-CoC is also responsible for conducting the biennial Point-in-Time Survey of the county's homeless population. The 2024 PITS is the most recent homeless count, which identified six unsheltered and five sheltered homeless individuals in the City.

The City will continue to foster relationships with local service providers to address the needs of its homeless residents and those at risk of becoming homeless. The City will also continue to support OC-CoC efforts to address regional homeless issues. During FY 25-26, the City will allocate CDBG funds to support housing and services for homeless families. Additionally, the City may allocate General Funds or state funds to a regional homeless service provider to address the needs of special needs populations.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies, and procedures for the operation and administration of HMIS

Aliso Viejo does not receive Emergency Solutions Grant (ESG) funds; therefore, it does not contribute to the OC-CoC's determination of ESG allocations, evaluation of grant outcomes, or development of policies and procedures for the regional administration of the Homeless Management Information System (HMIS).

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies, and other entities

Table 2 – Agencies, Groups, Organizations Who Participated

1	**Agency/Group/Organization**	**Fair Housing Foundation**
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Impediments to Fair Housing Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided data and information that helped identify the needs of households requiring fair housing services and provided input regarding the City's strategy to address impediments to fair housing and to affirm fair housing in the community
2	**Agency/Group/Organization**	**211 Orange County**
	Agency/Group/Organization Type	Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homeless Management Information System (HMIS)
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Regional Continuum of Care coordinator and HMIS administrator – also provided information regarding regional and City homeless populations and shelter resources
3	**Agency/Group/Organization**	**Orange County Housing Authority**
	Agency/Group/Organization Type	Public Housing Authority

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information regarding the number and type of households receiving rental assistance and the number of households requesting housing assistance
4	**Agency/Group/Organization**	**City of Aliso Viejo**
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Various City departments and the City Council provided community-based data and information and also played a crucial role in identifying priorities and the allocation of CDBG funds
5	**Agency/Group/Organization**	**Family Assistance Ministries**
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Helped identify the housing and service needs of persons at risk of becoming homeless and those already homeless
6	**Agency/Group/Organization**	**Parentis Foundation**
	Agency/Group/Organization Type	Services-Youth
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency helped identify the needs of lower-income youths
7	**Agency/Group/Organization**	**Age Well Senior Services**
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency helped identify the needs of senior and frail elderly persons and households
8	**Agency/Group/Organization**	**South County Outreach**
	Agency/Group/Organization Type	Services-Homeless

	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Helped identify the housing and service needs of persons at risk of becoming homeless and those already homeless
9	**Agency/Group/Organization**	**Stand Up For Kids**
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Helped identify the housing and service needs of youths aged 12 to 24 at risk of becoming homeless and those already homeless

Identify any Agency Types not consulted and provide the rationale for not consulting

The City had an open consultation process; no agency was prevented from participating.

Local government consultation with broadband internet service providers engaged in narrowing the digital divide: The City of Aliso Viejo consulted with *BroadbandNow*, a web-based organization dedicated to providing information regarding internet service. *BroadbandNow*'s has created a database of internet providers, detailing the availability and cost of their services. *BroadbandNow* reports that as of January 2025, 100% of Aliso Viejo residents have access to residential broadband service. Cox Communications provides cable and fiber broadband to 97.9% of Aliso Viejo properties. AT&T provides IPBB (a hybrid of fiber-copper wire technology), fiber, and 5G broadband to 88.7% of properties. Other 5G and satellite options are also available.

Most broadband service providers in Orange County participated in the Affordable Connectivity Program (ACP); however, as of February 2024, program funds have been exhausted. The ACP provided eligible households with a $30 discount on monthly broadband internet service. Without the reauthorization of the program, most broadband service providers have offered reduced-cost service to qualified low-income households. Cox offers Internet service to qualified households for $9.95 per month. AT&T's Access program provides basic broadband internet service for low-income families for $30 per month.

Consultation with agencies primarily responsible for managing flood-prone areas, public lands, or water resources, and emergency management agencies: The City has prepared a Local Hazard Mitigation Plan (LHMP). The LHMP provides information to elected officials, public safety officials, City staff, and members of the public to help them understand the threats posed by natural and human-caused hazards in the community. The plan recommends specific proactive measures to mitigate the threat of disasters before they occur. The LHMP also assesses several potential natural hazards and how climate change affects the severity of these hazards on the community and its residents. Hazards assessed include:

- Wildland and urban fires
- Severe weather
- Landslides
- Flooding

The LHMP assesses these threats and Aliso Viejo's vulnerabilities to future disasters. To undertake these threat assessments, staff consulted with various agencies, including the Orange County Fire Authority, Orange County Flood Control District, and the Orange County Sheriff's Department. Resident input was also solicited.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Table 3 – Other Local/Regional/Federal Planning Efforts

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Orange County 211	Assisted the City in analyzing the needs of Aliso Viejo's homeless population. Includes regional 2024 Point-In-Time Survey and regional Plan to End Homelessness
City of Aliso Viejo Housing Element	City of Aliso Viejo	Provided housing priorities and program goals
City of Aliso Viejo 5 Year Strategic Plan	City of Aliso Viejo	A multi-year capital improvement plan helped identify priority capital projects that may be CDBG-eligible
5-Yr. & 1-Yr. PHA Plan	Orange County Housing Authority	Identified OCHA resources to address the housing needs of lower-income renter householders in the City
Orange County Regional Assessment of Fair Housing	Orange County and Orange County cities	A countywide document identifies impediments to fair housing within participating cities and outlines a plan to affirm fair housing
City of Aliso Viejo Local Hazard Mitigation Plan	City of Aliso Viejo	Addresses natural conditions and human activities that can potentially threaten public health and safety

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize the citizen participation process and how it impacted goal-setting

The City implemented the following efforts to obtain public input during the preparation of the Action Plan:

Public Meetings: In partnership with other Orange County cities, a series of in-person and online community meetings were held throughout the County to provide residents with an opportunity to discuss fair housing issues and ways to advance fair housing opportunities for all county residents. (See **Attachment A**.) On December 4, 2024, Aliso Viejo, along with four other South County CDBG grantees, hosted a meeting for social service providers. Twenty-three individuals representing 12 agencies attended the meeting.

Notices/Website: The City published notices in a local newspaper of general circulation (*Laguna Niguel News*) and posted the draft Action Plan and 2025-2029 Orange County Regional Assessment of Fair Housing (OC-AFH) on its website for public review and comment. A copy was also available at City Hall and the library during the required 30-day public comment period (see **Appendix 2**).

Public Hearings: Consistent with HUD's regulations, the City Council held a public hearing at a regularly noticed and scheduled meeting on May 7, 2025, to obtain public input regarding the draft Annual Action Plan and the OC-AFH and to authorize staff to submit the document to HUD. **Appendix 2** includes a summary of public comments.

Citizen Participation Outreach

Table 4 – Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Social Service Providers	The City conducted a public workshop on 12/4/24 to obtain information regarding community service needs from local service providers. 23 individuals representing 12 organizations attended	Meeting comments centered on local service needs and the CDBG public service grant application process	All comments were accepted	NA
2	Public Meeting	Non-targeted/ broad community	Countywide public input meetings regarding the 2025-2029 OC-AFH	A summary of the comments received is found in **Attachment A**	See **Attachment A**	No longer available
3	Newspaper Ad	Non-targeted/broad community	30-day public comment period and public hearing notice	See **Appendix 2**	See **Appendix 2**	Not Applicable
4	Public Hearing	Non-targeted/broad community	5/7/25: Public hearing to approve the 2025-2026 Action Plan and to authorize submission of the Action Plan to HUD	See **Appendix 2**	See **Appendix 2**	Not Applicable

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Due to the delay in approving the 2025 federal budget, HUD has yet to notify the City of the amount of CDBG funding it will receive for FY 25-26. The City anticipates receiving $250,000 in CDBG funding for FY 25-26. An additional $74,209 in uncommitted funds from the prior years are also available for programming during the fiscal year.

In addition to CDBG funding, housing voucher/certificate resources (via OCHA), local and state Permanent Local Housing Allocation (PLHA) will be available to carry out activities that support the goals of the City's Consolidated Plan. Past housing development activity generated significant In-lieu Affordable Housing Fee resources; however, this resource has been exhausted.

Anticipated Resources

Table 5 - Expected Resources – Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$250,000	$0	$74,209	$324,209	$500,000	Annual CDBG allocation

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

The City has identified other resources that will be available to carry out activities that address the goals of the Consolidated Plan:

- OCHA reports that as of January 2025, 153 households in Aliso Viejo have received rental assistance. The City anticipates that 150 households will be assisted during FY 25-26.
- The City will consider using General Funds and State PLHA funds to support housing and support services for Aliso Viejo residents, including special needs populations, such as victims of domestic violence.
- Prior condominium conversions and new housing development activities have generated affordable housing resources. These activities generated approximately $2.5 million in Affordable Housing In-lieu fees. These funds have been used to develop affordable housing or preserve existing housing affordability. The City currently does not have any In-lieu fees.

CDBG does not require matching funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Aliso Viejo is a fully developed city with limited vacant land designated for future development. The City's Housing Element identifies vacant and underutilized sites suitable for housing development. The Element identifies eight sites with zoning that permits up to 1,920 units, 54% of which could be designated for very low- and low-income households.

Discussion

The City anticipates receiving $250,000 in CDBG funds from HUD for FY 25-26; $74,209 in prior-year uncommitted funds are also available for programming during the year. The City will continue to support OCHA's efforts to secure new rental assistance resources and social service programs serving City residents with local and PLHA funds. As outlined above, an inventory of vacant and underutilized land suitable for housing development has been prepared; however, no projects are slated for construction during FY 25-26.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Table 6 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Infrastructure and Facility Improvements	2025	2026	Non-Housing Community Development	Citywide	Public Improvements	CDBG: $236,709	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: TBD
2	Homeless Continuum of Care	2025	2026	Homeless	Citywide	Homeless Support Services and Housing	CDBG: $24,645	Public service activities other than Low/Moderate Income Housing Benefit: 46 Persons Assisted Homelessness Prevention: 15 Persons Assisted
3	Public Social Services	2025	2026	Non-Homeless Special Needs	Citywide	Public Services	CDBG: $12,855	Public service activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted
4	Program Administration	2025	2026	Administration	Citywide	Administration and Planning	CDBG: $50,000	Other: 40 Other

Goal Descriptions

1	**Goal Name**	Infrastructure and Facility Improvements
	Goal Description	Provide or improve public infrastructure and facilities that benefit low- and moderate-income neighborhoods and residents
2	**Goal Name**	Homeless Continuum of Care
	Goal Description	Provide a continuum of housing and supportive services for the homeless and the near-homeless
3	**Goal Name**	Public Social Services
	Goal Description	Provide a safety net of public social services for low- and moderate-income persons and persons with special needs
4	**Goal Name**	Program Administration
	Goal Description	Provide for administration and planning activities to carry out actions that address needs identified in the Consolidated, including services to address impediments to fair housing and to affirm fair housing

Projects

AP-35 Projects – 91.220(d)

Introduction

CDBG funds have been allocated for the following activities for FY 25-26. Due to the delay in approving the federal 2025 budget, the City Council approved the FY 25-26 Action Plan with a provision that CDBG funding for activities will be increased or decreased by a percentage based on the final FY 25-26 CDBG grant.

Projects

Table 7 - Project Information

#	Project Name
1	ADA Improvements
2	Age Well
3	Fair Housing
4	Family Assistance Ministries
5	Parentis Foundation
6	Stand Up For Kids
7	South County Outreach
8	CDBG Administration

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City recognizes that special needs populations (i.e., seniors, disabled, and households with extremely low-income) are more likely to become homeless because they have limited income or other issues that require supportive housing or services; therefore, the City considers supportive services a high priority.

The City anticipates that the greatest obstacle to meeting the needs of these underserved populations is a lack of financial resources for both supportive services and housing. A common need reported in the Consolidated Plan and by service providers is affordable housing. Rising housing costs and limited funding pose a challenge to the City's capacity to support affordable housing initiatives.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	**ADA Improvements**
	Target Area	Citywide
	Goals Supported	Public Improvements and Public Facilities
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: $236,709
	Description	Installation of Accessible Pedestrian Signal (APS) to comply with current ADA regulations
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	TBD
	Planned Activities	Installation of automatic doors at City Hall and the Ranch (Education/Events Center) and other City Hall ADA improvements, including modifications to the public counter and a City Hall meeting room to provide public accessibility that complies with current ADA regulations
2	**Project Name**	**Age Well Senior Services**
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: $7,355
	Description	Services for seniors

	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	50 seniors
	Location Description	Citywide
	Planned Activities	Meals on Wheels for homebound seniors
3	**Project Name**	**Fair Housing Foundation**
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Administration
	Funding	CDBG: $3,785
	Description	Fair housing services
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	120 Individuals (40 households)
	Location Description	Citywide
	Planned Activities	Fair housing outreach, education, and enforcement services to affirm fair housing in the community
4	**Project Name**	**Family Assistance Ministries**
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Support Services and Housing

	Funding	CDBG: $10,000
	Description	Transitional housing and support services
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	45 individuals (5 with rent/utility assistance and 40 with case management and support services)
	Location Description	Citywide
	Planned Activities	Case management and support services for families with children residing in transitional housing, and case management and direct client aid (emergency rent and utility assistance to prevent eviction or termination of utility services)
5	**Project Name**	**Parentis Foundation**
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: $5,500
	Description	Services for youths
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	25 youths
	Location Description	Citywide
	Planned Activities	Intensive one-on-one reading support for students who do not read at grade level - tutoring is provided by trained older adult volunteers for an entire school year

6	**Project Name**	**Stand Up For Kids**
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Support Services and Housing
	Funding	CDBG: $4,825
	Description	Homeless outreach services for teens and young adults
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	6 individuals
	Location Description	Citywide
	Planned Activities	Outreach and engagement services for homeless youths aged 12 to 24
7	**Project Name**	**South County Outreach**
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Support Services and Housing
	Funding	CDBG: $9,820
	Description	Homelessness prevention assistance
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	10 low- and moderate-income persons

	Location Description	7 Whatney St. B, Irvine, CA
	Planned Activities	Case management and direct client aide (emergency rent and utility assistance to prevent eviction or termination of utility services)
8	**Project Name**	**CDBG Program Administration**
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Administration
	Funding	CDBG: $46,215
	Description	CDBG program oversight and coordination
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	City Hall: 12 Journey, Suite 100, Aliso Viejo, CA
	Planned Activities	CDBG program administration, including preparation of required applications and reports

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

For FY 25-26, CDBG funds will support citywide activities for income-eligible or eligible households with a unique characteristic (e.g., seniors), regardless of their location within Aliso Viejo. No "area-wide" activities are planned. There are specific areas of the City (i.e., Block Groups) where a significant percentage of residents meet HUD's program income limits. A list of the City's CDBG Target Areas is provided in **Appendix 3 - CDBG Eligible Census Tract Block Groups**).

Geographic Distribution

Table 8 - Geographic Distribution

Target Area	Percentage of Funds
CDBG census tracts	0
Citywide	100

Rationale for the priorities for allocating investments geographically

The City's primary intent is to serve lower-income households regardless of where they live in the City; therefore, CDBG funding is primarily distributed on a citywide basis.

Discussion

As indicated above, CDBG funds will be allocated to citywide programs serving eligible residents of Aliso Viejo.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

For FY 25-26, the City will not utilize CDBG resources to fund housing activities; this may change in future years as the City develops its CDBG-funded housing program throughout the Consolidated Plan cycle.

Table 9 - One-Year Goals for Affordable Housing by Support Requirement

One-Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	**0**

Table 10 - One-Year Goals for Affordable Housing by Support Type

One-Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	**0**

Discussion

For FY 25-26, the City will not use CDBG funds for housing activities; however, it will continue to support local service providers with CDBG and state funds for homelessness prevention, transitional housing, and supportive services. The City will also continue to support OCHA's implementation of the federal rental assistance voucher and certificate program. An estimated 150 households in Aliso Viejo are expected to benefit from this program in FY 2025-26.

AP-60 Public Housing – 91.220(h)

Introduction

The City does not own or manage public housing.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

The City does not own or manage public housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As outlined in the Consolidated Plan, the City's homeless strategy emphasizes preventing homelessness. HUD's Strategies for Preventing Homelessness states, "Homelessness prevention is an essential element of any effort to end homelessness either locally or nationwide." This HUD strategy also indicates it is less expensive and disruptive to keep a household housed in place. Accordingly, during FY 25-26, the City will utilize CDBG, local, and state PLHA funds to support safety net services for lower-income households. These services include outreach, counseling, rent and utility assistance, and supportive services. These safety net programs can help households maintain their current housing situation and prevent them from becoming homeless.

Describe the jurisdiction's one-year goals and actions for reducing and ending homelessness, including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City supports several regional service providers that assist Aliso Viejo residents at risk of homelessness and those who are currently homeless. These agencies have established outreach programs that engage the homeless and assess their housing and service needs. Local service providers are tied into the regional Coordinated Entry System established by the OC-CoC, which considers the vulnerability of homeless individuals and prioritizes access to housing and services for those most at risk. This need-assessment system is designed to "facilitate exits from homelessness to stable housing in the most rapid manner given available resources."

The Orange County Sheriff's Department Homeless Liaison Officer is also essential to the City's homeless strategy. The Liaison Officer collaborates with City staff and local service providers to connect homeless families and individuals to housing and essential supportive services. This program is PLHA-funded.

Addressing the emergency shelter and transitional housing needs of homeless persons

As the Consolidated Plan indicates, no emergency shelters are located in the City; however, the City supports several homeless shelter providers operating in neighboring communities. In recent years, the City has purchased three condominiums, which are leased to Family Assistance Ministries (FAM) to provide transitional housing for families with children. In FY 25-26, the City will allocate CDBG funds to FAM to provide case management and supportive services to residents of transitional housing.

As previously discussed, the City may utilize General Funds to support Laura's House, which provides supportive housing and services to victims of domestic violence. FAM also offers a continuum of housing, including emergency and transitional housing for families with children.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Pursuant to current HUD directives, the OC-CoC has established a coordinated entry system whereby a homeless individual or family seeking shelter and services is directed to a streamlined system that facilitates access to appropriate housing and services. The system screens applicants for eligibility for various services, including homelessness prevention, emergency shelter, rapid rehousing, permanent supportive housing, and other interventions. The needs and strengths of each household are assessed to determine which interventions will be most effective and appropriate while prioritizing people for assistance based on the severity of their needs. Homeless service providers currently supported by the City will play a critical role in housing and servicing the City's homeless population through the coordinated entry system.

For FY 25-26, the City will allocate CDBG funds to FAM and South County Outreach, which will provide case management and supportive services to homeless or at-risk individuals and families. Support services include housing navigation assistance and budget management skills. These coordinated services aim to help individuals and families find affordable housing and maintain a household budget prioritizing housing security.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

As previously stated, the City's homeless strategy is based on the proposition that it is less expensive and disruptive for a household to remain housed in their existing home than to be rehoused. To this end, the City will utilize CDBG (and other public) resources to support agencies that provide various safety net services, helping to prevent households from becoming homeless. Examples of safety net services include food banks and rent/utility assistance programs, such as those currently offered to Aliso Viejo residents by FAM and South County Outreach. A portion of CDBG funds allocated to FAM and South County Outreach will provide rent and utility assistance to households at risk of eviction.

Discussion

The City's homeless strategy is to prevent homelessness and support local service providers' efforts to assist regional and local homeless populations. For FY 25-26, CDBG, local funds, and state PLHA funds

will be utilized for homeless services. Services to be funded include homelessness prevention, case management, and supportive services.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers to affordable housing and actions to overcome these obstacles are outlined in the City's Housing Element and summarized in the Consolidated Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing, such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Housing Element outlines several actions that the City will take to alleviate some of the barriers impacting affordable housing development.

- The City's Zoning Code contains regulations and procedures for approving density bonuses and additional incentives for affordable or senior housing.
- The Zoning Code includes regulations and procedures for approving accessory residential units (ADUs) and junior accessory dwelling units consistent with current State law.
- The City will consider modifying parking and landscape requirements for qualified projects such as affordable or senior housing development.
- The City's General Plan identified several Community Benefit Overlay (CBO) areas where alternative development standards could be applied to maximize development opportunities.
- The General Plan requires that 15% of apartment units converted to condominiums be affordable to very low- and low-income households. The City also requires that displaced tenants receive relocation assistance. All affordable ownership units are subject to affordability covenants restricting the sale to a low-income or very-low-income buyer.
- The City's Zoning Ordinance requires reasonable accommodations for people with disabilities. For example, a waiver of setback requirements can be provided to ensure that a paved path of travel is available to residents with mobility impairments.
- The City has adopted a Green Building Program that offers incentives, such as expedited processing or fee waivers, to project proponents who agree to incorporate environmentally sensitive, sustainable, and energy-efficient construction techniques into their projects.
- The City is developing permit tracking software to streamline the development review process and reduce costs.

There is no local tax that may act as a barrier to affordable housing.

Discussion:

The City's Housing Element outlines a comprehensive plan to address barriers to affordable housing - the Consolidated Plan mirrors this plan. While incentives are available to developers and property owners, no housing projects slated for construction during FY 25-26 are likely to take advantage of these incentives.

AP-85 Other Actions – 91.220(k)

Introduction:

Below are the actions the City will implement during FY 25-26 to address the sub-strategies of the Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

During FY 25-26, the City will encourage and support OCHA's efforts to obtain additional rental assistance funding, especially for senior and low-income households. CDBG-funded public facility improvements to be undertaken during the year will provide individuals with disabilities and mobility limitations with barrier-free access to public facilities. Public services will address the needs of seniors and lower-income households at risk of homelessness or who are homeless. Fair housing services will help ensure that households have access to safe and decent housing that they desire and can afford, without regard to their race, color, religion, sex, sexual orientation, national origin, familial status, marital status, disability, age, or other characteristics protected by law.

Actions planned to foster and maintain affordable housing

As previously outlined, the City will not utilize CDBG funds to support housing activities during FY 25-26; however, the City will continue to support OCHA's administration of HUD's voucher and certificate rental assistance program. Additionally, the City will monitor properties and housing units subject to covenants to ensure their continued affordability and compliance.

Actions planned to reduce lead-based paint hazards

Most of the City's housing stock was constructed after 1980; nonetheless, the City will continue to provide community residents with information regarding the health impacts of lead-based hazards, particularly for young children.

Actions planned to reduce the number of poverty-level families

According to the U.S. Census Bureau (2019-2023 American Community Survey), approximately 5.2% of the City's population lives at or below the poverty level, including 4.8% of children under 18 and 9.8% of seniors (aged 65 and older). The City will support several activities that aim to reduce the number of households living in poverty:

- OCHA administers rental assistance programs for very low-income renters, including senior households.
- Social service programs that provide free or reduced-cost services to lower-income households can help improve the quality of life.

- Social service programs that assist households at risk of homelessness and those who are already homeless.

Actions planned to develop institutional structure

The City has developed an institutional structure to help identify and access resources that can improve the community. For example, the City will continue to work with nonprofit entities to deliver social services. The City will also continue to provide critical information on homeless resources to assist with the preparation of the County's Continuum of Care Homeless Assistance grant applications to HUD. Aliso Viejo will also provide essential information regarding mainstream funds the City will make available to serve the homeless and assist in identifying and prioritizing gaps and needs in the regional system of care.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Aliso Viejo does not operate public housing. OCHA provides rental assistance in the community. Federal legislation requires the Housing Authority to prepare five-year and one-year plans that outline its mission, goals, and objectives related to public and assisted housing programs. The City will review the Authority's plans and will provide OCHA with the opportunity to review and consult with the City regarding its Consolidated Plan. This cross-consultation aims to provide consistent and coordinated housing services for residents of the City. Ongoing consultation with local nonprofits also helps the City coordinate the efficient and effective use of limited federal resources.

Discussion:

HUD-funded grant recipients must affirmatively further fair housing and not discriminate in housing or services, either directly or indirectly, based on race, color, religion, sex, national origin, age, familial status, or disability. Grant recipients such as Aliso Viejo are required to (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choices for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, national origin, and other personal or familial attributes; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act. HUD encourages jurisdictions to consult with one another and initiate region-wide area fair housing planning. The **2025-2029 Orange County Regional Assessment of Fair Housing** (**OC-AFH**) is the primary document for this purpose. In addition to identifying impediments to fair housing in the county, a strategy to overcome these barriers must be developed and implemented; accomplishments are reported annually. The City participated in the development of the OC-AFH. The Executive Summary of the OC-AFH, along with the Action Plan the City will implement to affirmatively further fair housing, is provided in **Attachment A**.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Each HUD program covered by the Consolidated Plan regulations must address specific program-specific requirements. Below are the requirements for the CDBG program as prescribed by the Annual Action Plan template.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate-income. Overall Benefit - A consecutive period of one, two, or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate-income. Specify the years covered that include this Annual Action Plan.	100%

Discussion:

The City will meet the overall 70% benefit requirement for low- and moderate-income households under the CDBG program over one program year: **FY 25-26**.

City of Aliso Viejo
Summary of Consolidated Plan Accomplishments
(FY 2023-2027)

ConPlan Goal	Unit of Measure		Expected 5 Yr. ConPlan Goal	5-Year Actual	5-Year Percent Complete	Expected FY 23-24 Program Year	Actual FY 23-24 Program Year	1 Yr. Percent Complete
Public Social Services	Persons Assisted		450	89	19.78%	110	89	80.91%
Homeless Continuum of Care	Persons Assisted	*Support Svcs*	1,250	225	18.00%	288	225	78.13%
		Shelter	50	9	18.00%	9	9	100.00%
		Prevention	50	16	32.00%	12	13	108.33%
Program Administration	Other		5	1	20.00%	1	1	100.00%
Infrastructure and Facility Improvements	Persons Assisted		5,000	1,730	34.60%	1,146	1,730	150.96%
Housing Preservation	Persons Assisted		11	1	9.09%	1	1	100.00%

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Laguna Niguel News
1920 Main St. Suite 225
Irvine, California 92614
(714) 796-2209

12 JOURNEY, STE 100
ALISO VIEJO, California 92656

AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA

County of Orange County

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the Laguna Niguel News, a newspaper that has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange County, State of California, on February 17, 1998, Case No. A-190535 in and for the City of Irvine, County of Orange County, State of California; that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/03/2025

I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Executed at Anaheim, Orange County, California, on
Date: Apr 3, 2025.

Signature

CITY OF ALISO VIEJO
NOTICE OF CITY COUNCIL
PUBLIC HEARING
AND PUBLIC REVIEW PERIOD

NOTICE IS HEREBY GIVEN that the City of Aliso Viejo is seeking public input regarding the Community Development Block Grant (CDBG) program Annual Action Plan for Fiscal Year (FY) 2025-2026 and the Orange County FY 2025-2029 Regional Assessment of Fair Housing. The CDBG program's primary objective is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities for low- and moderate-income residents (i.e., those earning 80 percent or less of Orange County's median income). This funding is provided by the U.S. Department of Housing and Urban Development (HUD). The scope of eligible activities established by HUD ranges from public works improvements to housing rehabilitation and social service programs.

FY 2025-2026 ANNUAL ACTION PLAN
The Consolidated Plan is a five-year strategic plan that identifies priority community needs and projects/programs that may be implemented with CDBG funds to meet these needs. The Aliso Viejo City Council approved the Consolidated Plan in April 2023. A component of the Consolidated Plan is the Annual Action Plan (AAP). The AAP outlines the City's proposed use of CDBG funds for twelve months to address the priority needs identified in the Consolidated Plan. HUD has not notified the City of its FY 2025-2026 CDBG allocation; however, for planning purposes, the City estimates it will receive $250,000 in CDBG funds. An additional $74,209 in prior year CDBG funds are also available for programming. Based on the estimated funds to be available, the following activities will be undertaken:

		CDBG Revenue
Estimate FY 2025-2026 CDBG Fund		$250,000
Prior Year CDBG Funds		$74,209
	Total:	**$324,209**
		Proposed Use of CDBG Funds
Public Services (15% maximum)		$37,500
Capital Improvements		$236,709
Program Administration (20% maximum)		$50,000
	Total:	**$324,209**

Due to the delay in approving the federal 2025 budget, CDBG funding for activities described above will be increased or decreased based on the City's final FY 2025-2026 CDBG grant.

ORANGE COUNTY FY2025-2029 REGIONAL ASSESSMENT OF FAIR HOUSING (OC-AFH)
As a recipient of CDBG funds, the City of Aliso Viejo is required to comply with the Fair Housing Act of 1968. In addition to prohibiting discrimination based on race, color, religion, disability, and other protected personal and familial attributes, the City is required to affirmatively further fair housing. The OC-AFH is the primary policy document utilized by the City for this purpose. HUD encourages jurisdictions to consult with one another and prepare a region-wide plan to address impediments to fair housing choice. To this end, the City is a participant in the preparation of the 2025-2029 OC-AFH. The entire draft OC-AFH is available for public review on the City's website (https://www.avcity.org/388/Community-Development-Block-Grant-CDBG-P). The executive summary and action steps to be taken by the City are included in the draft AAP as Attachment A.

PUBLIC REVIEW
As part of the City's citizen participation process, a draft of the FY 2025-2026 Annual Action Plan will be available for public review on the City's website (www.avcity.org/388/Community-Development-Block-Grant-CDBG-P) from April 7, 2025,to May 6, 2025. Additional public input will be received at a public hearing; the hearing details are provided below. All interested persons are invited to the public hearing to discuss the programs/services proposed. Written comments will be accepted through May 6, 2025, at the address below. The draft FY 2025-2026 Annual Action Plan will be available at the City of Aliso Viejo City Hall and the City's website at www.avcity.org. Written comments may be submitted to the City Council prior to a scheduled public hearing to the attention of Janet Martinez, City Clerk, City of Aliso Viejo, 12 Journey, Suite 100, Aliso Viejo, California 92656. Please reference the hearing title and date of hearing in any correspondence.

INVITATION TO BE HEARD
The Aliso Viejo City Council will conduct a public hearing to accept additional public comments regarding the FY 2025-2026 Annual Action Plan. The public hearing will be held on Wednesday, May 7, 2025, at 7:00 PM or as soon thereafter as possible. The hearing will be held at the City of Aliso Viejo City Hall Council Chambers, located at 12 Journey, Suite 150, Aliso Viejo, CA 92656.

If you wish to challenge the above projects in court, the challenge will be limited only to those issues you or someone else raised at the public hearing or in written correspondence delivered to the City at or before the public hearing as described in this notice.

The agenda materials pertaining to this item will be available for public review at the City and on the City's website at www.avcity.org by approximately 4:30 PM on May 2, 2025. Please contact the Planning Division at (949) 425-2525 or planning@avcity.org if you have any questions regarding the agenda materials.

It is the intention of the City of Aliso Viejo to comply with the Americans with Disabilities Act (ADA). If you require special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (949) 425-2505 at least 48 hours before the meeting to inform us of your particular needs.

/s/ Janet Martinez, City Clerk

1/8-page display ad
Laguna Niguel News
Published: 4/3/25

SUMMARY OF PUBLIC COMMENTS

PUBLIC COMMENT PERIOD

TBD

PUBLIC HEARING

TBD

CDBG-ELIGIBLE
Census Tract Block Groups
(April 2025)

City	Low/Mod Residents	Low/Mod Univers	% Low/Mod	Census Tract	Block Group
Aliso Viejo	1,615	2,225	72.60%	042320	1
Aliso Viejo	720	1,130	63.70%	062638	1
Aliso Viejo	865	1,380	62.70%	062636	2
Aliso Viejo	855	1,430	59.80%	062637	3
Aliso Viejo	785	1,470	53.40%	062636	1
Aliso Viejo	470	915	51.40%	062635	3
Aliso Viejo	850	1,740	48.90%	042320	3
Aliso Viejo	345	730	47.30%	062634	4

THE FOLLOWING IS AN EXCERPT OF THE ORANGE COUNTY REGIONAL ASSESSMENT OF FAIR HOUSING 2025-2029 LIMITED TO THE EXECUTIVE SUMMARY & ALISO VIEJO'S AFH ACTION PLAN. THE COMPLETE AFH CAN BE ACCESSED AT www.avcity.org/388/Community-Development-Block-Grant-CDBG-P



EQUAL HOUSING OPPORTUNITY

Orange County Regional Assessment of Fair Housing 2025-2029

I. Executive Summary

The Assessment of Fair Housing (AFH) provides communities an opportunity to assess their progress toward the goals of eliminating housing discrimination and promoting access to housing opportunity for both current and future residents. Jurisdictions that receive funding from the U.S. Department of Housing and Urban Development (HUD), including Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds, complete an AFH at least once every five years, consistent with the Consolidated Plan cycle, as part of their obligations under the Housing and Community Development Act of 1974 and the Cranston-Gonzalez National Affordable Housing Act.

As a fair housing planning document, the AFH facilitates HUD grantee compliance with statutory and regulatory requirements to affirmatively further fair housing. Affirmatively furthering fair housing entails taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. The duty to affirmatively further fair housing applies to all activities and programs within a jurisdiction related to housing and urban development.

This AFH is a collaborative effort among the following jurisdictions:

- Orange County and the Urban County Program participating cities of Brea, Cypress, Dana Point, La Palma, Laguna Beach, Laguna Hills, Laguna Woods, Los Alamitos, Placentia, San Juan Capistrano, Seal Beach, Stanton, Villa Park, and Yorba Linda.
- The HUD Entitlement Cities of Aliso Viejo, Anaheim, Buena Park, Costa Mesa, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, La Habra, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, City of Orange, Rancho Santa Margarita, San Clemente, Santa Ana, Tustin, Westminster.

To prepare the AFH, jurisdictions first must identify fair housing issues. A fair housing issue refers to a condition within a specific geographic area that restricts fair housing choice or limits access to opportunity. Fair housing issues may include ongoing local or regional segregation/concentration or lack of integration, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, disproportionate housing needs, and evidence of discrimination or violations of civil rights law or regulations related to housing. To identify fair housing issues, HUD recommends that jurisdictions gather and analyze data. For this AFH, the jurisdictions analyzed data on the following topics:

- Demographics
- Segregation or Concentration/Integration
- Racially and/or Ethnically Concentrated Areas of Poverty
- Disparities in Access to Opportunity

- Housing Needs
- Discrimination Complaints

The data utilized in the analysis are from the U.S. Census Bureau American Community Survey (ACS), HUD's AFFH Data and Mapping Tool, the California Department of Housing and Community Development (HCD) AFFH Data Viewer 2.0, housing discrimination complaint data provided by HUD's Office of Fair Housing and Equal Opportunity (FHEO), and information gathered through the community participation process (described below). The ACS data utilized in the assessment are from the 2018-2022 five-year estimates, which were the most current data across all participating jurisdictions at the time the analysis was conducted.

After analyzing the data and identifying fair housing issues, jurisdictions then must identify contributing factors. A contributing factor is any condition that creates, contributes to, perpetuates, or increases the severity of one or more fair housing issues. For each fair housing issue and its contributing factors, jurisdictions must then develop fair housing goals. A fair housing goal is a specific, meaningful action that can reasonably be expected to create meaningful positive change that affirmatively furthers fair housing by increasing fair housing choice or reducing disparities in access to opportunity.

For the contributing factors and fair housing goals in this AFH, the jurisdictions built upon the extensive work they have already done preparing their most recent Housing Elements, which cover an eight-year planning period. As part of the state-mandated Housing Element, California jurisdictions must conduct a fair housing assessment that includes an analysis of fair housing issues, identification of factors that create and/or contribute to those issues, and development of goals and meaningful actions to affirmatively further fair housing. Progress toward reaching the goals identified in the Housing Element must then be periodically reported to the state.

A summary of the fair housing issues, significant contributing factors, and fair housing goals for each jurisdiction can be found in **Section IV** of this AFH.

II. Community Participation Process

To develop the AFH, information was also gathered from residents, housing professionals, and service providers. Incorporating information from these sources is important for ensuring that the AFH reflects community needs and knowledge that may not be discernible from other data sources. The community participation process for this AFH involved the following efforts:

A. Stakeholder Consultation

Four one-on-one interviews, and two focus groups were conducted during January and February 2025 with organizations that provide fair housing services and/or housing and services to protected class groups throughout the County. The interviews and focus group sessions discussed the fair housing issues frequently encountered by the organizations, the underlying causes for those issues, and ongoing efforts currently to address them. Participants also discussed additional actions their organizations would recommend. Invitations to participate in the stakeholder consultation activities were sent to approximately 78 organizations identified by the jurisdictions involved in the planning process. Fourteen organizations, as well as staff from two of the participating jurisdictions, participated in these consultations, including: Fair Housing Council of Orange County, Fair Housing Foundation, Orange County Families Forward, Orange County United Way, Family Assistance Ministry, The HUB OC, National Core, NeighborWorks Orange County, Thomas House Family Shelter, Domus Development, City of Garden Grove, City of Lake Forest, Dayle McIntosh Center, CalOptima, and Assistance League of Orange County. Information gathered through these consultations is incorporated throughout this report.

B. Community Meetings

A total of six community meetings were held in March 2025 to gather public input on the fair housing issues impacting residents of Orange County, and the factors that create, contribute to, perpetuate, or increase the severity of those issues. These meetings included two virtual meetings and four in-person meetings held at the dates, times, and locations listed below.

In-person community meetings:

- March 5, 2025, from 10:30 a.m. – 11:30 a.m. at Santa Ana City Council Chamber, 22 Civic Center Plaza, Santa Ana, CA 92701
- March 5, 2025, from 6:30 p.m. – 7:30 p.m. at Santa Ana City Council Chamber, 22 Civic Center Plaza, Santa Ana, CA 92701
- March 6, 2025, from 10:30 a.m. – 11:30 a.m. at La Habra City Hall, Festival Room, 110 E. La Habra Boulevard, La Habra, CA 90631

- March 6, 2025, from 6:30 p.m. – 7:30 p.m. at Costa Mesa City Hall, Community Room, 77 Fair Drive, Costa Mesa, CA 92626

Virtual community meetings:

- March 7, 2025, at 6:00 p.m., via Microsoft Teams
- March 13, 2025, at 1:00 p.m., via Microsoft Teams

Outreach to advertise the community meetings included the following efforts:

- City of Anaheim notified the 250 members of their Homeless Collaborative and community stakeholders.
- City of Aliso Viejo posted a copy of the notice to their City website and shared on social media and city newsletters.
- City of Buena Park posted the public notice on the City website and City Hall bulletin board.
- City of Fountain Valley posted the public notice on the City website
- City of Fullerton published the public notice in the Fullerton Observer newspaper, placed the notice on the City of Fullerton website, and placed copies of the notice at various public facilities and libraries as well as over 25 affordable housing sites.
- City of Irvine sent copies of the notice to subrecipient partners and other interested parties.
- City of Laguna Niguel posted the public notice on the City website and social media channels.
- City of Mission Viejo posted the public notice on the City website.
- City of San Clemente posted the public notice on the City website.
- City of Santa Ana published the public notice for the public meetings in six languages (English, Spanish, Vietnamese, Korean, Chinese, and Arabic) including the following publications: Orange County Register, La Opinion, Nguoi Viet Daily News, Korea Times, World Journal, and Beirut Times.
- City of Rancho Santa Margarita posted the public notice on bulletin boards outside City Hall, OCFA Station 45, and Trabuco Canyon Water District.
- County of Orange sent information regarding the virtual community meetings to community centers in the unincorporated areas of the County.

A total of fifteen individuals participated in these meetings to share their knowledge on fair housing issues and contributing factors in Orange County. These included representatives from the following organizations: Equus Workforce Solutions, Project Hope Alliance, Alianza Translatinx, Human Options, Illumination Foundation, The Eli Home, The Cambodian Family, Orange County Families Forward, City of Fountain Valley, and City of Buena Park. Information gathered through these meetings is incorporated throughout this report.

B. Aliso Viejo

Issue: Concentration

Most of the city is considered an area of high White concentration, except for a few neighborhoods with low-medium concentration (which are predominantly White) in the northern and eastern parts of the city. Since 1990, levels of concentration have been increasing but remain low.

Contributing Factors:

1. Location and type of affordable housing.
2. Limited access to opportunity due to high housing costs.
3. Insufficient fair housing outreach and enforcement.
4. Availability of affordable housing.
5. Availability of affordable units in a range of sizes.
6. Insufficient Housing Choice Vouchers.
7. Displacement of residents due to economic pressures.

Actions:	**Timeframe:**
Expand access to opportunity for all protected classes through the following actions: 1. Identify sites in high opportunity areas for new housing development. 2. Review policies and programs that increase the supply. 3. Conduct a landlord/tenant education campaign on fair housing laws. 4. Encourage development of a range of affordable housing types. 5. Encourage the development of ADUs. 6. Promote Housing Choice Vouchers. 7. Educate renters about their rights.	Annually and ongoing.

Issue: Disparities in Access to Opportunities

Based on analysis of fair housing complaint data, individuals with disabilities may disproportionately experience discrimination in housing.

Contributing Factors:

1. Lack of outreach and education regarding supportive services for individuals with disabilities.
2. Lack of education regarding resources available in the City and County, such as schools, transportation, and other in-home or community resources, for individuals with disabilities and single female-headed households.

Actions:	**Timeframe:**
Bring existing resources to protected classes through the following actions:	

1. Review and amend (if necessary) Reasonable Accommodation regulations and procedures.	Review and amend regulations and procedures by the end of FY 25/26.
2. Provide information on supportive services for individuals with disabilities, single female-headed households, and homeless individuals via the OC Social Services Agency.	Conduct annually by Dec. 31st of each year.
3. Partner with OCTA and publish public transit program info (OC Flex, OC ACCESS Service, and youth rider free pass).	Conduct bi-annually by Dec. 31st of each year.

Issue: Disproportionate Housing Needs

The City's *2021-2029 Housing Element* identified substandard housing conditions for low-income households as an issue facing low-income residents in the city. Additionally, housing cost burden is an issue for renters throughout Orange County.

Contributing Factors:
Substandard housing conditions due to:

1. Insufficient affordable and healthy homes for very-low incomes.
2. Lack of insufficient outreach and education on code enforcement.
3. Insufficient funding for repairs or rehabilitation.
4. Via Iglesia neighborhood has homes in need of repairs

Actions: Reduce existence of substandard housing conditions through the following actions:	**Timeframe:**
1. Add information about the City's Code Enforcement service on the City's website for renters and owners.	Information added on City's website to be completed by the end of FY 25/26. Annually, conduct one informational campaign on Code Enforcement services with the goal of reaching at least 10 renters and 10 owners.
2. Create educational materials about healthy homes, and post information on the City's website.	Educational materials to be completed by the end of FY 25/26 and posted to the City's website annually.



PUBLIC NOTICE

2025-2029 Orange County Regional Assessment of Fair Housing
Notice of Public Meetings

Program Description:	Federal and State laws prohibit discrimination in the sale, rental, leasing, negotiation, advertising, and financing of housing. The 2025-2029 Orange County Regional Assessment of Fair Housing (AFH) is a five-year planning document that examines housing and demographic data to identify fair housing issues, determine contributing factors, and establish goals to ensure fair housing choice, address disproportionate housing needs, and increase access to opportunity. The geography addressed by this AFH includes 27 incorporated cities throughout Orange County as well as the unincorporated areas.
Public Meetings:	Public meetings will be held to provide an opportunity for residents to provide feedback on fair housing issues. Orange County residents are invited to attend any of the following public meetings: • March 5, 2025 from 10:30 a.m. – 11:30 a.m. at Santa Ana City Council Chamber, 22 Civic Center Plaza, Santa Ana, CA 92701 • March 5, 2025 from 6:30 p.m. – 7:30 p.m. at Santa Ana City Council Chamber, 22 Civic Center Plaza, Santa Ana, CA 92701 • March 6, 2025 from 10:30 a.m. – 11:30 a.m. at La Habra City Hall, Festival Room, 110 E. La Habra Blvd., La Habra, CA 90631 • March 6, 2025 from 6:30 p.m. – 7:30 p.m.at Costa Mesa City Hall, Community Room, 77 Fair Drive, Costa Mesa, CA 92626 Two virtual meetings also will be held. To access the meetings, visit the URL listed below. • March 7, 2025 at 6:00 p.m. https://bit.ly/OCAFH • March 13, 2025 at 1:00 p.m. https://bit.ly/OrangeCoAFH
ADA Compliance:	All in-person public meetings will be held at locations accessible to persons with disabilities. Anyone who requires public documents in an accessible format, the jurisdictions will make reasonable efforts to accommodate requests. If special assistance is required to participate in a public meeting, the meeting host will attempt to make accommodations in every reasonable manner. Please contact David Flores, Housing Programs Coordinator for the City of Santa Ana at 714-647-6561 at least 48 hours prior to the meeting to describe specific needs and to determine if accommodation is feasible.
Language Access:	Translation services for participants in the public meetings will be available in Spanish, Vietnamese, Korean, Mandarin, and Arabic.

ALISO VIEJO

Community Development Block Grant (CDBG)

2025 – 2026 Annual Action Plan

2025 – 2029 Orange County Regional Assessment of Fair Housing

City Council
May 7, 2025

2025-2026 CDBG Funding

- Anticipated allocation: $250,000
  - Estimate only - delay in Federal budget approval
  - HUD allows communities to plan the allocation of CDBG funds
  - CDBG allocation will be adjusted by a proportional percentage once HUD publishes CDBG allocations

2025 – 2026 Plan of Expenditures

- **Public Facilities and Improvements: $162,500**
  - Sidewalk curb ramp improvements
  - Additional $74,209 from previous year's allocation
- **Public Services: $37,500**
  - Up to 15 percent of the allocation can be used for public services
  - Beneficiaries must be low and moderate-income households
  - Five applicants awarded funding
- **Administration: $50,000**
  - Reimbursable administrative expenses capped at 20%
  - Used for City staff administration and CDBG consultant services
  - $3,785 allocated to fair housing services

2025 – 2026 Plan of Expenditures (continued)

- **Meals on Wheels: $7,355**
  - Age Well Senior Services
  - Meal delivery to homebound seniors
- **Case Management and Supportive Services: $10,000**
  - Family Assistance Ministries ("FAM")
  - Case management and support services
- **Empowering Readers: $5,500**
  - Parentis Foundation
  - Literacy intervention program
- **Hunger and Homelessness Prevention: $9,820**
  - South County Outreach ("SCO")
  - Rent and utility assistance
  - Case management and access to SCO's food bank
- **Street Outreach: $4,825**
  - Stand Up For Kids
  - Homeless youth outreach

2025 – 2029 Orange County Regional Assessment of Fair Housing

- CDBG funding recipients required to affirmatively further fair housing
- Partnership to create the countywide 2025-2029 Regional Assessment of Fair Housing (OC-AFH)
- In-depth analysis to identify fair housing impediments
- Includes action steps to address fair housing barriers

Staff Recommendation to City Council:

1. Declare the City Council finds the FY 2025-2026 Annual Action Plan is not subject to the California Environmental Quality Act ("CEQA") as the activity is not a project defined in Section 15378(b)(5) of the state CEQA Guidelines;
2. Approve and adopt the FY 2025-2026 Annual Action Plan ("Action Plan") for the use of Community Development Block Grant ("CDBG") funds, including the 2025-2029 Orange County Regional Assessment of Fair Housing; and
3. Authorize the City Manager to submit the Action Plan to the U.S. Department of Housing and Urban Development ("HUD"), which executes the HUD contract and authorize the City Manage to submit all related documents with the implementation of the Action Plan.

City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: CONCEPT PLAN REVIEW FOR A RESIDENTIAL COMMUNITY AT 27081 ALISO CREEK ROAD

Recommended Action:

Review and provide initial feedback on concept plans for a development proposal involving the demolition of three existing office buildings to accommodate the construction of a 137-unit, residential community at 27081 Aliso Creek Road ("Project").

Fiscal Impact:

None.

Background:

On March 20, 2025, Shea Homes ("Applicant") submitted a preapplication to demolish three existing office buildings to accommodate the construction of a 137-unit, residential community at 27081 Aliso Creek Road.

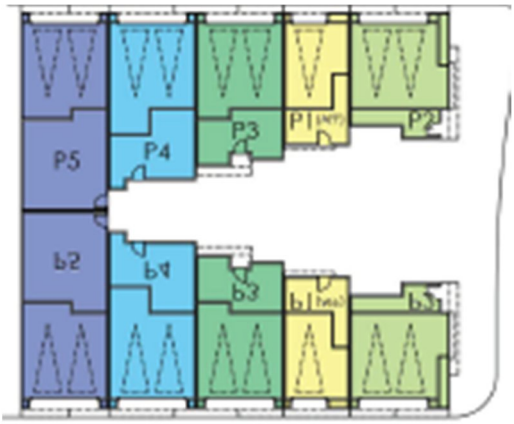
Discussion:

Existing Site: The existing site measures 8.5 acres in size and is developed with three office buildings and an associated parking lot (see image to the right). Access to the site is provided by two driveways, one to the north along Pacific Park Drive and the other to the south accessed via Aliso Creek Road. The General Plan designates this property as Professional Office for both land use and zoning.

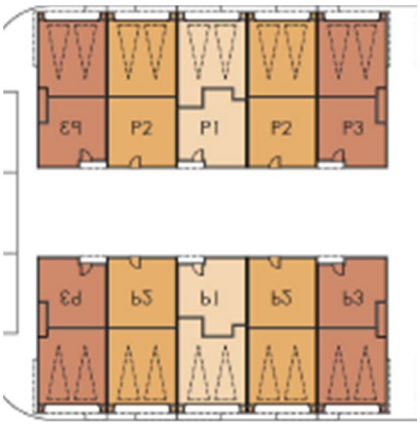


Proposed Project: The Applicant plans to demolish three existing office buildings to construct a 137-unit residential complex at 16 du/ac. This Project will feature two types of three-story housing: 67 garden courts and 70 row townhomes. The garden court includes five different plan types that range in size from 1,102 to 2,186 square feet. The garden court features attached units with a courtyard at the center. The townhomes are larger units that includes three different plan types that range in size from 2,019 to 2,249 square feet. Townhome units include open areas along the front façade. Both housing types will be three-story units with enclosed garages.

Garden Court



Townhomes



Affordable Housing: The Project comprises 137 units, with 14 units (10%) designated as affordable housing. With a density of 16.2 du/ac, the Project qualifies for a density bonus, incentives/concessions, waivers, and reduced parking requirements. Depending on whether the affordable units are restricted as very low- or low-income, the Project may be entitled to up to two incentives or a reduction in applicable development standards (e.g., coverage, setback, parking requirements). Although eligible, the Applicant is not requesting additional density but may need deviations from development standards. Regarding parking, most units will have two-car garages, while the 14 smallest units will have one-car garages. The Project will provide a total of 260 enclosed garage spaces and 85 guest parking spaces distributed throughout the site. The total parking spaces provided are expected to exceed the required minimum for such projects.

Development Agreement ("DA"): The Project will require a DA as the application package includes amendments to the general plan and zoning designations along with new development. The Project requires a tentative tract map and amendments to the General Plan land use/zoning designations from Professional Office to Medium Density Residential (>8 to 18 du/ac). These amendments will permanently change the permitted use to residential. A DA is a contract between the City and the developer, which may specify conditions, terms, restrictions, and regulations pertaining to all aspects of a development project. The DA provides assurance to the property owner that it can implement the Project and continue its operation and that the conditions imposed by the City will not change after the approval of the Project. The DA may include payment of fees, similar to park in-lieu fees to mitigate development impacts to parks, schools, traffic, etc.

Environmental:

The Applicant will be required to submit applicable environmental documents and associated fees for peer review.

Public Notice:

A public notice was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site.

Attachments:

1. Concept Plans

2. Project Description

3. Presentation



A0.1	COVER SHEET
A0.2	SITE PLAN
A1.1	GARDEN COURT 5-UNIT FIRST FLOOR PLAN
A1.2	GARDEN COURT 5-UNIT SECOND FLOOR PLAN
A1.3	GARDEN COURT 5-UNIT THIRD FLOOR PLAN
A1.4	GARDEN COURT 10-UNIT FIRST FLOOR PLAN
A1.5	GARDEN COURT 10-UNIT SECOND FLOOR PLAN
A1.6	GARDEN COURT 10-UNIT THIRD FLOOR PLAN
A1.7	GARDEN COURT 10-UNIT ELEVATION
A1.8	GARDEN COURT 10-UNIT ELEVATION
A1.9	GARDEN COURT 13-UNIT FIRST FLOOR PLAN
A1.10	GARDEN COURT 13-UNIT SECOND FLOOR PLAN
A1.11	GARDEN COURT 13-UNIT THIRD FLOOR PLAN
A1.12	GARDEN COURT 2-UNIT FIRST FLOOR PLAN
A1.13	GARDEN COURT 2-UNIT SECOND FLOOR PLAN
A1.14	GARDEN COURT 2-UNIT THIRD FLOOR PLAN
A1.15	GARDEN COURT 4-UNIT FIRST FLOOR PLAN
A1.16	GARDEN COURT 4-UNIT SECOND FLOOR PLAN
A1.17	GARDEN COURT 4-UNIT THIRD FLOOR PLAN
A1.18	GARDEN COURT 6-UNIT FIRST FLOOR PLAN
A1.19	GARDEN COURT 6-UNIT SECOND FLOOR PLAN
A1.20	GARDEN COURT 6-UNIT THIRD FLOOR PLAN
A1.21	GARDEN COURT 6-UNIT ELEVATION
A1.22	GARDEN COURT 6-UNIT ELEVATION
A1.23	GARDEN COURT 7-UNIT FIRST FLOOR PLAN
A1.24	GARDEN COURT 7-UNIT SECOND FLOOR PLAN
A1.25	GARDEN COURT 7-UNIT THIRD FLOOR PLAN
A2.1	ROWTOWN 4-UNIT FIRST FLOOR PLAN
A2.2	ROWTOWN 4-UNIT SECOND FLOOR PLAN
A2.3	ROWTOWN 4-UNIT THIRD FLOOR PLAN
A2.4	ROWTOWN 5-UNIT FIRST FLOOR PLAN
A2.5	ROWTOWN 5-UNIT SECOND FLOOR PLAN
A2.6	ROWTOWN 5-UNIT THIRD FLOOR PLAN
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A2.8	ROWTOWN 5-UNIT ELEVATION
A2.9	ROWTOWN 5-UNIT ELEVATION
A2.10	ROWTOWN 6-UNIT FIRST FLOOR PLAN
A2.11	ROWTOWN 6-UNIT SECOND FLOOR PLAN
A2.12	ROWTOWN 6-UNIT THIRD FLOOR PLAN
L-1	LANDSCAPE IMAGE BOARD
L-2	CONCEPTUAL LANDSCAPE PLAN
C-1	CONCEPTUAL GRADING AND IMPROVEMENT PLAN

A0.1

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SITE DATA

GARDEN COURTS	**67**
PLAN 1 (AFFORDABLE)	*14*
PLAN 2	*14*
PLAN 3	*14*
PLAN 4	*11*
PLAN 5	*14*
ROWTOWNS	**70**
PLAN 1	15
PLAN 2	27
PLAN 3	28
TOTAL UNITS	**137**
PARKING	
GARAGE SPACES	260
STREET SPACES	85
TOTAL SPACES	**345**
SPACES PER UNIT	*2.52*
OPEN SPACE	
TOTAL SITE AREA	**8.44 AC**
(367,646 SQ.FT.)	
CENTRAL PARK	7,000 SQ.FT.
PASEOS/GREEN COURTS	51,400 SQ.FT.
OPEN SPACE SUBTOTAL (15.8%)	**58,000 SQ.FT.**
SLOPE AREA	69,000 SQ.FT.
OPEN SPACE TOTAL (34.7%)	**127,400 SQ.FT.**

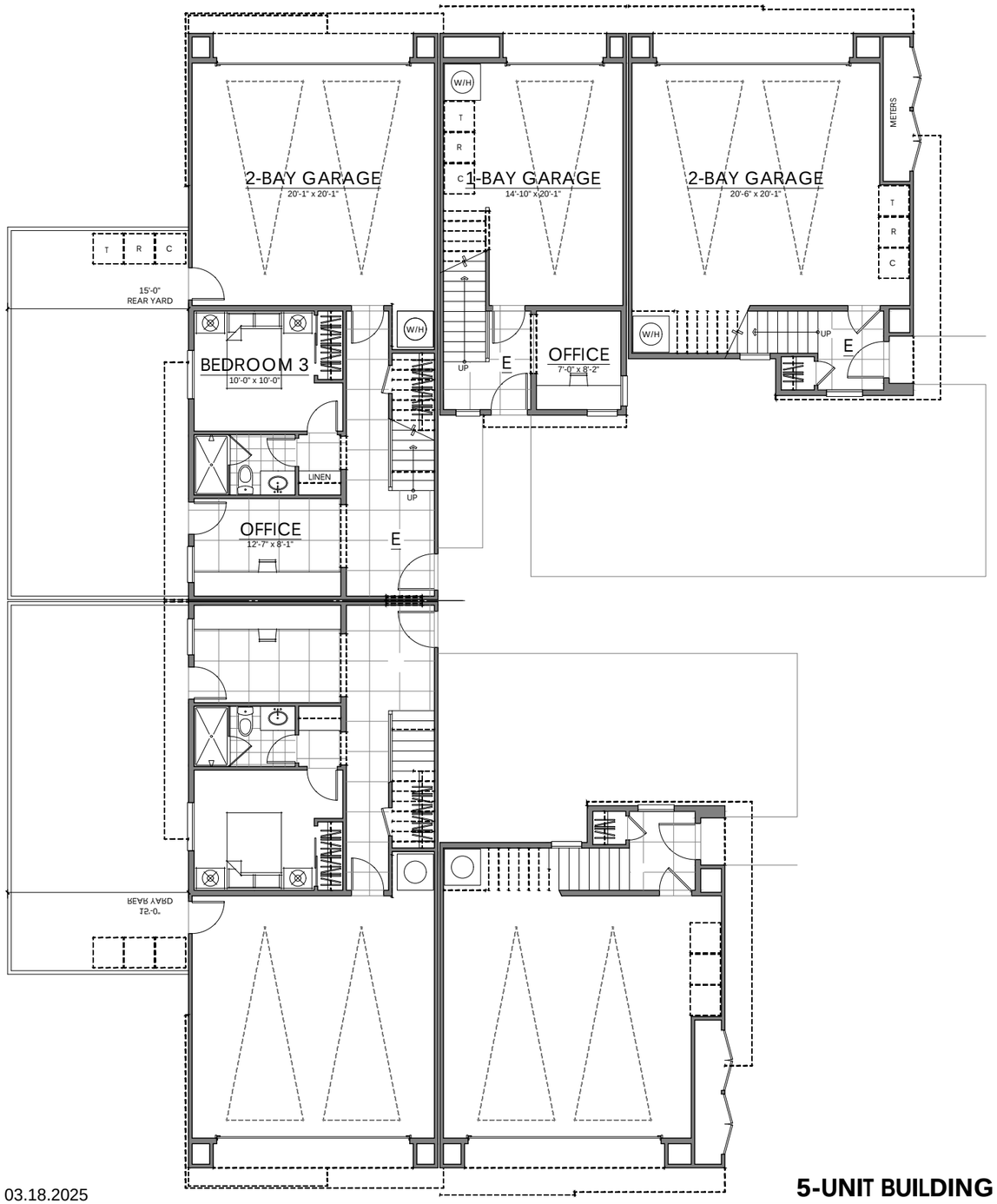
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PLAN FIVE		PLAN ONE		PLAN TWO	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	172 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	436 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	494 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1102 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**



03.18.2025

5-UNIT BUILDING | FIRST FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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03.18.2025

5-UNIT BUILDING | SECOND FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

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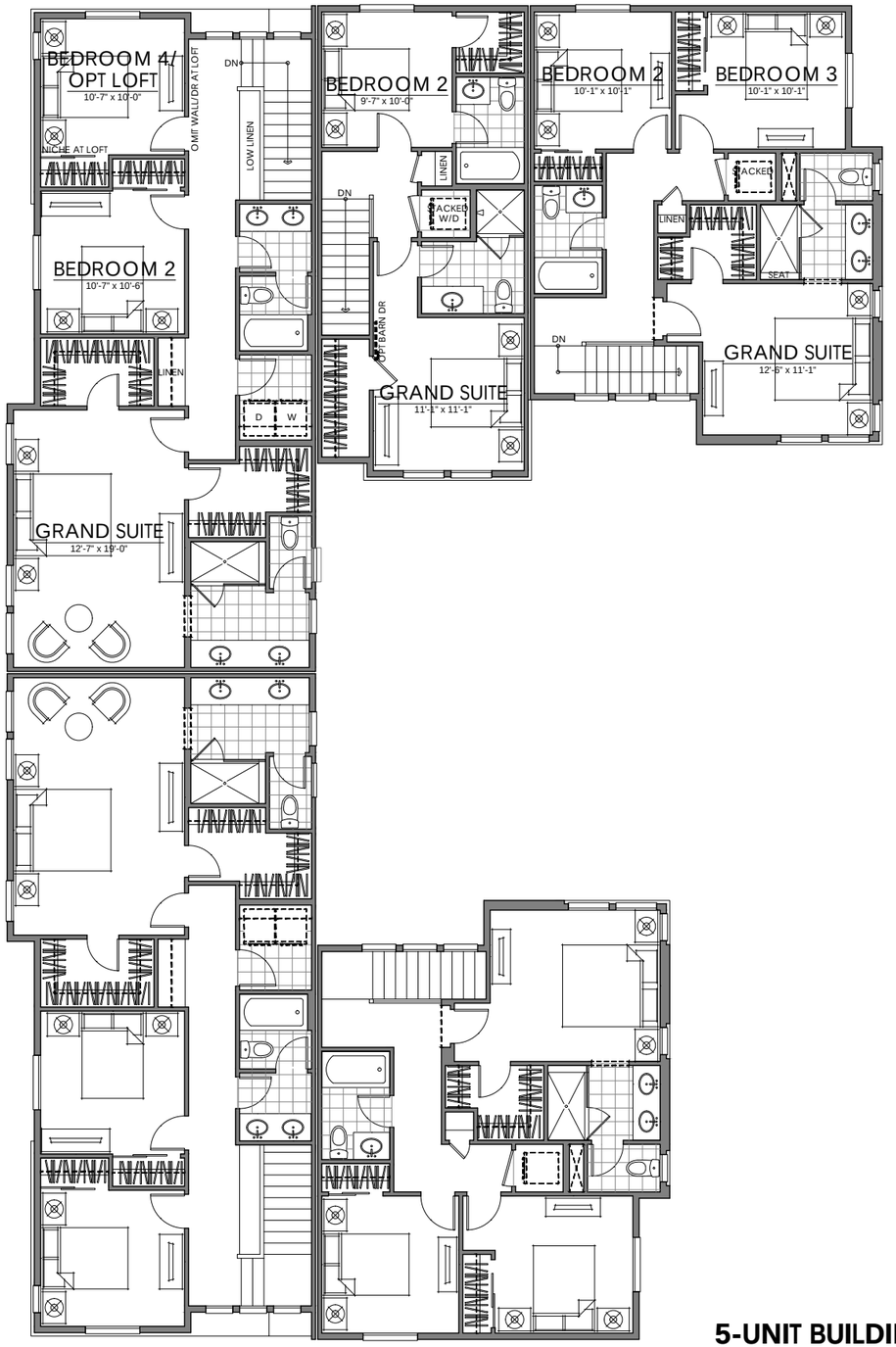
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5-UNIT BUILDING | THIRD FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

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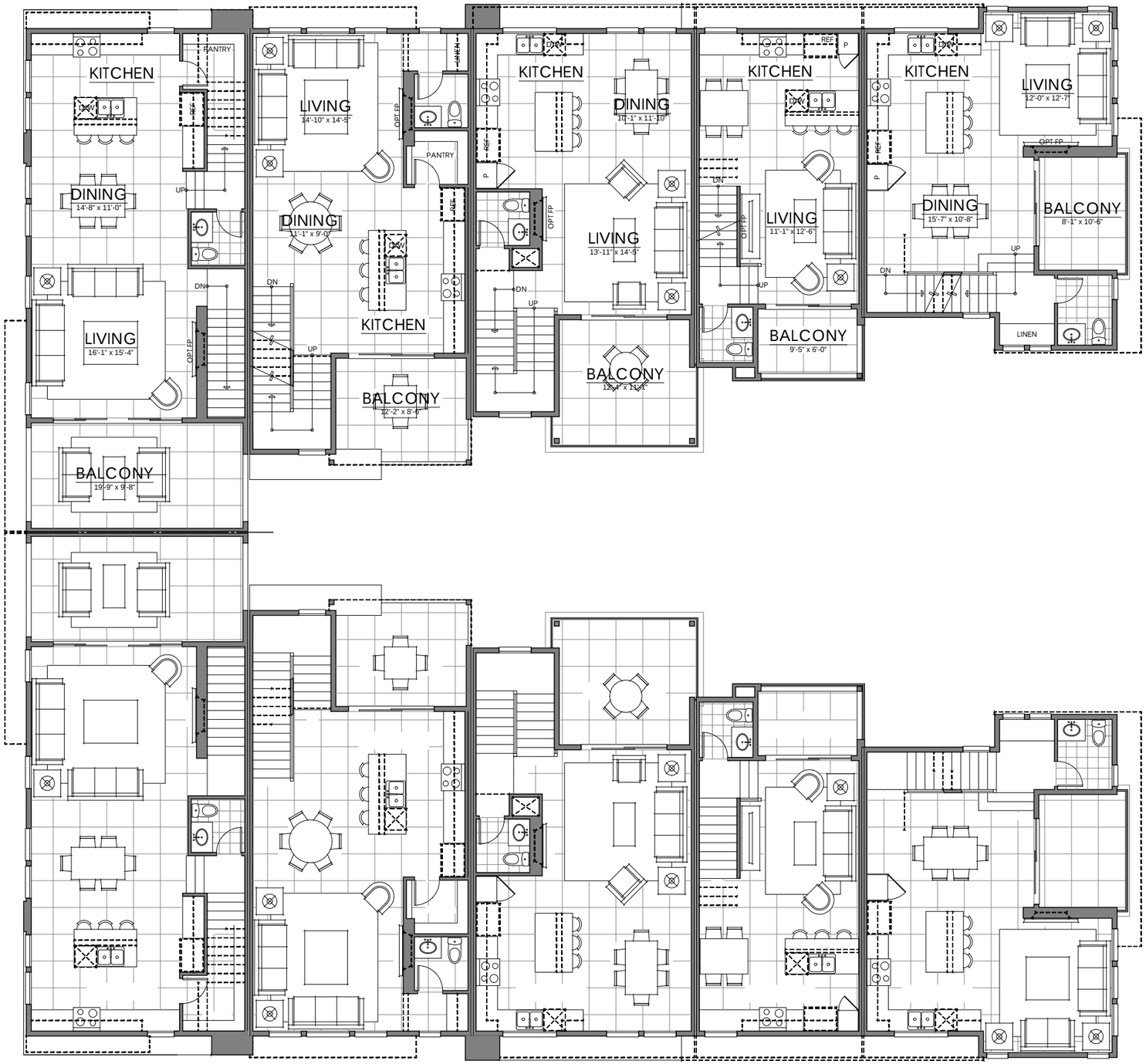
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10 UNIT BUILDING | SECOND FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

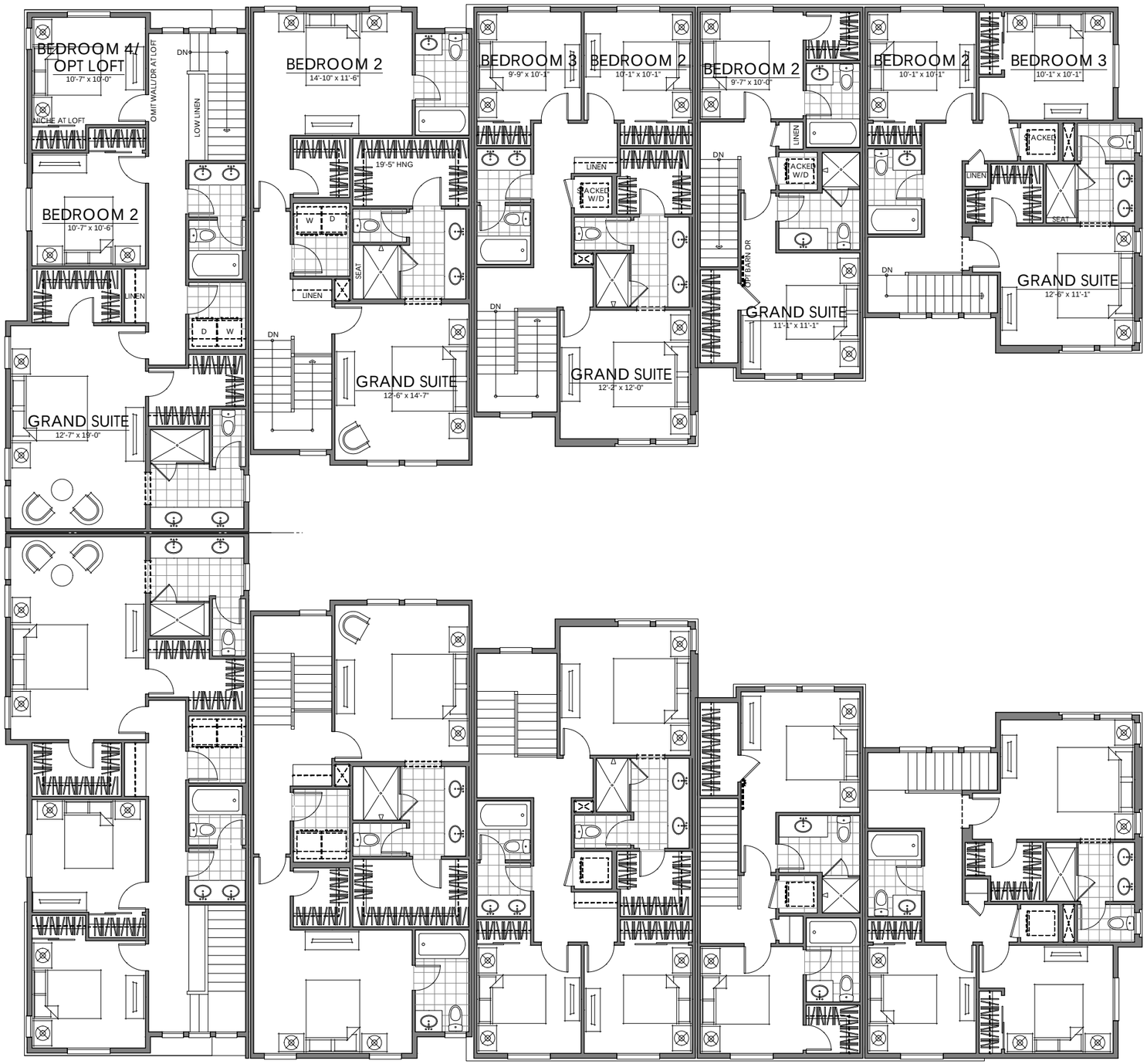
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A1.6

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10 UNIT BUILDING | THIRD FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

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FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

A1.7

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10-UNIT BUILDING

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

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LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

A1.8

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10-UNIT BUILDING

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

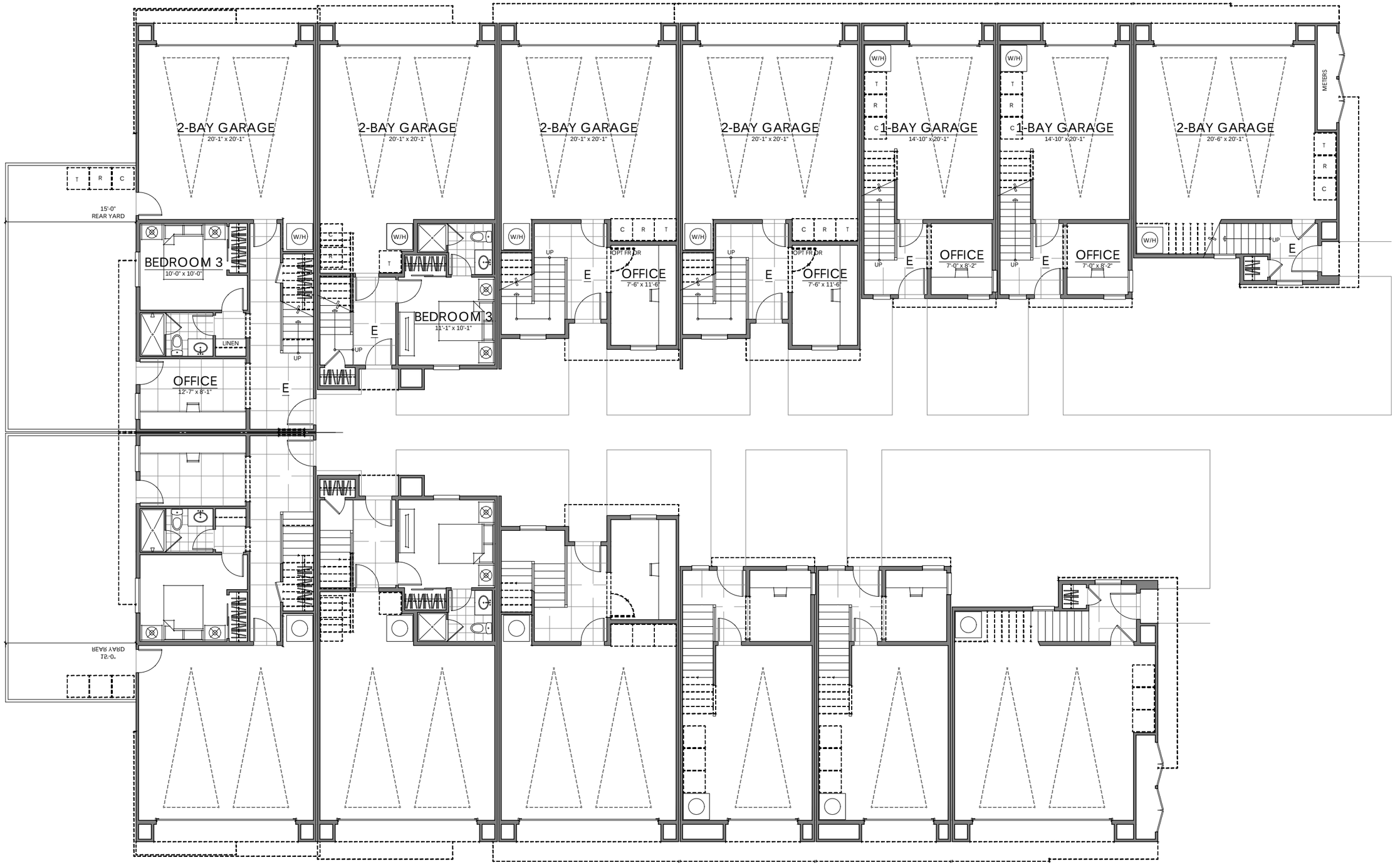
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A1.9

03.18.2025

13-UNIT BUILDING | FIRST FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

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A1.10

03.18.2025

13-UNIT BUILDING | SECOND FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

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THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	789 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	494 SQ. FT.	THIRD FLOOR	494 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1804 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1102 SQ. FT.**	**TOTAL LIVING**	**1102 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

A1.11

03.18.2025

13-UNIT BUILDING | THIRD FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

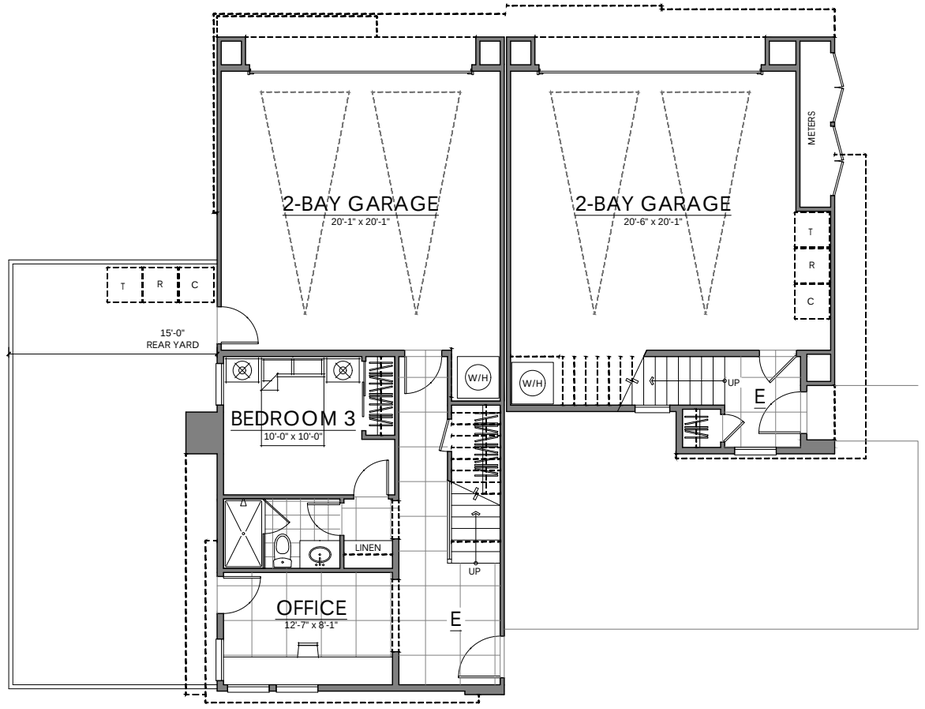
ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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california // 2943 pullman st. suite A santa ana, ca 92705 / 949 553.8919



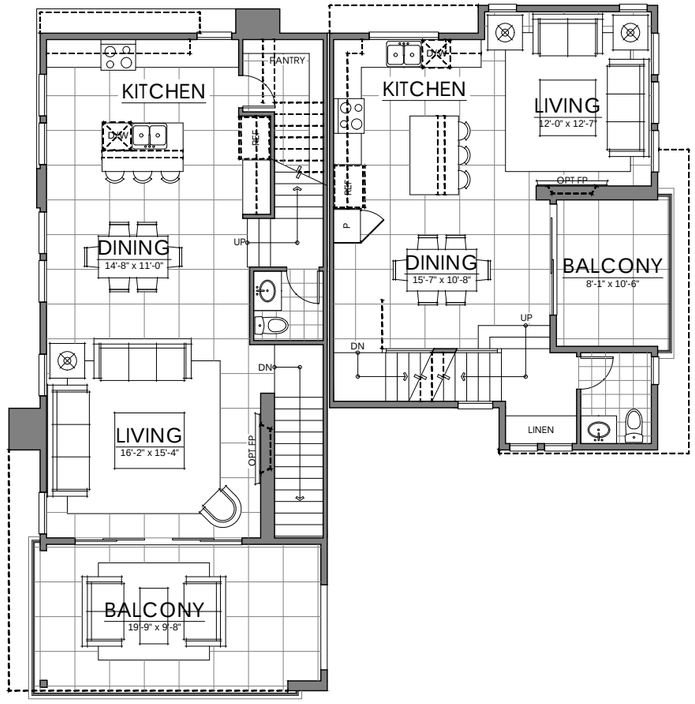
PLAN FIVE		PLAN TWO	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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PLAN FIVE		PLAN TWO	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

03.18.2025

2-UNIT BUILDING | SECOND FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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PLAN FIVE		**PLAN TWO**	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

03.18.2025

2-UNIT BUILDING | THIRD FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

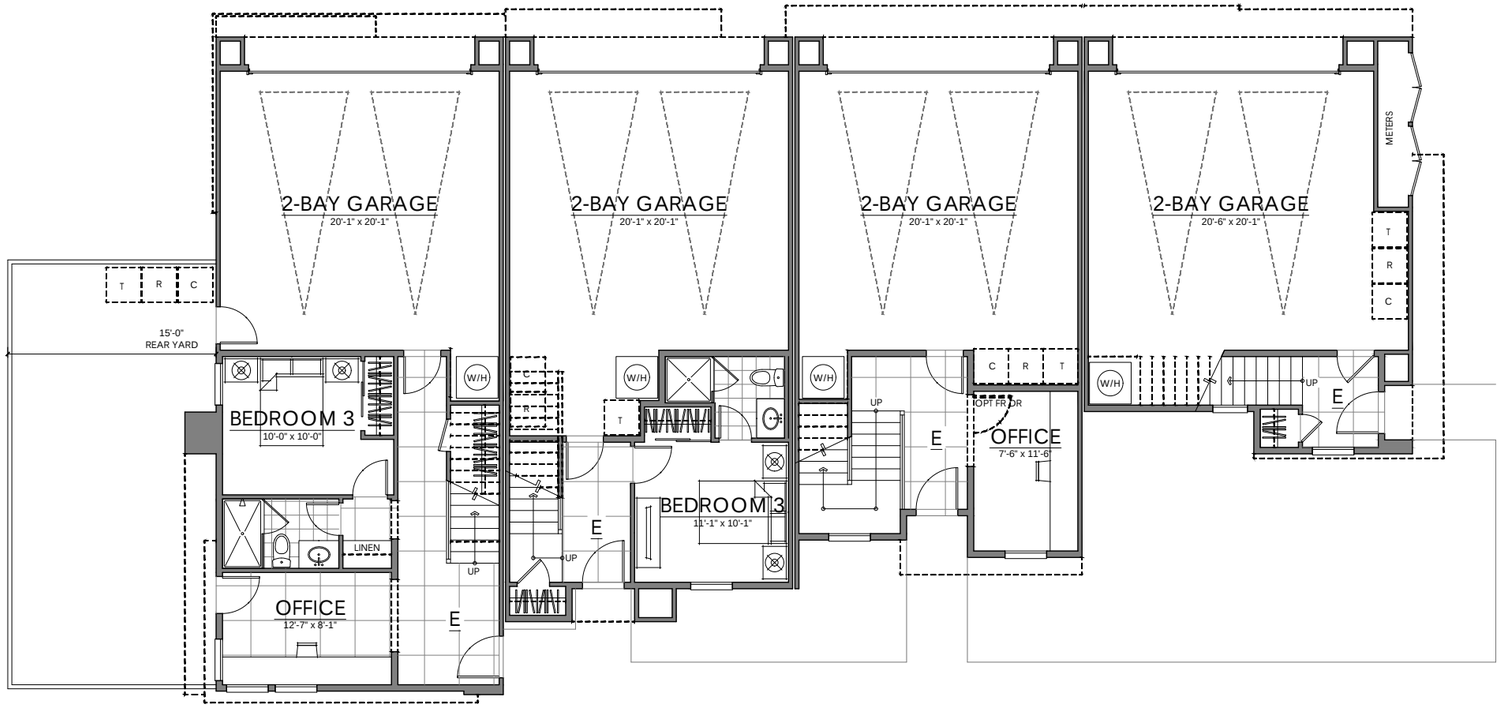
ALISO VIEJO, CALIFORNIA

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PLAN FIVE		PLAN FOUR		PLAN THREE		PLAN TWO	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	326 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	689 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	789 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1804 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

A1.15

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4-UNIT BUILDING | FIRST FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

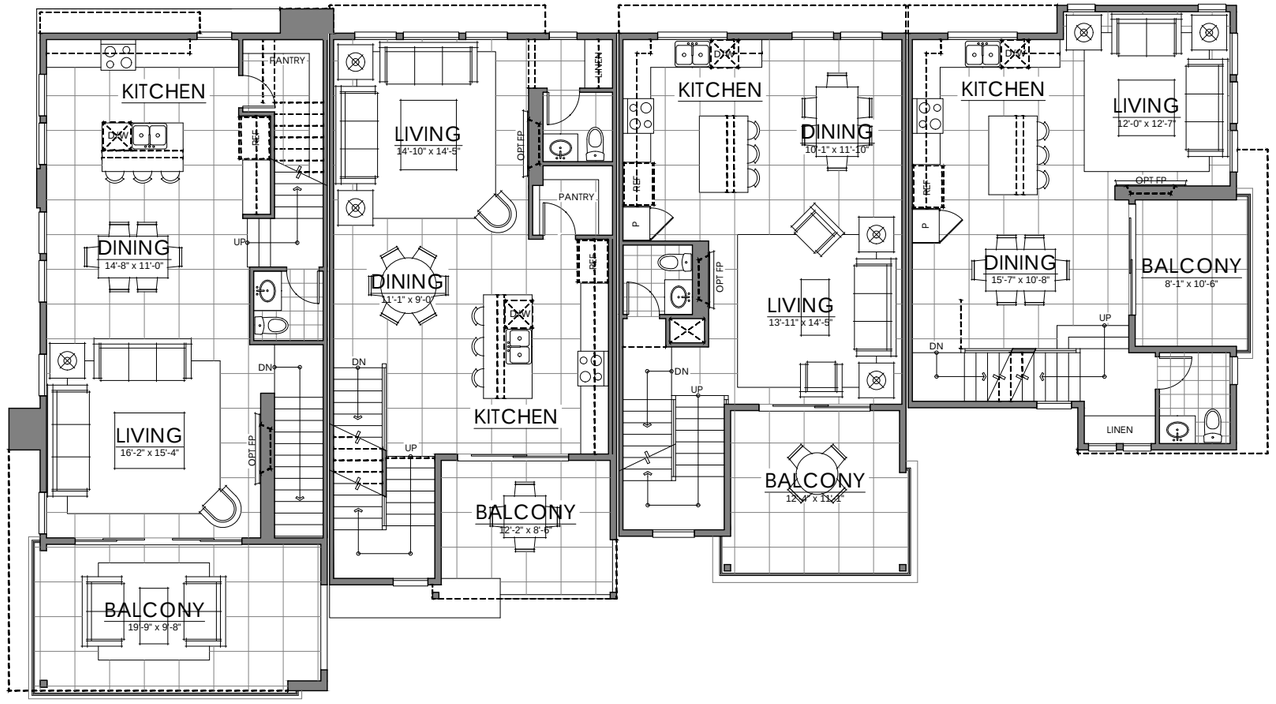
ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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PLAN FIVE		PLAN FOUR		PLAN THREE		PLAN TWO	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	326 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	689 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	789 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1804 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

A1.16

03.18.2025

4-UNIT BUILDING | SECOND FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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PLAN FIVE		PLAN FOUR		PLAN THREE		PLAN TWO	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	326 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	689 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	789 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1804 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

A1.17

03.18.2025

4-UNIT BUILDING | THIRD FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

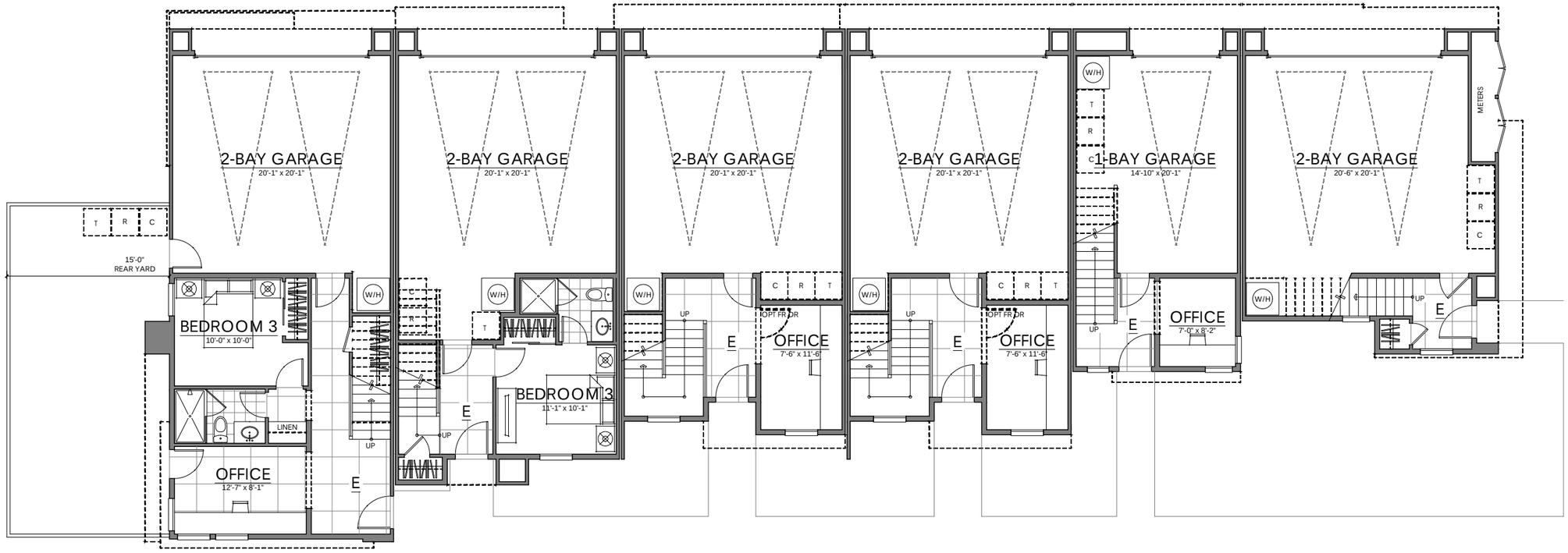
ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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PLAN FIVE		PLAN FOUR		PLAN THREE		PLAN THREE		PLAN ONE		PLAN TWO	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	326 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	172 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	689 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	436 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	789 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	494 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1804 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1102 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

A1.18

03.18.2025

6-UNIT BUILDING | FIRST FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

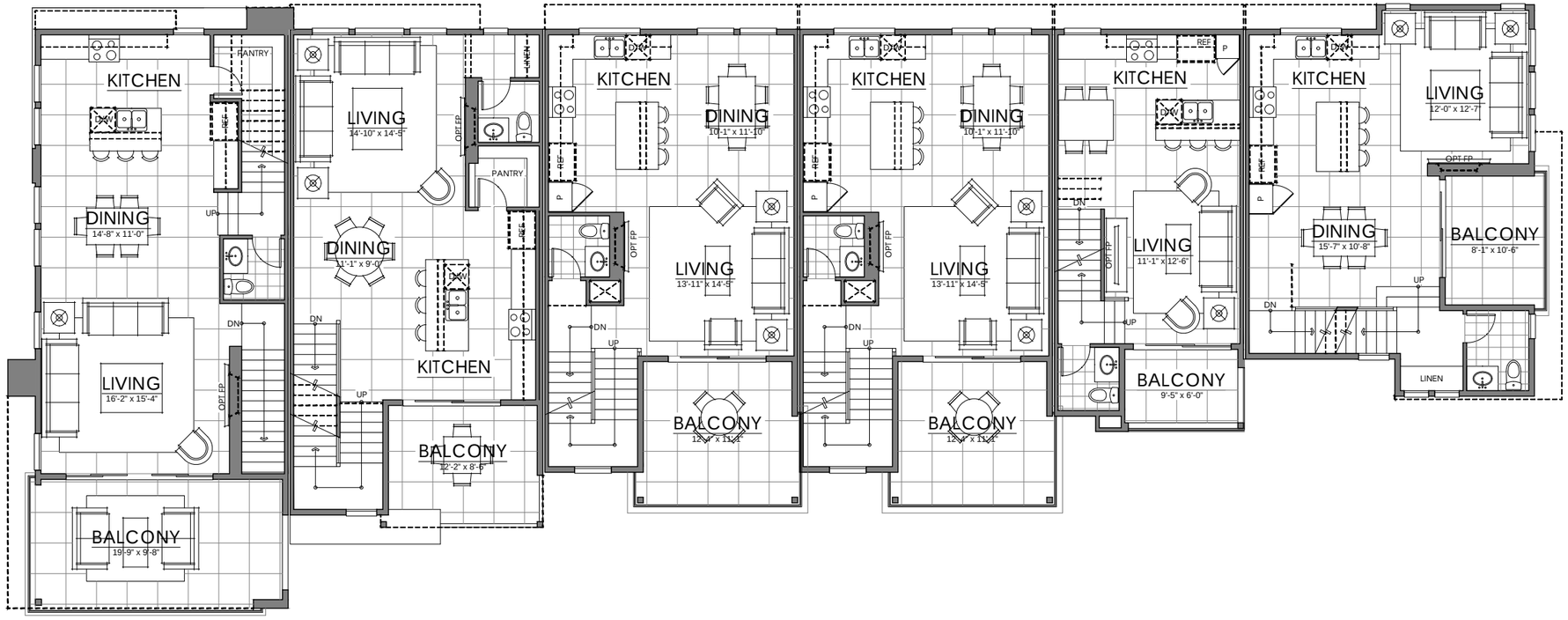
ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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PLAN FIVE		PLAN FOUR		PLAN THREE		PLAN THREE		PLAN ONE		PLAN TWO	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	326 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	172 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	689 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	436 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	789 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	494 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1804 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1102 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

A1.19

03.18.2025

6-UNIT BUILDING | SECOND FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

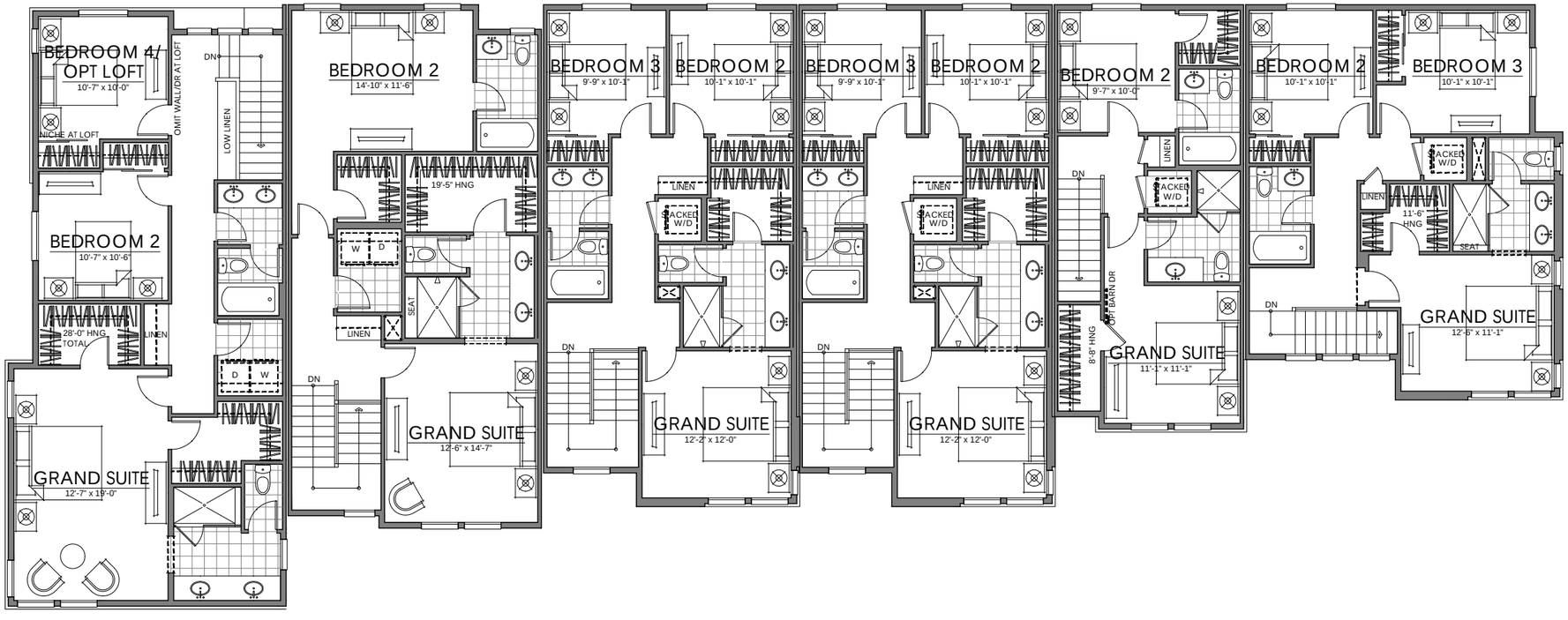
ALISO VIEJO, CALIFORNIA

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PLAN FIVE		PLAN FOUR		PLAN THREE		PLAN THREE		PLAN ONE		PLAN TWO	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	326 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	172 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	689 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	436 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	789 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	494 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1804 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1102 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

A1.20

03.18.2025

6-UNIT BUILDING | THIRD FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

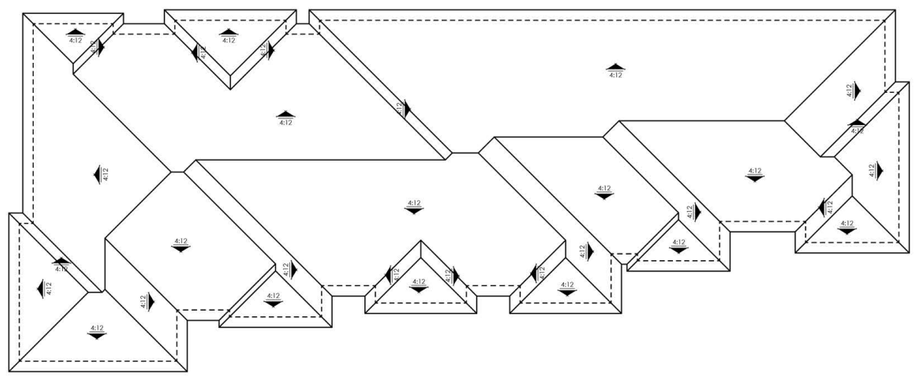
ALISO VIEJO, CALIFORNIA

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ROOF PLAN

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



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

A1.21

03.18.2025

6-UNIT BUILDING

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

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LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

A1.22

03.18.2025

6-UNIT BUILDING

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

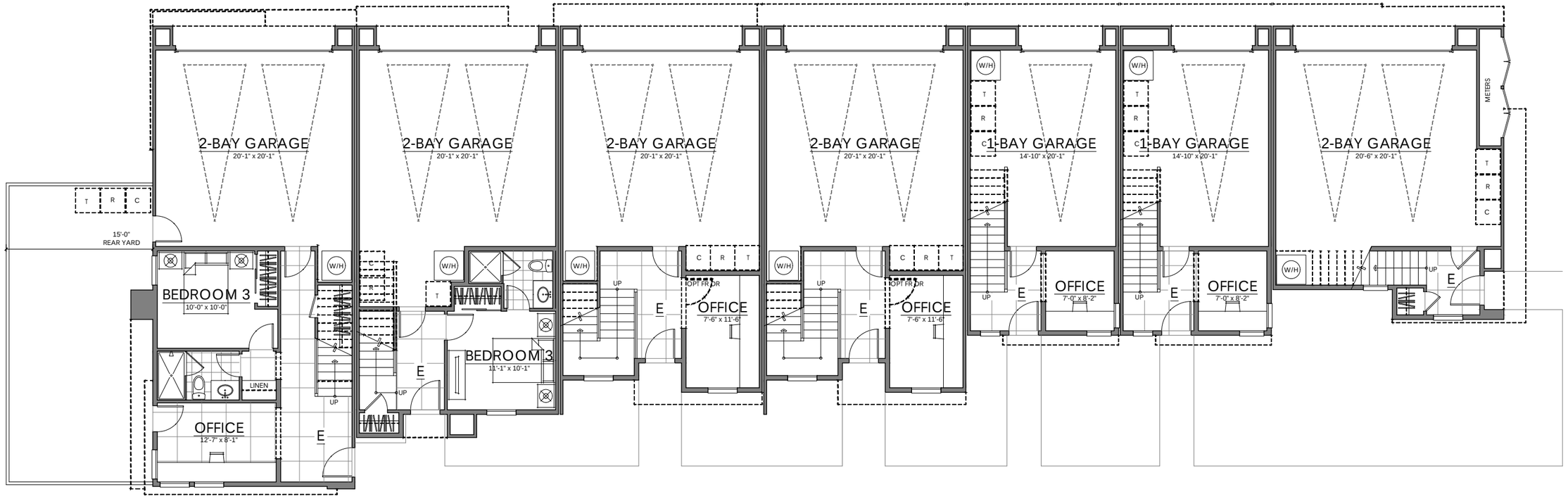
ALISO VIEJO, CALIFORNIA

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california // 2943 pullman st. suite A
santa ana, ca 92705 / 949.553.8919



PLAN FIVE		PLAN FOUR		PLAN THREE		PLAN THREE		PLAN ONE		PLAN ONE		PLAN TWO	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	326 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	172 SQ. FT.	FIRST FLOOR	172 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	689 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	436 SQ. FT.	SECOND FLOOR	436 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	789 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	494 SQ. FT.	THIRD FLOOR	494 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1804 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1102 SQ. FT.**	**TOTAL LIVING**	**1102 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

A1.23

03.18.2025

7-UNIT BUILDING | FIRST FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

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california // 2943 pullman st. suite A santa ana, ca 92705 / 949 553.8919



PLAN FIVE		PLAN FOUR		PLAN THREE		PLAN THREE		PLAN ONE		PLAN ONE		PLAN TWO	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	326 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	172 SQ. FT.	FIRST FLOOR	172 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	689 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	436 SQ. FT.	SECOND FLOOR	436 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	789 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	494 SQ. FT.	THIRD FLOOR	494 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1804 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1102 SQ. FT.**	**TOTAL LIVING**	**1102 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

A1.24

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7-UNIT BUILDING | SECOND FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

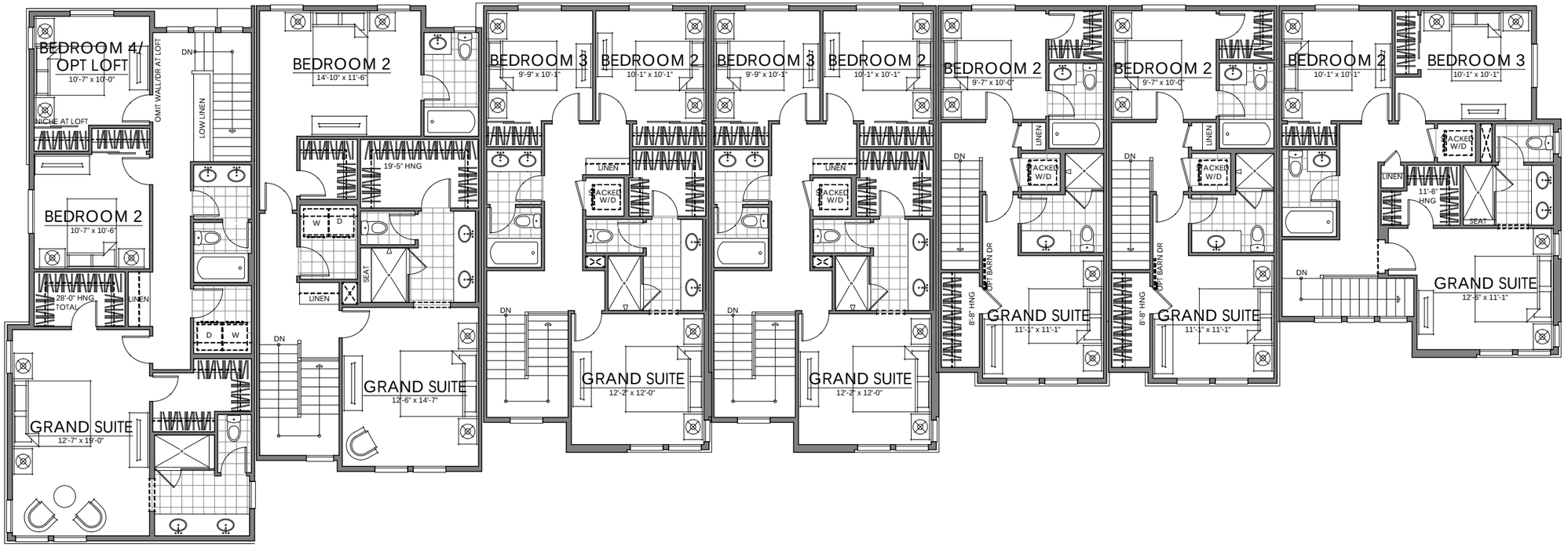
ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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california // 2943 pullman st. suite A santa ana, ca 92705 / 949 553.8919



PLAN FIVE		PLAN FOUR		PLAN THREE		PLAN THREE		PLAN ONE		PLAN ONE		PLAN TWO	
FIRST FLOOR	504 SQ. FT.	FIRST FLOOR	326 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	266 SQ. FT.	FIRST FLOOR	172 SQ. FT.	FIRST FLOOR	172 SQ. FT.	FIRST FLOOR	122 SQ. FT.
SECOND FLOOR	706 SQ. FT.	SECOND FLOOR	689 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	614 SQ. FT.	SECOND FLOOR	436 SQ. FT.	SECOND FLOOR	436 SQ. FT.	SECOND FLOOR	621 SQ. FT.
THIRD FLOOR	976 SQ. FT.	THIRD FLOOR	789 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	746 SQ. FT.	THIRD FLOOR	494 SQ. FT.	THIRD FLOOR	494 SQ. FT.	THIRD FLOOR	713 SQ. FT.
TOTAL LIVING	**2186 SQ. FT.**	**TOTAL LIVING**	**1804 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1626 SQ. FT.**	**TOTAL LIVING**	**1102 SQ. FT.**	**TOTAL LIVING**	**1102 SQ. FT.**	**TOTAL LIVING**	**1456 SQ. FT.**

A1.25

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7-UNIT BUILDING | THIRD FLOOR

ALISO VIEJO | GARDEN COURTS | SHEA HOMES

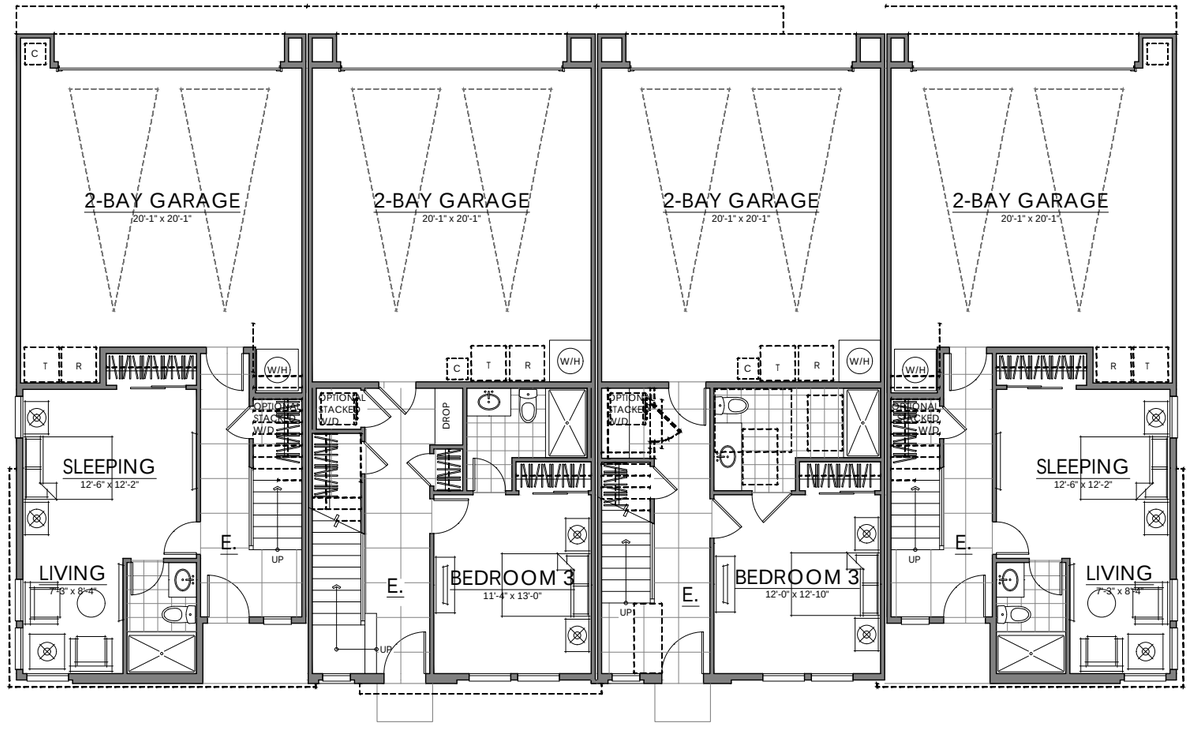
ALISO VIEJO, CALIFORNIA

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UNIT THREE		UNIT TWO		UNIT ONE		UNIT THREE	
FIRST FLOOR	460 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	460 SQ. FT.
SECOND FLOOR	834 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	855 SQ. FT.	SECOND FLOOR	834 SQ. FT.
THIRD FLOOR	955 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	721 SQ. FT.	THIRD FLOOR	955 SQ. FT.
TOTAL LIVING	**2249 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2019 SQ. FT.**	**TOTAL LIVING**	**2249 SQ. FT.**

A2.1

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4-UNIT BUILDING | FIRST FLOOR

ALISO VIEJO | ROWTOWNS | SHEA HOMES

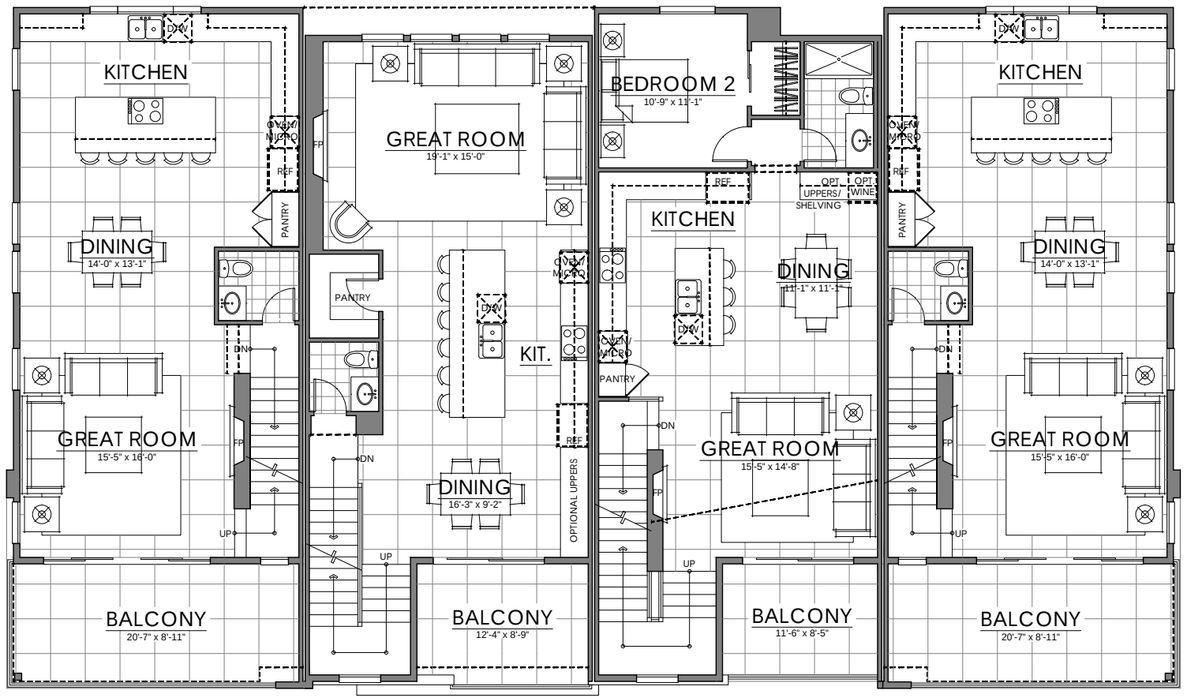
ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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UNIT THREE		UNIT TWO		UNIT ONE		UNIT THREE	
FIRST FLOOR	460 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	460 SQ. FT.
SECOND FLOOR	834 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	855 SQ. FT.	SECOND FLOOR	834 SQ. FT.
THIRD FLOOR	955 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	721 SQ. FT.	THIRD FLOOR	955 SQ. FT.
TOTAL LIVING	**2249 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2019 SQ. FT.**	**TOTAL LIVING**	**2249 SQ. FT.**

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4-UNIT BUILDING | SECOND FLOOR

ALISO VIEJO | ROWTOWNS | SHEA HOMES

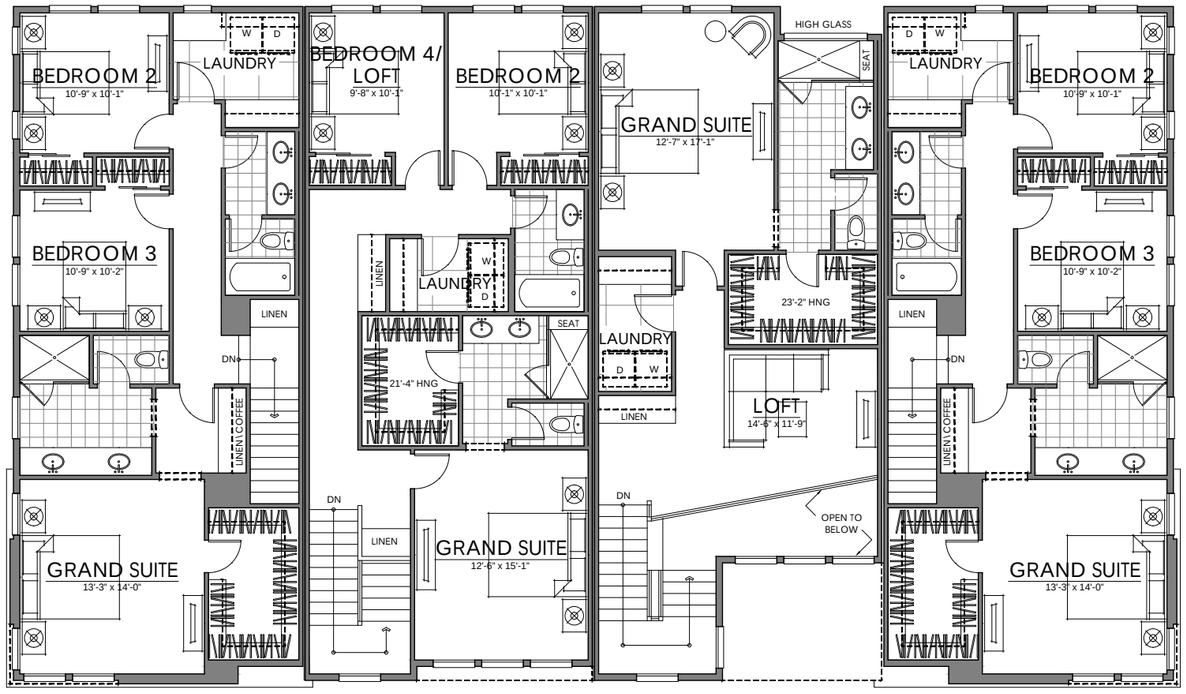
ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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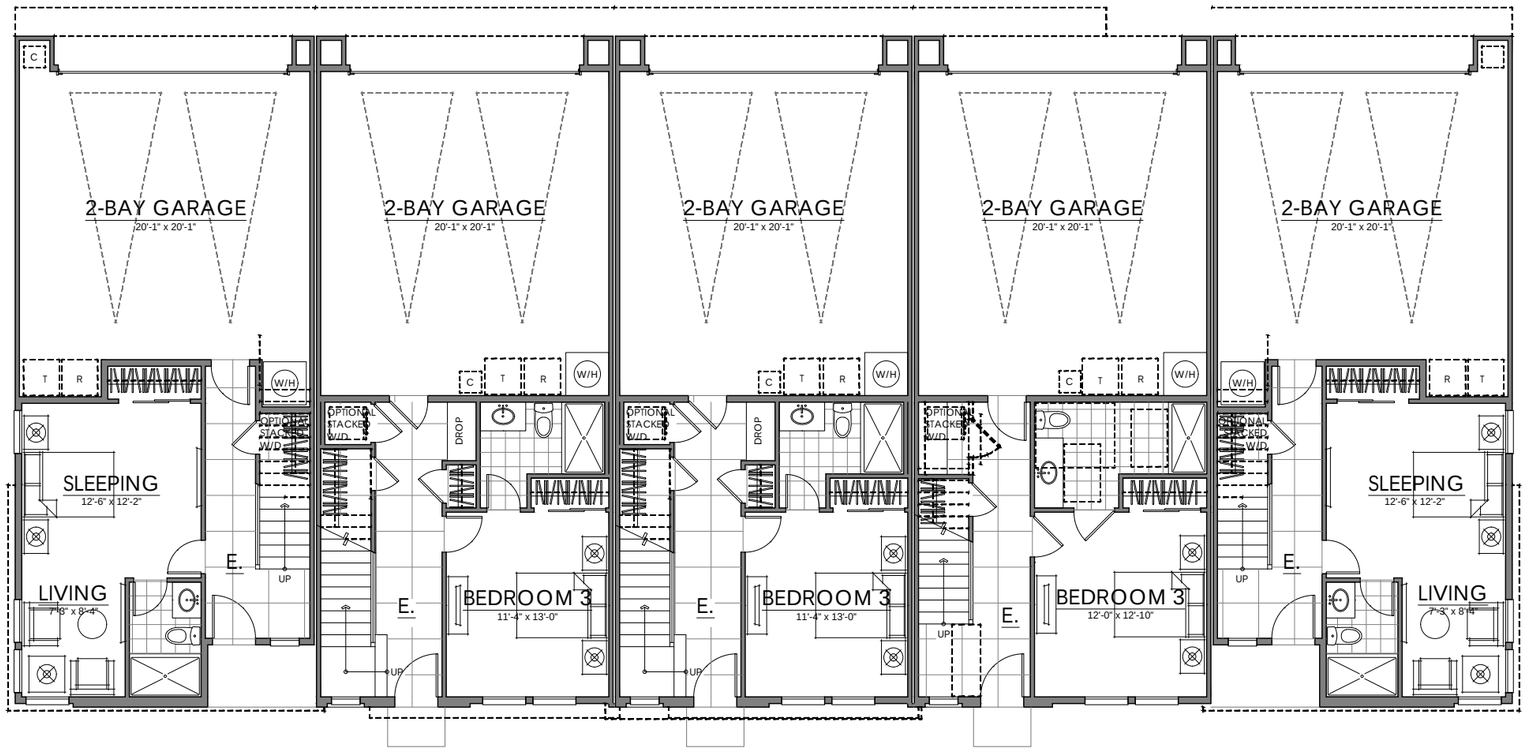
UNIT THREE		UNIT TWO		UNIT ONE		UNIT THREE	
FIRST FLOOR	460 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	460 SQ. FT.
SECOND FLOOR	834 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	855 SQ. FT.	SECOND FLOOR	834 SQ. FT.
THIRD FLOOR	955 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	721 SQ. FT.	THIRD FLOOR	955 SQ. FT.
TOTAL LIVING	**2249 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2019 SQ. FT.**	**TOTAL LIVING**	**2249 SQ. FT.**

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UNIT THREE		UNIT TWO		UNIT TWO		UNIT ONE		UNIT THREE	
FIRST FLOOR	460 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	460 SQ. FT.
SECOND FLOOR	834 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	855 SQ. FT.	SECOND FLOOR	834 SQ. FT.
THIRD FLOOR	955 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	721 SQ. FT.	THIRD FLOOR	955 SQ. FT.
TOTAL LIVING	**2249 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2019 SQ. FT.**	**TOTAL LIVING**	**2249 SQ. FT.**

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5-UNIT BUILDING | FIRST FLOOR

ALISO VIEJO | ROWTOWNS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

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UNIT THREE		UNIT TWO		UNIT TWO		UNIT ONE		UNIT THREE	
FIRST FLOOR	460 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	460 SQ. FT.
SECOND FLOOR	834 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	855 SQ. FT.	SECOND FLOOR	834 SQ. FT.
THIRD FLOOR	955 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	721 SQ. FT.	THIRD FLOOR	955 SQ. FT.
TOTAL LIVING	**2249 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2019 SQ. FT.**	**TOTAL LIVING**	**2249 SQ. FT.**

03.18.2025

5-UNIT BUILDING | SECOND FLOOR

ALISO VIEJO | ROWTOWNS | SHEA HOMES

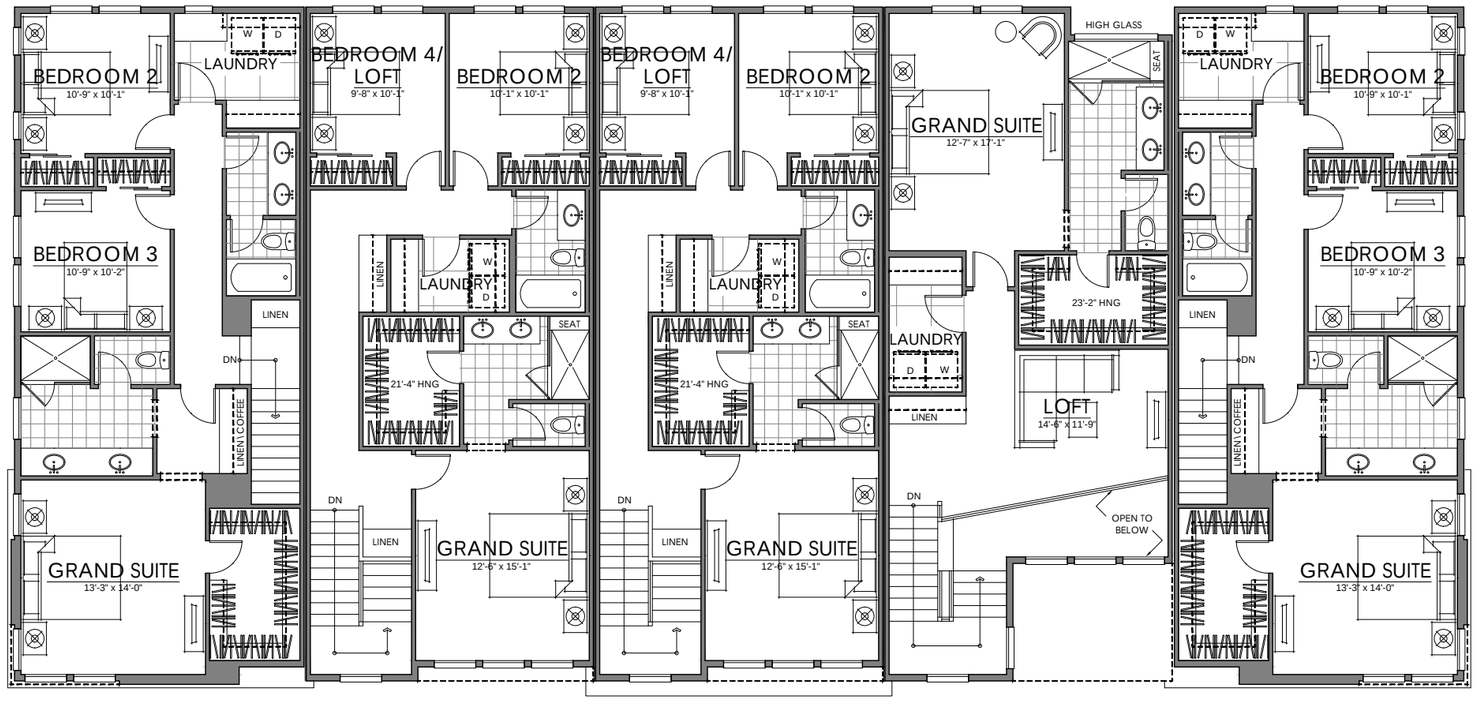
ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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UNIT THREE		UNIT TWO		UNIT TWO		UNIT ONE		UNIT THREE	
FIRST FLOOR	460 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	460 SQ. FT.
SECOND FLOOR	834 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	855 SQ. FT.	SECOND FLOOR	834 SQ. FT.
THIRD FLOOR	955 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	721 SQ. FT.	THIRD FLOOR	955 SQ. FT.
TOTAL LIVING	**2249 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2019 SQ. FT.**	**TOTAL LIVING**	**2249 SQ. FT.**

A2.6

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5-UNIT BUILDING | FIRST FLOOR

ALISO VIEJO | ROWTOWNS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

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FRONT ELEVATION SCALE: 1/

A2.7

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5-UNIT BUILDING

ALISO VIEJO | ROWTOWNS | SHEA HOMES

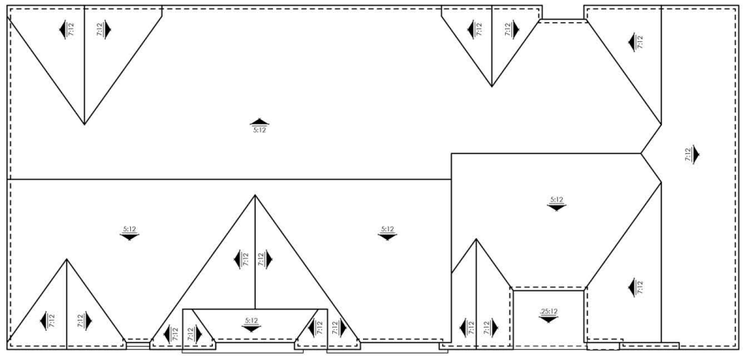
ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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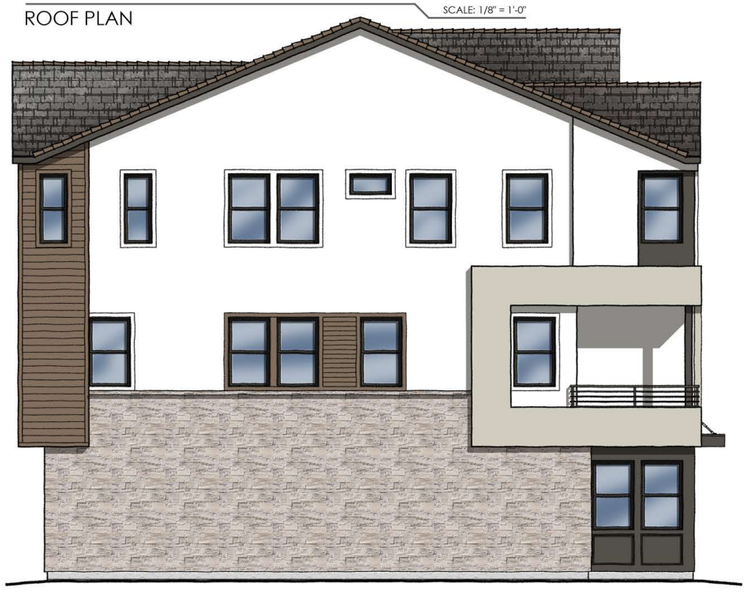
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ROOF PLAN

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



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

A2.8

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5-UNIT BUILDING

ALISO VIEJO | ROWTOWNS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

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REAR ELEVATION

SCALE: 1/4" = 1'-0"

A2.9

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5-UNIT BUILDING

ALISO VIEJO | ROWTOWNS | SHEA HOMES

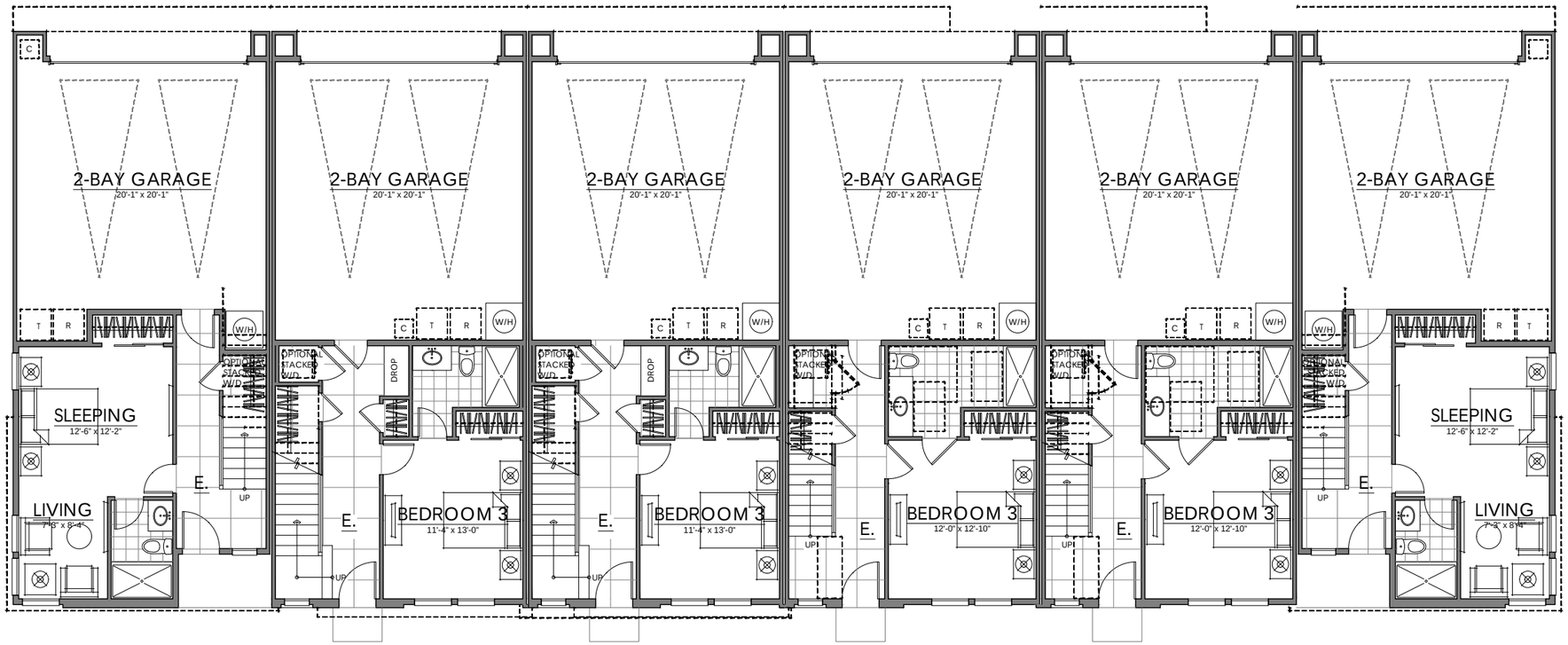
ALISO VIEJO, CALIFORNIA

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UNIT THREE		UNIT TWO		UNIT TWO		UNIT ONE		UNIT ONE		UNIT THREE	
FIRST FLOOR	431 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	431 SQ. FT.
SECOND FLOOR	834 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	855 SQ. FT.	SECOND FLOOR	855 SQ. FT.	SECOND FLOOR	834 SQ. FT.
THIRD FLOOR	955 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	721 SQ. FT.	THIRD FLOOR	721 SQ. FT.	THIRD FLOOR	955 SQ. FT.
TOTAL LIVING	**2220 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2019 SQ. FT.**	**TOTAL LIVING**	**2019 SQ. FT.**	**TOTAL LIVING**	**2220 SQ. FT.**

A2.10

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6-UNIT BUILDING | FIRST FLOOR

ALISO VIEJO | ROWTOWNS | SHEA HOMES

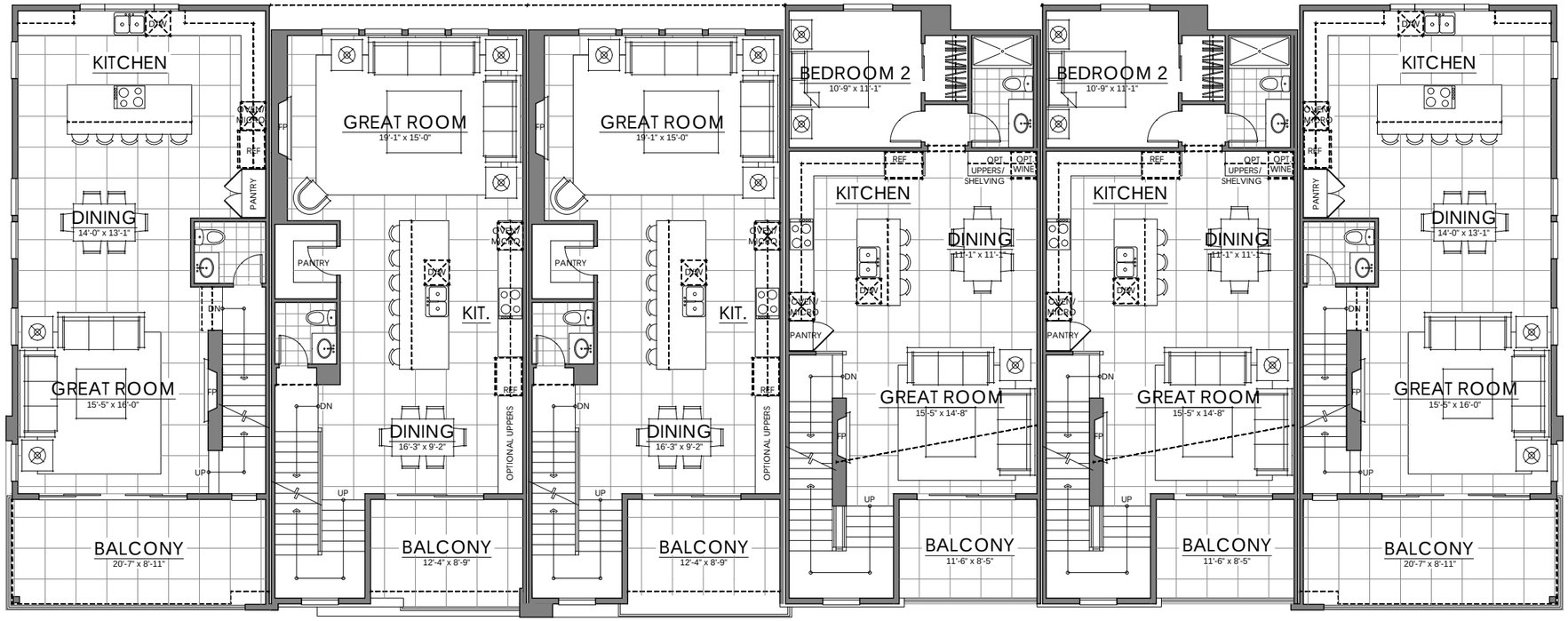
ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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UNIT THREE		UNIT TWO		UNIT TWO		UNIT ONE		UNIT ONE		UNIT THREE	
FIRST FLOOR	431 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	431 SQ. FT.
SECOND FLOOR	834 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	855 SQ. FT.	SECOND FLOOR	855 SQ. FT.	SECOND FLOOR	834 SQ. FT.
THIRD FLOOR	955 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	721 SQ. FT.	THIRD FLOOR	721 SQ. FT.	THIRD FLOOR	955 SQ. FT.
TOTAL LIVING	**2220 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2019 SQ. FT.**	**TOTAL LIVING**	**2019 SQ. FT.**	**TOTAL LIVING**	**2220 SQ. FT.**

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6-UNIT BUILDING | SECOND FLOOR

ALISO VIEJO | ROWTOWNS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

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UNIT THREE		UNIT TWO		UNIT TWO		UNIT ONE		UNIT ONE		UNIT THREE	
FIRST FLOOR	431 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	443 SQ. FT.	FIRST FLOOR	431 SQ. FT.
SECOND FLOOR	834 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	854 SQ. FT.	SECOND FLOOR	855 SQ. FT.	SECOND FLOOR	855 SQ. FT.	SECOND FLOOR	834 SQ. FT.
THIRD FLOOR	955 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	910 SQ. FT.	THIRD FLOOR	721 SQ. FT.	THIRD FLOOR	721 SQ. FT.	THIRD FLOOR	955 SQ. FT.
TOTAL LIVING	**2220 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2207 SQ. FT.**	**TOTAL LIVING**	**2019 SQ. FT.**	**TOTAL LIVING**	**2019 SQ. FT.**	**TOTAL LIVING**	**2220 SQ. FT.**

A2.12

03.18.2025

6-UNIT BUILDING | THIRD FLOOR

ALISO VIEJO | ROWTOWNS | SHEA HOMES

ALISO VIEJO, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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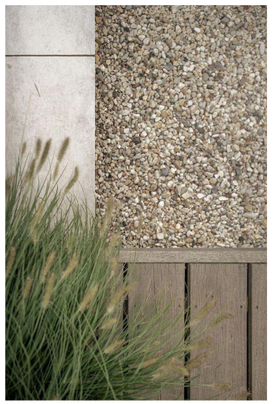




PUJOL







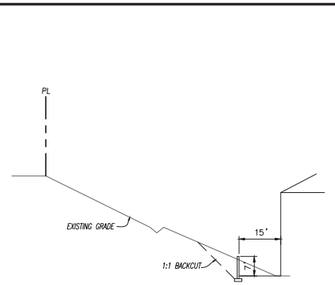

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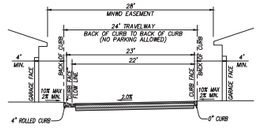

LEGEND

1. Project Entry with Monument and Accent Paving
2. Existing Slope to remain
3. Rec Center
   - Pool (18'x32')
   - Lounge Seating
4. Kids Play Area
   - Playground
   - Benches
   - Play Equipment
5. Dog Park
6. Sideyard
7. Courtyard with Lawn and Accent Tree
8. Paseo with Flower Tree
9. Specimen Tree

L-2



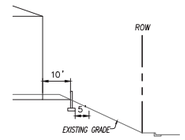
SECTION B–B
NOT TO SCALE



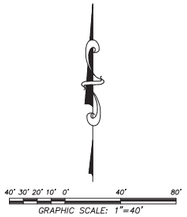
TYPICAL 24' PRIVATE COURT
NOT TO SCALE

LEGEND

- EX. PROPERTY BOUNDARY
- UNIT NUMBER / PLAN TYPE (R=REVERSE)
- PROP., RETAINING WALL (RET, HEIGHT PER PLAN)
- PROP., 8" PVC (SDR-35) SANITARY SEWER LINE
- PROP., SANITARY SEWER MANHOLE
- PROP., 4" PVC (SDR-35) SANITARY SEWER HOUSE LATERAL WITH CLEAN OUT
- PROP., 8" DOMESTIC WATER SERVICE AND METER
- PROP., 8" PVC (C900, DR-14) DOMESTIC WATER LINE
- PROP., FIRE HYDRANT
- PROP., STORM DRAIN JUNCTION STRUCTURE
- PROP., STORM DRAIN LINE (SIZE & MATERIAL TBD)
- PROP., PVC DRAIN LINE (SIZE TBD)
- PROP., IN-CURB STD. CATCH BASIN
- PROP., "BROOKS BOX" STYLE CATCH BASIN
- PROP., WATER QUALITY STRUCTURE ("MODULAR WETLANDS" OR EQUAL)
- PROP., CURB (INCLUDES ALL TYPES)
- PROP., A.C. PAVEMENT



SECTION A–A
NOT TO SCALE



40' 30' 20' 10' 0' 40' 80'
GRAPHIC SCALE: 1"=40'

PREPARED FOR:
Shea HOMES

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS
27051 Towne Centre Drive, Suite 270
Foothill Ranch, CA 92610 (949) 716-7460

CONCEPTUAL GRADING AND IMPROVEMENT PLAN ALISO VIEJO

SHEET 1 OF 1

FILE PATH: N:\2017\2017200\LV\PC\MD\[Unit]\[2025-02-04].dwg

PLOT DATE: 2/05/2025

C-1

March 20, 2025

Ms. Kim,

On behalf of Shea Homes LP (Applicant), attached is an application for a residential development to be located at 27081 Aliso Creek Road.

The project site is approximately 8.44 gross acres and is currently comprised of three two-story office buildings, paved surface parking lots, and landscaping.

This letter provides a description of the proposed project.

We look forward to working with you throughout this entitlement process. If you have any questions or need any additional information, please contact me at emilie.simard@sheahomes.com or 949-244-7172.

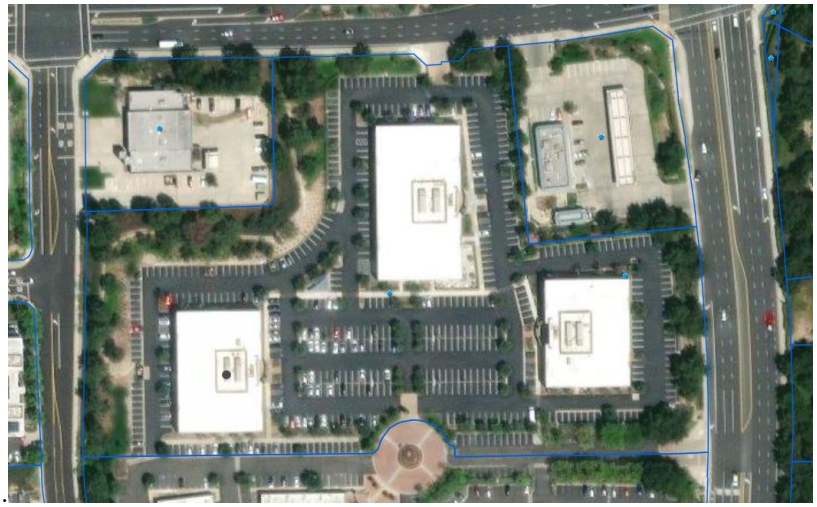
Respectfully,

Emilie Simard
Director of Forward Planning
Shea Homes Southern California

Sales by Shea Homes® Marketing Company (CalBRE#01378646), Construction by Shea Homes Limited Partnership, License [#855368]. ©2015 Shea Homes.

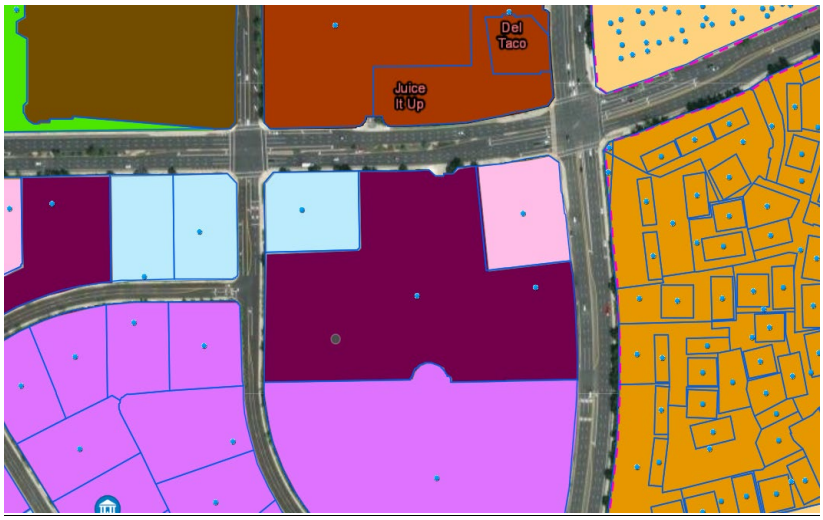
Existing Property Description

The Subject Property consists of Parcel No. 632-124-08, which totals approximately 8.44 acres of land developed with three two-story commercial office buildings totaling 35,568, 49,538, and 40,060 square feet, constructed in 1999. Each building is serviced by a hydraulic elevator. Remaining areas of the Subject Property consist of paved parking, outdoor seating, and landscaped areas. The Subject Property is occupied by Spyglass Pharma, American Association of Critical Care Nurses, and GetDandy for commercial office space. Spyglass Pharma, an ophthalmic biotechnology company, additionally, has operated a drug delivery research and development laboratory in the 27081building since 2024.



Existing Land Use and Zoning Designations

General Plan	Professional Office
Zoning	Professional Office (No Mixed-Use Overlay)



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Proposed Project

The proposed project scope will include the demolition of the existing office buildings, along with surface parking lots, to aid the construction of 137 three-story, for-sale residential units. There will be two proposed product types, which will accommodate various buyer profiles: Row Townhomes and Garden Court Homes, providing the average density of 19.9 dwelling units per acre (net).

Proposed Land Use and Zoning Designations

General Plan	Residential High Density (RHD)
Zoning	Residential High Density (RHD)

Housing

Townhomes – **70** three-story townhomes are provided

Townhomes:

Floor Plan	Square Footage	Bedroom/Bedroom	Number of Units
Plan 1	2,019 SF	3BR / 3BA	15
Plan 2	2,207 SF	4BR / 4BA	27
Plan 3	2,179 SF	4BR / 4BA	28

Garden Courts – **67** three-story Garden Courts are provided

Garden Courts:

Floor Plan	Square Footage	Bedroom/Bedroom	Number of Units
Plan 1 (Affordable)	1,102 SF	2BR / 3BA	14
Plan 2	1,456 SF	3BR / 3BA	14
Plan 3	1,626 SF	3BR / 3BA	14
Plan 4	1,804 SF	3BR / 4BA	11
Plan 5	2,186 SF	4BR / 4BA	14

Affordable Housing

Required affordable housing will be attained by providing 5% Very Low-Income units, allocating a total of seven units towards the City's RNHA numbers. Although within legal rights through State Density Bonus Law, Shea Homes will not be seeking concessions or waivers from the City in exchange for providing affordable housing.

Site Planning

The subject parcel is predominantly flat, with surface drainage directed northwest toward Pacific Park. The proposed grading plan will maintain the existing drainage patterns by incorporating a series of high and low points to create sump conditions, as well as utilizing existing v-ditches, effectively channeling stormwater to catch basins or an alternative capture system. The collected stormwater will primarily outlet to the north in Pacific Park Drive, which will necessitate a new public lateral from the existing line in Pacific Park Drive. There will be a secondary outlet to the south, discharging to Aliso Creek Parkway.

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Utility connections are planned within Pacific Park Drive and at the roundabout south of the subject property. The project will be served by a looped water main with connections in Pacific Park and the roundabout at the south property line. Each home is expected to have an individual water meter with private service connections. The sewer mainline will connect in Aliso Creek Parkway following the replacement of the existing sewer line in the shared drive. The point of connection to service this development will connect in the roundabout at the south property line.

A primary entry off Pacific Park Drive will welcome residents and guests with upgraded accent paving, while the existing south roundabout entry will be preserved and enhanced to maintain seamless circulation.
The site plan preserves the existing access points from Pacific Park Drive and the roundabout access to the south, leading to a 26-28-foot-wide interior roadway. The main entry drive widens to a total of 31-feet to accommodate parallel parking along the easterly side of the road. The main looped interior drive aisle and secondary 24-foot alleyways will provide rear-loaded garage access to all units. Given that the rear elevations of the buildings will face the interior of the site, special attention has been given to enhancing the visual appeal by donning the rear elevations with siding and stone cladding, as well as softening hardscape elements through strategic landscaping.

To activate the street frontage along Pacific Park Drive and Aliso Creek Parkway, buildings are oriented forward, enhancing the streetscape presence. Frontage improvements will promote pedestrian connectivity to encourage walkability to nearby retail and entertainment spaces. The garden court buildings meaningfully open to the interior of the site, offering relief in massing and opening landscaped pedestrian space to the community.

Designed with an emphasis on recreation and gathering spaces, the community will include:

- A central recreation area featuring a pool, BBQ area, and lounge seating
- A tot lot and playground, complete with play equipment, benches, and shaded areas
- A dedicated dog relief area, providing a pet-friendly amenity for residents.
- Courtyards with seating and accent landscaping, offering serene green spaces throughout.
- Paved walkways with trees and specimen plantings, enhancing the community's visual appeal and walkability.

Each townhome is designed for indoor-outdoor living, featuring spacious private balconies. The project maintains a minimum 20-foot setback from all project boundaries. Parking requirements are satisfied by providing 2.5 spaces per home, which amounts to 83 surface parking spaces. The remaining 191 spaces will be conveyed via enclosed 2-car, side-by-side garages.

California Environmental Quality Act (CEQA)

Shea Homes will be contracting Carlson Land Solutions to prepare an IS/MND to include all technical studies for City review.

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Proposed Entitlements

The project site currently has the land use designation and zoning of Professional Office. The proposed project will exist solely of residential units, changing the land use and zoning to High Density Residential (RHD)

The following entitlements are requested:

- General Plan Amendment - PO to Residential High Density (RHD)
- Zone Change - PO to Residential High Density (RHD)
- Development Agreement
- Tentative Tract Map
- Site Development Permit
- Initial Study / Mitigated Negative Declaration

*To note, the project will be providing affordable housing in accordance with the State Density Bonus Law (SDBL) and will not be requesting concessions or waivers of development standards, as legally offered by SDBL.

Again, we look forward to working with you throughout this entitlement process. If you have any questions or need any additional information, please contact me at emilie.simard@sheahomes.com or 949-244-7172.

Respectfully,

Emilie Simard
Director of Forward Planning
Shea Homes Southern California

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ALISO VIEJO

27081 Aliso Creek Road

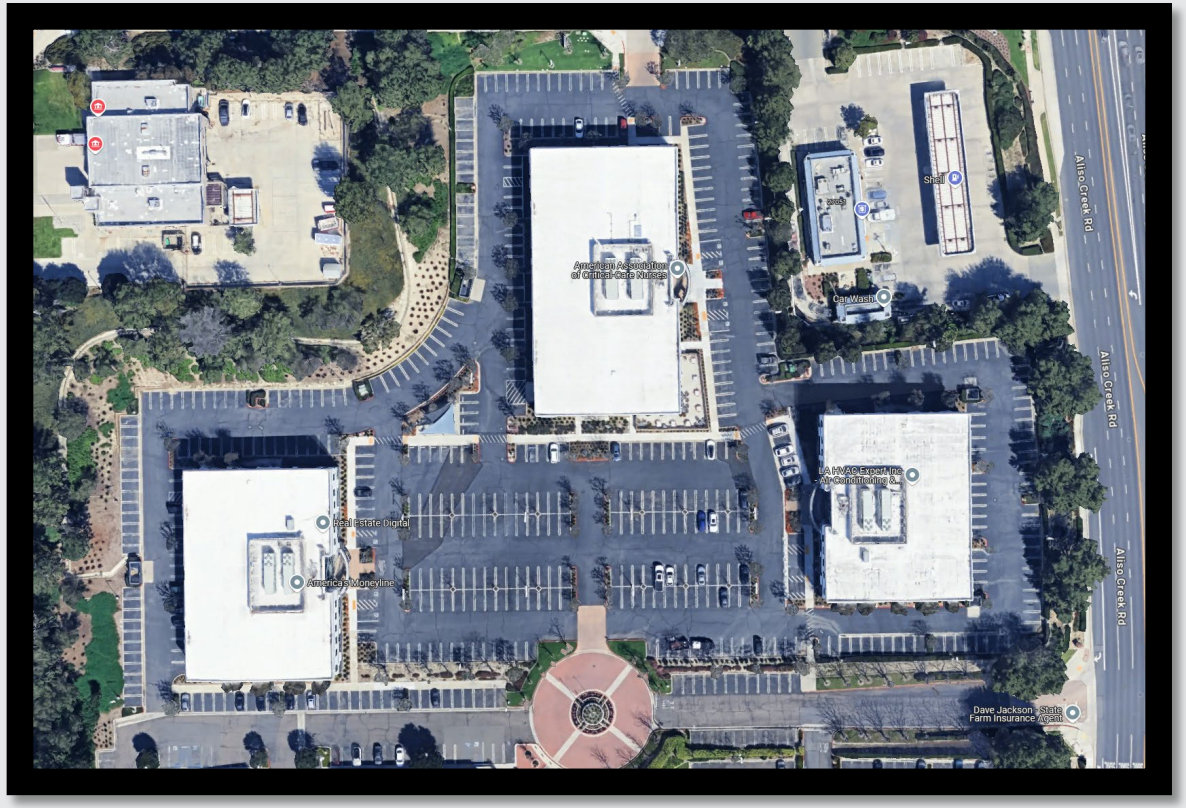
Concept Review

Existing Site



Site Layout

Existing (Two-Story Offices)



Proposed (137-unit Townhomes)



Proposed Project





City of Aliso Viejo
AGENDA ITEM

DATE: May 7, 2025

TO: Mayor and City Council

FROM: Shaun Pelletier, Director of Public Works/City Engineer

SUBJECT: BIKE LANE DISCUSSION

Recommended Actions:

1. Receive Staff presentation; and

2. Provide direction to Staff regarding bike lane improvement implementation timeline.

Fiscal Impact:

There is no fiscal impact for this report.

Background:

Staff presented the potential bike lane improvement options to City Council on February 5, 2025. During that discussion, three key decisions were made.

- Implement the current Manual on Uniform Traffic Control Devices bike lane standards utilizing the green paint option.
- Include a striped buffer zone where the existing lane configuration allows for it.
- Do not include any physical barriers within the buffer zone.

Staff was directed to compare implementation costs with and without a concurrent pavement rehabilitation project, as well as long-term maintenance costs.

Discussion:

Estimating and quantifying the cost of a project like this is challenging without a clearly defined plan that allows for obtaining quotes. Pricing tends to fluctuate year over year, as well as depending on the specific scope of each project. To provide a reliable analysis, staff has used current bid pricing from local projects.

Whether the bike lane improvements are implemented as part of a concurrent street project or as a standalone project, there are additional costs when using green paint

instead of the standard white. This is due to the greater labor and material requirements for green paint. Staff believes that these additional costs are minimal when the green paint is applied during a concurrent street project, considering the desired visual impact and potential safety benefits. As an example, for the Aliso Creek Road project currently under construction, the cost of green paint is about 3% of the total project cost.

There is a slight cost difference between striping during a standalone project versus as part of a concurrent street project. To apply the new striping standards, any existing conflicting bike lane markings need to be removed. When the striping is done during a street project, there is essentially no additional cost for removal because the new surface course "erases" the old markings. However, removal costs can vary significantly depending on the street, with some areas needing no removal and others requiring extensive work. This cost is estimated to be between 2-5% of the total citywide project cost.

Standalone striping projects also involve the aesthetic of scarred pavement where the old striping was removed, since the full surface won't be improved. While these areas are not expected to be extensive, they will still be present. Additionally, new striping on older, faded pavement will not have the same visual impact as on a freshly repaved surface. A citywide standalone project might also affect long-term maintenance planning and budgeting. Since all the striping would be done at once, it would all reach the end of its useful life at the same time, requiring a larger project for replacement. When striping is applied during paving projects, maintenance costs are more spread out, but the downside is that the entire city wouldn't be completed for several years. One initial benefit of completing a standalone citywide project is avoiding the cost escalation that continues to occur annually across construction projects.

As a reminder, staff estimates the cost of a standalone citywide project to be approximately $1.3 million. This includes all arterial streets except for segments already under construction or planned for rehabilitation within the next year. The City currently has about $1.4 million available from AB 2766 (AQMD) funding that could be applied to this project if directed. Additionally, staff is exploring a new grant opportunity that could help fund both pavement rehabilitation and the new bike lane improvements.

Long-term maintenance costs are not expected to be excessive. Thermoplastic pavement markings generally last between 5-10 years, and the city's current street maintenance budget includes annual upkeep for striping. High-traffic areas, particularly around intersections, will need maintenance more frequently, potentially within five years. This will be an important consideration if transitional green markings are applied across all driveways, as they will experience continuous vehicle traffic. Staff recommends applying these markings only in very high-traffic areas, such as around Town Center, where lane configurations allow for it. Each year, the annual budget will be evaluated to ensure sufficient funding for the efficient maintenance of all city striping.

Staff respectfully seeks City Council direction on whether to continue integrating bike lane improvements, including buffer zones and green paint, during roadway improvement projects or to implement these enhancements beforehand as a standalone project.

Environmental:

Any potential projects proposed as a result this recommend action would be considered for environmental CEQA review as needed.

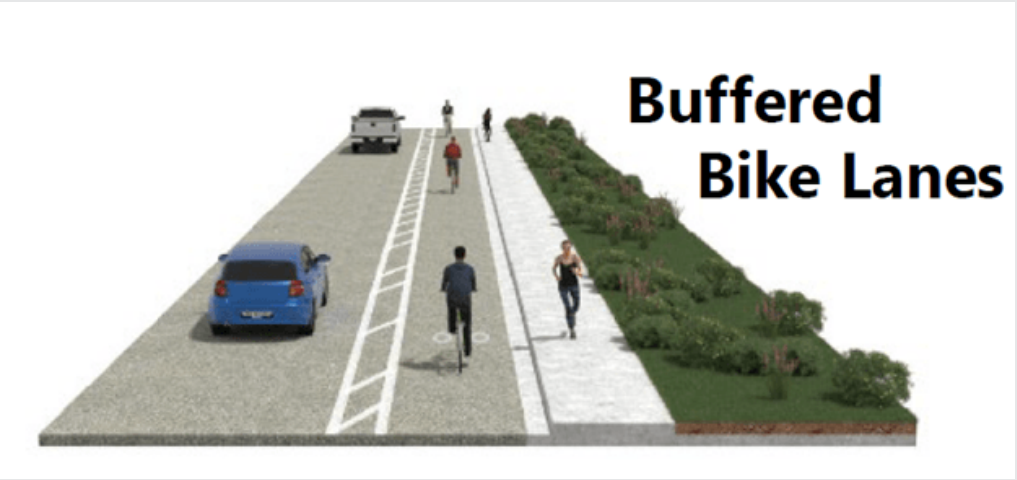
Attachment:

1. Presentation

ALISO VIEJO

Bike Lane Discussion

- Class II - Bike Lanes or Buffered Bike Lanes
  - A separated path designed exclusively for bicycles and pedestrians, located off-street and away from vehicle traffic.



Aliso Creek Road
(Pacific Park Drive to
Wolverine Way),
Aliso Viejo, CA





Aliso Creek Road,
(Wolverine Way to
Alicia Parkway),
Aliso Viejo, CA

- Class II Bike Lane Enhancements
  - Green Paint at Bicycle Legends
  - Green Conflict Striping at Intersections
  - Adopted by the CA-MUTCD in January 2024





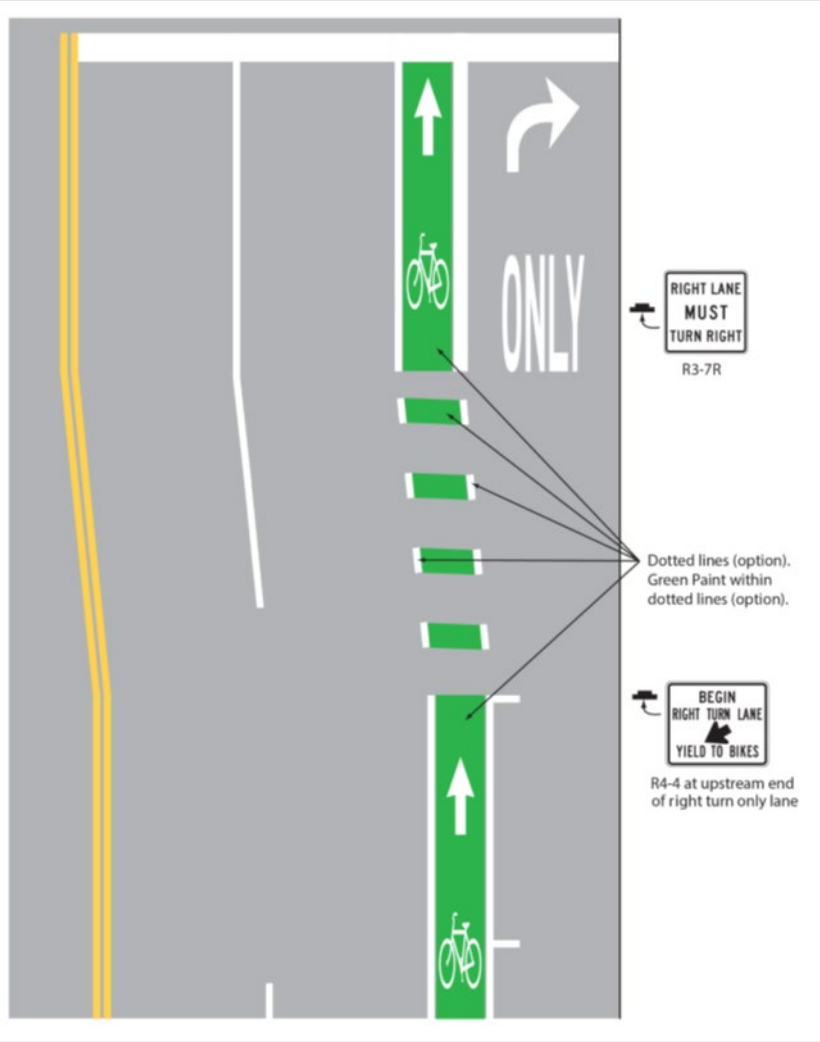
- Class III – Bike Route
  - A lower speed roadway where bicycles and motor vehicles share the same lane, indicated by signs or shared lane markings (sharrows)

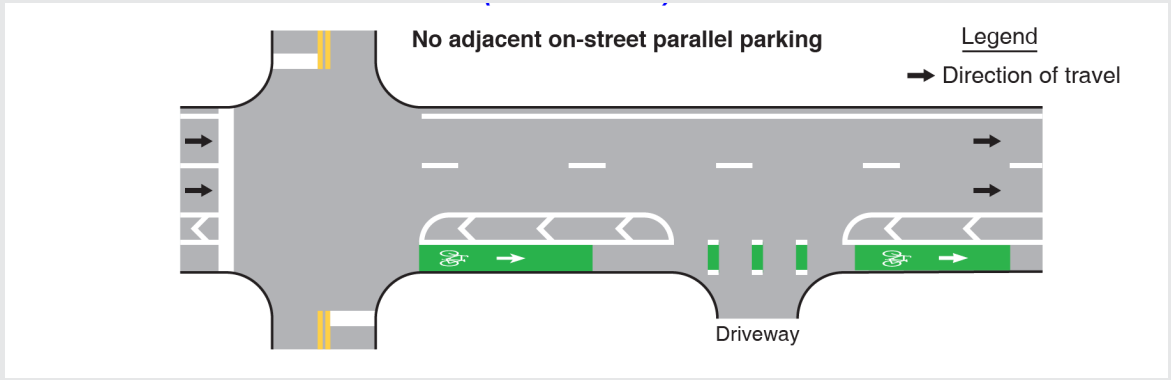


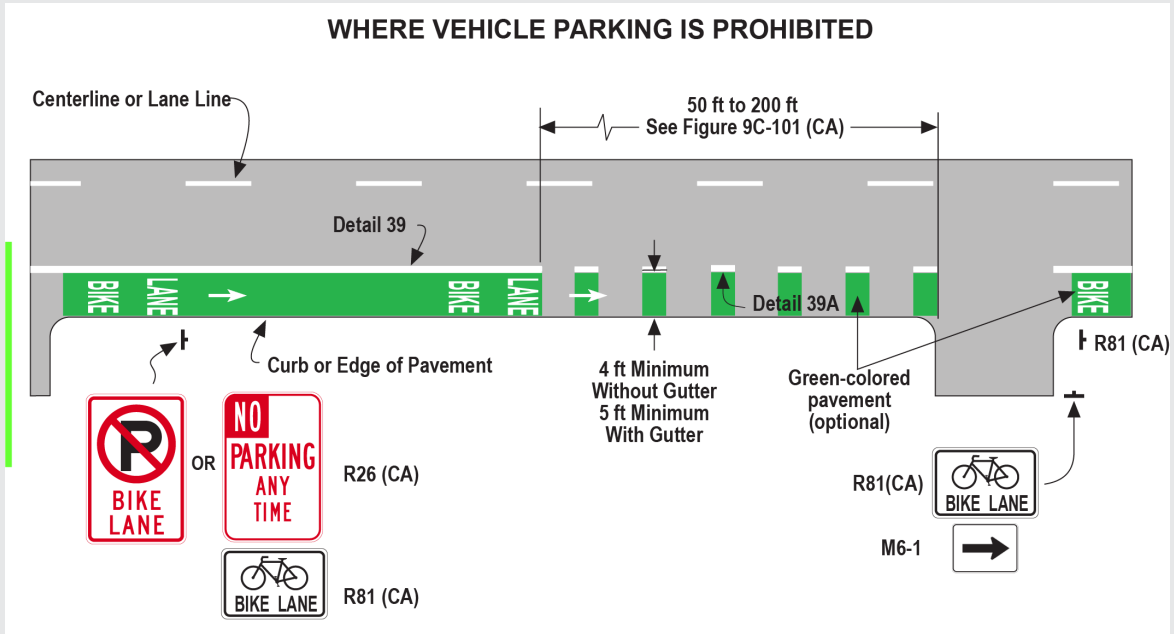


Glenneyre Street,
Laguna Beach, CA

• Standards

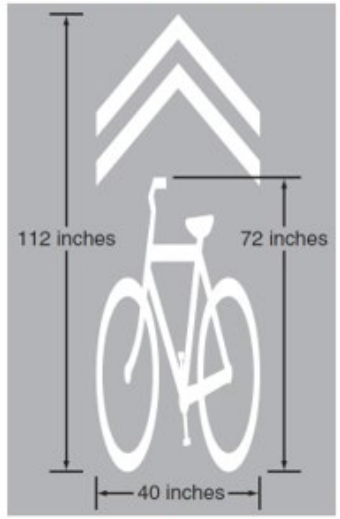

ONLY
RIGHT LANE
MUST
TURN RIGHT
R3-7R
Dotted lines (option).
Green Paint within
dotted lines (option).
BEGIN
RIGHT TURN LANE
YIELD TO BIKES
R4-4 at upstream end
of right turn only lane

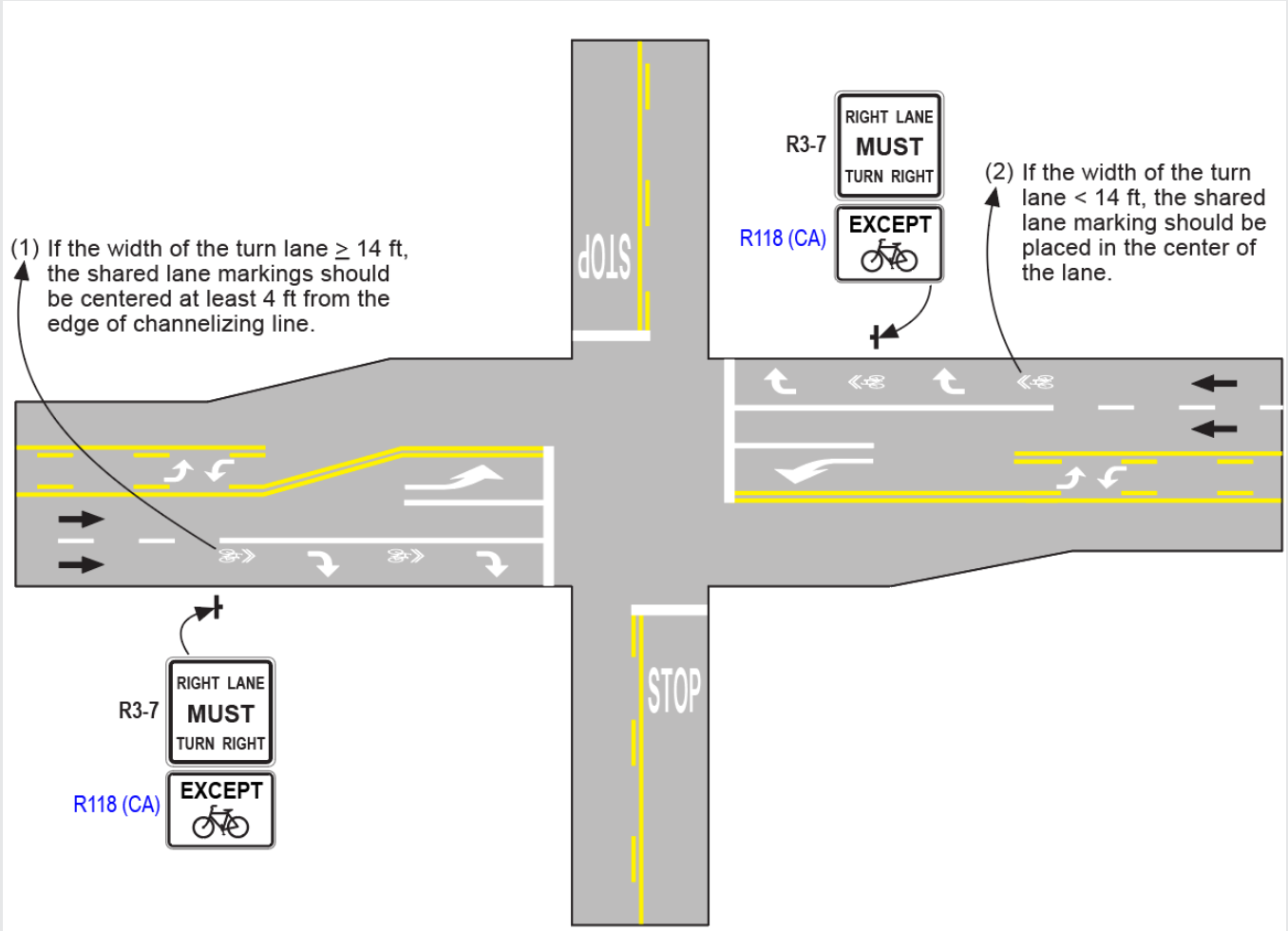

No adjacent on-street parallel parking
Legend
Direction of travel
Driveway


WHERE VEHICLE PARKING IS PROHIBITED
Centerline or Lane Line
50 ft to 200 ft
See Figure 9C-101 (CA)
Detail 39
BIKE LANE
BIKE LANE
Detail 39A
BIKE LANE
R81 (CA)
Curb or Edge of Pavement
4 ft Minimum
Without Gutter
5 ft Minimum
With Gutter
Green-colored
pavement
(optional)
BIKE LANE
OR
NO PARKING ANY TIME
R26 (CA)
R81(CA)
BIKE LANE
M6-1
BIKE LANE
R81 (CA)

• Standards

Figure 9C-9. Shared Lane Marking





Funding

AQMD Grant Funds Currently in Reserve: $1.4 Million

Cost Estimate to upgrade all Class II with green paint and buffers ~$1.3M

Excludes street projects scheduled for completion in 2025-26

Reviewing new grant opportunity for rehab/striping projects

Questions