

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, AUGUST 6, 2025
6:00 PM CLOSED SESSION
7:00 PM REGULAR MEETING

CITY HALL
COUNCIL CHAMBERS
12 JOURNEY,
ALISO VIEJO, CA

TELECONFERENCE LOCATIONS

8696 Vizela Way
Elk Grove, CA

30 Hawn Drive
Frisco, CO



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
CITY MANAGER

SCOTT C. SMITH
CITY ATTORNEY

JANET MARTINEZ
CITY CLERK

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

CALL TO ORDER: Convene Special Meeting

PUBLIC COMMENTS:

CLOSED SESSION:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: City Manager

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54956.6
Agency Designated Representatives: Mayor and Mayor Pro Tem
Unrepresented Employee: City Manager

CALL TO ORDER: Convene Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

1.1 RECOGNITION OF MEDAL OF VALOR RECIPIENT OCFA DIVISION CHIEF MIKE SUMMERS

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 July 16, 2025 Special and Regular Meetings.

[Draft Minutes - July 16, 2025 Special Meeting](#)

[Draft Minutes - July 16, 2025 Regular Meeting](#)

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between July 3, 2025, and July 17, 2025, in the amount of \$578,757.06.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.4 DESKTOP COMPUTER REPLACEMENT

Recommended Action: Approve and authorize the City Manager to execute a purchase agreement with SHI for the purchase of new desktop computers for an amount not to exceed \$141,680.80.

[Staff Report](#)

[Attachment 1 - SHI, Inc. Quote](#)

4.5 PURCHASE AND REPLACE VIDEO SURVEILLANCE CAMERAS AT THE ALISO VIEJO CENTER AND AQUATIC CENTER

Recommended Action: Approve and authorize the City Manager to execute a Professional Services Agreement with NIC Partners for the purchase and replacement of new video surveillance cameras at the Aliso Viejo Center and Aquatic Center for an amount not to exceed \$96,000.

[Staff Report](#)

[Attachment 1 - Agreement](#)

[Attachment 2 - Proposal](#)

4.6 SECOND AMENDMENT TO THE AGREEMENT WITH SIGNARAMA FOR BANNER PROGRAM

Recommended Action:

1. Approve the second amendment to the agreement with Signarama for the banner program for an additional one-year term ending June 30, 2026, and increase the total compensation by \$4,000 for a total amount of \$54,000; and
2. Authorize the City Manager to execute the agreement.

[Staff Report](#)

[Attachment 1 - Amendment No. 2](#)

[Attachment 2 - Amendment No. 1](#)

[Attachment 3 - Original Agreement](#)

5. **PUBLIC HEARINGS:** None

6. **DISCUSSION:**

6.1 **ORDINANCE AMENDING CHAPTERS 13.02 AND 13.04 OF THE ALISO VIEJO MUNICIPAL CODE, ADOPTING BY REFERENCE 2025 BUILDING AND FIRE CODES**

Recommended Action:

1. Hold a public hearing and introduce for first reading an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING CHAPTERS 13.02 & 13.04 OF TITLE 13 OF THE ALISO VIEJO MUNICIPAL CODE AND ADOPTING BY REFERENCE THE FOLLOWING MODEL CODES INTO THE ALISO VIEJO MUNICIPAL CODE: (1) CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, 2025 EDITION; WITH AMENDMENTS (2) CALIFORNIA ELECTRICAL CODE, 2025 EDITION; (3) CALIFORNIA PLUMBING CODE, 2025 EDITION; (4) CALIFORNIA MECHANICAL CODE, 2025 EDITION; (5) INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION; (6) CALIFORNIA ADMINISTRATIVE CODE, 2025 EDITION; (7) CALIFORNIA ENERGY CODE, 2025 EDITION; (8) CALIFORNIA REFERENCED STANDARDS CODE, 2025 EDITION; (9) CALIFORNIA EXISTING BUILDING CODE, 2025 EDITION; (10) CALIFORNIA RESIDENTIAL CODE, 2025 EDITION, WITH AMENDMENTS; (11) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 EDITION; (12) CALIFORNIA WILDLAND URBAN INTERFACE CODE, 2025 EDITION, WITH AMENDMENTS; AND (13) CALIFORNIA FIRE CODE, 2025 EDITION, WITH AMENDMENTS; and
2. Find the attached Ordinance exempt from the requirements of the California Environmental Quality Act pursuant to Section 15378(a) and 15061(b)(3).

[Staff Report](#)

[Attachment 1 - Ordinance](#)

[Attachment 1A - Ordinance Exhibit A - Building Regulations](#)

[Attachment 1B - Ordinance Exhibit B - Fire Regulations](#)

6.2 **LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND SELECTION OF GENERAL ASSEMBLY VOTING DELEGATE**

Recommended Action: Designate a voting delegate and up to two alternates for the League of California Cities General Assembly to be held on October 10, 2025 at the Long Beach Convention Center.

[Staff Report](#)

[Attachment 1 - Cal Cities Letter](#)

6.3 RESOLUTION AMENDING THE CITY EMPLOYEE SALARY SCHEDULE TO INCLUDE A FULL-TIME HUMAN RESOURCES MANAGER POSITION

Recommended Action: Adopt a Resolution amending the City employee salary schedule to include a full-time Human Resources Manager position.

[Staff Report](#)

[Attachment 1 - Resolution](#)

[Attachment 2 - Salary Schedule](#)

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is August 20, 2025.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
July 16, 2025, 5:45 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 5:45 p.m.

ROLL CALL:

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

ABSENT: NONE

STAFF PRESENT: MITZI ORTIZ, CITY MANAGER
HONGDAO NGUYEN, 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.

CLOSED SESSION:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: City Manager

REPORT FROM CLOSED SESSION:

Assistant City Attorney HongDao Nguyen stated no reportable action was taken.

MAYOR ACKLEY RECONVENED THE SPECIAL MEETING AT 6:05 P.M.

STUDY SESSION

TRAFFIC CALMING GUIDELINES

City Manager Mitzi Ortiz introduced Public Works Director Shaun Pelletier, who gave an overview of the item and introduced representatives from RK Engineering Group. RK Engineering Group delivered a presentation on traffic calming guidelines. City staff addressed questions from the Council regarding mitigation options and relevant State requirements.

Recommended Action: Receive staff presentation.

No further action was taken.

ADJOURNMENT: Mayor Ackley adjourned the meeting at 6:57 p.m. to the August 6, 2025 Regular Council Meeting.

Respectfully submitted:

Approved by:

JANET MARTINEZ
CITY CLERK

TIFFANY ACKLEY
MAYOR

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

CALL TO ORDER: Mayor Ackley called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:05 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
HONGDAO NGUYEN, 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

PLEDGE OF ALLEGIANCE: Councilmember Zandbergen led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

Assistant City Attorney HongDao Nguyen stated there was no reportable action.

1. SPECIAL PRESENTATIONS:

1.1 BUSINESS OF THE MONTH - REGUS ALISO VIEJO

Mayor Ackley introduced the video and presented a certificate of recognition to Regus Senior Sales Director Aahmes Kubicki, who provided a brief history of the business and expressed her appreciation.

1.2 PRESENTATION FROM WORKING WARDROBES

Mayor Ackley introduced Working Wardrobes CEO Bonni Pomush, who provided the presentation, along with Board Member Suzy Betz and Costa Mesa Council Member Don Harper.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

1. Kurt Schutte expressed public safety concerns regarding 38 Colonial Way.
2. Mark Ronson expressed public safety concerns regarding 38 Colonial Way.
3. Bret Pool expressed gratitude for new radar speed signs at Hummingbird Lane.
4. Doug Owens expressed gratitude to Administrative Sergeant Duran for assistance with a civil matter.

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 5-0.

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 June 18, 2025 Regular Meeting.

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between June 6, 2025, and July 2, 2025, in the amount of \$2,660,541.05.

4.4 TREASURER'S STATEMENT - MAY 2025

Recommended Action: Receive and file the May 2025 Treasurer's Statement.

4.5 RESOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) AUTHORIZING THE ANNUAL LEVY OF SPECIAL TAXES FOR FISCAL YEAR 2025-2026

Recommended Action: Adopt Resolution No. 2025-10 of the City Council, acting as the legislative body of Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) (the "CFD"), authorizing the annual levy of special taxes for fiscal year 2025-2026.

4.6 AGREEMENT WITH HDL COREN AND CONE FOR PROPERTY TAX CONSULTING AND AUDITING SERVICES

Recommended Action: Approve and authorize the City Manager to execute a five-year Professional Services Agreement with HdL Coren and Cone for property tax consulting and auditing services in an amount not to exceed \$105,000.

4.7 MAJOR DEVELOPMENT PROJECTS STATUS UPDATE

Recommended Action: Receive and file.

4.8 APPROVAL OF NEIGHBORHOOD TRAFFIC CALMING GUIDELINES

Recommended Action: Adopt Resolution No. 2025-11 of the City Council of the City of Aliso Viejo which adopts and approves Neighborhood Traffic Calming Guidelines

5. PUBLIC HEARINGS:

5.1 APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

City Manager Mitzi Ortiz introduced Community Development Director So Kim, who provided an overview. Staff responded to questions regarding allocation of program funds. Mayor Ackley opened the public hearing and there were no requests to speak. Mayor Ackley closed the public hearing.

Recommended Action: Adopt Resolution No. 2025-12 authorizing the application submittal and adopting the Permanent Local Housing Allocation (PLHA) for the Permanent Local Housing Allocation Program.

Motion: Mayor Pro Tem Duncan moved and Councilmember Zandbergen seconded to approve the recommended actions. Motion carried 5-0.

6. DISCUSSION:

6.1 FEE WAIVER REQUEST FOR ORANGE COUNTY ANNUAL SENIOR SUMMIT EVENT AT ALISO VIEJO RANCH

City Manager Mitzi Ortiz introduced Recreation and Community Services Manager Lizzy Mendoza, who provided an overview. Staff, along with Chief of Staff Nick Anas from the office of Orange County Supervisor Foley, responded to questions regarding waiving fees for nonprofit organizations, procedures of last year's event, event details, and estimated cost to the City and event sponsors.

Recommended Action: Consider a request to waive Aliso Viejo Ranch rental fees in the amount of \$3,387 for the Orange County Annual Senior Summit event held by Fifth District Supervisor Katrina Foley and Cal Optima Health.

Motion: Mayor Ackley made a motion and Councilmember Munzing seconded to approve waiving a portion of the rental fees in the amount of \$2,621, excluding fees for security and cleanup. Motion carried 3-2, with Councilmember Zandbergen and Mayor Pro Tem Duncan dissenting.

6.2 HUMMINGBIRD LANE AD HOC COMMITTEE REPORT

City Manager Mitzi Ortiz introduced Public Works Director Shaun Pelletier, who provided an overview. Staff responded to questions regarding striping, crosswalks, edge lines, bulb-outs, and stop signs.

Recommended Action: Direct staff how to proceed with Hummingbird Lane traffic improvements.

Motion: Mayor Pro Tem Duncan made a motion and Mayor Ackley seconded to evaluate traffic conditions with the recently installed radar speed signs for one month before bringing the item back for further discussion. Motion carried 5-0.

7. CITY MANAGER' S REPORT:

City Manager Mitzi Ortiz announced registration for fall recreation classes, with the digital fall brochure available on the City's website; Shakespeare by the Sea featuring *As You Like It* at Soka University on July 24, 2025, at 7:00 p.m.; Community Input Survey for Aliso Viejo Ranch available until July 17, 2025; and Aliso Viejo Farmers Market at Aliso Viejo Town Center from 10:00 a.m. to 2:00 p.m. every Saturday.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Munzing:

- Attended Aliso Viejo Chamber of Commerce Networking Lunch
- Attended OCFA Budget & Finance Committee meeting
- Attended OCFA Fallen Heroes Memorial Ceremony
- Attended AVCA July 4th Celebration & Fireworks
- Attended Hummingbird Lane Ad Hoc Committee meetings

Councilmember Zandbergen:

- Attended AVCA July 4th Celebration & Fireworks
- Attended Aliso Viejo Chamber of Commerce Networking Lunch
- Commented on personal mountain bike training

Councilmember Hurt:

- Commended Boys and Girls Club on their efforts with local food pantry
- Attended Run Club at the Iglesia Park Community Center and commented on upcoming one-mile race event at ANHS on July 29

Mayor Pro Tem Duncan:

- Commended AVCA on their July 4th Celebration & Fireworks event
- Commended OCSD on e-bike enforcement and decrease of related safety complaints
- Commended OCSD on their contributions to AVCA July 4th Celebration & Fireworks
- Commended OCSD on their presence during an incident at Ridgecrest Park

Mayor Ackley:

- Commended AVCA on their July 4th Celebration & Fireworks event
- Volunteered at Boys and Girls Club food pantry

9. **ADJOURNMENT:** Mayor Ackley adjourned the meeting at 8:47 p.m. to the regularly scheduled City Council meeting of August 6, 2025.

Respectfully submitted:

Approved by:

JANET MARTINEZ
CITY CLERK

TIFFANY ACKLEY
MAYOR

City of Aliso Viejo

AGENDA ITEM



DATE: August 6, 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 July 3, 2025, and July 17, 2025, in the amount of \$578,757.06.

Fiscal Impact:

Expenditures in the amount of \$578,757.06.

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 July 3, 2025, and July 17, 2025, for \$578,757.06, 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		
CHOICE BUILDER	AUG'25 DENTAL - DD	145.88
CHOICE BUILDER	AUG'25 DENTAL - TZ	96.90
CHOICE BUILDER	AUG'25 VISION - DD	24.19
CHOICE BUILDER	AUG'25 DENTAL INSURANCE	1,830.38
CHOICE BUILDER	AUG'25 DENTAL - RH	96.90
CHOICE BUILDER	AUG'25 VISION INSURANCE	283.36
CHOICE BUILDER	AUG'25 VISION - RH	15.03
KOSMONT & ASSOCIATES	JUN'25 FISCAL IMPACT ANALYSIS-400-700 FREEDOM LANE	1,023.12
KOSMONT & ASSOCIATES	JUN'25 FISCAL IMPACT ANALYSIS - 95 ARGONAUT	1,023.13
DE NOVO PLANNING GROUP	PEER REVIEW OF CEQA DOCUMENTS FOR 95 ARGONAUT	14,050.00
CHARLES ABBOTT ASSOC INC	MAY'25 CAA KAISER GRADING - R.BEIMER S.WILSON	337.50
CHARLES ABBOTT ASSOC INC	MAY'25 CAA ST. MARYS GRADING - R.BEIMER S.WILSON	120.00
CHARLES ABBOTT ASSOC INC	MAY'25 CAA WOODMAN TEL - R.BRUNELL	52.50
CHARLES ABBOTT ASSOC INC	MAY'25 CAA COX - R.BRUNELL	157.50
CHARLES ABBOTT ASSOC INC	MAY'25 CAA ST MARY'S GRADING - R.BRUNELL	210.00
CHARLES ABBOTT ASSOC INC	MAY'25 CAA MNWD - R.BRUNELL	367.50
CHARLES ABBOTT ASSOC INC	MAY'25 CAA SCE - R.BRUNELL	367.50
CHARLES ABBOTT ASSOC INC	MAY'25 CAA KAISER GRADING - R.BRUNELL	525.00
CHARLES ABBOTT ASSOC INC	JUN'25 CAA MNWD - R.BRUNELL	210.00
CHARLES ABBOTT ASSOC INC	JUN'25 CAA COX - R.BRUNELL	52.50
CHARLES ABBOTT ASSOC INC	JUN'25 CAA WOODMAN TEL - R.BRUNELL	52.50
CHARLES ABBOTT ASSOC INC	JUN'25 CAA COX - R.BRUNELL	105.00
CHARLES ABBOTT ASSOC INC	JUN'25 CAA KAISER GRADING - R.BRUNELL	525.00
CHARLES ABBOTT ASSOC INC	JUN'25 CAA ST MARY'S GRADING - S.WILSON	95.00
CHARLES ABBOTT ASSOC INC	JUN'25 CAA KAISER GRADING - S.WILSON	95.00
HF&H CONSULTANTS LLC	JUN'25 SOLID WASTE FRANCHISE AUDIT	9,371.50
DEPT OF CONSERVATION	APR-JUN'25 SEISMIC MAPPING FEES	2,571.46
DIVISION OF THE STATE ARCHITECT	APR-JUN'25 CASP FEES	76.00
CA BUILDING STANDARDS COMMISSION	APR-JUN'25 CA BLDG STANDARD ADMIN FEES	539.10
ISAAC AZIZ	IA - COMPUTER LOAN	3,000.00
		37,419.45
CITY MANAGER		
OC CITY MANAGERS' ASSN	OCCMA FY25-26 1 MEMBERSHIP & 4 HOLIDAY TICKETS	900.00
OC CITY MANAGERS' ASSN	OCCMA FY25-26 1 MEMBERSHIP & 4 HOLIDAY TICKETS	900.00
OC CITY MANAGERS' ASSN	OCCMA FY25-26 1 MEMBERSHIP & 4 HOLIDAY TICKETS	(900.00)
	CITY MANAGER TOTAL:	900.00
CITY ATTORNEY		
BEST BEST & KRIEGER	MAY'25 BBK LABOR & EMPLOYMENT (SPECIALIZED)	1,137.50
BEST BEST & KRIEGER	MAY'25 BBK 89 PLAYA CIRCLE	1,407.70
	CITY ATTORNEY TOTAL:	2,545.20
FINANCE		
CHOICE BUILDER	AUG'25 ADMIN FEE	35.00
PARS (PHASE II SYSTEMS AND CALIFORNIA CORPORATION)	MAY'25 PARS REP FEES	300.00
PARS (PHASE II SYSTEMS AND CALIFORNIA CORPORATION)	JUN'25 PARS REP FEES	300.00
MEEDER PUBLIC FUNDS, INC.	APR-JUN'25 INVESTMENT ADVISORY SERVICES	4,125.00
ANN EIFERT	AE TRAVEL & EXPENSE REIMB - GFOA CONF 6/28-7/02/25	982.60
	FINANCE TOTAL:	5,742.60
INFORMATION TECHNOLOGY		
TANGENT COMPUTERS INC	6/23/25-7/22/25 CH O365 LICENSING AND SUPPORT	3,000.00
LUNAVI, INC	JUL'25 OFFSITE BACKUP STORAGE	622.50
	INFORMATION TECHNOLOGY TOTAL:	3,622.50
NON-DEPARTMENTAL		
PV MAINTENANCE INC	JUN'25 PVM VISTA PARK MAINTENANCE	579.00
ALLIANT INSURANCE SERVICES INC	FY 25-26 ACIP CRIME RENEWAL	1,056.00
QUADIENT FINANCE USA, INC	QUADIENT POSTAGE-ADDED 6/17/25	500.00

Vendor Name	Description (Item)	Amount
KYRSTI NICOLE ASHMALL	JUN'25-4.17 HRS-PIO/ENEWS/MYR OUTREACH	375.30
US BANK PURCHASING CARD PROGRAM	EM 6/10 HOME DEPOT-FLEET REMOTE BATTERIES	18.18
US BANK PURCHASING CARD PROGRAM	EM 6/19 BLISS CW - F150 CAR WASH	35.00
US BANK PURCHASING CARD PROGRAM	EM 6/05 TUCKER TIRE HIGHLANDER LP:1446571 FT TIRES	390.00
US BANK PURCHASING CARD PROGRAM	EM 6/11 TUCKER TIRE RAV4 PW DIR LP:1574835 TIRES	680.00
COUNTY OF ORANGE	FY25-26 ANNUAL LAFCO ALLOCATION	8,723.25
	NON-DEPARTMENTAL TOTAL:	12,356.73
C. S. ADMINISTRATION		
SHAKESPEARE BY THE SEA	7/24/25 SOKA EVT CO-SPONSOR-SHAKESPEARE BY THE SEA	3,750.00
CA PARK & RECREATION SOCIETY DISTRICT X	FY25-26 REC DEPT-CPRS MEMBERSHIP RENEWAL	1,280.00
OCY MANAGEMENT, LLC	JUN'25 SMP R&CS CONTRIBUTION TRANSPORTATION SVC	620.00
	C. S. ADMINISTRATION TOTAL:	5,650.00
IGLESIA PARK		
PV MAINTENANCE INC	JUN'25 PVM IGLESIA PARK MAINTENANCE - REPAIR	3,692.19
PV MAINTENANCE INC	JUN'25 PVM IGLESIA PARK MAINTENANCE - PAD	15,000.00
US BANK PURCHASING CARD PROGRAM	EM 6/10 HOME DEPOT-IGLESIA PARK TENNIS COURT MTLs	62.23
US BANK PURCHASING CARD PROGRAM	EM 6/10 HOME DEPOT-IGLESIA PARK TENNIS COURT TOOL	33.37
SO CAL EDISON	JUN'25 ACCT#7997 IGLESIA PARK ELECTRICITY	33.50
	IGLESIA PARK TOTAL:	18,821.29
IGLESIA BUILDING		
PV MAINTENANCE INC	JUN'25 PVM IGLESIA PARK CC MAINTENANCE	3,281.00
US BANK PURCHASING CARD PROGRAM	EM 6/19 SHERWIN-WILLIAMS-IPCC EXTERIOR PAINT	179.13
US BANK PURCHASING CARD PROGRAM	EM 6/05 SEPULVEDA BLDG-IPCC SAND FOR PAVERS	489.72
US BANK PURCHASING CARD PROGRAM	EM 6/05 SOUTH COAST SHINGLE-IPCC ROOF MATERIALS	323.25
SO CAL EDISON	JUN'25 ACCT#7997 IGLESIA BLDG ELECTRICITY	1,913.27
	IGLESIA BUILDING TOTAL:	6,186.37
IGLESIA PARK COMMUNITY CENTER		
BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	JUN'25 ELEMENTARY & TEEN KEYSTONE PROGRAM	11,958.10
	IGLESIA PARK COMMUNITY CENTER TOTAL:	11,958.10
PLANNING		
ATLAS PLANNING SOLUTIONS	JAN-JUN'25 SAFETY ELEMENT UPDATE	3,250.00
ROSE RIVERA	RR 6/10-6/12 2025 NCDA CONFERENCE REIMBURSEMENT	165.31
KOSMONT & ASSOCIATES	JUN'25 ECONOMIC DEVELOPMENT SERVICES	1,593.75
	PLANNING TOTAL:	5,009.06
BUILDING		
CHARLES ABBOTT ASSOC INC	JUN'25 CAA CONTRACT SERVICES - BUILDING SERVICES	46,987.33
	BUILDING TOTAL:	46,987.33
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	JUN'25 CAA CONTRACT SERVICES - CODE ENFORCEMENT	7,480.00
	CODE ENFORCEMENT TOTAL:	7,480.00
ENGINEERING (GENERAL)		
RICHARD FISHER ASSOCIATES	MAY'25 LANDSCAPE INSPECTION SERVICES	4,168.08
RICHARD FISHER ASSOCIATES	JUN'25 LANDSCAPE INSPECTION SERVICES	4,503.85
CHARLES ABBOTT ASSOC INC	MAY'25 CAA NPDES SERVICES	12,017.50
CHARLES ABBOTT ASSOC INC	MAY'25 CAA SOLID WASTE SERVICES	4,422.50
CHARLES ABBOTT ASSOC INC	JUN'25 CAA NPDES SERVICES	12,905.00
CHARLES ABBOTT ASSOC INC	JUN'25 CAA SOLID WASTE SERVICES	5,980.00
	ENGINEERING (GENERAL) TOTAL:	43,996.93
STREET MAINTENANCE		
BEAR ELECTRICAL SOLUTIONS INC	WINDSONG AND ALISO CREEK TRAFFIC SIGNAL REPAIR	16,714.70
CHARLES ABBOTT ASSOC INC	MAY'25 CAA STREET INVESTIGATIONS	5,092.50
CHARLES ABBOTT ASSOC INC	JUN'25 CAA STREET INVESTIGATIONS	1,785.00
US BANK PURCHASING CARD PROGRAM	EM 6/04 HOME DEPOT-BAGS TO COVER SIGNS GRAD EVENT	18.29
	STREET MAINTENANCE TOTAL:	23,610.49
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	JUN'25 LAW ENFORCEMENT/BODY CAMERAS/IN CAR VIDEO	229,958.22
	LAW ENFORCEMENT-CONTRACT TOTAL:	229,958.22

Vendor Name	Description (Item)	Amount
LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE	MAY'25 TECH CHARGES/RADIO REPAIR	282.15
	LAW ENFORCEMENT-OTHER TOTAL:	282.15
	GENERAL FUND TOTAL:	462,526.42
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
THE GAS COMPANY	06/02/25-07/01/25 MTR#16122180 CH GAS SVC	188.19
ALISO VIEJO COMMUNITY ASSOCIATION	JUL-SEP'25 CH MASTER HOA FEES	1,877.94
SO CAL EDISON	JUN'25 ACCT#7189 CH ELECTRICITY	5,789.03
	NON-DEPARTMENTAL TOTAL:	7,855.16
	GEN. FD-CITY HALL TOTAL:	7,855.16
103 - GF-AV RECREATION SERVICES		
RECREATION SERVICES		
PV MAINTENANCE INC	JUN'25 PVM AVR MAINTENANCE	2,771.40
DIRECT SOURCE COMMUNICATION INC	OCT'24 CAMERA CABLING PROJECT - AVR	17,267.46
ZAPP PEST MANAGEMENT	JUN'25 PEST CONTROL-OPTICAL GEL INSTALL ON LIGHTS	780.00
STAPLES ADVANTAGE	JUN '25 RCS OFFICE SUPPLIES	607.58
US BANK PURCHASING CARD PROGRAM	EM 6/04 HOME DEPOT-AVR WHITE STRIPING SPRAY PAINT	58.07
US BANK PURCHASING CARD PROGRAM	EM 6/03 HOME DEPOT-AVR MATERIALS	26.97
TANGENT COMPUTERS INC	6/23/25-7/22/25 AVR O365 LICENSING AND SUPPORT	502.00
SO CAL EDISON	JUN'25 ACCT#4551 FARM ELECTRICITY	494.90
SO CAL EDISON	JUN'25 ACCT#6247 AVR ELECTRICITY	3,963.40
FACILITRON, INC.	SUMMER2025 6/22/25 & 6/29/25 TENNIS FACILITY	25.36
	RECREATION SERVICES TOTAL:	26,497.14
	GF-AV RECREATION SERVICES TOTAL:	26,497.14
203 - GAS TAX		
TRAFFIC ENGINEERING		
RK ENGINEERING GROUP INC	HUMMINGBIRD STOP SIGN ANALYSIS	520.00
RK ENGINEERING GROUP INC	JUN'25 TRAFFIC CALMING GUIDELINES	500.00
RK ENGINEERING GROUP INC	HUMMINGBIRD STOP SIGN ANALYSIS	190.00
HARTZOG & CRABILL INC	JUN'25 TRAFFIC SIGNAL MONITORING	2,126.25
	TRAFFIC ENGINEERING TOTAL:	3,336.25
STREET MAINTENANCE		
BEAR ELECTRICAL SOLUTIONS INC	WINDSONG & ALISO CREEK TRAFFIC SIGNAL REPAIR	14,000.00
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	JUN'25 USA DATABASE MAINT + 56 TICKETS	113.60
SO CAL EDISON	JUN'25 ACCT#2125 GS1 MEDIAN ELECTRICITY	57.86
SO CAL EDISON	JUN'25 ACCT#6377 LS2 ST LIGHTS ELECTRICITY	1,237.47
SO CAL EDISON	FY24-25 SCE STREETLIGHTS	18,149.38
SO CAL EDISON	JUN'25 ACCT#8254 TC1 ST LIGHTS ELECTRICITY	3,684.41
	STREET MAINTENANCE TOTAL:	37,242.72
	GAS TAX TOTAL:	40,578.97
204 - MEASURE M		
GEN-MEASURE M		
OCY MANAGEMENT, LLC	JUN'25 M2 FUND TRANSPORTATION SVC	2,480.00
	GEN-MEASURE M TOTAL:	2,480.00
	MEASURE M TOTAL:	2,480.00
215 - PUBLIC SAFETY GRANTS		
LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE	JUN'25 E CITATION/MDC EQUIPMENT	6,120.27
	LAW ENFORCEMENT-OTHER TOTAL:	6,120.27
	PUBLIC SAFETY GRANTS TOTAL:	6,120.27
231 - OTHER GRANTS		
OTHER GRANTS		
FAMILY ASSISTANCE MINISTRIES	Q4 FY24-25 PLHA AFFORDABLE HOUSING CASE MANAGEMENT	669.48
GLENWOOD MAINTENANCE CORPORATION	JUL'25 89 PLAYA CIR HOA FEES	173.80

Vendor Name	Description (Item)	Amount
GLENWOOD MAINTENANCE CORPORATION	JUL'25 35 PLAYA CIR HOA FEES	173.80
ALISO VIEJO COMMUNITY ASSOCIATION	JUL-SEP'25 35 PLAYA CIR MASTER HOA FEES	141.55
ALISO VIEJO COMMUNITY ASSOCIATION	JUL-SEP'25 38 COLONIAL WAY HOA FEES	155.86
ALISO VIEJO COMMUNITY ASSOCIATION	JUL-SEP'25 89 PLAYA CIR MASTER HOA FEES	141.55
OTHER GRANTS TOTAL:		1,456.04
OTHER GRANTS TOTAL:		1,456.04

251 - FEDERAL GRANTS

GEN-FEDERAL GRANT

MIKE LINARES INC	APR'25 CDBG CONSULTANT SERVICES	935.00
MIKE LINARES INC	MAY'25 CDBG CONSULTANT SERVICES	165.00
MIKE LINARES INC	JUN'25 CDBG-CV CONSULTANT SERVICES	165.00
MIKE LINARES INC	JUN'25 CDBG CONSULTANT SERVICES	852.50
GEN-FEDERAL GRANT TOTAL:		2,117.50
FEDERAL GRANTS TOTAL:		2,117.50

261 - CITY FAC.-AQUATIC CENTER

PREMIER AQUATIC SERVICES	JUL'25 AQC MANAGEMENT FEE RETENTION	(1,208.30)
		-1,208.30

GEN-AQUATIC CENTER

HASA INC	JUN'25 AQC POOL CHEMICALS - BI-CARB & ACID	615.34
PREMIER AQUATIC SERVICES	JUL'25 AQC MANAGEMENT FEE	12,083.00
THE GAS COMPANY	06/03/25-07/02/25 MTR#15672349 AQC GAS SVC	2,397.57
ALISO VIEJO BANQUET CENTER LLC	APR-JUN'25 AQ CTR-MTR#4987 ELECTRICITY	4,590.67
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 6/30 MELODEE ICE CREAM-F & B CON	457.28
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 6/05 COSTCO-F & B CONCESSIONS	24.36
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 6/17 COSTCO-F & B CONCESSIONS	66.46
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 6/02 JACKRABBIT-SERVICE PLATFORM	315.00
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 6/06 LESLIE'S-POOL CHEMICALS	43.08
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 6/06 UPS-OFFICE SUPPLIES	10.76
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 6/03 AMAZON-OFFICE SUPPLIES	4.99
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 6/04 AMAZON-OFFICE SUPPLIES	71.42
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 6/24 UPS-OFFICE SUPPLIES	10.76
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 6/03 AMAZON-OFFICE SUPPLIES	47.38
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 5/30 FARMLPLAST-LESSON EQUIPMENT	27.98
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 6/07 COSTCO-SUMMER IN-SVC FOOD	21.37
PREMIER AQUATIC SERVICES	JUN '25 REIMB AQC 6/07 COSTCO-SUMMER IN-SVC FOOD	64.33
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC INDEED - AD	53.57
GEN-AQUATIC CENTER TOTAL:		20,905.32
CITY FAC.-AQUATIC CENTER TOTAL:		19,697.02

332 - STORM WATER

DRAINAGE IMPROVEMENTS

PV MAINTENANCE INC	#091 DAIRYFORK MAINTENANCE	2,794.00
PV MAINTENANCE INC	JUN'25 PVM WOOD CANYON WETLANDS MAINTENANCE	4,325.50
DRAINAGE IMPROVEMENTS TOTAL:		7,119.50
STORM WATER TOTAL:		7,119.50

731 - CFD 2005-01

TRUST FUND

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

GRAND TOTAL: 578,757.06

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	462,526.42	462,526.42

Fund Summary

Fund	Expense Amount	Payment Amount
102 - GEN. FD-CITY HALL	7,855.16	7,855.16
103 - GF-AV RECREATION SERVICES	26,497.14	26,497.14
203 - GAS TAX	40,578.97	40,578.97
204 - MEASURE M	2,480.00	2,480.00
215 - PUBLIC SAFETY GRANTS	6,120.27	6,120.27
231 - OTHER GRANTS	1,456.04	1,456.04
251 - FEDERAL GRANTS	2,117.50	2,117.50
261 - CITY FAC.-AQUATIC CENTER	19,697.02	19,697.02
332 - STORM WATER	7,119.50	7,119.50
731 - CFD 2005-01	2,309.04	2,309.04
Grand Total:	578,757.06	578,757.06

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	462,526.42
102 - GEN. FD-CITY HALL	7,855.16
103 - GF-AV RECREATION SERVICES	26,497.14
203 - GAS TAX	40,578.97
204 - MEASURE M	2,480.00
215 - PUBLIC SAFETY GRANTS	6,120.27
231 - OTHER GRANTS	1,456.04
251 - FEDERAL GRANTS	2,117.50
261 - CITY FAC.-AQUATIC CENTER	19,697.02
332 - STORM WATER	7,119.50
731 - CFD 2005-01	2,309.04
Grand Total:	578,757.06

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	12,638.47
101-2505-000	DENTAL INSURANCE PA...	1,927.28
101-2508-000	VISION INSURANCE PAY...	298.39
101-2602-000	PLANNING DEPOSIT	16,096.25
101-2603-000	ENGINEERING DEPOSIT	3,272.50
101-36420	SMIP	2,571.46
101-36425	CASP CERT/TRNG	76.00
101-36430	BUILDING STANDARD FE...	539.10
101-4-1501-4520-000	MTGS/CONF./TRNG & D...	900.00
101-4-2101-4532-000	SPECIAL PROJECTS	2,545.20
101-4-2501-4301-000	PROFESSIONAL SERVICES	4,125.00
101-4-2501-4309-000	OTHER CONTRACTUAL S...	635.00
101-4-2501-4520-000	MTGS/CONF./TRNG & D...	982.60
101-4-3101-4481-000	COMPUTER EXPENSE	3,622.50
101-4-3501-4301-000	PROFESSIONAL SERVICES	375.30
101-4-3501-4431-000	BUILDING & GROUND M...	579.00
101-4-3501-4512-000	POSTAGE	500.00
101-4-3501-4517-000	VEHICLE MAINTENANCE	1,123.18
101-4-3501-4521-000	MEMBERSHIP & DUES	8,723.25
101-4-3501-4522-000	INSURANCE EXPENSES	1,056.00
101-4-4101-4521-000	MEMBERSHIP & DUES	1,280.00
101-4-4101-4524-000	RECREATION-SENIOR TR...	620.00
101-4-4101-4528-000	REC-PARTNER EVENTS	3,750.00
101-4-4102-4411-000	UTILITIES	33.50
101-4-4102-4431-000	BUILDING & GROUND M...	18,787.79
101-4-4103-4411-000	UTILITIES	1,913.27
101-4-4103-4431-000	BUILDING & GROUND M...	4,273.10
101-4-4104-4529-000	REC-YOUTH PROGRAMS	11,958.10
101-4-4401-4309-000	OTHER CONTRACTUAL S...	1,593.75
101-4-4401-4520-000	MTGS/CONF./TRNG & D...	165.31
101-4-4401-4731-000	GENERAL PLAN	3,250.00
101-4-4402-4751-000	C.S-BUILDING	46,987.33
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	7,480.00
101-4-4501-4701-000	NPDES	24,922.50
101-4-4501-4702-000	AB939-SOLID WASTE	10,402.50
101-4-4501-4741-000	C.S-CITY ENGINEERING	8,671.93
101-4-4503-4771-000	C.S-STREET MAINTENAN...	23,610.49
101-4-5101-4308-000	LAW ENFORCEMENT	229,958.22
101-4-5102-4462-000	EQUIP MAINT-800MHZ ...	282.15
102-4-3501-4411-000	UTILITIES	5,977.22
102-4-3501-4431-000	BUILDING & GROUND M...	1,877.94
103-4-4105-4305-000	TECHNOLOGY SERVICES	17,769.46

Account Summary

Account Number	Account Name	Payment Amount
103-4-4105-4309-000	OTHER CONTRACTUAL S...	25.36
103-4-4105-4411-000	UTILITIES	3,963.40
103-4-4105-4431-000	BUILDING & GROUND M...	3,636.44
103-4-4105-4451-000	FARM OPERATING EXPE...	494.90
103-4-4105-4601-000	SUPPLIES	607.58
203-4-4502-4301-000	PROFESSIONAL SERVICES	3,336.25
203-4-4503-4411-000	UTILITIES	23,129.12
203-4-4503-4771-000	C.S-STREET MAINTENAN...	14,113.60
204-4-6104-4309-000	OTHER CONTRACTUAL S...	2,480.00
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM...	6,120.27
231-4-6131-4309-000	OTHER CONTRACTUAL S...	1,456.04
251-4-6151-4309-000	OTHER CONTRACTUAL S...	2,117.50
261-2103-000	RETENTIONS PAYABLE	-1,208.30
261-4-6161-7301-000	COST OF F&B	548.10
261-4-6161-7402-000	COMPUTER EXPENSE	315.00
261-4-6161-7411-000	UTILITIES	6,988.24
261-4-6161-7425-000	POOL MAINTENANCE	658.42
261-4-6161-7431-000	SUPPLIES	145.31
261-4-6161-7433-000	OPERATING SUPPLIES	27.98
261-4-6161-7440-000	MEETINGS/CONFERENC...	85.70
261-4-6161-7441-000	MARKETING	53.57
261-4-6161-7451-000	MANAGEMENT FEES	12,083.00
332-4-8601-5911-000	REHABILITATION	7,119.50
731-4-7501-4542-000	INTEREST & FISCAL CHGS	2,309.04
Grand Total:		578,757.06

Project Account Summary

Project Account Key	Payment Amount
None	550,622.41
0305911	4,325.50
0915911	2,794.00
1002SUMMERCLASS	25.36
10044309	1,456.04
CDBGCV4309	165.00
ENG 2254	425.00
ENG 2256	1,482.50
ENG 5003	105.00
ENG 5004	577.50
ENG 5005	367.50
ENG 5049	210.00
ENG 5076	105.00
SDP-2024-00001	15,073.13
SDP-2024-00002	1,023.12
Grand Total:	578,757.06

City of Aliso Viejo

AGENDA ITEM



DATE: August 6, 2025

TO: Mayor and City Council

FROM: Isaac Aziz, IT Manager

SUBJECT: DESKTOP COMPUTER REPLACEMENT

Recommended Action:

Approve and authorize the City Manager to issue a Purchase Order with SHI for the purchase of new desktop computers for an amount not to exceed \$141,680.80.

Fiscal Impact:

The total cost of the proposed project is \$141,680.80, which includes the procurement of equipment and five-year post deployment support. This project was budgeted for \$145,000 in the adopted Fiscal Year 2025-26 budget.

Background:

The City's desktop computers currently in use were primarily purchased in 2016 and are well beyond their industry-standard five-year lifecycle. Most of these devices reached end-of-support status in 2021 and are no longer eligible for manufacturer support.

The continued use of these aging systems has created numerous operational inefficiencies, including hardware failures, compatibility issues, and prolonged user downtime. IT staff have had to routinely improvise with off-the-shelf replacement parts, often at inflated costs and with delayed availability. As a result, staff productivity is adversely impacted when basic computing tasks are slowed or halted due to system instability.

Desktop computers are the backbone of staff productivity. Replacing obsolete systems with modern, supported devices is essential to ensuring business continuity, protecting data integrity, and maintaining cybersecurity standards.

Discussion:

The City's IT infrastructure must keep pace with evolving security, software, and hardware standards. The existing desktop inventory, now approaching 10 years of service, is no

longer compatible with all the current software or essential productivity tools. Software upgrades and new business applications often require system resources and performance capabilities that outdated devices cannot provide.

Continued reliance on these end-of-life machines presents not only a challenge to productivity but also poses a cybersecurity risk. Unsupported hardware may not be compatible with updated firmware, increasing the potential for vulnerabilities. Moreover, aging devices are incompatible with modern AI-driven applications and collaboration tools.

Based on a review of commercial grade desktop computers and accessories with similar specifications and evaluations considering price, service, reliability, and support, staff recommends the purchase of HP computers from SHI, Inc. Staff solicited prices for 60 replacement PC's and received 3 responses ranging from \$141,547 to \$166,955.

To ensure a smooth transition and maximize operational effectiveness, staff is proposing to procure and deploy new desktop computers through trusted vendors HP and SHI. The IT Department has consistently received prompt and high-quality support from these vendors, and their products are known for reliability and enterprise-grade security features.

The new desktop systems will be deployed with up-to-date hardware specifications capable of supporting the City's productivity, cloud services, and security platforms for the next 5 years.

Attachment:

1. SHI, Inc. Quote



Pricing Proposal
Quotation #: 26465353
Created On: 7/29/2025
Valid Until: 8/31/2025

CA-City of Aliso Viejo

Isaac Aziz

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Inside Account Executive

Nathan Ambrogio

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-584-8229
Fax:
Email: nathan_ambrogio@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HP EON 870 G9 R27.0AIOAICTSQHDRCTOBUDTPC HP, Inc. - Part#: 9E8J7AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$653.86	\$39,231.60
2 No Country of Origin Restriction HP, Inc. - Part#: 8C9M7AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$0.50	\$30.00
3 Electronic TCO Edge Certified labeling HP, Inc. - Part#: 4U3K6AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$0.50	\$30.00
4 ENERGY STAR Certified HP, Inc. - Part#: 6ME13AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$0.50	\$30.00
5 OS Localization U.S. - English localization HP, Inc. - Part#: 4YH35AV#ABA Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$0.50	\$30.00
6 Intel - Core i7 - Processor / Number: 14700 - 2.1GHz - Total Threads: 28 - FCLGA1700 - Smart Cache - 33MB Cache Memory - Desktop Vertical Segment - 192GB RAM Supported - DRAM - Channel Qty: 2 - 89.6 GB/s - 300MHz - 1.6GHz HP, Inc. - Part#: 946R7AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$390.83	\$23,449.80
7 OST Win 11 Pro 64 HP, Inc. - Part#: 4U3Q1AV Contract Name: OMNIA Partners IT Solutions, Products & Services	60	\$117.01	\$7,020.60

8	64GB (2x32GB) DDR5 5600 SODIMM Mem HP, Inc. - Part#: 7M6F1AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$377.69	\$22,661.40
9	16MP USB2 IR CLS + TOF Intgrtd Cam HP, Inc. - Part#: 4U2Q5AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$53.66	\$3,219.60
10	1TB PCIe 2280 NVMe TLC SSD HP, Inc. - Part#: 4U2S1AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$166.58	\$9,994.80
11	HP KBDWD USB BusSlim SCard CCID HP, Inc. - Part#: 4U2V8AV#ABA Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$16.05	\$963.00
12	HP LSR WRD 128 Mouse HP, Inc. - Part#: 5B8R0AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$4.51	\$270.60
13	Not Included Card Reader HP, Inc. - Part#: 4U3N3AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$0.50	\$30.00
14	Intel AX211 Wi-Fi 6E vPro 160MHz+BT5.3 WLAN HP, Inc. - Part#: 4U3U8AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$13.54	\$812.40
15	HP Fingerprint Sensor HP, Inc. - Part#: 4U2P9AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$14.05	\$843.00
16	HP EliteOne AiO T CKIT U.S. English localization HP, Inc. - Part#: 4U2W1AV#ABA Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$2.01	\$120.60
17	C13 1.83m stkr CNVTL FGRY DT PWRCORD HP, Inc. - Part#: 5B8R4AV#ABA Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$4.51	\$270.60
18	1/1/1 AiO Warranty Warranty U.S. English localization HP, Inc. - Part#: 4V0P2AV#ABA Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$5.52	\$331.20
19	HP EliteOne 870 w/VESA CP Stand HP, Inc. - Part#: 8L8H6AV Contract Name: OMNIA Partners IT Solutions, Products & Services	60	\$35.10	\$2,106.00

20	EliteOne G9 AiO IS DI PR Spkrs HP, Inc. - Part#: 7F162AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$0.50	\$30.00
21	27.0 NStd wVS AiO Sgl Un Pckg HP, Inc. - Part#: 8L8H5AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$26.08	\$1,564.80
22	1/1/1 AIO TS LBL US HP, Inc. - Part#: 6G1F1AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$0.50	\$30.00
23	Intel Core i7 vProEnt Raptor Lake Label HP, Inc. - Part#: 7J144AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$0.50	\$30.00
24	Care Pack - Onsite and Predictive Support - 9 x 5 - In Warranty - Next business day response - 5Year(s) HP, Inc. - Part#: U18HJE Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$102.99	\$6,179.40
25	SBUY Poly Voyager 4320 USB-C Headset +BT700 dongle +Charging Stand HP, Inc. - Part#: 77Z31AA Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$114.72	\$6,883.20
26	Logitech Wave Keys MK670 Combo, Wireless Ergonomic Keyboard with Signature M550 L Wireless Mouse, Graphite - Keyboard and mouse set - wireless - Bluetooth LE - QWERTY - US - graphite Logitech - Part#: 920-012059 Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$80.94	\$4,856.40
27	Vertiv Liebert PST5 UPS - 660VA/400W 120V ;Offline UPS ; Battery Backup & Surge Protection ; Energy Star (PST5-660MT120) Vertiv - Part#: PST5-660MT120 Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	30	\$95.28	\$2,858.40

Subtotal	\$133,877.40
Shipping	\$0.00
*Tax	\$7,803.40
Total	\$141,680.80

*Tax is estimated. Invoice will include the full and final tax due.

Additional Optional Items

OST Win 11 Home 64 ADV HP, Inc. - Part#: 4U3N6AV Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	60	\$100.86	\$6,051.60
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Additional Comments

Please Note: Vertiv has a zero returns policy.

Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable. For these products, orders are non-cancellable and non-returnable from point of order.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices. For more information, contact AssetRecoveryServices@SHI.com

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Aliso Viejo

AGENDA ITEM



DATE: August 6, 2025

TO: Mayor and City Council

FROM: Isaac Aziz, IT Manager

SUBJECT: PURCHASE AND REPLACE VIDEO SURVEILLANCE CAMERAS AT THE
ALISO VIEJO CENTER AND AQUATIC CENTER

Recommended Action:

Approve and authorize the City Manager to execute a Professional Services Agreement with NIC Partners for the purchase and replacement of new video surveillance cameras at the Aliso Viejo Center and Aquatic Center for an amount not to exceed \$96,000.

Fiscal Impact:

The total cost of the proposed project is \$95,738, which includes the procurement of equipment, design, engineering, and installation services. This project was budgeted for \$96,000 in the adopted Fiscal Year 2025-26 budget.

Background:

The video surveillance system currently in place at the Aliso Viejo Center and Aquatic Center was installed in 2017 and has reached end-of-life. The system is no longer under warranty and has become increasingly difficult to maintain. Additionally, the Aquatic Center lacks adequate camera coverage in key areas, such as the children's pool and jacuzzi areas. Past incidents of unauthorized access and vandalism, including individuals jumping over facility fences, have occurred and justify the need for additional coverage for these areas.

The proposed camera replacement project is intended to modernize and expand video surveillance coverage to provide 24/7 monitoring. This system will enhance security, deter future vandalism, and support investigative efforts should incidents occur. The new camera system will integrate with the City's existing network and provide cloud-based video retention, remote access, and AI-supported analytics.

Discussion:

To ensure a competitive and responsible selection process, staff solicited proposals from three qualified vendors for the replacement and installation of surveillance equipment. Evaluation criteria included cost, technical approach, solution comprehensiveness, and relevant experience with municipal facilities. Staff received 3 responses from vendors ranging in cost from \$95,738 to \$129,810.

After a thorough review, staff identified NIC Partners Inc. as the most qualified and cost-effective vendor. NIC Partners proposed a tailored solution using advanced camera technology and demonstrated extensive experience in deploying video surveillance systems for municipalities. The proposal includes the removal of outdated cameras, installation of new indoor and outdoor cameras, licensing, training, and project documentation. The total cost of the proposal, including applicable taxes and labor, is \$95,738.

The equipment includes dome, fisheye, and bullet cameras to address various environmental conditions and visibility requirements at both sites. NIC Partners will also provide all labor, mounting materials, and programming necessary to complete the project. The work will be performed during off-hours to minimize disruptions to the public and City operations.

Attachments:

1. Agreement
2. NIC Partners Proposal

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
ALISO VIEJO CENTER AND AQUATIC CENTER VIDEO SURVEILLANCE
CAMERAS PURCHASE AND REPLACEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this **6th day of August 2025**, by and between the City of Aliso Viejo, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 (“City”) and **NIC Partners, Inc.**, with its principal place of business at **11981 Jack Benny Drive, Ste. 103 Rancho Cucamonga, CA 9173** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **Video Surveillance Camera Purchase and Replacement** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Video Surveillance Camera Purchase and Replacement** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Video Surveillance Camera Purchase and Replacement** consultant services necessary for the Project (“Services”). The Services are more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **August 6th, 2025 to December 30, 2025**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Nick Spaeth**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Isaac Aziz**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Nick Spaeth**, or his or her designee, to act as its representative for the performance of this Agreement

("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (c) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (d) Workers’ Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
 - (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work

and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total compensation shall not exceed **Ninty-Six Thousand Dollars (\$96,000)** without written approval of the **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected

officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

**NIC Partners, Inc.
11981 Jack Benny Drive, Ste. 103
Rancho Cucamonga, CA 91739
Attn: Nick Spaeth**

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **Isaac Aziz**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant’s proprietary information (“Proprietary Information”) unless the City’s legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information.

Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Fraud Policy. Consultant shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform Services under this Letter of Agreement. Consultant shall submit to the City a statement signed by an authorized representative for Consultant certifying receipt of the City's Fraud Prevention Policy. A finding by the City that any of Consultant's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Letter of Agreement at City's request and/or termination of this Letter of Agreement. Consultant shall reimburse the City for any costs and expenses associated with fraud against the City.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil

Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.8 **Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.9 **Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.10 **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

3.6 **City's Right to Employ Other Consultants.** City reserves right to employ other consultants in connection with this Project.

3.7 **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.

3.8 **Assignment or Transfer.** Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.9 **Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11 **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual 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 Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 6th day of August 2025.

CITY OF ALISO VIEJO

NIC Partners, Inc.

By: _____
Mitzi Ortiz
City Manager

By: _____
Manager

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary,
AND CORPORATE SEAL OF
CONSULTANT REQUIRED]

ATTEST:

By: _____
JANET MARTINEZ
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET:**

By: _____
Ann Eifert
Director of Financial Services

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:

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

City/County/State

Date

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.

Name of Business

Print Name

Signature

Date

EXHIBIT “A”

Scope of Services:

NIC Partners will perform the following tasks:

Furnish and Install: Main Building Area

-Twenty-One (21) Verkada CD63 Indoor Dome Cameras replacing existing cameras presented on map.

-Twelve (12) Verkada CD63-E Outdoor Dome Cameras replacing existing cameras presented on map.

-Two (2) Verkada CF83-E Outdoor Fisheye Cameras replacing existing cameras presented on map.

-Two (2) Verkada CH52-E Indoor Multi-sensor Cameras replacing existing cameras presented on map

-Two (2) Verkada CB62-TE Indoor Bullet Cameras replacing existing cameras presented on map.

Furnish and Install: Additional Camera Area -Six (6) Verkada CD63-E Outdoor Dome Cameras to locations called out on map.

-Three (3) Verkada GW31-E Outdoor Wi-Fi Gateways to locations called out on map.

NIC Partners Inc.
11981 Jack Benny Drive, Ste. 103
Rancho Cucamonga, CA 91739

BILL TO		JOB LOCATION
COMPANY: City of Aliso Viejo	COMPANY: City of Aliso Viejo	DATE: July 17, 2025
ADDRESS: 29 Santa Barbara Dr	ADDRESS: 29 Santa Barbara Dr	EXPIRY DATE: August 16, 2025
Aliso Viejo, CA 92656	Aliso Viejo, CA 92656	SALES REP: NICHOLAS SPAETH COOK
CONTACT: Isaac Aziz	CONTACT:	PHONE: (614) 353 9010
PHONE: (949) 716 3333	PHONE: (949) 716 3333	EMAIL: nspaeth@nicpartnersinc.com

TITLE
City of Aliso Viejo - Aquatic Center - Verkada Cameras - 1yr - Rev 4 w/ additional cameras

SCOPE OF WORK

OETC Contract OETC-21B

1. Project Overview

NIC Partners will provide labor, materials, and equipment to remove and replace cameras at various locations within the Aliso Viejo Aquatic Center. The work will include the removal and installation of Verkada cameras in accordance with industry standards.

2. Scope of Services

NIC Partners will perform the following tasks:

Furnish and Install: Main Building Area

- Twenty-One (21) Verkada CD63 Indoor Dome Cameras replacing existing cameras presented on map.
- Twelve (12) Verkada CD63-E Outdoor Dome Cameras replacing existing cameras presented on map.
- Two (2) Verkada CF83-E Outdoor Fisheye Cameras replacing existing cameras presented on map.
- Two (2) Verkada CH52-E Indoor Multisensor Cameras replacing existing cameras presented on mp
- Two (2) Verkada CB62-TE Indoor Bullet Cameras replacing existing cameras presented on map.

Furnish and Install: Additional Camera Area -Six (6) Verkada CD63-E Outdoor Dome Cameras to locations called out on map.

- Three (3) Verkada GW31-E Outdoor Wi-Fi Gateways to locations called out on map.

Documentation:

Update and annotate customer-provided electronic drawings to reflect as-built conditions, including camera locations.

3. Project Assumptions

Access to all work areas will be provided in a timely manner by City of Aliso Viejo.

All cables are in proper working order.

Any painting, patching, or cosmetic repairs following cable installation are excluded from this scope.

All work will be performed during second shift hours unless otherwise agreed.

4. Exclusions

Painting, patching, or surface restoration.

Relocation of existing cables or network equipment.

Testing of existing cables.

Permitting or inspection fees (if required).

5. Schedule

Work is to be scheduled and completed during second shift. A detailed schedule will be developed in coordination with City of Aliso Viejo upon notice to proceed.

6. Payment Schedule

NIC Partners will invoice 100% of equipment and materials upon receipt.

25% of labor will be invoiced upon execution of the contract.

Remaining labor will be invoiced monthly based on actual labor performed during that month.

7. Acceptance

This Scope of Work is subject to review and approval by (Customer). Any changes to the scope, schedule, or conditions listed herein may require a change order.

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Verkada Equipment				
CH52-1TBE-HW	CH52-E Outdoor Multisensor Camera, 1TB, 30 Days Max	2.00	\$2,471.60	\$4,943.20
ACC-MNT-7	Angle Mount	1.00	\$102.33	\$102.33
ACC-POE-60WHS-NA	PoE++ (802.3bt-2018) Injector, GigE, High Surge Protect,NA	2.00	\$122.93	\$245.86
ACC-MNT-SJBOX-1	Square Junction Box Mount	2.00	\$61.12	\$122.24
LIC-CAM-1Y-CAP	1-Year Camera License, Capacity Increase	37.00	\$136.66	\$5,056.42
LIC-CAM-MLT4-1Y-CAP	1-Year Four-Camera Multisensor License, Capacity Increase	2.00	\$411.36	\$822.72
CB62-512TE-HW	CB62-TE Outdoor Bullet Camera, 512GB, 30 Days Max	2.00	\$1,304.13	\$2,608.26
ACC-CAM-SHIELD-1	Camera Weather Shield	13.00	\$54.25	\$705.25
CD63-512-HW	CD63 Indoor Dome Camera, 512GB, 30 Days Max	21.00	\$1,029.43	\$21,618.03
CD63-512E-HW	CD63-E Outdoor Dome Camera, 512GB, 30 Days Max	12.00	\$1,166.78	\$14,001.36

NIC Partners Inc.
 11981 Jack Benny Drive, Ste. 103
 Rancho Cucamonga, CA 91739

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ACC-MNT-UPEND-1	Umbrella Pendant Cap Mount	1.00	\$54.25	\$54.25
CF83-512E-HW	CF83-E Outdoor Fisheye Camera, 512GB, 30 Days Max	2.00	\$1,235.46	\$2,470.92
ACC-MNT-REC-2	Recessed Ceiling Mount	1.00	\$102.33	\$102.33
MISC-MAT PR NT	Miscellaneous Materials non-tax	1.00	\$823.00	\$823.00
	Miscellaneous			
MISC-MAT PR	Miscellaneous Materials	1.00	\$468.02	\$468.02
RENTAL	Bucket Truck	1.00	\$608.35	\$608.35
	Verkada Equipment - Additional Cams			
LIC-CAM-1Y-CAP	1-Year Camera License, Capacity Increase	6.00	\$136.66	\$819.96
CD63-512E-HW	CD63-E Outdoor Dome Camera, 512GB, 30 Days Max	6.00	\$1,166.78	\$7,000.68
GW31-E-HW	GW31 Cellular Gateway, Outdoor, 802.11ax	3.00	\$686.06	\$2,058.18
LIC-GW-1Y-CAP	1-Year Wi-Fi Gateway License, Capacity Increase	3.00	\$67.99	\$203.97
MISC-MAT PR NT	Miscellaneous Materials non-tax	1.00	\$255.00	\$255.00
	Cabling Material			
MISC-MAT PR	Miscellaneous Materials	1.00	\$72.00	\$72.00
AT1620-BU	Patch Cord, Cat 6, UTP, RJ-45 - RJ-45	6.00	\$10.19	\$61.14
SUBCONTRACTOR	Subcontractor Labor - RDM Electric	1.00	\$4,322.62	\$4,322.62

Authorized Signature

By: _____
 Name: _____
 Date: _____

Non-Taxable Material:	\$17,101.07
Taxable Material:	\$48,122.40
Tax:	\$3,729.49
Labor:	\$26,784.90
Service/Maintenance:	\$0.00
Shipping:	\$0.00
Other Services:	\$0.00
Total:	\$95,737.86

By signing this proposal, you acknowledge that you are authorized to enter into a binding agreement on behalf of your company/organization, and (unless governed by public sector purchasing contract/agreement) you agree to the terms and conditions below.

STANDARD TERMS & CONDITIONS

QUOTE: The Prices included in this Proposal are valid for 30 days

LABOR RATES: Prevailing Wage/Labor Rates quoted and adhered to as mandated by the State of California are subject to change per California State Requirements

PAYMENT TERMS: Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: Established accounts, Educational Institutions and Government Agencies are net 30 days. All others are payment in full prior to shipping. Customer agrees to pay finance charge on all over due balances.

INTEREST: If payment is not received by NIC PARTNERS within 30 calendar days of the invoice date, the Customer shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment hereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC PARTNERS shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC PARTNERS in connection therewith and, in addition, the reasonable value of NIC PARTNERS time and expenses spent in connection with such collection action, computed at NIC PARTNERS prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC PARTNERS may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC PARTNERS shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to NIC PARTNERS in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by NIC PARTNERS. SET-OFFS, BACKCHARGES, DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set-offs by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.

INDEMNITY AND INSURANCE: Each party shall be responsible for and hold the other party harmless from any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of the party's agents or employees. NIC PARTNERS shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than One Million Dollars (\$1,000,000.00).

BOND: Costs of Performance and Payment bond is not included. If required, NIC PARTNERS shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. Cost of such bonds to be paid directly by Customer.

ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC PARTNERS shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC PARTNERS warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC PARTNERS shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC PARTNERS when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while the system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, NIC PARTNERS cannot control how the system and its components are used and, accordingly, NIC PARTNERS does not warrant or represent, expressly or implicitly, that use of the software, licensed materials derived there from will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third persons. Further, regardless of any prior statements, representations, or course of dealings by any NIC PARTNERS representatives, NIC PARTNERS does not warrant or represent, expressly or implicitly, that the software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions. Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and NIC PARTNERS each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

OWNERSHIP: NIC Partners shall retain ownership of all materials supplied until the customer takes possession of the materials at their facilities. Upon receipt the customer assumes the risks and ownership of all materials. NIC Partners has the right to restore ownership of the materials to NIC Partners if the customer

NIC Partners Inc.
11981 Jack Benny Drive, Ste. 103
Rancho Cucamonga, CA 91739

fails to pay for the materials under the terms of the contract. Once ownership has been restored to NIC Partners due to non-payment, NIC Partners may retrieve from the Customer's premises any material supplied where payment has not been tendered. The Uniform Commercial Code of California shall govern this sale and this order shall not be assignable, but shall bind the representative and successors of the parties and their benefits.

LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

RETURNS: All Sales are Final. Manufacturer Policies have changed due to Supply Chain Conditions. Any exceptions for RMA's will be solely at the discretion of the Manufacturer and subject to their acceptance terms.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law.

RENEWALS: Automatic renewal billing for Licenses, Subscriptions or Warranties will be Final unless advanced notice is provided 45 Days prior to the renewal date, Subject to Vendor Approval.

City of Aliso Viejo

AGENDA ITEM



DATE: August 6, 2025

TO: Mayor and City Council

FROM: Janet Martinez, City Clerk

SUBJECT: SECOND AMENDMENT TO THE AGREEMENT WITH SIGNARAMA FOR BANNER PROGRAM

Recommended Actions:

1. Approve the second amendment to the agreement with Signarama for the banner program for an additional one-year term ending June 30, 2026, and increase the total compensation by \$4,000 for a total amount of \$54,000; and
2. Authorize the City Manager to execute the agreement.

Fiscal Impact:

The fee schedule for the banner program remains unchanged at approximately \$1,449 per installation and/or removal. The fiscal impact for the banner program is an estimated amount of \$11,000 annually. Funds are available in the adopted Fiscal Year 2025-26 General Fund budget.

Background:

In September 2021, the City Council established a banner program to recognize veterans and to commemorate various holidays. Since the beginning of the program, Signarama was contracted and has provided professional services for the installation of banners on Pacific Park, Aliso Creek, and Enterprise. The banners are displayed four times a year, for approximately 30 days in commemoration of the following seasons:

1. Beginning of Spring
2. Fourth of July
3. Veteran's Day
4. Holiday Season

Discussion:

Signarama was initially contracted for a term of three years, ending June 30, 2024, with an option to extend the term for up to two additional one-year terms. The first agreement

amendment extended the term through June 30, 2025. This second agreement amendment will extend the term through June 30, 2026 and increase the total compensation by an additional \$4,000, for a total amount of \$54,000.

This is the final renewal under the current agreement.

Attachments:

1. Amendment No. 2
2. Amendment No. 1
3. Original Agreement

CITY OF ALISO VIEJO

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR FISCAL YEAR 2025-26 BANNER PROGRAM ON PACIFIC PARK, ALISO CREEK AND ENTERPRISE

1. PARTIES AND DATE.

This Second Amendment to the professional services agreement for Fiscal Year 2025-26 (FY25-26) Banner Program on Pacific Park, Aliso Creek and Enterprise (“Second Amendment”) is entered into on the 1st day of July, 2025, by and between the City of Aliso Viejo (hereinafter referred to as the “City”) and Signarama a corporation (hereinafter referred to as the “Contractor”). City and Contractor are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled Professional Services Agreement for FY25-26 Banner Program on Pacific Park, Aliso Creek and Enterprise dated September 21, 2021 (“Agreement”).

2.2 First Amendment. The Parties amended the Agreement to renew the Agreement for an additional one-year term through June 30, 2025. The Parties have heretofore entered into that First Amendment dated July 1, 2024.

2.3 Second Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional one-year term and to increase the total compensation under the Agreement by four thousand dollars (\$4,000) for a total amount of \$54,000.

3. TERMS.

3.1 Term. Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the option to renew the Agreement and extend the term of the Agreement for one year from July 1, 2025 to June 30, 2026, unless earlier terminated as provided in the Agreement.

3.2 Compensation. The total compensation for the Services provided pursuant to the Agreement, First Amendment, and this Second Amendment shall not exceed Fifty-Four Thousand Dollars (\$54,000) without written approval of the city Manager. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Second Amendment at the rates set forth in Exhibit "B" attached hereto.

3.3 Declaration of Political Contributions. Prior to the City's approval of this Amendment, Contractor 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 Contractor and all of their employees, including any employee(s) that Contractor 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 FOR FIRST AMENDMENT TO [INSERT NAME OF ORIGINAL AGREEMENT] BETWEEN THE CITY OF ALISO VIEJO AND [INSERT CONTRACTOR/CONSULTANT NAME]

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

SIGNARAMA CORPORATION

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

By: _____

Its: _____

Printed Name: _____

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:

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

City/County/State

Date

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.

Name of Business

Print Name

Signature

Date

**EXHIBIT “A”
TO FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR FY25-26 BANNER PROGRAM ON
PACIFIC PARK, ALISO CREEK AND ENTERPRISE**

SCOPE OF SERVICES

Provide as needed services to print and install banners on Streetlight Poles

EXHIBIT “B”
TO FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR FY25-26
BANNER PROGRAM ON PACIFIC PARK, ALISO CREEK AND ENTERPRISE

COMPENSATION

In the even that this agreement is renewed pursuant to Section 3.1.2, the rates set forth below may be adjusted each year at the time of renewal described in Exhibit “B” in accordance with the annual average Consumer Price Index of the prior calendar year, All Urban Consumers, Los Angeles-Long Beach-Anaheim up to a maximum percentage of five percent (5%).

Product	Unit Price
30” x 72” Double sided 18oz banners with top and bottom pole pockets and 4 corners grommets	\$77.70
Banner light pole brackets	\$67.60
Installation and removal of 16 light pole banners – 7 different installs	\$1449.74

**CITY OF ALISO VIEJO
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR FY21-22 BANNER PROGRAM ON
PACIFIC PARK, ALISO CREEK AND ENTERPRISE**

1. PARTIES AND DATE.

This First Amendment to the **Professional Services Agreement for FY21-22 Banner Program on Pacific Park, Aliso Creek and Enterprise** ("First Amendment") is entered into on the 1st day of July 2024, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and **Signarama a corporation**, (hereinafter referred to as the "Contractor"). City and Contractor are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled **Professional Services Agreement for FY21-22 Banner Program on Pacific Park, Aliso Creek and Enterprise** dated September 21, 2021 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional one-year term. The Parties have heretofore entered into that First Amendment dated July 1, 2024.

3. TERMS.

3.1 Term. Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the option to renew the Agreement and extend the term of the Agreement for one year from July 1, 2024 to June 30, 2025, unless earlier terminated as provided in the Agreement.

3.2 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference.

3.3 Declaration of Political Contributions. Prior to the City's approval of this Amendment, Contractor 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 Contractor and all of their employees, including any employee(s) that Contractor 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 FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR FY21-22 BANNER PROGRAM ON PACIFIC PARK, ALISO CREEK AND ENTERPRISE BETWEEN THE CITY OF ALISO VIEJO AND SIGNARAMA.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on this 7 day of August, 2024.

CITY OF ALISO VIEJO

Approved:

By: Mitzi Ortiz

Mitzi Ortiz
Acting City Manager

ATTEST:

By: Lauren Torres

Lauren Torres
Deputy City Clerk

APPROVED AS TO FORM:

[Signature]

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: Ann Eifert

Ann Eifert
Director of Financial Services

Signarama a corporation

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

By: Vittorio Ferrario

Its: President

Printed Name: Vittorio Ferrario

By: Vittorio Ferrario

Its: Secretary

Printed Name: Vittorio Ferrario

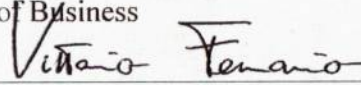
CITY OF ALISO VIEJO

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:

<u>Laguna Niguel, CA,</u>	<u>7/18/2024</u>
City/County/State	Date
<u>Signarama Laguna Niguel</u>	<u>Vittorio Ferrario</u>
Name of Business	Print Name
<u></u>	<u></u>
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.

Signarama Laguna Niguel

Vittorio Ferrario

Name of Business

Print Name

Signature

7/18/2024

Date

EXHIBIT "A"
TO FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR FY21-22 BANNER PROGRAM ON
PACIFIC PARK, ALISO CREEK AND ENTERPRISE

SCOPE OF SERVICES

Provide as needed services to print and install banners on Streetlight Poles.

EXHIBIT "B"
TO FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR FY21-22
BANNER PROGRAM ON PACIFIC PARK, ALISO CREEK AND ENTERPRISE

COMPENSATION

In the event that this agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit "B" in accordance with the annual average Consumer Price Index of the prior calendar year, All Urban Consumers, Los Angeles-Long Beach-Anaheim up to a maximum percentage of five percent (5%)

Product	Unit Price
30" x 72" Double sided 18OZ banners with top and bottom pole pockets and 4 corners grommets	\$77.70
Banner light pole brackets	\$67.60
Installation and removal of 16 light pole banners – 7 different installs	\$1449.74

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
FY21-22 BANNER PROGRAM ON
PACIFIC PARK, ALISO CREEK, AND ENTERPRISE**

1. PARTIES AND DATE.

This Agreement is made and entered into this 21 day of September, 2021, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **Signarama a corporation**, with its principal place of business at **30100 Town Center Drive, Laguna Niguel, CA 92677** ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of professional services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **FY21-22 Banner Program on Pacific Park, Aliso Creek, and Enterprise** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **September 9, 2021** to **June 30, 2024**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services.

3.2.2.1 Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.2.2 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.2.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Vittorio Ferrario**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Public Works Director/City Engineer**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates **Vittorio Ferrario**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall

have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

- (c) **Contractors Pollution Liability:** (if necessary)

Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (e) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Contractor's Pollution Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City of Aliso Viejo, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
 - (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions where applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor 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 shall not exceed **Fifty Thousand Dollars (\$50,000.00)** ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor

agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and

Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Signarama
30100 Town Center Drive,
Laguna Niguel, CA 92677
Attn: Vittorio Ferrario

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **Shaun Pelletier, Public Works Department**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give City written notice of Contractor's objection to the City's release of Proprietary Information. Contractor shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Fraud Policy. Contractor shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform Services under this Agreement. Contractor shall submit to the City a statement signed by an authorized representative for Contractor certifying receipt of the City's Fraud Prevention Policy. A finding by the City that any of Contractor's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request and/or termination of this Agreement. Contractor shall reimburse the City for any costs and expenses associated with fraud against the City.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 Indemnification.

3.5.7.1 To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the Contractor or the City, its officials, officers, employees, agents or volunteers.

3.5.7.2 If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Declaration of Political Contributions. Contractor shall, throughout the term of this Agreement, submit to City an annual 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 Contractor and all of Contractor's employees, including any employee(s) that Contractor intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

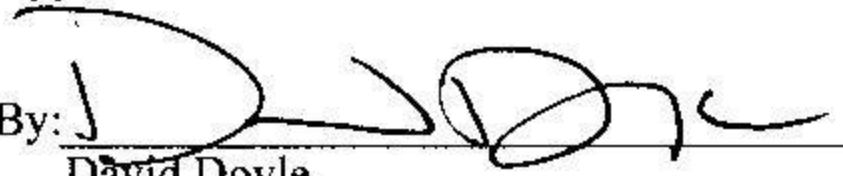
[Signatures on following page.]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ALISO VIEJO AND SIGNARAMA**

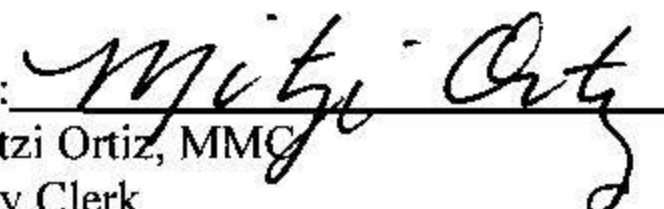
IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement
on this 27th day of September, 2021.

CITY OF ALISO VIEJO

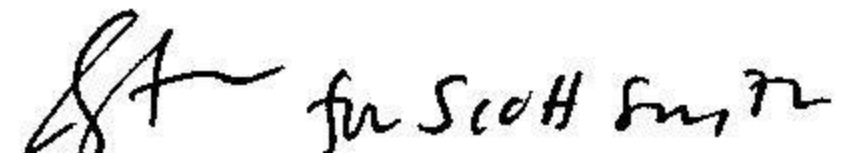
Approved:

By: 
David Doyle
City Manager

ATTEST:

By: 
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:


Best Best & Krieger LLP
City Attorney

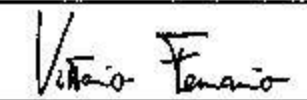
**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: 
Paul Espinoza
Interim Director of ~~Financial Services~~
Administrative Services

SIGNARAMA

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

By: Owner 100% shares

Its: 

Printed Name: Vittorio Ferrario

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 Contractor and all of Contractor'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:

Laguna Niguel/USA/CA

City/County/State

09/21/2021

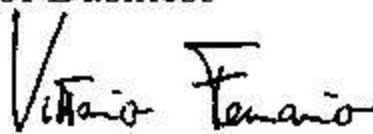
Date

Signarama Laguna Niguel

Name of Business

Vittorio Ferrario

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.

Signarama Laguna Niguel

Vittorio Ferrario

Name of Business

Print Name

Vittorio Ferrario

Signature

09/21/2021

Date

EXHIBIT "A"

SCOPE OF SERVICES

Provide as needed services to print and install banners on Streetlight Poles.

EXHIBIT "B"

SCHEDULE OF SERVICES

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2024 to June 30, 2025. The second renewal period shall be from July 1, 2025 to June 30, 2026.

EXHIBIT "C"

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit "B" in accordance with the annual average Consumer Price Index of the prior calendar year, All Urban Consumers, Los Angeles-Long Beach-Anaheim up to a maximum percentage of five percent (5%).

Product	Unit Price
30"x72" Double sided 18OZ banners with top and bottom pole pockets and 4 corners grommets	\$75.07
Banner light pole brackets	\$65.31
Installation and removal of 16 light pole banners – 7 different installs	\$1,400.71

City of Aliso Viejo

AGENDA ITEM



DATE: August 6, 2025

TO: Mayor and City Council

FROM: So Kim, Community Development Director
Justin Berry, Deputy Building Official

SUBJECT: ORDINANCE AMENDING CHAPTERS 13.02 AND 13.04 OF THE ALISO VIEJO MUNICIPAL CODE, ADOPTING BY REFERENCE 2025 BUILDING AND FIRE CODES

Recommended Actions:

1. Hold a public hearing and introduce for first reading an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING CHAPTERS 13.02 & 13.04 OF TITLE 13 OF THE ALISO VIEJO MUNICIPAL CODE AND ADOPTING BY REFERENCE THE FOLLOWING MODEL CODES INTO THE ALISO VIEJO MUNICIPAL CODE: (1) CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, 2025 EDITION; WITH AMENDMENTS (2) CALIFORNIA ELECTRICAL CODE, 2025 EDITION; (3) CALIFORNIA PLUMBING CODE, 2025 EDITION; (4) CALIFORNIA MECHANICAL CODE, 2025 EDITION; (5) INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION; (6) CALIFORNIA ADMINISTRATIVE CODE, 2025 EDITION; (7) CALIFORNIA ENERGY CODE, 2025 EDITION; (8) CALIFORNIA REFERENCED STANDARDS CODE, 2025 EDITION; (9) CALIFORNIA EXISTING BUILDING CODE, 2025 EDITION; (10) CALIFORNIA RESIDENTIAL CODE, 2025 EDITION, WITH AMENDMENTS; (11) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 EDITION; (12) CALIFORNIA WILDLAND URBAN INTERFACE CODE, 2025 EDITION, WITH AMENDMENTS; AND (13) CALIFORNIA FIRE CODE, 2025 EDITION, WITH AMENDMENTS.

2. Find the attached Ordinance exempt from the requirements of the California Environmental Quality Act pursuant to Section 15378(a) and 15061(b)(3).

Fiscal Impact:

None.

Background:

The State of California Building Standards Commission has adopted the triennial edition of the California Code of Regulation, Title 24, which is also known as the 2025 California Building Code Standards Code (“State Code”). The updated State Code pertains to all aspects of construction, including building, plumbing, mechanical, and electrical regulations. State law mandates that all California jurisdictions enforce the State Code for new building construction, effective January 1, 2026.

The State Code does not have to be locally adopted to be in effect. However, state law permits local jurisdictions to make modifications, referred to as “local amendments.” Local amendments may be more stringent, but no less than the State Code, based on local climatic, geologic, or topographical conditions. The City has adopted the local amendments to the State Code during each of the prior triennial code adoption cycles.

Discussion:

2025 California Building Code (“CBC”)

One of the most significant changes in the 2025 CBC is the introduction of the California Wildland-Urban Interface (“WUI”) Code. This set of building standards is designed to reduce wildfire risk in areas where urban development borders undeveloped wildland. The WUI Code applies to new construction and certain remodels or additions within designated WUI zones, also known as Very High Fire Hazard Severity Zones (“VHFHSZ”). The City has adopted the applicable fire zone map that identifies the properties in the VHFHSZ, which is available through its GIS platform.

The WUI Code regulates key aspects of construction, including fire-resistant roofing, siding, and decking materials; ember-resistant vents and eaves; defensible space requirements; and enhanced standards for windows and doors to minimize heat and flame intrusion. These updates, including amendments recommended by the Office of the State Fire Marshal, are reflected in Section 13.02.130 Amendments to the California Wildland-Urban Interface Code (Ordinance Exhibit “A”).

2025 California Fire Code

The 2025 California Fire Code introduces several significant updates, aligning state regulations with the latest national fire safety standards and best practices. These changes, including amendments recommended by the Orange County Fire Authority, are reflected in Chapter 13.04 – Fire Regulations (Ordinance Exhibit “B”).

Local Amendments

The current building codes are based on the adopted 2022 California Building Code (“CBC”), along with previously adopted local amendments. When the 2025 CBC takes effect, it will fully replace the existing codes, thereby nullifying the local amendments. To

retain these amendments, they must be reintroduced through the ordinance adopting the 2025 CBC.

In addition to retaining previously adopted amendments, Staff is proposing the following additional local amendments to the 2025 CBC. The current local amendments as well as proposed amendments are included in Ordinance Exhibit “A”.

- AVMC 13.02.060 (Amendments to Chapter 1 of the California Building Code) [Section 109.4. Fees]: Failure to pay fees and obtain a permit before commencing work shall be deemed a violation of this chapter. ~~At the Building Official's discretion, a~~ **A** violation may result in an assessment, which includes **double** the required permit fees, ~~of up to double the permit fees~~ for work on a building, structure, mechanical, gas, electrical or plumbing system before obtaining the necessary permits. Payment of assessed fees shall not relieve any person from fully complying with the requirements of this chapter nor from any other penalties prescribed herein.

Staff's Comments: The current language of Section 13.02.060 grants the Building Official discretion to determine the fee for legalizing unpermitted work, up to a maximum of double the standard permit fees. Staff recommends removing this discretion to ensure that fees are applied equitably and consistently.

Additional local amendments to the 2025 CBC include updating dates and minor technical clarifications that do not affect the meaning or intent of existing regulations. If the City Council introduces the ordinance on first reading, the second reading and adoption are scheduled for August 20, 2025, with the ordinance taking effect 30 days thereafter.

Environmental:

This Ordinance is not a “project” subject to the California Environmental Quality Act (CEQA). The Ordinance does not qualify as a project because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, section 15378(a)) and therefore is not a project subject to CEQA. Even if the Ordinance is considered a project, the Ordinance falls within the “common sense” exemption set forth in State CEQA Guidelines section 15061(b)(3), which exempts projects from CEQA where “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” Here, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment because the Ordinance simply updates existing building codes in compliance with the California Building Standards Code; and it will not result in any development or in any new activity with the potential to impact the environment.

Public Notice:

This item was publicly noticed on July 24 and July 31, 2025, in compliance with state law and the City's standard agenda procedures.

City Attorney:

The City Attorney reviewed the Staff Report and associated attachments.

Attachments:

1. Ordinance
 - a. Exhibit "A" – Building Regulations
 - b. Exhibit "B" – Fire Regulations

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING CHAPTERS 13.02 AND 13.04 OF TITLE 13 OF THE ALISO VIEJO MUNICIPAL CODE AND ADOPTING BY REFERENCE THE FOLLOWING MODEL CODES INTO THE ALISO VIEJO MUNICIPAL CODE: (1) CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, 2025 EDITION; WITH AMENDMENTS (2) CALIFORNIA ELECTRICAL CODE, 2025 EDITION; (3) CALIFORNIA PLUMBING CODE, 2025 EDITION; (4) CALIFORNIA MECHANICAL CODE, 2025 EDITION; (5) INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION; (6) CALIFORNIA ADMINISTRATIVE CODE, 2025 EDITION; (7) CALIFORNIA ENERGY CODE, 2025 EDITION; (8) CALIFORNIA REFERENCED STANDARDS CODE, 2025 EDITION; (9) CALIFORNIA EXISTING BUILDING CODE, 2025 EDITION; (10) CALIFORNIA RESIDENTIAL CODE, 2025 EDITION, WITH AMENDMENTS; (11) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 EDITION; (12) CALIFORNIA WILDLAND URBAN INTERFACE CODE, 2025 EDITION, WITH AMENDMENTS; AND (13) CALIFORNIA FIRE CODE, 2025 EDITION, WITH AMENDMENTS

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Aliso Viejo ("City") may adopt by reference the California Building Standards Code, 2025 Edition as provided in Title 24 of the California Code of Regulations and other model codes; and

WHEREAS, the California Building Standards Commission ("Commission") recently adopted the 2025 Edition of the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City desires to adopt the 2025 Edition of the California Building Standards Code and other model codes with the necessary local amendments to assure the Codes are tailored to the particular safety needs of the City as required by its unique climatic, geological and topographical conditions; and

WHEREAS, the Fire Marshal and Building Official have recommended that changes and modifications be made to the California Building Standards Code, and have advised that certain changes and modifications to said Code are reasonably necessary due to local conditions within the City of Aliso Viejo, and have further advised that the remainder of the said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City of Aliso Viejo; and

WHEREAS, the Fire Marshal and Building Official have also recommended that changes and modifications be made to the California Building Standards Code, which are necessary for administrative clarification and to establish administrative standards for the effective enforcement of the building standards of the City of Aliso Viejo and do not modify a building standard pursuant to California Health & Safety Code Sections 17958, 17958.7, and/or 18941.5; and

WHEREAS, the City held a public hearing on August 20, 2025, 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, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066 on July 24, 2025 and July 31, 2025; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

Section 1: Authority. The City Council enacts this Ordinance under the authority granted to the City as follows:

- A. California Government Code Section 50022 *et seq.* authorizes the City to adopt by reference the California Building Standards Code and authorizes the City to adopt other uniform codes by reference;
- B. California Health & Safety Code Sections 17958.7 and 18941.5 authorize the City to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions.

Section 2. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15378(a) and 15061(b)(3) as the activity does not qualify as a project and is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. The City Council finds that the changes in this Ordinance are enacted to mitigate the threats posed to public peace, health and safety from earthquakes, storms, flooding, high winds and fire. The Ordinance does not qualify as a project because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, section 15378(a)) and therefore is not a project subject to CEQA. It can also be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment because the Ordinance simply updates existing building codes in compliance with the California Building Standards Code; and it will not result in any development or in any new activity with the potential to impact the environment. Therefore, it can be seen with

certainty that adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from CEQA.

Section 3. Findings. After receiving public testimony, reviewing the evidence submitted by Staff and discussing the proposed ordinance, the City Council hereby finds that the local amendments proposed to the California Building Code, California Residential Code, California Plumbing Code and California Fire Code, 2025 editions herein are supported by the following findings:

I. Climatic Conditions:

Amendments to Sections 202, 1505.1, 1505.1.3 and 3109.3 of the 2025 Edition of the California Building Code; Section 903.3.5.3 of the 2025 Edition of the California Fire Code; Sections R202, R301.2, 301.2(1), R902.1, R902.1.3, R902.2 and R1001.13 of the 2025 Edition of the California Residential Code are reasonably necessary due to the following climatic conditions:

1. Orange County and the City of Aliso Viejo are located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. The warm climate encourages the proliferation of swimming pool construction which make modifications to the California Building Code ("CBC") relating to swimming pools desirable to adequately protect small children from drowning hazards. Furthermore, hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupting utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, streetlights and utility poles will greatly impact the response time to reach an incident scene. Additionally, there is a significant increase in the amount of wind force at 60 feet above the ground. Use of aerial type fire-fighting apparatus above this height would place rescue personnel at increased risk of injury.

2. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's (Fire Department) ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

3. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. Due to storage

capacities and consumption, and a limited amount of rainfall, future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and the inability to pump sufficient quantities of available water to floors in a fire.

4. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection methods will supplement normal Fire Department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent. In addition, untreated wood roofs cause or contribute to serious fire hazard and to the rapid spread of fires when such fires are accompanied by high winds. Pieces of burning wood roofs are carried by the wind to other locations and spread fire quickly.

II. Topographical Conditions:

Amendments to Sections 502.1, 903.2, and 903.2.8 of the 2025 Edition of the California Building Code; Section 903.3.1.1.1 of the 2025 Edition of the California Fire Code; and Sections R319.1, and R1001.13 of the 2025 Edition of the California Residential Code are reasonably necessary due to the following topographical conditions:

1. Natural slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities within Orange County are built and will continue to be built on. With much of the populated flatlands already built upon, future growth will occur in areas with steeper slopes and greater constraints in terrain.
2. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County with extended Fire Department emergency response times that exceed the 5-minute goal.
3. Placement of multiple occupancy buildings, location of arterial roads, and fire department staffing constraints due to recent revenue-limiting state legislation have made it difficult for the Fire Department to establish additional fire stations and provide manpower sufficient to respond to

fires in high density apartment or condominium buildings. Fire equipment does not allow easy access to areas of buildings greater than 55 feet above the point of vehicle access. These conditions create the need for built-in, on-site fire protection systems to protect occupants and property until fire-fighting apparatus and personnel arrive on the scene.

4. These topographical conditions collectively pose challenges to the Fire Department's response times. As a result, it is necessary to implement automatic on-site fire-extinguishing systems and other protective measures to safeguard both occupants and property.

III. Geological conditions:

Amendments to Section 1807.1.6 of the 2025 Edition of the California Building Code and Sections R301.2, 301.2(1), R301.9, R309.6, R313.1, R313.2, and R313.3.6.2.2 of the 2025 Edition of the California Residential Code are reasonably necessary due to the following geological conditions:

1. Orange County and the City of Aliso Viejo are located in a highly active seismic area. There are earthquake faults that run along both the northeastern and southwestern boundaries of Orange County. The Newport-Inglewood Fault Zone (NIFZ), which runs through Orange County, was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude, hypocenter off Newport Beach coast), which took 120 lives. The earthquake caused damage across a wide area - from Laguna Beach to Marina del Rey and inland to Whittier - and represents one of the greatest hazards to lives and property in the nation. Regional planning for recurrence is recommended by the State of California, Department of Conservation. There was also an earthquake in December 1989, with the epicenter located near the City of Irvine. The fault on which this quake occurred was unknown prior to this activity. The October 17, 1989, Santa Cruz earthquake resulted in only one major San Francisco fire in the Marina District, but when combined with the 34 other fires and over 500 responses, the Fire Department was operating to its maximum capability. The Marina District fire was difficult to contain because the main water distribution pipe burst during the earthquake. If more fires had been ignited by the earthquake, it would have been difficult for the Fire Department to contain them. Experts predict a major earthquake in the Orange County area within the next 50 years. This situation creates the need for both additional fire protection measures and automatic on-site fire protection for building occupants since a multitude of fires may result from breakage of gas and electric lines as a result of an earthquake. As noted by "Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, 1988, State Department of Conservation," page 59; "unfortunately,

barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe.”

2. Traffic and circulation congestion presently existing in the City of Aliso Viejo often places Fire Department response time to fire occurrences at risk. This condition will be exacerbated by any major disaster, including any earthquake wherein damage to the highway system will occur. This condition makes the need for additional on-site protection for property occupants necessary.
3. The City of Aliso Viejo is located in a seismically active area. The viability of the public water system would be questionable at best after a major seismic event. This would leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of any available water to floors above the 55-foot-level. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for occupants on upper floors.
4. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes in contact with soils are utilized.
5. Portions of the County contain active or former oil production fields. These areas contain a variety of naturally occurring gases, liquids, and vapors. These compounds present toxicity or flammability hazards to building occupants. Evaluation of these hazards and the risks they pose to development is necessary to implement appropriate mitigation.

Section 4: Building Regulations. Chapter 13.02 of Title 13 of the Aliso Viejo Municipal Code entitled “Building Regulations” is hereby repealed and replaced by reference with the California Building Code, Volumes 1 & 2, 2025 Edition; California Electrical Code, 2025 Edition, California Plumbing Code, 2025 Edition; California Mechanical Code, 2025 Edition; International Property Maintenance Code, 2024 Edition; California Administrative Code, 2025 Edition; California Energy Code, 2025 Edition; California Referenced Standards Code, 2025 Edition; California Existing Building Code, 2025 Edition; California Residential Code, 2025 Edition; California Green Building Standards Code, 2025 Edition; and the California Wildland Urban Interface Code, 2025 Edition; with the local amendments as set forth attached hereto as Exhibit “A.” The provisions of these Codes, as amended, shall constitute the Building Regulations of the City of Aliso Viejo. The Codes as adopted by reference and amended by the City are on file for public examination in the office of the Building Official.

Section 5: Fire Regulations. Chapter 13.04 of Title 13 of the Aliso Viejo Municipal Code entitled “2022 Edition of the California Fire Code” is retitled to “Fire Regulations” and is hereby repealed and replaced by reference with the California Fire Code, 2025 Edition, including the local amendments as set forth attached hereto as Exhibit “B.” The provisions of the California Fire Code, 2025 Edition, as amended, shall constitute the Fire Regulations of the City of Aliso Viejo. The Codes as adopted by reference and amended by the City are on file for public examination in the office of the Building Official.

Section 6: Effective Date. This ordinance, along with all codes referenced herein, shall take effect 30 days following its adoption.

Section 7: Repeal of Conflicting Ordinances. Upon the effective date of this ordinance, all former ordinances or parts thereof that conflict with or are inconsistent with the provisions of this ordinance, as adopted and amended herein, are hereby repealed.

Section 8: Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrases, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional.

Section 9: City Clerk’s Certification. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duty designated posting places within the City and published once within 15 days after passage and adoption as required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance in the Office of the City Clerk five days prior to the date of adoption of this Ordinance, and, within fifteen 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 20th day of August, 2025.

Tiffany Ackley
Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith, City Attorney

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 20th day of August, 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

JANET MARTINEZ,
CITY CLERK

(SEAL)

Exhibit “A”

Chapter 13.02 Building Regulations

CHAPTER 13.02 BUILDING REGULATIONS

13.02.010	Adoption of 2025 California Building Code and Related Codes.
13.02.020	Violations.
13.02.030	Board of Appeals.
13.02.040	Fees.
13.02.050	Administration.
13.02.060	Amendments to Chapter 1 of the California Building Code.
13.02.065	Amendments to Chapter 2 of the California Building Code.
13.02.070	Amendments to Chapter 5 of the California Building Code.
3.02.090	Amendments to Chapter 15 of the California Building Code.
13.02.095	Amendments to Chapter 18 of the California Building Code.
13.02.100	Amendments to Chapter 31 of the California Building Code.
13.02.120	Amendments to the California Residential Code.
13.02.130	Amendments to the California Wildland-Urban Interface Code.
13.02.135	Appendices.
13.02.140	Building deposits.

13.02.010 Adoption of 2025 California Building Code and Related Codes.

The city council, for the purpose of prescribing regulations for the erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of all buildings and structures in the City, hereby adopts the following codes by reference and the amendments to these codes as set forth in this chapter:

- A. The California Building Code, 2025 Edition, Volumes 1 and 2, with amendments, as published by the International Code Council;
- B. The California Residential Code, 2025 Edition, with amendments, as published by the International Code Council;
- C. The California Electrical Code, 2025 Edition, as published by the National Fire Protection Association;
- D. The California Mechanical Code, 2025 Edition, as published by the International Association of Plumbing and Mechanical Officials;
- E. The California Plumbing Code, 2025 Edition, as published by the International Association of Plumbing and Mechanical Officials;
- F. The California Green Building Standards Code, 2025 Edition, as published by the California Building Standards Commission;

- G. The California Energy Code, 2025 Edition, as published by the International Code Council;
- H. The California Administrative Code, 2025 Edition, as published by the International Code Council;
- I. The California Referenced Standards Code, 2025 Edition, as published by the International Code Council;
- J. The California Existing Building Code, 2025 Edition, as published by the International Code Council;
- K. The International Property Maintenance Code, 2024 Edition, as published by the International Code Council;
- L. The California Fire Code, 2025 Edition, as published by the International Code Council.
- M. The California Wildland-Urban Interface Code, as published by the International Code Council.

The provisions of these codes as amended by this chapter and Chapter [13.04](#) of the Aliso Viejo Municipal Code (“Codes”) shall constitute the building regulations of the City of Aliso Viejo. The primary Codes and the Codes as adopted by reference and amended by the City are on file for public examination in the office of the Building Official. Such Codes are hereby adopted and incorporated as though set forth in full in this section.

13.02.020 Violations.

For all sections of the Codes including any and all amendments to these Codes included within this chapter, the following shall apply pertaining to violations and shall replace any sections of those Codes that pertain to violation.

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the City, or cause same to be done, contrary to or in violation of any of the provisions of this chapter.

Any person, firm, or corporation violating any of the provisions of this chapter, shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted, and upon conviction of any such violation such persons shall be

punished by a fine of not more than \$1,000.00 or by imprisonment for not more than six months, or by both such fine and imprisonment.

13.02.030 Board of Appeals.

For all sections of the Codes, including any and all amendments included within this chapter, the following shall apply pertaining to the Board of Appeals and shall replace any sections of those Codes that pertain to the Board of Appeals.

In order to determine the suitability of alternate materials and methods of construction and provisions of these Codes, there shall be a Board of Appeals, consisting of five members, composed of the Mayor and the other members of the city council. Said members shall hold their respective membership on said Board of Appeals by reason of, and concurrently with their terms of service as council members and shall cease to be such members upon their ceasing to be such council members. The Building Official shall be the secretary of the board. The Board may adopt reasonable rules and regulations for conducting its investigations and shall render all its decisions and findings on contested matters, in writing to the Building Official, with a duplicate copy thereof to any appellant or contestant affected by any such decision or finding and may recommend to the city council such new legislation, if any, as is consistent therewith.

Three members of the Board shall constitute a quorum. The Mayor shall be the presiding officer of the Board, and in the Mayor's absence the Mayor Pro-Tem shall preside. Meetings shall be conducted in accordance with the Brown Act.

The Board shall have the right, subject to such limits as the city council may prescribe by resolution, to employ at the cost and expense of the city, such qualified individuals as the Board, in its discretion, may deem reasonably necessary in order to assist it in its investigations and making its findings and decisions.

13.02.040 Fees.

All fees set forth in sections of the Codes adopted by reference and amended by the City in Chapters 13.02 and 13.04 of the Aliso Viejo Municipal Code shall be as set forth by resolution of the city council.

13.02.050 Administration.

Chapter 1 of the 2025 California Building Code, as amended by the City in this Chapter, is hereby adopted as the administrative provisions of all the Codes in Chapters 13.02 and 13.04 of the Aliso Viejo Municipal Code.

13.02.060 Amendments to Chapter 1 of the California Building Code.

Chapter 1, Division II, Scope and Administration, is amended as follows:

Section 101.1, Title is amended to include the following:

These regulations shall be known as the Building Code of the City of Aliso Viejo, hereinafter referred to as “this code.”

Section 101.4, Referenced Codes is deleted in its entirety and replaced with the following:

101.4. Referenced Codes. The 2025 California Building Standards Code shall be considered part of the requirements of this code to the extent of each such reference.

Section 104.8, Liability is amended to include the following:

104.8. Liability. The provisions of this section shall apply if the Building Official or his/her authorized representative are employees of this jurisdiction and shall also apply if the Building Official or his/her authorized representatives acting under contract as agents of this jurisdiction.

Section 105.5, Expiration is amended as follows:

105.5. Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit commences 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 each. The extension shall be requested in writing and justifiable cause demonstrated.

Time limitation for permit expiration as the result of code enforcement shall be as per notice of violation or as otherwise determined by the Building Official.

Section 105.8, Reconstruction, is added to read as follows:

105.8. Reconstruction. If the value of the reconstruction (or renovations) of a building is equal to or exceeds 75 percent of the value of the building, the entire building shall comply with the code provisions for new construction. The value of the reconstruction (or renovation) for a property shall include the value of all construction stemming from construction-related permits issued within the last two years.

Section 107.3, Examination of Documents, is amended to add a paragraph as follows:

An expedited review and permit issuance process shall be provided for EV charging stations, and simplified forms for submittal will be made available on City's website.

Section 109.4, Fees, is amended in its entirety to read as follows:

109.4. Fees. Failure to pay fees and obtain a permit before commencing work shall be deemed a violation of this chapter. A violation may result in an assessment, which includes double the required permit fees for work on a building, structure, mechanical, gas, electrical or plumbing system before obtaining the necessary permits. Payment of assessed fees shall not relieve any person from fully complying with the requirements of this chapter nor from any other penalties prescribed herein.

Section 111.5, Declaration of Intended Use, is added to read as follows:

111.5. Declaration of Intended Use. When required by the fire chief, with the concurrence of the Building Official, any or all owners of any occupancy may be required to record with the county recorder of the County of Orange a legal instrument of intended use. This legal instrument shall be called a declaration of intended use. The declaration of intended use shall be in accordance with the requirements of this section. It shall specifically state, by occupancy classification, all intended uses of all portions of the occupancy and may not be modified or withdrawn without the approval of the fire chief with the concurrence of the Building Official. Unapproved changes of occupancy or use can be cause for an immediate hearing before the Building Official and the fire chief or their designees. Such a hearing shall be conducted to rule on the revocation of the certificate of occupancy and the revocation of all permits issued to all owners, tenants, operators and occupants of all portions of the occupancy. The declaration of intended use shall be binding on all present and future owners, tenants, operators, and occupants.

SECTION 111.5.1, Certified Copies, is added to read as follows:

111.5.1. Certified Copies. A certified copy of the recorded declaration of intended use may be required to be filed with the Building Official and the fire chief before any certificate of occupancy and/or any

permits are issued to any or all owners, tenants, operators or occupants of the occupancy.

13.02.065 Amendments to Chapter 2 of the California Building Code.

Chapter 2, Definitions, is amended as follows:

Section 202, Definitions, is revised, to add the following definitions:

BARRIER A fence, wall, building wall, or any combination of these that completely surrounds the swimming pool and obstructs access to the swimming pool.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

The following definition in Section 202 is revised in its entirety to read as follows:

SWIMMING POOL. Any body of water created by artificial means which is designed, intended for use, or used for swimming or immersion purposes which has a water depth exceeding 18 inches. The term, "pool," includes swimming pools, spas, hot tubs, above-and below-ground, and vinyl-lined pools; pool does not include plumbing fixtures such as bathtubs nor does it apply to man-made lakes, reservoirs, farm ponds, or ponds used primarily for public park purposes, water conservation purposes, irrigation purposes or for the watering of livestock.

13.02.070 Amendments to Chapter 5 of the California Building Code.

Chapter 5, General Building Heights and Areas is amended to read as follows:

Section 502.1 Address Identification, is amended in its entirety to read as follows:

502.1. Address Identification. New and existing buildings shall be provided with approved address identification. The address identification

shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than 0.5 inches. For R-3 and other occupancies, the numbers shall be a minimum of 6 inches high with a minimum stroke width of 1 inch. Where required by the Fire Code Official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

13.02.090 Amendments to Chapter 15 of the California Building Code

Chapter 15, Roof Assemblies and Rooftop Structures

TABLE 1505.1, Minimum Roof Assembly Classification for Types of Construction, is amended in its entirety to read as follows:

TABLE 1505.1^a
MINIMUM ROOF COVERING CLASSIFICATIONS
TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m².

a. Unless otherwise required in accordance with the California Wildland-Urban Interface Code.

Section 1505.1.3, Roof Coverings Within All Other Areas, is added to read as follows:

1505.1.3. Roof Coverings Within All Other Areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

13.02.095 Amendment to Chapter 18 of the California Building Code

Chapter 18, Soils and Foundations

Section 1807.1.6, Prescriptive design of concrete and masonry foundation walls, is amended to read as follows.:

1807.1.6. Prescriptive design of concrete and masonry foundation walls. Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E or F.

13.02.100 Amendments to Chapter 31 of the California Building Code.

Chapter 31, Special Construction

Section 3109, Swimming Pools, Spas and Hot Tubs

3109.3 is added to read as follows:

3109.3, Residential Swimming Pools. Residential swimming pools shall be completely enclosed by a barrier complying with Sections 3109.3.1 through 3109.3.3.

3109.3.1. Barrier Height and Clearances. The top of the barrier must be at least 60 inches above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier must be two inches measured on the side of the barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on top of the pool structure, at the maximum vertical clearance between the top of the pool structure and the bottom of the barrier must be four inches.

3109.3.1.1. Openings. Openings in the barrier must not allow passage of a 4-inch-diameter sphere.

3109.3.1.2. Solid Barrier Surfaces. Solid barrier surfaces which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

3109.3.1.3. Closely Spaced Horizontal Members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not be greater than 1 $\frac{3}{4}$ inches in width. Where there are decorative cutouts within vertical members, spacing with the cutouts shall not be greater than 1 $\frac{3}{4}$ inches in width.

3109.3.1.4. Widely Spaced Horizontal Members. Where the barrier is composed

of horizontal members and the distance between the tops of the horizontal members is 45 inches or more, spacing between vertical members must not be greater than 4 inches. Where there are decorative cutouts within vertical members, spacing must not be greater than 1 $\frac{3}{4}$ inches in width.

3109.3.1.5. Chain Link Dimensions. Mesh size for chain link fences must not be greater than 1 $\frac{3}{4}$ inches in width, unless the fence is provided with slats fastened at the top or bottom that reduce the openings to not more than 1 $\frac{3}{4}$ in width.

3109.3.1.6. Diagonal Members. Where the barrier is composed of diagonal members shall not be greater than 1 $\frac{3}{4}$ inches.

3109.3.1.7. Gates. Access gates must comply with the requirements of Sections 3109.3.1 through 3109.3.1.6 and must be equipped to accommodate a locking device. Pedestrian access gates must open outward away from the pool and must be self-closing and have a self-latching device. Doors or gates other than pedestrian access gates must have a self-latching device and must be equipped with lockable hardware or padlocks and must remain locked at all times when not in use. Release mechanisms must comply with Sections 1010.1.9 and 1109.13. Where release mechanisms of the self-latching device are located less than 60 inches above grade measured on the side of the barrier that faces away from the swimming pool, the release mechanism must be located on the pool side of the gate at least three inches below the top of the gate and the gate barrier may have no opening greater than one-half inch within 18 inches of the release mechanism.

3109.3.1.8. Dwelling Wall as a Barrier. Where a wall of a dwelling serves as part of the barrier, two safety devices must be provided in accordance with Section 115922 of the California Health and Safety Code.

3109.3.1.9. Pool Structure as a Barrier. Where an above-ground pool structure, and the means of access is a ladder or steps, then the ladder or steps either shall be capable of being secured, locked or removed to prevent access, or the ladder or steps shall be surrounded by a barrier that meets the requirements of Sections 3109.3.1.1 through 3109.3.1.8. Where the ladder or steps are secured, locked or removed, any opening shall not allow the passage of a 4-inch-diameter sphere.

3109.3.2. Indoor Swimming Pools. Wall surrounding indoor swimming pools shall not be required to comply with Section 3109.3.1.8. through 3109.3.3.

3109.3.3. Prohibited Locations. Barriers shall be located as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers. There shall be a clear zone of not less than 36" between the exterior of the enclosure and any permanent structures or equipment such as pumps, filters and heaters that can be used to climb the enclosure.

13.02.120 Amendments to the California Residential Code.

Chapter 2, Definitions, is amended as follows:

Section R202 Definitions is amended by adding “Barrier,” “OCFA” and “Spark Arrester” as follows:

BARRIER. A fence, wall, building wall, or any combination of these that completely surrounds the swimming pool and obstructs access to the swimming pool.

OCFA. Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
- 2.
3. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28 combustible vegetation.
- 4.

Chapter 3, Building Planning, is amended as follows:

SECTION R301.2, Climatic and Geographic Design Criteria, is amended as follows:

Table R301.2 Climatic and Geographic Design Criteria is amended in its entirety as follows.

**TABLE R301.2
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	Speed ^d (mph)	Topographic effects ^k		Weathering ^a	Frost line Depth ^b	Termite ^c					
Zero	110	No	D ₂ or E	Severe	12- 24"	Very Heavy	50	No	04-19- 2006 2006-082	0	64

MANUAL J DESIGN CRITERIA ⁿ

ELEVATION	LATITUDE	WINTER HEATING	SUMMER COOLING	ALTITUDE CORRECTION FACTOR	INDOOR DESIGN TEMPERATURE	DESIGN TEMPERATURE COOLING	HEAT TEMPERATURE DIFFERENCE
390	34	41	85		70	75	
COOLING TEMPERATURE DIFFERENCE	WIND VELOCITY HEATING	WIND VELOCITY COOLING	COINCIDENT WET BULB	DAILY RANGE	WINTER HUMIDITY	SUMMER HUMIDITY	
7			68	22		11 (50% RH)	

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The City of Aliso Viejo does not have any Flood Hazards Zones.

Section R308.1, Address Identification, is hereby revised in its entirety as follows:

R308.1. Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than 0.5 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Section R309.1, Townhouse Automatic Fire Sprinkler Systems, is hereby amended by modifying the exception as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R309.2, One and Two-Family Dwellings Automatic Fire Sprinkler Systems, is hereby amended by modifying the exception as follows:

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic sprinkler system unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R309.3.6.2.2, Calculation Procedure, is hereby revised in its entirety as follows:

R309.3.6.2.2. Calculation Procedure. Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code Section 903.3.5.3.

Section R317.5.1, Fire Sprinklers, Attached Garages, and Carports With Habitable Space Above, is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Chapter 9, Roof Assemblies, is amended as follows:

Section R902.1, Roof Assemblies, is amended by revising it to allow only class A or B roofs as follows:

R902.1. Roofing Assemblies. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Classes A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

Section R902.1.2 is amended in its entirety by revising it to require a minimum Class B roof as follows:

R902.1.2. Roof Coverings In All Other Areas Other Than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI) Area. The entire roof

covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

Section R902.2, Fire-Retardant-Treated Shingles and Shakes, first paragraph is amended by revising it to allow only Class A or B treated wood roofs as follows:

R902.2. Fire-Retardant-Treated Shingles and Shakes. Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.

Chapter 10, Chimneys and Fireplaces, is amended as follows:

Section R1001.14, Outdoor Fireplaces, Fire Pits, Fire Rings, or Similar Devices, is hereby added as follows:

R1001.14. Outdoor Fireplaces, Fire Pits, Fire Rings, or Similar Devices. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section R1001.14.1, Gas-Fueled Devices, is hereby added as follows:

R1001.14.1. Gas-Fueled Devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department, and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

Section R1001.14.2, Devices Using Wood or Fuels Other Than Natural Gas or Liquefied-Petroleum Gas, is hereby added as follows:

R1001.14.2. Devices Using Wood or Fuels Other Than Natural Gas or Liquefied Petroleum Gas. Fireplaces burning wood or other solid fuel shall

be constructed in accordance with Section R1001. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace.

Section R1001.14.3, Where Prohibited, is hereby added as follows:

R1001.14.3. Where Prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones (FHSZ) or in locations where conditions could cause the spread of fire to the WRA or FHSZ, unless determined by the fire code official that the location or design of the device should reasonably prevent the start of a wildfire.

13.02.130 Amendments to the California Wildland-Urban Interface Code

Chapter 6, Fire Protection Requirements, is amended as follows:

Section 602.4, Fuel Modification Plans, is hereby added as follows:

602.4. Fuel Modification Plans. Fuel modification plans shall be reviewed and approved by OCFA for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for new Construction Fuel Modification Plans and Maintenance Program."

13.02.135 Appendices

Appendix A is not adopted.
Appendix B is not adopted.
Appendix C is not adopted.
Appendix D is not adopted.
Appendix E is deleted in its entirety.
Appendix F is adopted in its entirety as amended by the SFM.
Appendix G is adopted in its entirety as amended by the SFM.
Appendix H is not adopted.
Appendix I is not adopted.

13.02.140 Building deposits.

- A. As a part of any application for, and prior to the issuance of, any building permit such as where damage may occur to public property, the applicant, if required, shall post a cash deposit in an amount established to cover the city's cost of opening and closing of the necessary files, administration of the permit status, and code enforcement, if necessary. The current deposit amount established for an encroachment permit is \$3,000.
- a. Any remaining portion of the deposit required by this section shall be returned to the applicant, without interest, upon completion of the work for which the building permit was issued, or upon the request of the applicant if the building permit application is withdrawn prior to commencement of work.
 - b. The deposit required by this section shall be forfeited entirely, and retained by the city as a penalty, if the applicant fails to comply with any provision of this code as it applies to the work for which the building permit was issued or if the applicant fails to request a refund of the deposit within 30 days of either expiration of the building permit or completion of the work for which the building permit was issued.
 - c. Nothing in this section shall preclude the city from initiating any enforcement or legal action for violation of any provision of this code.
 - d. For purposes of this section, "completion of the work" shall mean final inspection approval or issuance of a certificate of occupancy, as applicable.

Exhibit “B”

Chapter 13.04 Fire Regulations

Chapter 13.04 FIRE REGULATIONS

13.04.005	Adoption of the 2025 Edition of the California Fire Code.
13.04.010	Chapter 1, Scope and Administration, amended.
13.04.020	Chapter 2, Definitions, amended.
13.04.030	Chapter 3, General Requirements, amended.
13.04.040	Chapter 4, Emergency Planning and Preparedness, amended.
13.04.050	Chapter 5, Fire Service Features, amended.
13.04.060	Chapter 6, Building Services and Systems, as amended by the Office of the Fire Marshal (“SFM”)
13.04.070	Chapter 7, Fire and Smoke Protection Features, as amended by the SFM
13.04.080	Chapter 8, Interior Finish, Decorative Materials, and Furnishings, as amended by the SFM
13.04.090	Chapter 9, Fire Protection and Life Safety Systems, amended.
13.04.100	Chapter 10, Means of Egress, as amended by the SFM
13.04.110	Chapter 11, Construction Requirements for Existing Buildings, amended
13.04.120	Chapter 12, Energy Systems, as amended by the SFM
13.04.210	Chapter 21, Dry Cleaning, as amended by the SFM
13.04.230	Chapter 23, Motor Fuel-Dispensing Facilities and Repair Garages, as amended by the SFM
13.04.240	Chapter 24, Flammable Finishes, as amended by the SFM
13.04.250	Chapter 25, Fruit and Crop Ripening is not adopted
13.04.260	Chapter 26, Fumigation and Insecticidal Fogging is not adopted
13.04.280	Chapter 28, Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities, amended.
13.04.310	Chapter 31, Tents, Temporary Special Event Structures and Other Membrane Structures, as amended by the SFM
13.04.320	Chapter 32, High-Piled Combustible Storage, as amended by the SFM
13.04.330	Chapter 33, Fire Safety During Construction and Demolition, as amended by the SFM
13.04.340	Chapter 34, Tire Rebuilding and Tire Storage, as amended by the SFM
13.04.500	Chapter 50, Hazardous Materials – General Provisions, amended
13.04.540	Chapter 54 Corrosive Materials, as amended by the SFM
13.04.550	Chapter 55, Cryogenic Fluids, adopted.
13.04.560	Chapter 56, Explosives and Fireworks, amended.
13.04.570	Chapter 57, Flammable and Combustible Liquids, as amended

- by the SFM
- 13.04.580 Chapter 58, Flammable Gases and Cryogenic Fluids, as amended by the SFM**
- 13.04.600 Chapter 60, Highly Toxic and Toxic Materials, adopted.**
- 13.04.800 Chapter 80, Referenced Standards, amended.**
- 13.04.850 Appendices**

13.04.010 Chapter 1, Scope and Administration, amended.

13.04.010 Adoption of the 2025 Edition of the California Fire Code.

The city council, for the purpose of prescribing regulations for the erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of all buildings and structures in the city, hereby adopts the following codes by reference and the amendment to these codes as set forth in this chapter:

Except as hereinafter provided, the 2025 Edition of the California Fire Code, including Chapter 1 and applicable Appendices referenced in Section 13.04.850, as published by the International Code Council, is hereby adopted by the City of Aliso Viejo for the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion hazards, save and except such portions as are hereinafter added, deleted, modified or amended. One copy of all the above is now on file in the office of the clerk for public inspection. This code is adopted with the same force and effect as though set out herein in full.

Section 113.4, Violation Penalties, is amended to read as follows:

113.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 113.4.2 Infraction and Misdemeanor, is hereby added as follows:

113.4.2 Infraction and Misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

13.04.020 Chapter 2, Definitions, amended.

Section 202, General Definitions, is hereby revised by adding “OCFA” and “Spark Arrester” as follows:

Section 202 General Definitions.

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

13.04.030 Chapter 3, General Requirements, amended.

Chapter 3 General Requirements. The City hereby adopts Chapter 3 in its entirety, with the exception of Sections 308.1.4, 311.5, 318 and with the following amendments:

Section 304.1.3, Vegetation, is hereby revised as follows:

304.1.3 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in urban-wildland interface areas shall be in accordance with Part 7, the California Wildland-Urban Interface Code. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 “Vegetation Management Guideline: Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program.”

Section 305.6, Hazardous Conditions, is hereby added as follows:

Section 305.6 Hazardous Conditions. Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. When predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared.

2. When an official sign is posted by the Fire Code Official, or a public announcement is made.

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the Fire Code Official.

Section 305.7, Disposal of Rubbish, is hereby added as follows:

305.7 Disposal of Rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

The title of Section 307, Open Burning, Recreational Fires and Portable Outdoor Fireplaces is hereby revised as follows:

Section 307 Open Burning, Recreational Fires, Fire Pits, Fire Rings, and Portable Outdoor Fireplaces

Section 307.6, Outdoor Fireplaces, Fire Pits, Fire Rings, or Similar Devices Used at Group R Occupancies, is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or Similar Devices Used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1, Gas-Fueled Devices, is hereby added as follows:

307.6.1 Gas-Fueled Devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department, and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2, Devices Using Wood or Fuels Other Than Natural Gas or Liquefied-Petroleum Gas, is hereby added as follows:

307.6.2 Devices Using Wood or Fuels Other Than Natural Gas or Liquefied Petroleum Gas. Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3 feet from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1, Where Prohibited, is hereby added as follows:

307.6.2.1 Where Prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone.
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324, Fuel Modification Requirements for New Construction, is hereby added as follows:

324.1 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 325, Clearance of Brush or Vegetation Growth From Roadways, is hereby added as follows:

325.1 Clearance of Brush or Vegetation Growth From Roadways. The Fire Code Official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326, Unusual Circumstances, is hereby added as follows:

326.1 Unusual Circumstances. The Fire Code Official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327, Use of Equipment, is hereby added as follows:

327.1 Use of Equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition.

Section 327.2, Use of Equipment and Devices Generating Heat, Sparks or Open Flames, is hereby added as follows:

327.2 Equipment and Devices Generating Heat, Sparks or Open Flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If a 30-foot clearing cannot be achieved, then an alternative method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than 46 inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the Fire Code Official, or when such fires present a hazard as determined by the Fire Code Official.
4. Keep a cell phone nearby and call 911 immediately in case of fire.

Section 327.3, Spark Arresters, is hereby added as follows:

327.3 Spark Arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

13.04.040 Chapter 4, Emergency Planning and Preparedness, amended.

Chapter 4: Emergency Planning and Preparedness is adopted in only those sections and subsections adopted by the SFM along with the following amendment:

Section 407.5, Hazardous Materials Inventory Statement, is hereby revised as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the Fire Code Official, each application for a permit shall follow OCFA Guideline G-04 "Completion of the Chemical Classification" in accordance with Section 5001.5.2.

13.04.050 Chapter 5, Fire Service Features, amended.

Chapter 5, Fire Service Features, is hereby adopted in its entirety as amended by the SFM with the following amendments:

Section 501.1, Scope, is revised as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the Fire Code Official, with OCFA Guideline B-01, "Fire Master Plan for Commercial & Residential Development."

Section 510.1, Emergency Responder Communication Coverage in New Buildings, is hereby deleted and replaced in its entirety as follows:

510.1 Emergency Responder Radio Coverage in New Buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the requirements of the Orange County Sheriff's Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the Fire Code Official that the radio coverage system is not needed, including but not limited to the following:

- a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
- b. Elevators.
- c. Structures that meet all of the following:
 - i. Three stories or less, and
 - ii. Do not have subterranean storage or parking, and
 - iii. Do not exceed 50,000 square feet on any single story.
- d. Structures that meet all of the following:
 - i. Residential structures four stories or less, and
 - ii. Constructed of wood, and
 - iii. Do not have subterranean storage or parking, and
 - iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

- 2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the Fire Code Official shall have the authority to accept an automatically activated emergency radio coverage system.

13.04.060 Chapter 6, Building Services and Systems

Chapter 6, Building Services and Systems, is adopted in its entirety as amended by the SFM.

13.04.070 Chapter 7, Fire and Smoke Protection Features

Chapter 7, Fire and Smoke Protection Features, is adopted in its entirety as amended by the SFM.

13.04.080 Chapter 8, Interior Finish, Decorative Materials, and Furnishings

Chapter 8, Interior Finish, Decorative Materials and Furnishes, is adopted in its entirety as amended by the SFM.

13.04.090 Chapter 9, Fire Protection and Life Safety Systems, amended.

Chapter 9, Fire Protection and Life Safety Systems, is adopted in its entirety as amended by the SFM with the following amendments:

Section 903.2, Where Required, is hereby revised as follows:

903.2 Where Required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. New Buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.21, an automatic sprinkler system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet (465 m²) as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10(3) or 903.2.10.1 of the California Fire Code.

2. Existing Buildings: Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5,000 square feet.
 - b. When an addition exceeds 2,000 square feet and the resulting building area exceeds 5,000 square feet.
 - c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8, Group R, is hereby revised as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. New Buildings: An automatic sprinkler system shall be installed throughout all new buildings.
2. Existing R-3 Buildings: An automatic sprinkler system shall be installed

throughout when one of the following conditions exists:

- a. When the floor area of alterations within any two-year period exceeds 33% of gross floor area of the existing structure and the building gross floor area exceeds 3,600 square feet, or,
- b. An addition when the existing building is already provided with automatic sprinklers; or,
- c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.
- d. When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.
- e. An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 131113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

Section 903.3.1.1.1, Exempt Locations, is amended by revising Item 4 as follows:

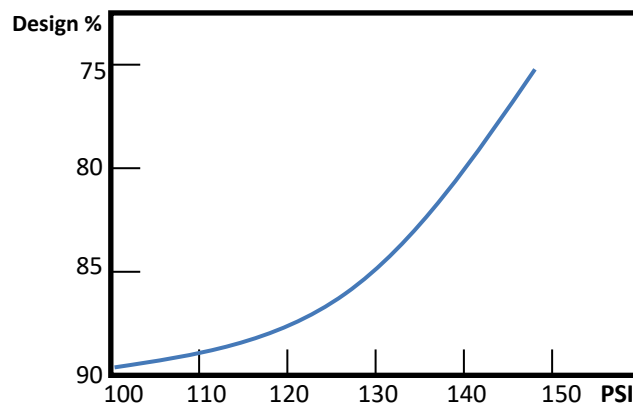
4. When approved by the Fire Code Official, spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, and associated electrical power distribution equipment, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire barriers constructed in accordance with Building Code Section 707 or not less than 2 hour horizontal assemblies constructed in accordance with Section 712, or both.

Section 903.3.5.3, Hydraulically Calculated Systems, is hereby added as follows:

903.3.5.3 Hydraulically Calculated Systems. The design of hydraulically calculated sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the Fire Code Official, the sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



13.04.100
Means of Egress

Chapter 10
Egress is adopted
as amended by

Chapter 10,

Means of
in its entirety
the SFM.

13.04.110 Chapter 11, Construction Requirements for Existing Buildings, amended.

Chapter 11, Construction Requirements for Existing Buildings, is adopted in only those sections and subsections adopted by the SFM.

13.04.120 Chapter 12, Energy Systems, amended.

Chapter 12, Energy Systems, is adopted in its entirety as amended by the SFM

13.04.210 Chapter 21 Dry Cleaning

Chapter 21, Dry Cleaning, is adopted in its entirety as amended by the SFM.

13.04.230 Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23, Motor Fuel-Dispensing Facilities and Repair Garages, is adopted in its entirety as amended by the SFM

13.04.240 Chapter 24 Flammable Finishes

Chapter 24, Flammable Finishes, is adopted in its entirety as amended by the SFM.

13.04.250 Chapter 25 Fruit and Crop Ripening

Chapter 25, Fruit and Crop Ripening, is not adopted.

13.04.260 Chapter 26 Fumigation and Insecticidal Fogging

Chapter 26, Fumigation and Insecticidal Fogging, is not adopted.

13.04.280 Chapter 28, Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities, amended.

Chapter 28, Lumber Yards and Woodworking Facilities, is adopted in its entirety with the following amendments:

Section 2801.2, Permit, is hereby revised as follows:

2801.2 Permit. Permits shall be required as set forth in Sections 105.5 and 105.5.31

Section 2808.2, Storage Site, is hereby revised as follows:

2808.2 Storage Site. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surfaces. Sites shall be thoroughly cleaned, and approval obtained from the Fire Code Official before transferring products to the site.

Section 2808.3, Size of Piles, is hereby revised as follows:

2808.3 Size of Piles. Piles shall not exceed 15 feet (4572 mm) in height, 50 feet (15 240 mm) in width, and 100 feet (30 480 mm) in length.

Exception: The Fire Code Official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factors that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.3.1, Increase in Pile or Stack Size, is hereby deleted in its entirety.

Section 2808.4, Pile Separation, is hereby revised in its entirety as follows:

2808.4 Pile Separation. Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7, Pile Fire Protection, is hereby revised in its entirety to read as follows:

2808.7 Pile Fire Protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9, Material-Handling Equipment, is hereby revised in its entirety to read as follows:

2808.9 Material-Handling Equipment. All material handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11, Temperature Control, is hereby added as follows:

2808.11 Temperature Control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1, Pile Temperature Control, is hereby added as follows:

2808.11.1 Pile Temperature Control. Piles shall be rotated when the internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2, New Material Temperature Control, is hereby added as follows:

2808.11.2 New Material Temperature Control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperatures exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12, Water Availability, is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1-hour duration for pile heights up to 6 feet and 2-hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13, Tipping Area, is hereby added as follows:

2808.13 Tipping Areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.

3. Tipping areas shall be separated from all piles by a 20-foot-wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14, Emergency Contact, is hereby added as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in an emergency situation.

Section 2808.15, Maximum Grid of Piles and Rows, is hereby added as follows:

2808.15 Maximum Grid of Piles. Row of Piles shall not exceed 500 feet by 500 feet by 500 feet. Grids shall be separated by a minimum 50-foot clear space used for no other purpose.

Section 2808.16, Push-Out / Clear Area, is hereby added as follows:

2808.16 Push-Out / Clear Area. Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any piles and shall be located a minimum of 20 feet from any building.

13.04.310 Chapter 31, Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31, Tents, Temporary Special Event Structures and Other Membrane Structures, is adopted in its entirety as amended by the SFM.

13.04.320 Chapter 32 High-Piled Combustible Storage

Chapter 32, High-Piled Combustible Storage, is adopted in its entirety as amended by the SFM.

13.04.330 Chapter 33 Fire Safety During Construction and Demolition

Chapter 33, Fire Safety During Construction and Demolition, is adopted in its entirety as amended by the SFM.

13.04.340 Chapter 34 Tire Rebuilding and Tire Storage

Chapter 34, Tire Rebuilding and Tire Storage, is adopted in its entirety as amended by the SFM.

13.04.500 Chapter 50, Hazardous Materials – General Provisions, amended.

Chapter 50, Hazardous Materials – General Provisions, is adopted in its entirety as amended by the SFM with the following amendments.

Section 5001.5.2, Hazardous Materials Inventory Statement (HMIS), is hereby revised as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the Fire Code Official, an application for a permit shall follow OCFA Guideline G-04 “Completion of a Chemical Classification”, which shall be completed and approved prior to approval of plans, and/or the storage use or handling of chemicals on the premises.

Section 5003.1.1.1, Extremely Hazardous Substances, is hereby added as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

13.04.540 Chapter 54, Corrosive Materials, as amended by the SFM.

Chapter 54, Corrosive Materials, is adopted in its entirety as amended by the SFM.

13.04.550 Chapter 55, Cryogenic Fluids, adopted.

Chapter 55, Cryogenic Fluids, is adopted in its entirety without amendments.

13.04.560 Chapter 56, Explosives and Fireworks, amended.

Chapter 56, Explosives and Fireworks, is adopted in its entirety as amended by the SFM with the following amendments:

Section 5608.2, Firing, is hereby added as follows:

5608.2 Firing. All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3, Application for Permit, is hereby added as follows

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

13.04.570 Chapter 57, Flammable and Combustible Liquids, adopted.

Chapter 57, Flammable and Combustible Liquids, is adopted in its entirety as amended by the SFM.

13.04.580 Chapter 58, Flammable Gases and Cryogenic Fluids, adopted.

Chapter 59, Flammable Gases and Cryogenic Fluids, is adopted in its entirety as amended by the SFM.

13.04.600 Chapter 60, Highly Toxic and Toxic Materials, adopted.

Chapter 60, Highly Toxic and Toxic Materials, is adopted in its entirety without any amendments.

13.04.800 Chapter 80, Referenced Standards, amended.

Chapter 80, Referenced Standards, is adopted in its entirety as amended by the SFM with the following amendments:

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems, is hereby amended as follows:

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the Fire Code Official

Section 9.4.3.1 is hereby revised as follows:

9.4.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouse (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

- (1) Quick-response type as defined in 3.3.223.4.16
- (2) Residential Sprinklers in accordance with the requirements of Chapter 12
- (3) Quick-response CMSA sprinklers
- (4) ESFR Sprinklers
- (5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
- (6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the Fire Code Official. The size of piping and the number of 2½" inlets shall be approved by the Fire Code Official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

NFPA 13D, 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 24, 2025 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances, is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised as follows:

6.2.9 All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

1. A post indicator valve installed not less than 40 feet (12 meters) from the building
 - a. For buildings less than 40 feet (12 meters) in height, a post indicator valve shall be permitted to be installed closer than 40 feet (12 meters) but at least as far from the building as the height of the wall facing the post indicator valve.
 - b. Post indicated valves shall be allowed to be closer than 40 feet (12 meters) to the building when a property line or other physical barriers make it impossible to have a post indicating valve 40 feet (12 meters) away.
 - c. Post indicating valves shall be allowed to be closer than 40 feet (12 meters) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 feet (12 meters).
2. A wall post indicator valve on risers located within the building, either a nonrising stem gate valve with a wall post indicator or a listed butterfly valve with an indicating handle extending out through the building wall.
3. A backflow preventer with at least one indicating valve not less than 40 feet (12 meters) from the building.
 - a. For buildings less than 40 feet (12 meters) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 feet (12 meters) but at least as far from the building as the height of the wall facing the backflow preventer.
 - b. Backflow preventer valves shall be allowed to be closer than 40 feet (12 meters) to the building when a property line or other

physical barriers make it impossible to have a backflow preventer valve 40 feet (12 meters) away.

- c. Backflow preventer valves shall be allowed to be closer than 40 feet (12 meters) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 feet (12 meters)
- 4. Indicating control valves installed in a fire-rated room accessible from the exterior.
- 5. Indicating control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the AHJ
- 6. Any other valve type or location as permitted by the AHJ

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch-wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt, bituminous, or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby deleted and replaced as follows:

10.4.3.2 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the

center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

13.04.850 Appendices

Appendix A is not adopted.

Appendix B is adopted in its entirety as amended by the SFM.

Appendix BB is adopted in its entirety.

Appendix C is adopted in its entirety as amended by the SFM.

Appendix CC is adopted in its entirety.

Appendix D is not adopted.

Appendix E is not adopted.

Appendix F is not adopted.

Appendix G is not adopted.

Appendix H is adopted in its entirety.

Appendix I is not adopted.

Appendix J is not adopted.

Appendix K is not adopted.

Appendix L is not adopted.

Appendix M is not adopted.

Appendix N is not adopted.

Appendix O is not adopted.

Appendix P is not adopted.

City of Aliso Viejo

AGENDA ITEM



DATE: August 6, 2025

TO: Mayor and City Council

FROM: Janet Martinez, City Clerk

SUBJECT: LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND
SELECTION OF GENERAL ASSEMBLY VOTING DELEGATE

Recommended Actions:

Designate a voting delegate and up to two alternates for the League of California Cities General Assembly to be held on October 10, 2025 at the Long Beach Convention Center.

Fiscal Impact:

Conference registration is required at a cost of \$375 for one-day registration or \$725 for full conference registration. Funds for travel and training expenditures have been included in the FY 2025-26 Budget.

Background:

This year's League of California Cities (Cal Cities) Annual Conference will be held October 8-10, 2025, at the Long Beach Convention Center. The General Assembly is scheduled for Friday, October 10, at 8:30 a.m. and is held to allow the membership to consider and act on proposed resolutions that establish Cal Cities policy. In order to vote at this meeting, the City Council must designate a voting delegate and may appoint up to two alternates, one of whom may vote in the event that the voting delegate is unable to serve in that capacity.

Discussion:

The voting delegate and alternate(s) must be registered to attend the conference. At least one must be present at the General Assembly and in possession of a voting card in order to cast a vote. Additional instructions are outlined in the attached correspondence from Cal Cities regarding this process and the voting procedures. Voting cards may be transferred between the delegate and the alternate(s) only. They are not transferable to another City official.

Staff is recommending the City Council designate one voting delegate and up to two alternates. Cal Cities has requested submittal of the Voting Delegate/Alternate Form by September 24, 2025.

Attachment:

1. Cal Cities Letter

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

City of Aliso Viejo

AGENDA ITEM



DATE: August 6, 2025

TO: Mayor and City Council

FROM: Mitzi Ortiz, City Manager

SUBJECT: RESOLUTION AMENDING THE CITY EMPLOYEE SALARY SCHEDULE
TO INCLUDE A FULL-TIME HUMAN RESOURCES MANAGER POSITION

Recommended Action:

Adopt a Resolution amending the City employee salary schedule to include a full-time Human Resources Manager position.

Fiscal Impact:

The proposed addition of a full-time Human Resources Manager position is estimated to have a fiscal impact of approximately \$16,000 to \$30,000 for the remainder of Fiscal Year 2025-26. After the first year, the annual fiscal impact is anticipated to be approximately \$25,000 to \$45,000.

Background:

In January 2022, the City Council amended the City employee salary schedule, converting the full-time Human Resources Manager position to part-time and adding a full-time Human Resources Analyst. The Human Resources Analyst position was filled by an existing employee who had been assisting with human resources (HR) tasks and was interested in pursuing a career in human resources. To support the transition, the part-time Human Resources Manager role was temporarily filled to assist the new Human Resources Analyst.

Discussion:

The City has an upcoming vacancy in the Human Resources Division, which is currently staffed by a single full-time Human Resources Analyst. Staff has evaluated organizational needs and considered several options for filling the position, including hiring at the Human Resources Manager level or contracting for HR services. Contracting for 20 hours of service per week is estimated to cost between \$145,600 and \$182,000 annually, while a full-time, in-house HR Manager would cost approximately \$165,000 to \$210,000 per year, including salary and benefits.

Based on this analysis, staff recommends filling the vacancy with a full-time Human Resources Manager. This position provides the leadership and expertise necessary to manage complex and sensitive HR matters, develop policy, and support strategic planning. A manager-level role also ensures comprehensive coverage of key HR functions, such as employee relations, compliance, benefits administration, and talent management, while maintaining continuity and reducing reliance on external consultants.

Attachments:

1. Resolution
2. Salary Schedule

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A SALARY SCHEDULE FOR CITY OF ALISO VIEJO EMPLOYEES

WHEREAS, on June 6, 2018, the City Council approved an updated Classification and Compensation Plan which included adjusting salary ranges on July 1st of each year based on the Annual Consumer Price Index, Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim (“CPI”); and

WHEREAS, the Human Resources Manager position shall be added to the full-time classification list.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AS FOLLOWS:

Effective August 6, 2025, the position of Human Resources Manager shall be added and placed on the full-time classification list and position shall receive either a cell phone allowance of \$75 per month or a City-issued cell phone.

PASSED, APPROVED AND ADOPTED this 6th day of August, 2025.

Tiffany Ackley
Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith, City Attorney

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 Resolution No. 2025-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 6th day of August, 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

JANET MARTINEZ
CITY CLERK

(SEAL)

**City of Aliso Viejo
Proposed Salary Schedule
Effective August 6, 2025**

Full-Time Classifications	Annual Range Minimum	Annual Control Point	Annual Range Maximum
Accountant	\$78,264	\$89,681	\$107,616
Accountant/Payroll	\$74,538	\$85,410	\$102,493
Accounting Technician	\$56,001	\$64,170	\$77,005
Accounting Supervisor	\$107,612	\$123,308	\$147,965
Administrative Secretary	\$60,348	\$74,902	\$89,882
Assistant Planner	\$73,557	\$84,286	\$101,143
Associate Engineer	\$100,600	\$115,275	\$138,331
Associate Planner	\$86,308	\$98,897	\$118,676
City Clerk	\$131,694	\$150,899	\$181,079
City Manager (Contract)	\$280,000		\$288,680
Director of Administrative Services	\$172,010	\$202,135	\$242,562
Director of Community Development	\$172,010	\$202,135	\$242,562
Director of Financial Services/City Treasurer	\$172,010	\$202,135	\$242,562
Director of Government Services	\$172,010	\$202,135	\$242,562
Director of Public Works	\$172,010	\$202,135	\$242,562
Director of Recreation and Community Services	\$172,010	\$202,135	\$242,562
Executive Assistant	\$74,430	\$85,288	\$102,345
Facilities Supervisor	\$88,294	\$101,170	\$121,404
Financial Analyst	\$78,264	\$89,681	\$107,616
Financial Services Manager	\$125,212	\$143,477	\$172,172
Human Resources Analyst	\$88,293	\$101,170	\$121,404
Human Resources Manager	\$119,850	\$142,334	\$164,819
IT Analyst	\$78,264	\$89,681	\$107,616
IT Manager	\$128,522	\$152,085	\$182,502
Junior Accountant	\$67,761	\$77,646	\$93,176
Management Analyst	\$80,768	\$92,551	\$111,060
Office Assistant	\$46,032	\$52,747	\$63,297
Office Specialist	\$50,636	\$61,923	\$74,307
Permit Technician	\$67,014	\$76,999	\$92,398
Planning Technician	\$62,008	\$71,053	\$85,263
Recreation Coordinator	\$71,439	\$81,860	\$98,232
Recreation and Community Services Manager	\$119,228	\$136,621	\$163,944
Recreation and Community Services Supervisor	\$82,155	\$94,139	\$112,967
Recreation Specialist	\$50,108	\$57,417	\$68,900
Secretary to the City Manager	\$74,430	\$90,629	\$108,754
Senior Accountant	\$90,004	\$103,133	\$123,759
Senior Planner	\$100,431	\$115,080	\$138,096
Senior Planner I	\$100,431	\$126,195	\$151,433
Streets Supervisor	\$88,294	\$101,170	\$121,404
Systems Administrator	\$93,838	\$109,824	\$131,789

**City of Aliso Viejo
Proposed Salary Schedule
Effective August 6, 2025**

Elected Officials	Compensation
Council Members (Municipal Code)	\$520
Mayor (Municipal Code)	\$520

Part-Time Classifications	Minimum	Point	Maximum
Crime Prevention Specialist	\$33.40	\$38.27	\$45.93
Human Resources Manager	\$57.62	\$68.43	\$79.24
Office Assistant	\$22.13	\$25.36	\$30.43
Planning Aide	\$17.52	\$20.08	\$24.09
Recreation Leader	\$17.25	\$19.15	\$22.99
Senior Recreation Leader	\$19.83	\$22.03	\$26.44