

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, SEPTEMBER 3, 2025
7:00 PM REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
12 JOURNEY ALISO VIEJO, CA



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

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

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

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

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

MITZI ORTIZ
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:

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: City Manager and City Attorney

Unrepresented Employees: All Employees

CALL TO ORDER: Convene Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

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 August 20, 2025 Special and Regular Meetings.

[Draft Minutes - August 20, 2025 Special Meeting](#)

[Draft Minutes - August 20, 2025 Regular Meeting](#)

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between August 1, 2025, and August 14, 2025, in the amount of \$1,574,069.68.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.4 AGREEMENT WITH PRECISION CONCRETE CUTTING FOR SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL SERVICES

Recommended Action:

1. Approve an agreement with Precision Concrete Cutting to perform sidewalk assessment and trip hazard removal services for a term of 3 years and total compensation amount of \$150,000; and
2. Authorize the City Manager to execute the agreement.

[Staff Report](#)

[Attachment 1 - Agreement](#)

4.5

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT & ASSOCIATES, INC. TO PROVIDE ECONOMIC DEVELOPMENT CONSULTING SERVICES

Recommended Action:

Authorize the City Manager to execute a second amendment to the Professional Services Agreement with Kosmont & Associates, Inc., to increase the total compensation by \$50,000 for continued economic development consulting services.

[Staff Report](#)

[Attachment 1 - Second Amendment](#)

[Attachment 2 - Original Contract](#)

5. PUBLIC HEARINGS:

6. DISCUSSION:

6.1 HUMMINGBIRD LANE AD HOC FOLLOW UP REPORT

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

[Staff Report](#)

[Attachment 1 - Presentation](#)

6.2 ORDINANCE AMENDING SECTIONS 9.02.030 and 9.04.090 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO OVERSIZED VEHICLE PARKING AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

Recommended Action:

Introduce for first reading an ordinance, entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING SECTIONS 9.02.030 and 9.04.090 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO OVERSIZED VEHICLE PARKING; AND FINDING THE ACTION TO BE EXEMPT

FROM CEQA UNDER CEQA GUIDELINES SECTIONS 15060 AND 15061.

[Staff Report](#)
[Attachment 1 - Ordinance](#)

6.3

EMPLOYMENT AGREEMENT FOR AN INTERIM APPOINTMENT TO THE POSITION OF HUMAN RESOURCES MANAGER

Recommended Action:

Adopt a Resolution approving and authorizing the City Manager to execute an agreement with retired annuitant Laura Stover for the interim appointment to the position of Human Resources Manager in compliance with Government Code Section 21221(h).

[Staff Report](#)
[Attachment 1 - Resolution](#)
[Attachment 2 - Agreement](#)

6.4 APPROVAL OF FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

Recommended Action: That the Council approve the First Amendment to City Manager Employment Agreement between the City of Aliso Viejo and Mitzi Ortiz memorializing the terms of her continued employment in the position of City Manager.

[Staff Report](#)
[Attachment 1 - Agreement Amendment](#)

7. **CITY MANAGER' S REPORT:**

8. **ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:**

9. **ADJOURNMENT:**

The next regularly scheduled City Council meeting is September 17, 2025.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
August 20, 2025, 6:00 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 6:10 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: SCOTT C. SMITH, CITY ATTORNEY

PUBLIC COMMENTS:

None.

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 Employees: City Manager

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

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

ADJOURNMENT: Mayor Ackley adjourned the meeting at 6:50 p.m. to the August 20, 2025 Regular Council Meeting.

Respectfully submitted:

Approved by:

JANET MARTINEZ
CITY CLERK

TIFFANY ACKLEY
MAYOR

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
AUGUST 20, 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 7:00 p.m.

ROLL CALL

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

STAFF PRESENT: MITZI ORTIZ, CITY MANAGER
SCOTT SMITH, CITY ATTORNEY
JANET MARTINEZ, CITY CLERK
ANN EIFERT, FINANCIAL SERVICES DIRECTOR
QUANG LE, ASSOCIATE ENGINEER
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
ROSE RIVERA, SENIOR PLANNER
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
JASON DURAN, ADMINISTRATIVE SERGEANT

PLEDGE OF ALLEGIANCE: Nancy Conley led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated there was no reportable action.

1. SPECIAL PRESENTATIONS:

1.1 BUSINESS OF THE MONTH - MARUGAME UDON

Mayor Ackley introduced the video and presented a certificate of recognition to Marugame Udon representatives and General Manager Jensen Kong, who provided a brief history of the business and expressed their appreciation.

1.2 RECOGNITION OF WOMAN OF DISTINCTION AWARD RECIPIENT DORIS CORTES

This item was not presented as the recipient was not present.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

None.

4. CONSENT CALENDAR:

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

Motion: Mayor Pro Tem Duncan moved and Councilmember Hurt 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 August 6, 2025 Special and Regular Meetings.

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between July 18, 2025, and July 31, 2025, in the amount of \$1,641,252.71.

4.4 TREASURER'S STATEMENT - JUNE 2025

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

4.5 CONTRACT WITH ONYX PAVING COMPANY, INC. FOR GLENWOOD DRIVE STREET REHABILITATION PROJECT BETWEEN SR 73 AND ALISO CREEK ROAD

Recommended Action:

1. Approve Contract Documents, Specifications, and Plans for Glenwood Drive Street Rehabilitation Project between SR 73 and Aliso Creek Road;
2. Award a contract in the amount of \$1,110,000 to Onyx Paving Company, Inc. as the lowest responsible bidder for the Glenwood Drive Street Rehabilitation Project between SR 73 and Aliso Creek Road;
3. Authorize the City Manager to execute a contract with Onyx Paving Company, Inc.;
4. Authorize City staff to make total compensation to Onyx Paving Company, Inc. up to \$1,110,000 plus \$111,000 (10% of the contract amount) to allow for contingencies, totaling \$1,221,000; and
5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

4.6 AGREEMENT WITH HDL COREN AND CONE FOR PROPERTY TAX CONSULTING AND AUDITING SERVICES**Recommended Action:**

1. Approve a first amendment to the agreement with United Building and Development Services, LLC to perform Plumbing maintenance services that extends the term one year and increases the total compensation under the agreement by \$35,000 for a total amount of \$85,000; and
2. Authorize the City Manager to execute the first amendment to the agreement.

5. PUBLIC HEARINGS:**5.1 SECOND READING AND ADOPTION OF ORDINANCE AMENDING CHAPTERS 13.02 AND 13.04 OF THE ALISO VIEJO MUNICIPAL CODE, ADOPTING BY REFERENCE 2025 BUILDING AND FIRE CODES**

City Manager Mitzi Ortiz introduced Community Development Director So Kim, who provided an overview. Mayor Ackley opened the public hearing, and there were no requests to speak. Mayor Ackley closed the public hearing.

Recommended Action:

1. Conduct a public hearing for the second reading and adopt 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 that the Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 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.

Motion: Councilmember Munzing moved and Councilmember Zandbergen seconded to approve the recommended actions. Motion carried 5-0.

6. DISCUSSION:

6.1 CONCEPT PLAN REVIEW FOR AN OUTDOOR DINING AREA FOR WEBB'S GRAINWORKS AT 7 JOURNEY

Mayor Pro Tem Duncan recused himself from this item and left the Council Chambers at 7:09 p.m. due to his daughter being an employee at the establishment.

City Manager Mitzi Ortiz introduced Senior Planner Rose Rivera, who provided an overview. OCSD Administrative Sergeant Jason Duran, and Webb's Grainworks Chief Marketing Officer Mark Levine responded to questions regarding the nature of dispatch calls, noise complaints, proposed outdoor area usage and seating, and parking and safety concerns.

Recommended Action: Review and provide initial feedback on concept plans for an outdoor dining area for Webb's Grainworks at 7 Journey.

No further action was taken.

Mayor Pro Tem Duncan rejoined the meeting at 7:33 p.m.

7. CITY MANAGER' S REPORT:

City Manager Mitzi Ortiz announced registration for fall recreation classes and programs; Red Cross Blood Drive on September 10, 2025, from 12:00 p.m. to 6:00 p.m. at Aliso Viejo Ranch; Health and Safety Fair to be held at Aliso Viejo Ranch on September 13, 2025, from 9:00 a.m. to 11:00 a.m.; Aliso Viejo Trails and Creek Cleanup Event to be held on September 20, 2025, from 8:00 a.m. to 11:00 a.m.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Munzing:

- Commented on transition of summer into back-to-school, fall weather, and holidays

Councilmember Zandbergen:

- Attended Aliso Viejo Chamber of Commerce Networking Lunch

Councilmember Hurt: None

Mayor Pro Tem Duncan:

- Commented on the first day of back-to-school
- Acknowledged OCSD Deputy Barragan for ongoing e-bike safety enforcement

Mayor Ackley:

- Obtained Council consensus for a letter of support for the proposed veterans cemetery near Anaheim Hills, as requested by Supervisor Foley's office
- Commented on DJAMS new principal, Mr. Nguyen
- Commented on Sea Country Festival in the neighboring City of Laguna Niguel

- 9. ADJOURNMENT:** Mayor Ackley adjourned the meeting at 7:38 p.m. to the regularly scheduled City Council meeting of September 3, 2025.

Respectfully submitted:

Approved by:

JANET MARTINEZ
CITY CLERK

TIFFANY ACKLEY
MAYOR

CITY COUNCIL Agenda Item Report

Meeting Date: September 3, 2025

Submitted By: Granicus2 Support

Submitting Department: Finance

Item Type: Financial Documents

Agenda Section: CONSENT CALENDAR:

Subject:

ACCOUNTS PAYABLE

Suggested Action:

Ratify accounts payable checks and electronic funds transfers issued between August 1, 2025, and August 14, 2025, in the amount of \$1,574,069.68.

Attachments:

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

City of Aliso Viejo

AGENDA ITEM



DATE: September 3, 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 August 1, 2025, and August 14, 2025, in the amount of \$1,574,069.68.

Fiscal Impact:

Expenditures in the amount of \$1,574,069.68.

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 August 1, 2025, and August 14, 2025, for \$1,574,069.68, 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	SEP'25 VISION - DD	24.19
CHOICE BUILDER	SEP'25 DENTAL - TZ	96.90
CHOICE BUILDER	SEP'25 DENTAL - DD	145.88
CHOICE BUILDER	SEP'25 DENTAL - RH	96.90
CHOICE BUILDER	SEP'25 DENTAL INSURANCE	1,830.38
CHOICE BUILDER	SEP'25 VISION - RH	15.03
CHOICE BUILDER	SEP'25 VISION INSURANCE	283.36
		2,492.64
CITY MANAGER		
US BANK PURCHASING CARD PROGRAM	DL 7/09 PAYPAL-MO CCMF ANNUAL MEMBERSHIP	400.00
	CITY MANAGER TOTAL:	400.00
HUMAN RESOURCES		
US BANK PURCHASING CARD PROGRAM	DL 6/23-TUSTIN PARKS-OC HR CONSORTIUM MEMBERSHIP	254.18
US BANK PURCHASING CARD PROGRAM	DL 7/16 DOMINOS-PW TRAINING MEAL - ENV SAFETY	23.13
HEALTH AND HUMAN RESOURCE CENTER INC	AUG'25 EAP PROGRAM	102.90
HEALTH AND HUMAN RESOURCE CENTER INC	SEP'25 EAP PROGRAM	102.90
US BANK PURCHASING CARD PROGRAM	PC 6/30 HILTON-SHRM CONF NO SHOW&FEES LESS DEPOSIT	11.99
	HUMAN RESOURCES TOTAL:	495.10
CITY CLERK		
NETFILE, INC	FY25-26 NETFILE ANNUAL SBSCPTN 7/1/25-6/30/26	4,000.00
US BANK PURCHASING CARD PROGRAM	LL 6/18 OC REGISTER-DIGITAL SBSCPTN/4 WKS	26.00
US BANK PURCHASING CARD PROGRAM	LL 6/19 LA TIMES-DIGITAL SBSCPTN/4 WKS	5.92
US BANK PURCHASING CARD PROGRAM	LL 5/22 LA TIMES-DIGITAL SBSCPTN/4 WKS	5.92
	CITY CLERK TOTAL:	4,037.84
FINANCE		
CHOICE BUILDER	SEP'25 ADMIN FEE	35.00
US BANK PURCHASING CARD PROGRAM	AE 6/30 GRAZIE NONNA-GFOA CONFERENCE-TRAVEL/MEALS	38.83
US BANK PURCHASING CARD PROGRAM	AE 6/28 COACH-GFOA CONFERENCE-TRANSPORTATION TAXI	27.83
US BANK PURCHASING CARD PROGRAM	AE 6/29 STARBUCKS-GFOA CONFERENCE-TRAVEL/MEALS	6.45
US BANK PURCHASING CARD PROGRAM	AE 7/01 BAR ANGIE-GFOA CONFERENCE-TRAVEL/MEALS	44.61
US BANK PURCHASING CARD PROGRAM	AE 7/02 HILTON-GFOA CONFERENCE - HOTEL	960.06
US BANK PURCHASING CARD PROGRAM	GFOA AE 7/03 STARR-CONFERENCE-TRAVEL/MEALS	36.80
HDL COREN & CONE	JUL-SEP25 PROPERTY TAX CONTRACT SERVICES	4,103.32
HDL COREN & CONE	FY24-25 ANNUAL ACFR STATISTICAL PACKAGE	795.00
	FINANCE TOTAL:	6,047.90
INFORMATION TECHNOLOGY		
JOSE RUEL FABELLA DIRA	JUL'25 ENERGGOV & GIS	2,300.00
GOTO COMMUNICATIONS	AUG'25 CH GOTO VOIP SERVICE & SUPPORT	1,995.44
TANGENT COMPUTERS INC	7/23/25-8/22/25 CH O365 LICENSING AND SUPPORT	3,000.00
LUNAVI, INC	AUG'25 OFFSITE BACKUP STORAGE	622.50
	INFORMATION TECHNOLOGY TOTAL:	7,917.94
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	JUL'25 - RECORDS OFF SITE STORAGE	441.78
CERTIFIED RECORDS MANAGEMENT	AUG'25 - RECORDS OFF SITE STORAGE	495.78
ARON J. BENON	10/30/25 QUARTERLY STAFF LUNCHEON CATERING DEPOSIT	200.00
RICOH USA	JUN'25 RICOH 2504 BACK OFFICE PRINTS (4542)	20.76
RICOH USA	JUN'25 RICOH 2504EX FRONT COUNTER PRINTS (4456)	78.85
RICOH USA	JUL'25 RICOH RSI CLOUD SUBSCRIPTION (SW1860708)	24.31
RICOH USA	JUN'25 RICOH 2504 (BACK OFFICE) PRINT COPIES	19.52
NIEVES LANDSCAPE INC	JUL'25 LANDSCAPE MAINTENANCE VISTA PARK	1,100.11
NIEVES LANDSCAPE INC	JUL'25 LANDSCAPE MAINTENANCE-VALVE REPAIR VISTA PK	2,072.78
US BANK PURCHASING CARD PROGRAM	EM 6/30 TUCKER TIRE-TWO NEW TIRES FOR CMS	200.00
US BANK PURCHASING CARD PROGRAM	EM 7/20 BLISS CW-F150 CAR WASH	35.00
US BANK PURCHASING CARD PROGRAM	EM 7/19 O'REILLY AUTO PARTS-BATTERY ACID FOR CMS	25.84

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	EM 7/21 O'REILLY AUTO PARTS-BATTERY ACID FOR CMS	26.08
US BANK PURCHASING CARD PROGRAM	EM 7/21 O'REILLY AUTO PARTS- BATTERY ACID FOR CMS	26.20
US BANK PURCHASING CARD PROGRAM	LL 6/18 CAFE RIO-CC MTG 6/18 CHIPS/SALSA	25.31
US BANK PURCHASING CARD PROGRAM	LL 6/04 URBAN PLATES-CC MTG 6/4 DINNER	17.98
US BANK PURCHASING CARD PROGRAM	LL 6/05 PRIMO-SPKLTTS BTL WTR DEL	20.52
US BANK PURCHASING CARD PROGRAM	LL 6/04 URBAN PLATES-CC MTG 6/4 DINNER	16.11
US BANK PURCHASING CARD PROGRAM	LL 6/04 URBAN PLATES-CC MTG 6/4 PLATE PASS	5.00
US BANK PURCHASING CARD PROGRAM	LL 6/16 COSTCO-BUS. DELIVERY 6/16	227.40
US BANK PURCHASING CARD PROGRAM	LL 6/04 URBAN PLATES-CC MTG 6/4 DINNERS	174.81
US BANK PURCHASING CARD PROGRAM	LL 6/18 CAFE RIO-CC MTG 6/18 DINNER	80.09
US BANK PURCHASING CARD PROGRAM	LL 6/18 CAFE RIO-CC MTG 6/18 DINNER	72.29
US BANK PURCHASING CARD PROGRAM	LL 5/28 PRIMO-BRANDS WATER SVC	62.75
US BANK PURCHASING CARD PROGRAM	LL 5/24 PRIMO-SPKLTTS BTL WTR DEL/8 CASES	53.28
US BANK PURCHASING CARD PROGRAM	LL 6/17 RALPHS-CC MTG 6/18 DRINKS	34.21
MOULTON NIGUEL WATER DIST	ACCT#64101 VISTA WATER SVC	880.32
CALIFORNIA JPIA	FY25-26 POLLUTION LIABILITY INSURANCE PREMIUM	2,314.00
NON-DEPARTMENTAL TOTAL:		8,751.08

C. S. ADMINISTRATION

AMAZON CAPITAL SERVICES INC	JUL'25 AMAZON- MAGNETIC LIGHT COVER FOR EVENTS	16.00
AMAZON CAPITAL SERVICES INC	JUL'25 AMAZON-FELT FURNITURE PADS AVR	10.23
AMAZON CAPITAL SERVICES INC	JUL'25 AMAZON-BATTERIES FOR AVR	5.38
ADVANTAGE MAILING, LLC	FALL 2025 BROCHURE 32 PAGE SELF COVER	12,689.15
ALLIANT INSURANCE SERVICES INC	1/01/25-9/07/25 SPECIAL EVENT INSURANCE	1,186.00
US BANK PURCHASING CARD PROGRAM	JB 6/24 WALMART-EVENT BINS - FY 24/25	38.70
US BANK PURCHASING CARD PROGRAM	JNL 6/24 PREMIER PRINT SOURCE-EVENT EZ UPS	300.05
US BANK PURCHASING CARD PROGRAM	LL 5/23 FACEBOOK-ADS	8.31
US BANK PURCHASING CARD PROGRAM	LL 6/17 FACEBOOK-ADS	51.00
US BANK PURCHASING CARD PROGRAM	LL 5/30 FACEBOOK-ADS	37.00
US BANK PURCHASING CARD PROGRAM	LL 6/12 FACEBOOK-ADS	46.00
US BANK PURCHASING CARD PROGRAM	LL 5/26 FACEBOOK-ADS	35.00
US BANK PURCHASING CARD PROGRAM	LL 5/31 FACEBOOK-ADS	13.92
US BANK PURCHASING CARD PROGRAM	LL 5/23 FACEBOOK-ADS	6.37
US BANK PURCHASING CARD PROGRAM	LL 6/03 FACEBOOK-ADS	39.00
US BANK PURCHASING CARD PROGRAM	LL 6/07 FACEBOOK-ADS	41.00
C. S. ADMINISTRATION TOTAL:		14,523.11

IGLESIA PARK

NIEVES LANDSCAPE INC	JUL'25 LANDSCAPE MAINTENANCE IGLESIA PARK	7,319.43
NIEVES LANDSCAPE INC	JUL'25 LANDSCAPE MAINTENANCE - LEAK IGLESIA	2,423.76
US BANK PURCHASING CARD PROGRAM	EM 6/30 CED-IGLESIA PK TIMER HOUSING TENNIS CTS	307.26
US BANK PURCHASING CARD PROGRAM	EM 6/25 LIGHTING SUPL-IGLESIA PK LT POLE BASE CVRS	520.43
US BANK PURCHASING CARD PROGRAM	EM 7/02 HOMEDEPOT-IGLESIA PK CONCRETE CURBING	442.77
US BANK PURCHASING CARD PROGRAM	EM 7/02 HOMEDEPOT - IPCC MTLS REFUND	(26.95)
US BANK PURCHASING CARD PROGRAM	EM 7/02 HOMEDEPOT-IGLESIA PK ELECT MTLS TENNIS CTS	49.18
US BANK PURCHASING CARD PROGRAM	EM 7/01 HOMEDEPOT-IGLESIA PK ELECT MTLS TENNIS CTS	179.05
SO CAL EDISON	JUL'25 ACCT#7997 IGLESIA PARK ELECTRICITY	34.76
IGLESIA PARK TOTAL:		11,249.69

IGLESIA BUILDING

IRIS GROUP HOLDINGS LLC	8/17/25-11/16/25 IGLESIA ALARM MONITORING	178.21
US BANK PURCHASING CARD PROGRAM	EM 6/30 SEPULVEDA BLDG-IGLESIA CTR PAVER SAND	489.72
US BANK PURCHASING CARD PROGRAM	EM 7/02 LIGHTING SUPL-IGLESIA CTR LIGHT FIXTURES	514.88
US BANK PURCHASING CARD PROGRAM	EM 7/01 SOUTH COAST SHINGLE-IPCC ROOF MTLS REFUND	(293.25)
SO CAL EDISON	JUL'25 ACCT#7997 IGLESIA PARK BLDG ELECTRICITY	1,983.64
IGLESIA BUILDING TOTAL:		2,873.20

PLANNING

US BANK PURCHASING CARD PROGRAM	SK 7/07 APA-CONFERENCE REGISTRATION 9/28-10/01 RR	682.50
US BANK PURCHASING CARD PROGRAM	SK 7/17 WEBB'S GRAINWORKS-TEAM BUILDING LUNCH	180.52
US BANK PURCHASING CARD PROGRAM	SK 7/03 AMAZON - SK TO REIMB	31.20
PLANNING TOTAL:		894.22

CODE ENFORCEMENT

US BANK PURCHASING CARD PROGRAM	SK 7/08 EXTRA SPACE STORAGE-CODE ENFORCEMENT	729.20
CODE ENFORCEMENT TOTAL:		729.20

ENGINEERING (GENERAL)

MURPHY SWITCH OF CA	AUG'25 MURCAL IOT SMARTCOMMAND MONITORING SERVICE	450.00
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Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	EM 6/25 TOMS CHINO-HAZWRKER OPER TRNG LUNCH(EM/KB)	35.13
US BANK PURCHASING CARD PROGRAM	KB 7/08 THE HOMEDEPOT-LIFT STATION FUSES & CLEANER	63.94
US BANK PURCHASING CARD PROGRAM	KB 7/15 AMAZON - LIFT STATION MOTOR LUGZ	72.39
US BANK PURCHASING CARD PROGRAM	KB 7/08 THE HOMEDEPOT - LIFT STATION PUMP FUSES	71.76
US BANK PURCHASING CARD PROGRAM	SP 7/02 SOUTHWEST - APWA CONFERENCE FLIGHT	267.67
	ENGINEERING (GENERAL) TOTAL:	960.89
STREET MAINTENANCE		
US BANK PURCHASING CARD PROGRAM	EM 6/30 WHITE CAP- MATERIAL FOR STREETS	155.35
US BANK PURCHASING CARD PROGRAM	EM 7/17 HOMEDEPOT-STRIPING PAINT STOP LEGEND/BAR	130.91
US BANK PURCHASING CARD PROGRAM	EM 7/16 HOMEDEPOT-MATERIAL STREETS	21.49
	STREET MAINTENANCE TOTAL:	307.75
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	AUG'25 LAW ENFORCEMENT/BODY CAMERAS/IN CAR VIDEO	944,992.18
	LAW ENFORCEMENT-CONTRACT TOTAL:	944,992.18
LAW ENFORCEMENT-OTHER		
SEAVCO INC	JUL'25 BMW REPAIR - MOTORCYCLE SERVICE	1,151.25
US BANK PURCHASING CARD PROGRAM	JD 6/30 COSTCO-4TH OF JULY EVENT	103.18
US BANK PURCHASING CARD PROGRAM	JD 7/11 REVZILLA-MOTORCYCLE BOOTS	254.88
US BANK PURCHASING CARD PROGRAM	JD 7/04 BAD TO THE BONE BBQ-4TH OF JULY EVENT	791.96
US BANK PURCHASING CARD PROGRAM	JD 7/03 RALPH-4TH OF JULY EVENT	13.87
US BANK PURCHASING CARD PROGRAM	JD 7/04 RALPHS-4TH OF JULY EVENT	13.87
US BANK PURCHASING CARD PROGRAM	JD 7/10 JM TROPHIES-AV NAMEPLATES FOR DEPUTIES	112.58
COUNTY OF ORANGE	JUN'25 TECH CHARGES/RADIO REPAIR	106.95
	LAW ENFORCEMENT-OTHER TOTAL:	2,548.54
ANIMAL CONTROL		
CITY OF MISSION VIEJO	JUL-SEP'25 ANIMAL CONTROL AND SHELTER SERVICES	144,391.00
	ANIMAL CONTROL TOTAL:	144,391.00
EOC		
US BANK PURCHASING CARD PROGRAM	DL 7/14 EXTRA SPACE - OFFSITE STORAGE #A1554	336.00
US BANK PURCHASING CARD PROGRAM	EM RCS 7/08 AMERICAN AED PAD REPLACEMENTS AVR	495.65
US BANK PURCHASING CARD PROGRAM	JD 6/30 AV SELF STORAGE-PUBLIC SAFETY JUL'25	475.00
	EOC TOTAL:	1,306.65
	GENERAL FUND TOTAL:	1,154,918.93

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL

FOSTERS' GARDENS INC	JUL'25 CH INTERIOR PLANT MAINTENANCE	115.00
NIEVES LANDSCAPE INC	JUL'25 LANDSCAPE MAINTENANCE CH	724.89
NIEVES LANDSCAPE INC	JUL'25 LANDSCAPE MAINTENANCE - SPRINKLERS CH	1,111.60
SO CAL EDISON	JUL'25 ACCT#7189 CH ELECTRICITY	6,794.94
US BANK PURCHASING CARD PROGRAM	KB 7-17 O'REILLY AUTO PARTS - ANTI FREEZE FOR GEN	15.07
US BANK PURCHASING CARD PROGRAM	KB 7/18 O'REILLY AUTO PARTS - ANTI FREEZE FOR GEN	43.07
MOULTON NIGUEL WATER DIST	ACCT#65408/65407/65406 CH WATER SVC	1,051.43
	NON-DEPARTMENTAL TOTAL:	9,856.00
	GEN. FD-CITY HALL TOTAL:	9,856.00

103 - GF-AV RECREATION SERVICES

RAQUEL SCARDINA	AUG'25 REC1 REFUND-RAQUEL SCARDINA-TRANSFER CREDIT	65.00
NEHA CHOUDHARY	AUG'25 REC1 REFUND-NEHA CHOUDHARY-ADMIN FEE	5.00
NEHA CHOUDHARY	AUG'25 REC1 REFUND-NEHA CHOUDHARY-CANCELLATION	225.00
		295.00

RECREATION SERVICES

CSG FORTE PAYMENTS, INC	JUL'25 CREDIT CARD SERVICE FEES - POS	1,454.73
CSG FORTE PAYMENTS, INC	JUL'25 CREDIT CARD SERVICE FEES - WEB	2,434.03
LAURELINDA HAUSSON	SC25-PAE083/064/008/009/027/065/068/060/004/010-77	15,215.80
GARDAWORLD	AUG'25 AVR - CASH COURIER SERVICE	493.42
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-POPSICKLE STICKS FOR CITY DAY CAMP	17.22
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-24 ROLL LANYARDS FOR CITY DAY CAMP	36.62
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-BALL PUMP FOR CITY DAY CAMP	21.53
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-SPRAY BOTTLES FOR CITY DAY CAMP	8.16
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-32 ROLL LANDYARDS FOR CITY DAY CAMP	41.09
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-DRAWSTINGS BAG FOR CITY DAY CAMP	15.02

Vendor Name	Description (Item)	Amount
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-JUMP ROPE FOR CITY DAY CAMP	10.76
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-NERF FOOTBALL FOR CITY DAY CAMP	10.98
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-2 BARREL TRASH CANS FOR AVR	1,075.34
LYONS SECURITY SERVICE IN	JUL'25 GCF SECURITY SERVICES	924.00
LYONS SECURITY SERVICE IN	JUL'25 AVR EVENT SECURITY SERVICES	2,268.75
FOSTERS' GARDENS INC	JUL'25 AVR INTERIOR PLANT MAINTENANCE	110.00
RICOH USA	APR-JUN'25 C2500 AVR PRINTS (8774)	428.48
CINTAS CORPORATION NO. 2	AUG'25 AVR FIRST AID SUPPLIES	102.53
SKYHAWKS SPORTS ACADEMY, LLC	SUMMERCLASS25-SCL014/015/018/019 MULTISPORT-18 PAR	1,198.80
SKYHAWKS SPORTS ACADEMY, LLC	SUMMERCAMP25-SKY016 LACROSSE CAMP-10 PARTICIPANTS	1,188.00
KIMBERLY KRANTZ	SUMMERCLASS25-SCL020 POETRY-4 PARTICIPANTS	132.00
JOHN DAVID ALLEN JR	SUMMERCLASS25-SCL033/012 TENNIS-10 PARTICIPANTS	324.00
TIMOTHY DANA BOWEN	SUMMERCAMP25-PWT006/007/008 LEGO -10 PARTICIPANTS	1,878.00
M B B & D LLC	SUMMERCAMP25-CNJ012/010/011/LPU CODING-16 PARTICIP	4,070.20
LAURELINDA HAUSSON	SCMP25-PAE079/039/023/020/059/LPU/077/033/036-46 P	6,649.80
PREMIER AQUATIC SERVICES	SUMMERCAMP25-PAK007/PAM007 SPLASH CAMP-16 PARTICI	4,020.00
KIMBERLY DOWNEY ESMOND	SUMMERCAMP25-LPU/SOC002/003 DANCE-13 PARTICIPANTS	1,896.00
BEELER AQUATICS, INC	SUMMERCAMP2025-BCL006/LMS006 BEACH CAMP- 4 PARTICI	1,447.60
JENNIFER BALES	SUMMERCAMP25-TTS003 CAMP BROADWAY-7 PARTICIPANTS	912.00
BREAKTHROUGH SPORTS LLC	SUMMERCAMP2025 -BTS012/013 VOLLEYBALL-9 PARTICIPAN	1,349.40
EPC PLAYTIME	SUMMERCAMP25-EPC003 SPORTS CAMP- 9 PARTICIPANTS	1,164.60
CULINARY COOKINGS KIDS LLC	SUMMERCAMP25-CKC005/006 CULINARY KIDS- 42 PARTICIP	6,744.00
PREMIER AQUATIC SERVICES	SUMMERCAMP25-PAK008 SPLASH CAMP-5 PARTICIPANTS	1,350.00
CORAL BAY HOME LOANS	SUMMERCAMP25-SKT002 SKATEBOARDING-13 PARTICIPANTS	2,125.20
CHALLENGER SPORTS CORP	SUMMERCAMP25-CSC002/003 SOCCER-11 PARTICIPANTS	1,491.00
CULINARY COOKINGS KIDS LLC	SUMMERCAMP25-CKC007/008 CULINARY KIDS-55 PARTICI	8,640.00
BREAKTHROUGH SPORTS LLC	SUMMERCAMP25-BTS008/009 BASKETBALL CAMP-22 PARTICI	3,810.00
JENNIFER BALES	SUMMERCLASS25-SCL004 STORYTIME-5 PARTICIPANTS	75.00
JENNIFER BALES	SUMMERCAMP25-TTS007 SINGERS CAMP-11 PARTICIPANTS	1,365.00
STAPLES ADVANTAGE	JUL'25 RCS OFFICE SUPPLIES	42.96
L & O ALISO VIEJO, LLC	SUMMERCLASS25-SCL058 PICKLEBALL/SCL066 SOUNDBATH-5	227.50
JOHN DAVID ALLEN JR	SUMMERCAMP25-JAT005 TENNIS CAMP-14 PARTICIPANTS	1,293.60
BEELER AQUATICS, INC	CAMPS2025-BCL008 BEACH CAMP-4 PARTICIPANTS	1,280.30
BRAINSTORM STUDIOS, LLC	SUMMERCAMP25-BST006 ROBOTICS-9 PARTICIPANTS	1,310.40
BREAKTHROUGH SPORTS LLC	VOLLEYBALL NET FOR PROGRAM (DICK'S SPORTING GOODS)	(107.74)
LAURELINDA HAUSSON	CAMP25-PAE051/074/044/070/046/055- 56 PARTICIPANTS	12,003.60
BREAKTHROUGH SPORTS LLC	SUMMERCAMP25-BTS014/015VOLLEYBALL CAMP-9 PARTICIPA	1,602.00
PREMIER AQUATIC SERVICES	SUMMERCAMP25- PAK009/PAM009 SPLASH CAMP-18 PARTICI	4,680.00
JENNIFER BALES	SUMMERCAMP25-TTS010/011/LPU CAMP BROADWAY-10 PARTI	1,165.00
NIEVES LANDSCAPE INC	JUL'25 LANDSCAPE MAINTENANCE AVR	2,419.14
NIEVES LANDSCAPE INC	JUL'25 LANDSCAPE MAINTENANCE-AVR VALVE REPAIR	1,544.44
US BANK PURCHASING CARD PROGRAM	EM RCS 7/14 MEDIEVAL TIMES - TICKET ORDER CDC	1,967.15
GOTO COMMUNICATIONS	AUG'25 AVR GOTO VOIP SERVICE & SUPPORT	662.00
TANGENT COMPUTERS INC	7/23/25-8/22/25 AVR O365 LICENSING AND SUPPORT	502.00
US BANK PURCHASING CARD PROGRAM	JB 7/10 IRVINE LANES-CDC WK 5 EXCURSION	624.00
US BANK PURCHASING CARD PROGRAM	JB 7/09 SUBWAY-CDC WK 5 EXCURSION LUNCH	43.02
US BANK PURCHASING CARD PROGRAM	JB 7/03 JOHN'S INCRED PIZZA-CDC WK 4 EXCURSION	1,172.40
US BANK PURCHASING CARD PROGRAM	JNL 7/01 EVENTDRAW-SOFTWARE	2,155.50
US BANK PURCHASING CARD PROGRAM	JNL 7/01 CITY LAGUNA BCH-PARKING METER PROG AUDIT	3.50
US BANK PURCHASING CARD PROGRAM	JNL 7/10 SUBWAY-STAFF EXCURSION MEAL	5.99
SO CAL EDISON	JUL'25 ACCT#4551 FARM ELECTRICITY	418.42
SO CAL EDISON	JUL'25 ACCT#6247 AVR ELECTRICITY	3,611.19
US BANK PURCHASING CARD PROGRAM	KB 7/14 THE HOMEDEPOT - AVR BOLLARD REPAIR	19.33
MOULTON NIGUEL WATER DIST	ACCT#105234/104936/104935/104986 RANCH WATER SVC	1,661.24
MOULTON NIGUEL WATER DIST	ACCT#104515/104519 FARM WATER SVC	430.28
RECREATION SERVICES TOTAL:		117,236.28
GF-AV RECREATION SERVICES TOTAL:		117,531.28

203 - GAS TAX

STREET MAINTENANCE

BEAR ELECTRICAL SOLUTIONS INC	JUL'25 HUMMINGBIRD SPEED SIGNS	16,163.68
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	JUL'25 USA DATABASE MAINT + 41 TICKETS	92.00
NIEVES LANDSCAPE INC	JUL'25 LANDSCAPE MAINTENANCE MEDIANS	1,695.68
NIEVES LANDSCAPE INC	JUL'25 LANDSCAPE MAINTENANCE-LEAK MEDIANS	489.24

Vendor Name	Description (Item)	Amount
SO CAL EDISON	JUL'25 ACCT#2125 GS1 MEDIAN ELECTRICITY	57.88
SO CAL EDISON	JUL'25 ACCT#6377 LS2 ST LIGHTS ELECTRICITY	1,237.47
SO CAL EDISON	JUL'25 ACCT#7241 LS1 ST LIGHTS ELECTRICITY	18,149.38
SO CAL EDISON	JUL'25 ACCT#8254 TC1 ST LIGHTS ELECTRICITY	4,200.62
MOULTON NIGUEL WATER DIST	ACCT#64613/64615/65346 MEDIANS WATER SVC	1,993.51
STREET MAINTENANCE TOTAL:		44,079.46
GAS TAX TOTAL:		44,079.46

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	JUL'25 AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM	1,500.00
COUNTY OF ORANGE	AUG'25 E CITATION/MDC EQUIPMENT	6,918.26
LAW ENFORCEMENT-OTHER TOTAL:		8,418.26
PUBLIC SAFETY GRANTS TOTAL:		8,418.26

231 - OTHER GRANTS

OTHER GRANTS

COUNTY OF ORANGE	AUG'25 BEHAVIORAL HEALTH BUREAU - PLHA GRANT	2,692.92
OTHER GRANTS TOTAL:		2,692.92
OTHER GRANTS TOTAL:		2,692.92

261 - CITY FAC.-AQUATIC CENTER

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

GEN-AQUATIC CENTER

GARDAWORLD	AUG'25 AQC - CASH COURIER SERVICE	549.22
PREMIER AQUATIC SERVICES	AUG'25 AQC MANAGEMENT FEE	12,083.00
AQUATIC TECHNOLOGIES, INC	JUN'25 SPA BOILER REPLACEMENT - AQC	4,141.56
AQUATIC TECHNOLOGIES, INC	7/10/25 VALVE REPLACEMENT FOR SPA HEATER- AQC	1,403.69
NIEVES LANDSCAPE INC	JUL'25 LANDSCAPE MAINTENANCE AQC	975.59
US BANK PURCHASING CARD PROGRAM	KB 6/30 THE HOME DEPOT - AQC GATE REPAIR	39.25
US BANK PURCHASING CARD PROGRAM	KB 7/16 THE HOMEDEPOT - AQC REC POOL GATE REPAIR	69.82
US BANK PURCHASING CARD PROGRAM	KB 7/16 THE HOMEDEPOT - AQC HINGE REPAIR	154.83
MOULTON NIGUEL WATER DIST	ACCT#64095/64096 AQC WATER SVC	471.67
GEN-AQUATIC CENTER TOTAL:		19,888.63
CITY FAC.-AQUATIC CENTER TOTAL:		18,680.33

311 - STREET IMPROVEMENTS

SAVI CONSTRUCTION INC	JUL'25 RETENTION - ADA CURB RAMP PROJECT	(11,205.00)
		-11,205.00

STREETS & HIGHWAYS

SAVI CONSTRUCTION INC	JUL'25 ADA CURB RAMP PROJECT	224,100.00
STREETS & HIGHWAYS TOTAL:		224,100.00
STREET IMPROVEMENTS TOTAL:		212,895.00

721 - COMMUNITY TRUST

TRUST FUND

M&J PAUL ENTERPRISES INC	DEPOSIT - 2025 TREE LIGHTING RENTAL - SPONSORSHIPS	4,997.50
TRUST FUND TOTAL:		4,997.50
COMMUNITY TRUST TOTAL:		4,997.50

GRAND TOTAL: 1,574,069.68

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,154,918.93	1,154,918.93
102 - GEN. FD-CITY HALL	9,856.00	9,856.00
103 - GF-AV RECREATION SERVICES	117,531.28	117,531.28
203 - GAS TAX	44,079.46	44,079.46

Fund Summary

Fund	Expense Amount	Payment Amount
215 - PUBLIC SAFETY GRANTS	8,418.26	8,418.26
231 - OTHER GRANTS	2,692.92	2,692.92
261 - CITY FAC.-AQUATIC CENTER	18,680.33	18,680.33
311 - STREET IMPROVEMENTS	212,895.00	212,895.00
721 - COMMUNITY TRUST	4,997.50	4,997.50
Grand Total:	<u>1,574,069.68</u>	<u>1,574,069.68</u>

Report Summary**Fund Summary**

Fund	Payment Amount
101 - GENERAL FUND	1,154,918.93
102 - GEN. FD-CITY HALL	9,856.00
103 - GF-AV RECREATION SERVICES	117,531.28
203 - GAS TAX	44,079.46
215 - PUBLIC SAFETY GRANTS	8,418.26
231 - OTHER GRANTS	2,692.92
261 - CITY FAC.-AQUATIC CENTER	18,680.33
311 - STREET IMPROVEMENTS	212,895.00
721 - COMMUNITY TRUST	4,997.50
Grand Total:	1,574,069.68

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	266.97
101-2505-000	DENTAL INSURANCE PA...	1,927.28
101-2508-000	VISION INSURANCE PAY...	298.39
101-4-1501-4521-000	MEMBERSHIP & DUES	400.00
101-4-1503-4309-000	OTHER CONTRACTUAL S...	205.80
101-4-1503-4520-000	MTGS/CONF./TRNG & D...	35.12
101-4-1503-4521-000	MEMBERSHIP & DUES	254.18
101-4-1601-4305-000	TECHNOLOGY SERVICES	4,000.00
101-4-1601-4611-000	PUBLICATIONS/REF MAT...	37.84
101-4-2501-4301-000	PROFESSIONAL SERVICES	4,898.32
101-4-2501-4309-000	OTHER CONTRACTUAL S...	35.00
101-4-2501-4520-000	MTGS/CONF./TRNG & D...	1,114.58
101-4-3101-4301-000	PROFESSIONAL SERVICES	2,300.00
101-4-3101-4305-000	TECHNOLOGY SERVICES	1,995.44
101-4-3101-4481-000	COMPUTER EXPENSE	3,622.50
101-4-3501-4431-000	BUILDING & GROUND M...	4,053.21
101-4-3501-4471-000	RENT	937.56
101-4-3501-4513-000	PRINTING	143.44
101-4-3501-4517-000	VEHICLE MAINTENANCE	313.12
101-4-3501-4522-000	INSURANCE EXPENSES	2,314.00
101-4-3501-4612-000	OPERATING SUPPLIES	989.75
101-4-4101-4501-000	ADVERTISING & PROMO...	12,966.75
101-4-4101-4522-000	INSURANCE EXPENSES	1,186.00
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	354.75
101-4-4101-4601-000	SUPPLIES	15.61
101-4-4102-4411-000	UTILITIES	34.76
101-4-4102-4431-000	BUILDING & GROUND M...	11,214.93
101-4-4103-4309-000	OTHER CONTRACTUAL S...	178.21
101-4-4103-4411-000	UTILITIES	1,983.64
101-4-4103-4431-000	BUILDING & GROUND M...	711.35
101-4-4401-4520-000	MTGS/CONF./TRNG & D...	863.02
101-4-4401-4612-000	OPERATING SUPPLIES	31.20
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	729.20
101-4-4501-4520-000	MTGS/CONF/TRNG & D...	302.80
101-4-4501-4701-000	NPDES	658.09
101-4-4503-4771-000	C.S-STREET MAINTENAN...	307.75
101-4-5101-4308-000	LAW ENFORCEMENT	944,992.18
101-4-5102-4462-000	EQUIP MAINT-800MHZ ...	106.95
101-4-5102-4517-000	VEHICLE MAINTENANCE	1,406.13
101-4-5102-4535-000	SPECIAL EVENTS	922.88
101-4-5102-4612-000	OPERATING SUPPLIES	112.58
101-4-5301-4722-000	C.S-ANIMAL CARE SERVI...	144,391.00
101-4-5401-4471-000	RENT	811.00
101-4-5401-4612-000	OPERATING SUPPLIES	495.65

Account Summary

Account Number	Account Name	Payment Amount
102-4-3501-4411-000	UTILITIES	7,846.37
102-4-3501-4431-000	BUILDING & GROUND M...	2,009.63
103-34150	OTHER INCOME	5.00
103-34161	CONTRACT CLASSES	290.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	3,747.98
103-4-4105-4309-000	OTHER CONTRACTUAL S...	90,504.56
103-4-4105-4411-000	UTILITIES	5,272.43
103-4-4105-4431-000	BUILDING & GROUND M...	6,361.66
103-4-4105-4451-000	FARM OPERATING EXPE...	1,772.70
103-4-4105-4561-000	TAXES/FEES/PERMITS	4,382.18
103-4-4105-4570-000	CITY CAMP EXPENSE	3,973.94
103-4-4105-4601-000	SUPPLIES	145.49
103-4-4105-4620-000	MINOR EQUIPMENT	1,075.34
203-4-4503-4411-000	UTILITIES	25,638.86
203-4-4503-4771-000	C.S-STREET MAINTENAN...	18,440.60
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM...	8,418.26
231-4-6131-4309-000	OTHER CONTRACTUAL S...	2,692.92
261-2103-000	RETENTIONS PAYABLE	-1,208.30
261-4-6161-7401-000	EQUIPMENT MAINTENA...	5,545.25
261-4-6161-7411-000	UTILITIES	471.67
261-4-6161-7421-000	BUILDING & GROUND M...	1,239.49
261-4-6161-7445-000	FEES & PERMITS	549.22
261-4-6161-7451-000	MANAGEMENT FEES	12,083.00
311-2103-000	RETENTIONS PAYABLE	-11,205.00
311-4-8301-5701-000	CONSTRUCTION	224,100.00
721-4-7501-6103-000	COLLABORATIVE EVENTS...	4,997.50
Grand Total:		1,574,069.68

Project Account Summary

Project Account Key	Payment Amount
None	1,247,178.46
1002SUMMERCAMP	88,543.76
1002SUMMERCLASS	1,957.30
10044309	2,692.92
1045701	224,100.00
9014612	425.80
9024612	200.00
9936103	4,997.50
9974570	3,973.94
Grand Total:	1,574,069.68

City of Aliso Viejo

AGENDA ITEM



DATE: September 3, 2025

TO: Mayor and City Council

FROM: Shaun Pelletier, Public Works Director / City Engineer

SUBJECT: AGREEMENT WITH PRECISION CONCRETE CUTTING FOR SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL SERVICES

Recommended Actions:

1. Approve an agreement with Precision Concrete Cutting to perform sidewalk assessment and trip hazard removal services for a term of 3 years and total compensation amount of \$150,000; and
2. Authorize the City Manager to execute the agreement.

Fiscal Impact:

The City has spent between \$50,000 and \$150,000 annually on sidewalk trip hazard removal in the last several years. The FY 2025-26 budget has allocated \$50,000 in Gas Tax funds for this work, and the budget will be monitored and evaluated throughout the year. The Master Services Agreement negotiated through California Joint Powers Insurance Authority (CJPIA) includes competitive pricing and allows for annual CPI increases up to 3%.

Background:

The City of Aliso Viejo is responsible for approximately 140 miles of public sidewalk. Trip hazards in the right of way are often created by various weather and soil conditions that expand the concrete and lift the panels or lead tree roots to extend underneath a sidewalk and uplift a portion of concrete. The City mitigates these pedestrian trip hazards through various construction methods such as removing and replacing concrete sections, grinding, and asphalt ramps.

Through the City's membership in the California Joint Powers Insurance Authority (CJPIA), the City has access to a Master Services Agreement with Precision Concrete Cutting (Precision) for concrete repair services. This allows the City to benefit from favorable government pricing and mitigate lifted concrete through Precision's proprietary process of evening out displacements of 3/4" or greater. As a result, this agreement will enable a smoother, ADA-compliant path of travel. This method also provides substantial cost savings of up to 80% over traditional removal and replacement. Additionally, this

Master Services Agreement is endorsed by the CJPIA, which serves as the City's risk management/insurance provider.

Discussion:

The City has historically managed sidewalk trip hazard removals through the Street and Storm Drain Maintenance Contract with PV Maintenance. As the streets and sidewalks age, more time and costs have been allocated toward the sidewalk trip hazard removal work to help ensure pedestrian safety. Sidewalk grinding is the typical method utilized, with removal and replacement only if necessary. Staff now recommends a separate agreement to better manage risk assessment, prioritization, and trip hazard removals.

The CJPIA Master Services Agreement with Precision Concrete Cutting offers several scope of work options including assessment only, removal only, and both assessment and removal. Staff recommends the assessment and removal scope. During this initial year of the agreement staff will work with Precision to identify high priority areas to address first. Further assessment will help establish future budget needs.

Attachment:

1. Agreement with Precision Concrete Cutting

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, 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 **Precision Concrete Cutting; a corporation**, with its principal place of business at **320 State Place, Escondido, CA 92029** (“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 **sidewalk assessment and trip hazard removal** contractor services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **sidewalk assessment and trip hazard removal** contractor 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 **sidewalk assessment and trip hazard removal** 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 **sidewalk assessment and trip hazard removal** contractor 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 3, 2025 to June 30, 2028**, 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: **Parker Yocum**.

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 **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 **Parker Yocum**, 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, consultants 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: 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 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 (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 **One Hundred Fifty Thousand DOLLARS (\$150,000)** (“Total Compensation”) without written approval of City’s **City Manager**. Extra Work up to **(\$15,000)** 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:

**Precision Concrete Cutting
320 State Place
Escondido, CA 92029
Attn: Parker Yocum**

City:

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

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, consultants 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 PRECISION CONCRETE CUTTING**

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement
on this ____ day of _____, 202__.

CITY OF ALISO VIEJO

PRECISION CONCRETE CUTTING

Approved:

By: _____

Mitzi Ortiz
City Manager

By: _____

Ronald Durna, CEO

ATTEST:

By: _____

Kevin Yocum, COO

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

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:

Escondido, San Diego, CA
City/County/State

8/5/25
Date

Precision Concrete Cutting
Name of Business

Kevin Yocum
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.

Precision Concrete Cutting Kevin Yocum
Name of Business Print Name

Kevin Yocum _____
Signature

8/5/25 _____
Date

EXHIBIT “A”

SCOPE OF SERVICES

See attached Master Service Agreement dated February 15, 2023 between Precision Concrete Cutting and California Joint Powers Insurance Authority.

Areas shall be prioritized and approved by the City prior to commencement of work.

MASTER SERVICE AGREEMENT

This Master Services Agreement (AGREEMENT) made as of this date, February, 15, 2023, by and between Precision Concrete Cutting (“CONTRACTOR”) and The California Joint Powers Insurance Authority (“AUTHORITY”).

This AGREEMENT is created for the sole purpose of establishing an agreed-upon set of services and related costs in order to allow California JPIA members (“MEMBER”) access to professional sidewalk inspection and maintenance services.

Further, this AGREEMENT creates no obligation or expectation that any work will result from this agreement. The CONTRACTOR’s specific services are defined below, and are available to members on as as-needed basis; the exact terms and conditions of such services are to be arranged between CONTRACTOR and MEMBER. MEMBERS are responsible for initiating and requesting any work of CONTRACTOR.

Service Option 1

SIDEWALK ASSESSMENT SERVICES

CONTRACTOR will inspect sidewalks and provide a written inspection report in the format approved by the MEMBER (optional curbs and gutters can be included in the scope of work). The inspection reports shall include the identification, location, and description of each problem and recommended action to be taken. The format and information required may be changed at the request of MEMBER with the agreement of both parties.

Sidewalk Assessment Fee Schedule

Cost Per Sidewalk Mile	Total Sidewalk Miles	Estimated Cost per Day	Estimated Man Days	Total Estimate Assessment Cost
\$455.00	TBD	\$1,000	TBD	\$ TBD

Sample Services and Responsibilities

1. MEMBER shall provide maps of specified areas to CONTRACTOR.
2. CONTRACTOR shall inspect public right-of-ways designated on the maps.
3. CONTRACTOR shall use current ADA standards and Member standards in determining tripping hazards. These hazards shall include, but not be limited to:
 - a) Differential displacement between sidewalk sections 3/8 inch or greater
 - b) Spall surfaces, holes in surfaces, and cracks above 1 inch wide or greater
 - c) Deteriorated joints that have an eroded condition and are 1/2 inch wide or greater
4. CONTRACTOR shall record location of damaged sections in a GPS device.

5. Data entered into the GPS device shall be provided in writing to the MEMBER.
6. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
 - a. Identification and description of each problem condition
 - b. Physical address and location including GPS location data
 - c. Size of the hazards in height, length, and square foot
 - d. Probable cause of the hazard, if evident
 - e. Pictures of damaged areas
 - f. Priority for repair; high, medium, low
 - g. Recommended action to be taken.
7. CONTRACTOR shall report to the MEMBER the results of the inspection upon completion.

Service Option 2

SIDEWALK TRIP HAZARD REMOVAL

Hazard Class	Small 3/8" to 1/2"	Medium >1/2" to 1"	Large >1"	Lineal Foot per Location	Square Foot per Location
Price per Hazard	\$31.00	\$62.00	\$125.00	5 lin. feet	25 sq. ft.

CONTRACTOR shall be paid a fee for specialized trip-hazard repair service on lifted sidewalk with a difference in vertical elevation above 1/4" to 2 1/2".

The fee paid to CONTRACTOR for trip-hazard removal shall be charged on a cost per hazard category per 5 lineal feet location. A removal of a trip hazard greater than 5 lineal feet shall be charged incremental cost per 5 feet location for the hazard class as follows:

Example: A less severe hazard (3/8" to 1/2" high) that is 7 lineal feet long shall be charged 2 locations (7 lineal feet = 5 feet + 2 feet) = \$31 x 2 locations = \$62.00

Sample Services and Responsibilities

1. CONTRACTOR shall repair sidewalk trip hazards above 1/4" and up to 2 1/2" in designated work areas as determined by the MEMBER.
2. CONTRACTOR shall remove hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving a zero point of differential between slabs.
3. CONTRACTOR shall not cause any damage to landscaping, trees, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If CONTRACTOR and/or CONTRACTOR's equipment does cause damage to above, the MEMBER must

be notified immediately and damages must be repaired at the CONTRACTOR's expense within 24 hours of the time the damage occurred.

4. CONTRACTOR shall completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.
5. CONTRACTOR shall repair each sidewalk trip hazard without damage to adjacent slab(s) or curb(s).
6. CONTRACTOR shall cut dry with dust abatement mechanism. No water-cooling is allowed, which creates slurry and contaminates storm drains or causes excessive environmental impact.
7. CONTRACTOR shall submit an itemized summary of all repaired hazards which includes:
 - a. The specific hazard height – both high side and low side measurement – in 8ths of an inch
 - b. The actual length of the repair to the nearest ½ foot
 - c. The total width of actual repair to the nearest ½ foot
 - d. The square feet of the effective panel from joint to nearest joint or score line
 - e. The calculated unit for measurement shall be the square foot of the effected panel
 - f. The physical location (address) of each repair
 - g. Pictures of each repair as requested
 - h. Itemized cost of each repaired trip hazard
8. CONTRACTOR shall submit a detailed invoice setting forth the services performed, in accordance with the formula for saw-cutting calculations. All invoices must show the cut depth, size, length, width, square feet, address, the number of locations, and the date repaired for each hazard removal.

The billing unit for invoice calculation shall be the number of locations where one (1) location is up to 5 lineal feet.
9. CONTRACTOR shall guarantee specified repair slope (1:12 or 1:8 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, CONTRACTOR must repair to specification at no additional charge within 24 hours of discovery.
10. CONTRACTOR shall guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a co-efficient of friction of at least 0.6.
11. Method of trip-hazard removal shall entail precise saw-cutting performed with hand-held, electric-powered equipment, using a machined hub and flush-mounted, diamond-tipped blades. Must be capable of cutting at any angle and perform trip-hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, and next to fences and retaining walls or buildings.

12. CONTRACTOR shall make its best effort to notify residents 3 days in advance of any work and schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and allow access by pedestrians and emergency, delivery and service vehicles at all times.

Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.

13. CONTRACTOR shall take precautions during saw-cutting operations not to disfigure, scar, or impair the health of any tree on public or private property.

Service Option 3

SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL

Hazard Class	Small 3/8" to 1/2"	Medium >1/2" to 1"	Large >1"	Lineal Foot per Location	Square Foot per Location
Price per Hazard	\$37.00	\$74.00	\$148.00	5 lin. Feet	25 sq. ft.

See sample services and responsibilities under respective sections in Service Option 1 and Service Option 2.

Service Option 4

FIVE-YEAR MAINTENANCE PROGRAM

Hazard Class	Small 3/8" to 1/2"	Medium >1/2" to 1"	Large >1"	Lineal Foot per Location	Square Foot per Location
Price per Hazard	\$37.00	\$74.00	\$148.00	5 lin. Feet	25 sq. ft.

Sample Sidewalk Survey Services and Responsibilities

1. CONTRACTOR shall perform annual, semi-annual, or quarterly sidewalk inspection as determined by the scope of services to be defined by terms mutually set between the MEMBER and CONTRACTOR.
2. CONTRACTOR shall specify problems and recommend action to be taken.
3. CONTRACTOR shall prioritize the areas and problems to be resolved.
4. CONTRACTOR shall identify repairs to be accomplished by saw cutting.
5. CONTRACTOR shall identify spall surfaces, holes in surfaces, and cracks above 1" wide or greater.
6. CONTRACTOR shall recommend areas to be demolished and replaced.
7. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
 - a. Identification and description of each problem condition

- b. Physical address and location including GPS location data
- c. Size of the hazards in height, length, and square foot
- d. Probable cause of the hazard, if evident
- e. Pictures of damaged areas
- f. Priority for repair; high, medium, low
- g. Recommended action to be taken.
- h. CONTRACTOR shall report to the MEMBER the results of the inspection upon completion.

Sample Sidewalk Trip Hazard Removal Services and Responsibilities

1. CONTRACTOR shall make repairs and recommendations to achieve the lowest overall cost to the MEMBER.
2. CONTRACTOR shall remove the existing trip hazards by saw cutting changes in elevation between adjacent panels from above ¼ inch up to 2 ½ inches in height as specified in the scope of work defined by mutually set terms between the MEMBER and CONTRACTOR.
3. The MEMBER shall set a fixed budget “not to exceed” per month, per quarter, or per year.
4. CONTRACTOR shall provide in-depth report, audit-able for maintenance and risk management

Sample Remove/Replacement Survey Reporting Services and Responsibilities

1. CONTRACTOR shall survey and report all areas not recommended for saw cutting.
2. CONTRACTOR shall identify remove and replacement locations to maximize the repair of locations that truly need to be replaced.
3. CONTRACTOR shall provide a written report that identifies the location, length, width, and square foot measurement of the effected panels to be replaced.
4. CONTRACTOR shall provide GPS locations, maps and photographs of areas recommended for removal and replacement.
5. CONTRACTOR shall provide monthly an in-depth report, audit-able for maintenance and risk management.

Bonding Requirements

Direct cost associated with any specific bonding requirements beyond the required Contractors License Bond including the cost of Performance Bond, Payment Bond, or any other additional bonding requirements are not included in the fee schedule listed above and will be added to the cost of the project.

CPI Escalation

The fees charged by Precision Concrete Cutting which are expressed as stated dollar amounts in this schedule shall be increased annually commencing on the one-year anniversary date of the Effective Date. Any increase must include written justification such as CPI figures and is subject to approval if it exceeds the annual 3% allowable increase.

Authorization

CONTRACTOR shall inspect and report only those sidewalk conditions and trip hazards as specified in the performance in this AGREEMENT, and therefore makes no representation that other trip hazards outside the scope of work have been identified. CONTRACTOR shall not be responsible for conditions outside the control of CONTRACTOR that have changed after completion of the inspections due to tree roots, water, settling, and other causes, and shall not be liable for any claims, losses, or damages arising from known or unknown trip hazards. Additionally, CONTRACTOR shall carry out authorized remediation and repair work as specified in the performance of this AGREEMENT, and based on locations either identified through their inspection process or identified separately from the CONTRACTOR'S inspection process. CONTRACTOR shall be responsible for removal of all trip hazards that have been identified and authorized through the performance of this AGREEMENT. CONTRACTOR shall not be responsible for trip hazards that arise after completion of the remediation and repair work as specified in the performance of this AGREEMENT due to conditions outside the control of the CONTRACTOR, such as tree roots, water, settling, and other causes.

FOR AUTHORITY:

Jonathan Shull

NAME

Chief Executive Officer

TITLE



SIGNATURE

February 7, 2023

DATE

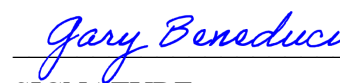
FOR CONTRACTOR:

Gary Beneduci

NAME

General Manager

TITLE



SIGNATURE

February 7, 2023

DATE

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, 2028 to June 30, 2029. The second renewal period shall be from July 1, 2029 to June 30, 2030.

EXHIBIT “C”

COMPENSATION

The fees charged by Precision Concrete Cutting which are expressed as stated dollar amounts in this attached schedule shall be increased annually commencing on the one-year anniversary date of the Effective Date per the Master Service Agreement with CJPIA. Any increase must include written justification such as CPI figures and is subject to approval if it exceeds the annual 3% allowable increase.



ADA Compliant Safe Sidewalks - Sidewalk Assessment Service – Uneven Sidewalk Repair

May 21, 2025

Alex Mellor
Risk Services Director
California JPIA 8081 Moody
Street La Palma, CA 90623

Hello Alex:

In accordance with the terms of our existing CJPIA Master Services Agreement, this letter serves as a formal notice of the annual price adjustment, effective July 1, 2025. This year's adjustment reflects current economic and regulatory conditions that impact the overall cost of service delivery. Key factors influencing this adjustment include:

- A 3.0% increase in the Consumer Price Index (CPI) for Los Angeles-Long Beach-Anaheim, CA Metro Area.
- A 4-5% rise in the Prevailing Wage rates directly affecting labor cost.
- Increase in insurance premiums, driven by the rising cost of defending member cities against trip and fall legal claims.
- Investments required to maintain compliance with California Air Resources Board (CARB) standards for portable power generation.
- Growing demands and related cost associated with data management and reporting as requested by member cities.

These adjustments are necessary to ensure continued service reliability, compliance with state regulations, and alignment with evolving municipal requirements.

We remain committed to delivering the highest quality services and maintaining transparency in our operations. Should you have any questions regarding the adjustment or wish to discuss in further detail, please do not hesitate to contact me directly at 858 699 1089 or garyb@safesidewalks.com.

We appreciate your continued partnership and look forward to another productive year,

Sincerely;

Gary Beneduci
CEO and Treasurer
Precision Concrete Cutting
Los Angeles, Central Coast, Inland Empire, Orange County.



CJPIA MASTER SERVICES AGREEMENT Annual Price Adjustment, July 2025

Precision Concrete Cutting will be implementing the annual 3% allowable price increase in the Master Service Agreement to offset the increase in the CPI, Prevailing Wage, fuel, and other costs incurred over the past year. Please see the breakdown below of the changes to our Schedule of Rates over the previous period. As per the agreement, this price increase is in effect for all quotations, contracts, and amendments beyond the one-year anniversary date of February 15, 2024.

Uneven Sidewalk Repair with Sidewalk Assessment

Hazard Class		Less Severe 1/4" > to 1/2"	Severe 5/8" - 1"	Most Severe Above 1"	Lineal Ft. per LOC	Sq. Ft. per LOC
CJPIA MSA 2024		\$38.11	\$76.22	\$152.44	5	25 Sq Ft
CJPIA MSA 2025		\$39.25	\$78.50	\$157.00	5	25 Sq Ft

Uneven Sidewalk Repair Only

Hazard Class		Less Severe 1/4" > to 1/2"	Severe 5/8" - 1"	Most Severe Above 1"	Lineal Ft. per LOC	Sq. Ft. per LOC
CJPIA MSA 2024		\$31.93	\$63.86	\$128.75	5	25 Sq Ft
CJPIA MSA 2025		\$32.89	\$65.77	\$132.61	5	25 Sq Ft

Survey Only		Per mile
CJPIA MSA 2024		468
CJPIA MSA 2025		482

The current 2023 Master Services Agreement and 2024 Price Adjustment is provided for your reference.

City of Aliso Viejo

AGENDA ITEM



DATE: September 3, 2025

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH KOSMONT & ASSOCIATES, INC. TO PROVIDE ECONOMIC
DEVELOPMENT CONSULTING SERVICES

Recommended Action:

Authorize the City Manager to execute a second amendment to the Professional Services Agreement with Kosmont & Associates, Inc. to increase the total compensation by \$50,000 for continued economic development consulting services.

Fiscal Impact:

The total cost of the amendment with Kosmont and Associates, Inc. is \$50,000. Most of the cost will be reimbursed by development applicants. Costs not reimbursed by applicants are available in the adopted FY 2025-26 budget.

Background:

In May 2015, the City entered into a professional services agreement with Kosmont & Associates, Inc. ("Kosmont") to provide economic development advisory services, primarily associated with the Aliso Viejo Town Center. The original agreement was extended several times and expired in 2023.

In September 2024, the City entered into a Professional Services Agreement with Kosmont & Associates, Inc. to prepare fiscal impact analyses for active development projects to support the negotiation of development agreements, assist the City in evaluating development opportunities, and provide market data analysis. This agreement was extended to one additional year to June 30, 2026, with no additional changes to other terms.

Discussion:

The City currently has several large residential development applications under review. Kosmont & Associates is in the process of preparing fiscal impact assessments and is

nearing completion for two of these applications. All costs associated with this work will be reimbursed by the development applicants. Kosmont will also continue assisting the City in evaluating development opportunities and providing market data analysis. Funding for these services, in the amount of \$50,000, is included in the adopted FY 2025–26 budget.

Looking ahead, Staff intends to issue a Request for Proposals (“RFP”) prior to the next fiscal year to secure economic development consulting services for future development projects. While Kosmont has provided valuable services over the past several years, issuing a RFP ensures that the City continues to receive high-quality services at competitive rates. It also promotes transparency, allows for evaluation of a broader range of expertise, and reaffirms the City's commitment to fiscal responsibility.

Attachments:

1. Second Amendment to Agreement
2. Original Agreement

CITY OF ALISO VIEJO

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTANT SERVICES

1. PARTIES AND DATE.

This Second Amendment to the **Professional Services Agreement for Economic Development Consultant Services** (“Second Amendment”) is entered into on the ____ day of _____, 2025, by and between the City of Aliso Viejo (hereinafter referred to as the “City”) and **Kosmont & Associates** (hereinafter referred to as the Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled **Professional Services Agreement for Economic Development Consultant Services** dated **September 16, 2024** (“Agreement”).

2.2 First Amendment. The Parties entered into a First Amendment dated June 12, 2025 to renew the Agreement for an additional one-year term to June 30, 2026.

2.3 Second Amendment. The Parties now desire to amend the Agreement in order to increase the compensation amount by Fifty Thousand Dollars (\$50,000).

3. TERMS.

3.1 Compensation. The total compensation for the Services provided pursuant to the Agreement, First Amendment, and this Second Amendment shall not exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** without written approval of the City Manager. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered and at rates set forth under the Agreement.

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

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

3.4 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 Second Amendment.

3.5 Counterparts. This Second 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 ECONOMIC DEVELOPMENT CONSULTANT SERVICES
BETWEEN THE CITY OF ALISO VIEJO AND KOSMONT & ASSOCIATES**

IN WITNESS WHEREOF, the parties have executed this Second 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

KOSMONT & ASSOCIATES

**[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

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
ECONOMIC DEVELOPMENT CONSULTANT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 21st day of May, 2015, 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 Kosmont & Associates, Inc., doing business as Kosmont Companies with its principal place of business at 865 South Figueroa Street, 35th Floor, Los Angeles, CA 90017 ("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 economic development 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 economic development consultant 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 Consultant to render such services for the economic development consultant services project ("Project") as set forth in this Agreement.

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 economic development 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 **June 1, 2015 to June 30, 2016**, 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, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. 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: **Ken Hira, Larry Kosmont, Joseph Dieguez and Archie Davenport.**

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 **Glenn Yasui**, 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 **Ken Hira and Larry Kosmont**, 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.

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 one (1) year 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 shall be endorsed to provide the following:

- (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.

3.2.12 Verification of Funds. Pursuant to City Council Policy 300-5, if the Services are for an applicant-initiated project for which a deposit account has been established with the City, Consultant shall verify with the City's Representative that sufficient funds are available in City's deposit account for that project before the commencement of any work or services and periodically as the Services progress.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Thousand Dollars (\$50,000.00)** ("Total Compensation") without written approval of 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. The City Manager may approve Extra Work, provided the cost of the Extra Work, does not exceed ten percent (10%) of the Total Compensation as set forth in Section 3.3.1, for a total increase of \$5,000.00. Any Extra Work in excess of this amount shall be approved by the City Council.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.3.6 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: Kosmont Companies
865 South Figueroa Street, 35th Floor
Los Angeles, CA 90017
Attn: Larry J. Kosmont

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

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 the tasks under this Agreement. Consultant shall submit to the City's Representative a statement signed by Consultant and by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of and that they have read the City's Fraud Prevention Policy. A finding by the City that Consultant or 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 Agreement at City's request and/or termination of this 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.

3.5.7.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, 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 of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.7.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.7.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents in connection with the performance of Consultant's Services. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement for a period of one year after expiration or termination of this Agreement, and shall be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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.

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

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

3.5.13 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.

3.5.14 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.

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

3.5.16 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.

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

3.5.18 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.

3.5.19 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.

3.5.20 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.

3.5.21 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.

3.5.22 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.

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

3.5.24 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.

3.6 Subcontracting.

3.6.1 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.

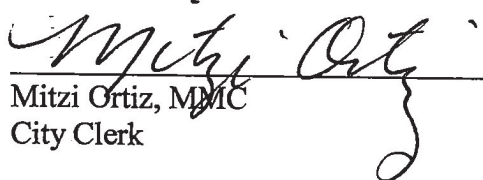
[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement for economic development consultant services on this 21st day of May, 2015.

CITY OF ALISO VIEJO

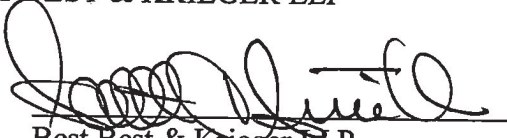
By: 
David A. Doyle
City Manager

Attest:

By: 
Mitzi Ortiz, MMC
City Clerk

Approved as to Form:

BEST BEST & KRIEGER LLP

By: 
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

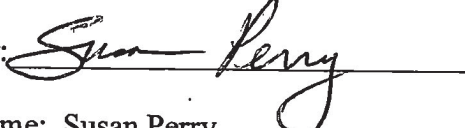
By: 
Gina Tharani
Director of Financial Services

KOSMONT & ASSOCIATES, INC.
doing business as Kosmont Companies

By: 
Name: Larry J. Kosmont

Title: President & CEO

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

By: 
Name: Susan Perry

Title: Corporate Secretary

EXHIBIT "A"

SCOPE OF SERVICES

[SEE ATTACHED PROPOSAL]

SCOPE OF SERVICES

Task 1: Project Kick-Off & Demographic/Economic Analysis

Kosmont will conduct a kick-off meeting and tour of the City with City Staff to initiate the assignment, including review of potential economic development opportunity sites within the City, such as Aliso Viejo Town Center. City will provide Kosmont with existing relevant market data, such as property history, ownership, traffic counts, etc.

Kosmont will evaluate the trade area and existing business and retail/restaurant conditions. The evaluation will include an analysis of retailer/restaurant voids and demographic information within standard geographic boundaries (e.g. various radii centered at opportunity site locations, City limits) as deemed relevant by Consultant. Results of Task 1 analyses will be summarized in PowerPoint Presentation format.

Task 2: Economic Development Strategy and Implementation Plan ("Plan")

Based on results of Task 1 analysis, Kosmont will prepare an Economic Development Strategy and Implementation Plan ("Plan"), which will contain recommended potential biotechnology business and retail/restaurant attraction strategies for the Client. The Plan will highlight business attraction strategies and key retail opportunity sites/areas within the City such as Aliso Viejo Town Center specifically for restaurant uses, and corresponding strengths, challenges, and opportunities with regard to future development/redevelopment.

The Plan will generally identify key businesses and retailers/restaurateurs which can be targeted and outline strategies and outreach efforts for attraction. Kosmont will consider the ability of potential tenants to generate tax revenue for the city, create jobs, and fill "voids" (e.g., restaurants and biotechnology sectors) identified during the evaluation.

As relevant to property revitalization, Kosmont will identify possible funding sources, financing structures, and/or other economic development tools, such as, but not limited to, zoning strategies (e.g. development opportunity reserve), Affordable Housing and Sustainable Communities (AHSC) Cap-and-Trade Funds and/or other grants, public (tax-exempt) or public/private (taxable/tax-exempt) bonds or notes, lease or lease/leaseback financing, site-specific tax revenue pledges, enhanced infrastructure financing districts (EIFD), and/or EB-5 immigrant investment. The Task 2 Plan will be summarized in PowerPoint Presentation format.

Task 3: Economic Development Presentation

Consultant will present a Summary PowerPoint Presentation characterizing the Task 1 Analysis Summary and Task 2 Plan at a City Council forum / meeting as deemed appropriate by City and Consultant. Consultant will incorporate staff, Council, and/or other stakeholder feedback into revision of the Summary PowerPoint Presentation.

Task 4: Initial Plan Implementation

Kosmont will work collaboratively with the City on the initial execution and implementation of the Plan identified and approved by the City pursuant to Task 3. Kosmont will assist in the initial recruitment of targeted biotechnology businesses and retailers/restaurateurs by conducting marketing outreach, consisting of telephone and e-mail outreach, arranging property tours, attendance and representation at International Council of Shopping Centers ("ICSC") and/or other retail conferences, and/or other recruiting and project development / land use activities as may be appropriate to solicit interest in the City. As appropriate, Kosmont will perform outreach to existing property owners.

Potential Future Services

Task 4 is not meant to represent comprehensive implementation of the Plan, but rather the initiation of implementation efforts referenced above. Kosmont will be available to assist in the further implementation of the Plan, such as further business and retail recruitment efforts, analysis of possible fiscal benefits, developer requests for proposals and related developer negotiations, evaluation of development pro formas, incentive programs, and funding sources related to prospective new retailers and development as directed by Client, time and budget for which will be outlined at the appropriate time in a follow-on scope to be approved by Client in advance.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work as soon as authorized by Client. Client will provide Consultant with existing relevant market data, such as property history, ownership information, traffic counts, etc. Delivery of a draft Summary PowerPoint Presentation is estimated within 8 to 12 weeks from project initiation.

Additional time and budget may be necessary for the further implementation of the Plan as directed by Client, which will be outlined at the appropriate time in a follow-on scope to be approved by Client in advance.

IV. COMPENSATION

The compensation for Tasks 1 through 4 is estimated below to be billed on a time and materials basis.

Task	Estimated Budget
1) Project Kick-Off & Demographic/Economic Analysis	\$12,500
2) Economic Development Strategy and Plan	\$17,500
3) Economic Development Presentation	\$2,500
4) Initial Plan Implementation	\$17,500
Estimated Total	\$50,000

EXHIBIT "B"
SCHEDULE OF SERVICES

Services to be performed as scheduled by mutual agreement of City and Consultant.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2016 to June 30, 2017 . The second renewal period shall be from July 1, 2017 to June 30, 2018.

EXHIBIT "C"

COMPENSATION

[SEE ATTACHED FEE SCHEDULE]

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 March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

Kosmont Companies
2015 Public Agency Fee Schedule

Professional Services

President & CEO	\$295.00/hour
Partner / Senior Vice President / Senior Consultant	\$275.00/hour
Vice President / Associate	\$185.00/hour
Project Analyst / Project Manager	\$150.00/hour
Technical / Research Staff	\$ 95.00/hour

• **Additional Expenses**

In addition to professional services (labor) fees:

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) For **Third Party Vendor(s)** retained on behalf of client (with Client's advance approval), fees and costs will be billed to Client at 1.1X (times) fees and costs.

• **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2015.

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.

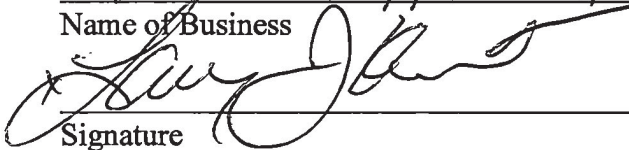
To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Los Angeles CA
City/County/State

5-8-2015
Date

Rosmont & Associates, Inc.
Name of Business

LARRY J. Rosmont
Print Name


Signature

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

City of Aliso Viejo

AGENDA ITEM



DATE: September 3, 2025

TO: Mayor and City Council

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

SUBJECT: HUMMINGBIRD LANE AD HOC FOLLOW UP REPORT

Recommended Action:

Direct Staff how to proceed with Hummingbird Lane traffic improvements.

Fiscal Impact:

The fiscal impact will be dependent upon the direction given by the City Council. Estimates for potential improvements are included in the Discussion section.

Costs incurred for the traffic studies and implemented improvements dating back to 2017, including the speed feedback signs, total almost \$39,000.

Background:

The City has been working with the residents and HOA Board for Laguna Audubon I, specifically regarding speeding concerns on Hummingbird Lane, since 2014. A summary of the requests and actions taken are found below.

- **2014** – Staff received a request from an individual Laguna Audubon I Board member to investigate concerns of cut through traffic and speeding, and to implement traffic calming recommendations. A slurry seal project was completed from May-June 2014, and as an initial step a new double yellow centerline was installed to provide visual lane narrowing intended to help reduce speeding. Several months later, this new centerline was removed at the request of the Board given complaints by residents.
- **2017-18** – Staff continued efforts to address concerns of speeding and cut through traffic. It was the staff's belief that cut through traffic during peak hours, particularly from eastbound El Toro, was due to extensive delays trying to turn right (southbound) onto Aliso Creek Road. Turning movement counts were analyzed and a simulation model was prepared by RK Engineering to demonstrate the benefit of creating a second right turn lane onto Aliso Creek Road. Discussions with the City of Laguna Woods resulted in them completing a striping modification

that created a right/through lane, greatly increasing intersection capacity and significantly reducing the benefit of using Hummingbird as a cut through street.

- **2021** – Additional concerns were received regarding speeds. Staff collected unofficial speed data using the portable radar trailer in November. The data indicated an 85th percentile speed of 28 mph with a sample size of almost 23,000 vehicles.
- **2022** – Staff discussed with the HOA Board the feasibility of installing gates at the community entrances. Staff indicated that gates would not be allowed on public streets, but if the HOA wanted to take ownership of the streets, gates could be possible. The Board was not interested in taking ownership of the streets. In December 2022, staff received an official request from the HOA Board to study the speeding concerns and provide recommendations that may include physical improvements, signage, and increased enforcement.
- **2023** – Staff worked with RK Engineering to collect data and evaluate speeds, cut through traffic, and a need for a crosswalk near Starling. Data indicated 85th percentile speeds were measured at 3 locations to be 28, 29 and 31, comparable to the unofficial data previously collected. Cut through traffic was analyzed with a license plate survey and determined only 1% in the evening and 6% in the morning peak periods were cut through vehicles. A crosswalk analysis at Starling did not meet recommended standards for installation and staff does not recommend crosswalks at uncontrolled locations. The report sent to the HOA Board in late February 2023 recommended installation of a centerline and edge lines, as well as holding a community meeting to discuss the concerns and findings. Staff did not receive a response from the HOA.
- **2024** – Staff received multiple requests from residents and HOA Board to again review speed concerns. A meeting was held with a group of residents that included Board members to discuss the concerns and hear their ideas. Staff discussed the study done the year before along with the proposed improvements and recommended a community meeting. Unofficial speed data was again collected and indicated the 85th percentile speed to be 28 mph. A modified improvement plan was sent to the HOA Board on July 15 that included the centerline, edge lines, speed legends, a new speed limit sign, and rumble strip striping. A community meeting was recommended to discuss the concerns, findings and proposed improvements. The proposal indicated that a follow-up study would be 6 months following any installations, and removals would not be considered for at least 12 months. The Board replied on July 24 indicating that the centerline and edge lines were not wanted, but other items would be acceptable. Signs and striping accepted by the Board were installed in September 2024.
- **2025** – A follow up study was conducted by RK Engineering in February. The data collected showed 85th percentile speeds to be 28 and 29 mph, no change from the 2023 study. The report recommended permanent speed feedback signs and again to conduct a community meeting. The HOA Board responded in approval of the permanent signs. The signs were installed July 10, 2025.

All Way Stop signs have been discussed several times throughout this process. These are not recommended to be used as traffic calming tools and typically should only be installed where warrants are met. Staff did not believe the warrants, specifically traffic volumes, sight distance and accident history would be met so a formal study was previously not completed. RK Engineering was directed to complete the formal warrant analysis at Hummingbird and Coral Bill in June 2025 and it was determined that the warrants were not met.

Designated school bus stops have been requested by the community at two locations. The City does not currently have any school bus stops posted on city streets. While there is no specific guidance on where these could be installed, they are not typically used at school bus stops given the residential nature of the streets, relative infrequency of stops, and the ability for the school bus to stop traffic at the time of pickup and drop off. Staff have been unable to reach Laguna Beach School District representatives to discuss the need or benefit of posted signs. Staff also do not recommend reducing available parking in residential areas whenever possible.

Discussion:

On June 6, 2025 Councilmember Zandbergen attended the Laguna Audubon I HOA Board Meeting. An Ad Hoc Committee was established at the June 18 Council Meeting including Councilmembers Zandbergen and Munzing to further discuss actions taken to date and additional measures requested by members in HOA community.

The Ad Hoc Committee met on June 24 and included Council Members Zandbergen and Munzing, City Manager Ortiz, Public Works Director Pelletier, and Administrative Sergeant Duran.

Based upon requests made by the community, including at the HOA Board Meeting on June 6, and the Ad Hoc discussion about what has been done to date, the following items are being recommended for consideration by the City Council. Please note that all costs are estimated.

- Double yellow centerline as previously proposed by Staff (\$3,000)
- White edge lines as previously proposed by Staff but only located at the intersections. This in effect would be considered a bulb out (\$3,000)
- All Way Stop Sign at Hummingbird and Coral Bill (\$2,500)
- All Way Stop Sign at Hummingbird and San Bittern (\$2,500)
- Crosswalks at Hummingbird and Coral Bill (\$45,000)
- Crosswalks at Hummingbird and San Bittern (\$30,000)
- No Parking Bus signs at the 2 locations utilized by LBUSD (\$2,000)

Centerline and edge line striping was proposed by Staff but not wanted by the HOA. Staff would still propose the striping is completed if any other improvements are implemented. The modification of edge lines to only be located at intersections is an acceptable

alternative known as a bulb out. It provides a narrowing effect and improves sight distance at crossing locations.

All Way Stop Signs have not been recommended by Staff since the warrants were not met. Installation at the direction of City Council would include three stop signs along with the painted stop bar and stop legend in the street at each location. Consideration could be given to high visibility LED flashing stop signs at additional cost. Since stop signs are not recommended tools for traffic calming and the warrants are not met, staff would recommend consideration of speed humps as an alternative to stop signs. Installation of such devices should receive a 2/3 vote of affirmation from the entire community, as well as affirmation from property owners directly impacted adjacent to their property. Cost would be around \$6,000 each depending on the materials used.

Staff only recommend the installation of crosswalks if curb ramps meeting ADA standards are designed and installed, ideally at controlled intersections. Upon review of the two locations (three crosswalks each), the existing utility structures and driveways would make installation meeting code difficult for crossing Hummingbird. Staff would recommend only installing a single crosswalk across Hummingbird at each location, rather than the two that might typically be installed. The crossings on Coral Bill and San Bittern should not present physical obstacles but still should include updated ADA ramps. The costs indicated above include all ramps. Staff proposes ladder style crosswalks on Hummingbird and standard crosswalks on Coral Bill and San Bittern.

Consideration to only install the crosswalk across Hummingbird at Coral Bill may be worthy since extensive concrete work on the sidewalk and drainage cross gutter would be required to complete the crossing on Coral Bill, and as such is more expensive. San Bittern does not have this same complication. Other considerations should be made regarding the impact to private property during construction and restoration, and loss of parking. Staff recommend obtaining any impacted property owner's written affirmation prior to installation.

No parking at the school bus loading zones would be established with signage (R7-107a) and red curb. This would impact parking and likely require regular enforcement to ensure compliance.

Since the July 16 Council Meeting staff has been able to collect data from the newly installed speed feedback signs. The unofficial 85th percentile speed during the first month of installation is 24 mph on the southbound sign, and 23 mph on the northbound sign. This is in comparison to 28 and 29 mph officially recorded in 2022.

Staff believes the installed measures have been successful in reducing speeds at the critical location in front of the homes. Staff is also aware of requests both for and against additional traffic calming measures being installed, particularly in the southbound direction (upon entry) adjacent to Hummingbird Park. Should City Council direct staff to further evaluate this segment adjacent to the park, the following measures are possible.

- White edge lines from Aliso Creek Road to the end of the existing double yellow centerline. Bulb outs would typically be recommended at intersections or crosswalks, not midblock locations (\$1,000)
- Channelization striping/delineators at Aliso Creek Road entrance (\$1,000)
- Permanent speed feedback sign (\$8,000 each)
- Speed hump midway between Aliso Creek Road and end of park (\$6,000)

Staff respectfully seek City Council direction for which, if any, of the proposed traffic improvements to further study and/or implement.

Environmental:

Any proposed projects would be considered for environmental review as needed.

Attachment:

1. Presentation



Hummingbird Lane

Ad Hoc Report Follow Up

Ad Hoc Committee Meetings

- Committee Attendees
 - Councilmembers Zandbergen and Munzing
 - Staff - City Manager, Public Works Director, OCSD, BBK
- Meeting Dates
 - June 24, 2025
 - July 10, 2025
 - July 16, 2025 City Council
- Discussion Topics
 - History
 - Proposed Improvements

Hummingbird Lane Historical Summary

- 2014 Centerline Installed & Removed
- 2018 Additional Right Turn Added to El Toro
- 2021 Speed Data Collection
- 2022 HOA Discussion About Entry Gates & Request for Study
- 2023 Speed & Cut Through Study, Crosswalk Analysis, Proposed Improvements
- 2024 Revisit Proposed Improvements, Partial Implementation
- 2025 Follow-Up Study, Permanent Radar Signs

Hummingbird Lane Ad Hoc Proposed Improvements

- Double yellow centerline (\$3,000)
- White edge lines at intersections (\$3,000)
- All Way Stop Sign at Hummingbird and Coral Bill (\$2,500)
- All Way Stop Sign at Hummingbird and San Bittern (\$2,500)
- Crosswalks at Hummingbird and Coral Bill (\$45,000)
- Crosswalks at Hummingbird and San Bittern (\$30,000)
- No Parking Bus signs at the 2 locations utilized by LBUSD (\$2,000)

Hummingbird Lane Follow Up Potential Improvements Along Park

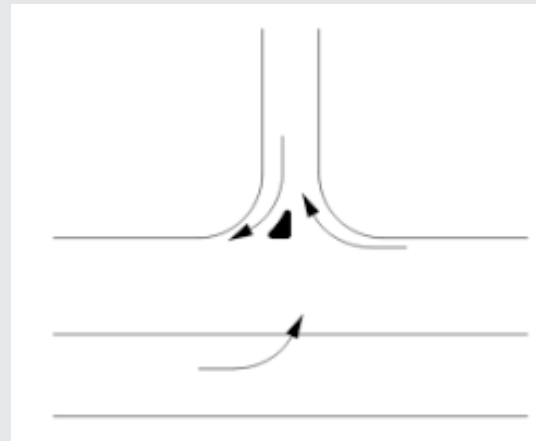
- White edge lines (\$1,000)
- Entrance Channelization Striping/Delineators (\$1,000)
- Permanent Speed Feedback Sign (\$8,000)
- Speed Hump (\$6,000)

Potential Improvements

White Edge Lines



Channelization Striping



Potential Improvements

Permanent Speed Feedback Sign



Speed Hump



Questions

City of Aliso Viejo

AGENDA ITEM



DATE: September 3, 2025

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney

SUBJECT: ORDINANCE AMENDING SECTIONS 9.02.030 and 9.04.090 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO OVERSIZED VEHICLE PARKING AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

Recommended Action: Introduce for first reading an ordinance, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING SECTIONS 9.02.030 and 9.04.090 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO OVERSIZED VEHICLE PARKING; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTIONS 15060 AND 15061.

Fiscal Impact:

None.

Discussion:

The City regularly receives complaints from residents and business owners related to vehicles parking on public roadways, streets and rights of way. Complaints from residents and businesses include the parking of oversized vehicles on public streets, including recreational and commercial vehicles. Current regulations do not appear to sufficiently address commercial and recreational oversized vehicle parking on city streets and highways. Further the existing prohibitions on overnight and long-term parking are somewhat confusing and need headings to clarify their application.

In order to increase the efficacy of the City's parking regulations and respond to resident concerns, Staff prepared an ordinance that would update the definition of oversized vehicles, clarify the parking hours limitations and their application to oversized vehicles, and update the regulations for oversized vehicle parking.

The proposed ordinance amends Aliso Viejo Municipal Code Section 9.02.030 to specifically include recreational vehicles ("RV") of a width in excess of 84 inches as

measured at the widest portion of the body not including mirrors or other extensions in the definition of “oversized vehicle.”

The current Code is ambiguous in terms of allowances for loading and unloading oversized vehicles, especially RVs. Therefore, the proposed ordinance amends Aliso Viejo Municipal Code Section 9.02.090 so that subsection (C)’s exemption applies to oversized vehicles while actively loading or unloading persons and/or property. “Actively loading” shall mean active loading or unloading, including the performance of those activities required to prepare the vehicle for either travel or storage, and shall also include a period of time not to exceed 12 hours during which the vehicle cannot reasonably be taken on the road or moved to a place of otherwise lawful storage.

To address common concerns from residents and businesses, the City Attorney and Staff recommend citywide parking restrictions for commercial and recreational oversized vehicles to prevent the long-time storage on public streets. Staff believes the proposed changes would help improve the quality and effectiveness of the City’s response and management of parking concerns.

Attachments:

1. Ordinance

ORDINANCE NO. 2025-____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO,
CALIFORNIA, AMENDING SECTIONS 9.02.030 and 9.04.090 OF THE
ALISO VIEJO MUNICIPAL CODE RELATING TO OVERSIZED VEHICLE
PARKING; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA
UNDER CEQA GUIDELINES SECTIONS 15060 AND 15061.**

WHEREAS, pursuant to Cal. Const. Art. XI, Sec. 7 and under the City's general police powers, the City of Aliso Viejo ("City") is empowered and charged with responsibility for the health, safety, and welfare of its citizens; and

WHEREAS, Vehicle Code Section 22507 authorizes the City to prohibit or restrict the stopping, parking, or standing of vehicles on certain streets or highways, or portions thereof, during all or certain hours of the day; and

WHEREAS, consistent with this authority, Aliso Viejo Municipal Code Sections 9.02.030 and 9.04.090 regulate the parking of oversized vehicles on public streets; and

WHEREAS, in response to observations by City staff and feedback from the community, the City Council periodically amends Aliso Viejo Municipal Code Sections 9.02.030 and 9.04.090; and

WHEREAS, within streets or highways of the City, Aliso Viejo Municipal Code section 9.04.090 subsections (A) and (B) currently prohibit persons from parking or leaving standing any oversized vehicles (A) between the hours of 2:00 a.m. and 6:00 a.m. on two consecutive days, and (B) between the hours of 6:00 a.m. and 2:00 a.m. for more than 12 consecutive hours on two consecutive days; and

WHEREAS, Aliso Viejo Municipal Code Section 9.04.090(C) currently exempts the following vehicles from subsections (A) and (B)'s prohibitions: (1) oversized vehicles while loading or unloading persons and/or property; (2) oversized vehicles when parked or left standing in connection with, or in aid of, the performance of a service to or on a property in the block in which such vehicle is parked or left standing; and (3) oversized vehicles while performing repairs of an emergency nature on the vehicle itself; and

WHEREAS, the proliferation of oversized vehicles parked on public streets raises public safety concerns, including the obstruction of access to rights-of-way, reduced site distance, reduced visibility at intersections, all of which have a detrimental effect on the public health, safety, welfare and quality of life in the City; and

WHEREAS, the City Council desires to clarify the interrelationship of the definitions and the oversized vehicles parking restrictions in Chapter 9.04 and to clarify the exceptions for temporary loading and loading of these vehicles;

WHEREAS, given the foregoing, the City Council desires to amend Aliso Viejo Municipal Code Section 9.02.030 to specifically include recreational vehicles of a width in excess of

84 inches as measured at the widest portion of the body not including mirrors or other extensions in the definition of “oversized vehicle”; and

WHEREAS, given the foregoing, the City Council desires to amend Aliso Viejo Municipal Code Section 9.04.090 so that subsection (C)’s exemption applies to oversized vehicles while actively loading or unloading persons and/or property, which for purposes of this section shall mean active loading or unloading, including the performance of those activities required to prepare the vehicle for either travel or storage, and shall also include a period of time not to exceed 12 hours during which the vehicle cannot reasonably be taken on the road or moved to a place of otherwise lawful storage; and

WHEREAS, to maintain the status quo with respect to oversized vehicle parking, the City Council desires to amend what are currently Aliso Viejo Municipal Code Section 9.04.090 subsections (A) and (B) to continue to prohibit oversized vehicle parking upon any city street or highway during specified hours on two consecutive days; and

WHEREAS, this Ordinance reflects the City Council’s desire to revise the City’s parking regulations in a manner that: is reflective of and consistent with residents’ values; further mitigates the public safety concerns associated with the parking of certain oversized vehicles; increases the availability of parking for the City’s residents and visitors; and, preserves the character of neighborhoods to benefit the health, safety, and welfare of City residents; and

WHEREAS, on September 3, 2025 and September 17, 2025, the City Council considered the staff report, recommendations by Staff and the City Attorney, and public testimony regarding amendments to Sections 9.02.030 and 9.04.090 of the Aliso Viejo Municipal Code.

NOW, THEREFORE, the City Council of the City of Aliso Viejo does ordain as follows:

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

SECTION 2. CEQA. Based on the entire record before it, the City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) because it is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change to the environment and is thus not a “project” under State CEQA Guidelines section 15378. (See State CEQA Guidelines, § 15060(c)(2) and (3).) Alternatively, even if the adoption of the Ordinance did qualify as a project under CEQA, the City Council finds that the Ordinance is exempt from CEQA under Section 15061(b)(3) of the State CEQA Guidelines, which provides that a project is exempt 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. Adoption of the Ordinance will not have a significant effect on the environment as it is entirely administrative in nature, only modifying the procedural requirements and timing of the removal of an individual from the City Manager position.

SECTION 3. Section 9.02.030 of Chapter 9.02 of the Aliso Viejo Municipal Code is hereby amended in its entirety and restated to read as follows:

“9.02.030 Definitions.

Whenever any words or phrases used in this title are not defined, but are defined in the California Vehicle Code, such definitions shall apply. Additionally, the following definitions apply to the use of these terms for the purpose of this title:

“Bicycle lane” means a marked lane within the roadway designated by appropriate signs and markings for the one-way use of bicycles.

“Bus stop zone” means the space adjacent to the curb or edge of a roadway reserved for the exclusive use of buses during the loading or unloading of passengers.

“Curb” means the lateral boundary of the roadway whether such curb be marked by curbing construction or not so marked; it does not include the line dividing the roadway of a street from parking strips in the center of a street, nor from tracks or rights-of-way of public utility companies.

“Director” means the director of public works/traffic engineer for the city or his or her authorized representative or designee.

“Fire department” means the Orange County fire authority, a joint powers authority of which the city is a member.

“Loading” and “unloading” mean the active loading or unloading of persons or property, including the performance of those activities required to prepare the vehicle for either travel or storage.

“Loading zone” means the space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

“Oversized vehicle” means any of the following:

1. Any vehicle of a length in excess of 24 feet;
2. Any vehicle with a weight in excess of 10,000 pounds;

3. Any vehicle used or maintained for the transportation of persons for hire, compensation, or profit and designed, used or maintained for the transportation of property, including buses, motor trucks, trailers, semitrailers, trailer coaches or truck tractors, as defined in the California Vehicle Code, and similar vehicles of a width in excess of 84 inches as measured at the widest portion of the body not including mirrors or other extensions;

4. Any similar vehicles or recreational vehicle of a width in excess of 84 inches as measured at the widest portion of the body not including mirrors or other extensions; or

5. Any farm machinery or special purpose machinery.

“Park” or “leave standing,” for the purpose of this section, shall include failing to move a vehicle at least one-tenth of a mile as measured on the vehicle’s odometer during the time period specified. In the absence of an odometer reading, “park or leave standing” shall include failing to move a vehicle at least 100 feet, as measured from axle to axle, of the last marked location of said vehicle.

“Passenger loading zone” means the space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.

“Police department” means the Orange County sheriff’s department, authorized to provide police services and functions pursuant to contract.

“Recreational vehicle” means a motor home, travel trailer, truck camper or camping trailer, with or without motive power, that is built on a single chassis, is designed for human habitation for recreational, emergency, or other occupancy, and is either self-propelled, truck-mounted, or permanently towable on public streets and highways without a permit.

“Vehicle Code” means the California Vehicle Code. [Ord. 2010-126 § 1 (Exh. A)].”

SECTION 4. Section 9.04.090 of Chapter 9.04 of the Aliso Viejo Municipal Code is hereby amended in its entirety and restated to read as follows:

“9.04.090 Oversized vehicle parking regulations.

A. Nighttime parking. No person shall park or leave standing any oversized vehicle upon any city street or highway between the hours of 2:00 a.m. and 6:00 a.m. on two consecutive days.

B. Daytime parking. No person shall park or leave standing any oversized vehicle upon any city street or highway between the hours of 6:00 a.m. and 2:00 a.m. for more than 12 consecutive hours on two consecutive days.

C. Notwithstanding the prohibitions set forth in subsections (A) and (B) of this section, oversized vehicles may be parked or left standing on city streets and highways under the following conditions:

1. While actively loading or unloading persons and/or property, which for purposes of this section shall mean active loading or unloading, including the performance of those activities required to prepare the vehicle for either travel or storage, and shall also include a period of time not to exceed 12 hours during which the vehicle cannot reasonably be taken on the road or moved to a place of otherwise lawful storage

2. When parked or left standing in connection with, or in aid of, the performance of a service to or on a property in the block in which such vehicle is parked or left standing

3. While performing repairs of an emergency nature on the vehicle itself.

D. The provisions of this section shall not be effective with respect to any authorized emergency vehicle, as defined by the California Vehicle Code.”

SECTION 5. The City Council’s actions are made upon review of the Staff Report, all oral and written comments, and all documentary evidence presented on the Ordinance.

SECTION 6. Effective Date. In accordance with Vehicle Code Section 22507, this Ordinance shall not become effective until signs or markings giving adequate notice thereof have been placed, but in no event shall this Ordinance take effect earlier than thirty (30) days from and after the date of its final passage and adoption.

SECTION 7. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would adopt this Ordinance irrespective of the invalidity of any portion thereof.

SECTION 8. City Clerk's Certification. The City Clerk shall certify the adoption of this Ordinance and post or publish this Ordinance as required by law. The Clerk shall also file a Notice of Exemption immediately following adoption of the Ordinance.

PASSED, APPROVED AND ADOPTED this 17th day of September, 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 foregoing Ordinance No. 2025-____ was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 17th day of September 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

JANET MARTINEZ,
CITY CLERK

(SEAL)

City of Aliso Viejo

AGENDA ITEM



DATE: September 3, 2025

TO: Mayor and City Council

FROM: Mitzi Ortiz, City Manager

SUBJECT: EMPLOYMENT AGREEMENT FOR AN INTERIM APPOINTMENT TO
THE POSITION OF HUMAN RESOURCES MANAGER

Recommended Action:

Adopt a Resolution approving and authorizing the City Manager to execute an agreement with retired annuitant Laura Stover for the interim appointment to the position of Human Resources Manager in compliance with Government Code Section 21221(h).

Fiscal Impact:

The City will incur a base wage cost of \$79.24 per hour for the interim Human Resources Manager, as outlined in the agreement. No additional benefits or retirement costs will be paid by the City beyond the hourly rate. The expense associated with this interim appointment is offset by salary savings resulting from the vacancy in the Human Resources division.

Background:

On August 6, 2025, the City Council approved a full-time Human Resources Manager position to replace the now-vacant Human Resources Analyst position. To ensure continuity of operations, there is an immediate need to fill this position on an interim basis, as the Human Resources function is currently unstaffed. The interim appointee will be responsible for overseeing Human Resources operations, facilitating the recruitment process for the permanent Human Resources Manager, and managing other time-sensitive activities, including open enrollment.

Discussion:

Pursuant to Government Code Section 21221(h), a governing body may appoint a CalPERS retired annuitant to a vacant position on an interim basis during the recruitment for a permanent appointment. This provision allows the City to maintain operational continuity while ensuring compliance with CalPERS regulations. The statute requires that the appointment be approved by the City Council via resolution.

In accordance with these requirements, the proposed employment agreement includes the following key provisions:

Compensation

The Interim Human Resources Manager is proposed to receive \$79.24 per hour, which falls within the City's established salary range for the position. No benefits, retirement contributions, or additional compensation will be provided beyond the hourly rate.

Term

The agreement will remain in effect until a permanent hire begins employment. The term will not exceed the 960-hour annual limit imposed by CalPERS for retired annuitants.

Work Schedule

The retired annuitant is expected to work approximately two days per week, ensuring compliance with the 960-hour per fiscal year restriction across all CalPERS-covered agencies.

The recruitment process for the permanent Human Resources Manager is anticipated to take three to four months. During this period, staff recommends appointing Laura Stover as Interim Human Resources Manager. Ms. Stover brings over 30 years of municipal experience and possesses the necessary skills and expertise to manage operations effectively throughout the recruitment process.

Attachments:

1. Resolution
2. Employment Agreement

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING THE HIRING OF RETIRED ANNUITANT LAURA STOVER AS INTERIM HUMAN RESOURCES MANAGER PURSUANT TO GOVERNMENT CODE SECTION 21221(h)

WHEREAS, Government Code sections 7522.56 and 21221(h) permit the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retiree to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the Aliso Viejo City Council desires to appoint Laura Stover as an interim appointment retired annuitant to the vacant position of Human Resources Manager for the City of Aliso Viejo under Government Code sections 7522.56 and 21221(h), effective September 4, 2025, to provide management of the Human Resources division and to perform necessary human resources functions, including hiring and personnel management; and

WHEREAS, Stover has more than 30 years of public agency human resources management experience; and

WHEREAS, an appointment under Government Code Section 21221(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the announcement for the recruitment of the Human Resources Manager was posted on September 3, 2025 on the City's website located at www.avcity.org and said recruitment is ongoing; and

WHEREAS, the 180-day wait period requirement set forth in Government Code Section 7522.56(f) does not apply because Stover has been retired for more than 180 days; and

WHEREAS, this Government Code section 21221(h) appointment shall only be made once and therefore will end on the date that a permanent hire to the position begins employment, or sooner if terminated by the City or Stover earlier, and the term will not exceed the limitations set forth by CalPERS for employment of retired annuitants; and

WHEREAS, the employment agreement between Stover and the City of Aliso Viejo has been reviewed by this body and is attached herein by reference; and

WHEREAS, it is understood by the City and Stover that the combined total hours to be worked by Stover in any fiscal year, for all positions and for all CalPERS employers combined, shall not exceed the 960-hour limitation set forth in California Government Code Section 21221(h) and Section 7522.56(d); and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum monthly base salary for this position is \$13,734.92 and the hourly equivalent is \$79.24 and the minimum monthly base salary for this position is \$9,987.50 and the hourly equivalent is \$57.62; and

WHEREAS, the hourly rate paid to Stover for her services as Interim Human Resources Manager will be \$79.24; and

WHEREAS, no contributions will be collected or paid in accordance with the requirements of CalPERS; and

WHEREAS, Stover has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

WHEREAS, pursuant to Government Code Section 7522.56(e)(1), Stover must certify in writing to the City of Aliso Viejo, upon accepting an offer of employment, that she has not received any unemployment insurance compensation arising out of prior employment with a public employer that is subject to Section 7522.56 during the 12-month period preceding the effective date of this appointment.

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

SECTION 1. All facts set forth in the background section of this Resolution are true and correct.

SECTION 2. Laura Stover has the specialized skills needed to perform the work required for the Human Resources Manager position on an interim basis until a permanent Human Resources Manager commences his or her employment.

SECTION 3. The City Council hereby appoints Laura Stover as interim Human Resources Manager effective September 4, 2025, until the date immediately preceding the date on which the permanent replacement for the vacant position of Human Resources Manager commences his or her employment, unless earlier terminated, pursuant to the authority provided under Government Code Sections 21221(h) and 7522.56, pending the recruitment, selection and employment of a permanent Human Resources Manager, to provide the specialized skills necessary to oversee and operate the Human Resources division.

SECTION 4. The employment agreement with Stover, a copy of which is incorporated herein by reference as Exhibit "A", is approved by the City Council.

SECTION 5. The City Manager is hereby authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the City Manager or City Attorney.

PASSED, APPROVED AND ADOPTED this 3rd day of September, 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 3rd day of September, 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

JANET MARTINEZ
CITY CLERK

**AGREEMENT FOR
INTERIM HUMAN RESOURCES MANAGER]**

THIS AGREEMENT (“Agreement”), is made and entered into this 3rd day of September by and between the City of Aliso Viejo (“CITY”) and Laura Stover (“RETIREE”) (collectively, the “Parties”). In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

RECITALS

This Agreement is made and entered into with respect to the following facts:

A. CITY seeks to engage RETIREE on an interim basis in the position of Human Resources Manager, in accordance with the terms set forth in this Agreement; and

B. RETIREE desires to accept employment as Human Resources Manager on an interim basis in consideration of and subject to the terms, conditions and benefits set forth in this Agreement; and

C. CITY has commenced an open recruitment to permanently fill the vacant position of Human Resources Manager, a position involving specialized skills and training, and which is critically necessary to the on-going duties and functions of the Human Resources division and CITY.

D. RETIREE represents that she is a retired annuitant of CalPERS within the meaning of Government Code §§7522.56 and 21221(h) (“Statutes”) and acknowledges that her compensation is statutorily limited as provided in Government Code §21221(h). RETIREE represents that, as of the effective date of this Agreement, she has not worked for another CalPERS state or contracting agency as a retired annuitant during the 2025-26 fiscal year, and that she therefore acknowledges that she can work up to 960 hours for the CITY, a state agency or other CalPERS contracting agencies (collectively “CalPERS Agencies”) during the 2025-26 fiscal year. With the execution of this Agreement, as set forth below, RETIREE certifies that she has not received unemployment compensation arising from work as a retired annuitant pursuant to Government Code Section 7522.56 during the 12-month period preceding the effective date of this Agreement. RETIREE further affirms that her CalPERS retirement date became effective prior to the 180-day period preceding the Commencement Date, as that term is defined in Section 3 of this Agreement, and that she has attained the normal retirement age within the meaning of Government Code § 21220.5; and

E. CITY has determined that it is necessary to hire RETIREE, a retired annuitant, because her extensive knowledge and skills relating to Human Resources and personnel at public agencies, which skills are necessary for the successful operation of the Human Resources division and the CITY, including hiring and personnel management.

F. RETIREE’s employment is authorized by Government Code §§ 7522.56 and 21221(h), which permit the City Council of CITY to appoint a California Public Employees’ Retirement System (“CalPERS”) retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not

subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for all CalPERS employers, unless an exception applies.

NOW, THEREFORE, CITY and RETIREE, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. **RECITALS.** The recitals, inclusive of all facts and representations, are true and correct and are hereby incorporated into this Agreement as if set forth in the Operative Provisions.

2. **APPOINTMENT.** In accordance with Resolution No. 2025-_____, RETIREE is appointed Human Resources Manager of CITY on an interim basis under the terms of this Agreement.

3. **POSITION AND DUTIES.** RETIREE has been appointed by the City Council as Human Resources Manager of the CITY on an interim basis to perform, on the basis set forth in Paragraph 4 below, the duties and functions pertaining to the Human Resources Manager position, and to perform other legally permissible duties and such functions as the City Manager shall from time to time assign. The City Manager shall have the authority to determine the specific duties and functions which RETIREE shall perform under this Agreement and the means and manner by which RETIREE shall perform those duties and functions. RETIREE agrees to devote all of her business time, skill, attention, and best efforts to the discharge of the duties and functions of the Human Resources Manager position, unless otherwise agreed to and approved by the City Manager in writing

4. **TERM, TERMINATION AND AT-WILL STATUS.** This Agreement shall become effective upon the date executed both by RETIREE and the Mayor, which date shall be the date first referenced above. RETIREE shall commence the performance of her duties under this Agreement on September 4, 2025 or at such later date as the parties hereto shall agree in writing (“Commencement Date”). This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent Human Resources Manager; (ii) upon RETIREE working 960 hours combined for any CalPERS Agencies during fiscal year 2025-2026 or 960 hours in any subsequent fiscal year; or (iii) upon termination of the Agreement by either RETIREE or CITY as provided below.

RETIREE acknowledges that she is an at-will, temporary employee of CITY who shall serve at the pleasure of the City Manager at all times during the period of her service hereunder and shall be subject to termination by the City Manager at any time without advance notice and without cause. The terms of CITY’s personnel rules, policies, regulations, procedures, ordinances, and resolutions regarding City personnel (collectively “Personnel Policies”), as they may be amended or supplemented from time to time, shall not apply to RETIREE, and nothing in this Agreement is intended to, or does, confer upon RETIREE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate her employment. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of RETIREE and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of RETIREE to resign at any time from her position with CITY.

5. **COMPENSATION.** The CITY agrees to provide the following compensation to RETIREE for the services of Interim Human Resources Manager:

Beginning as of the Commencement Date, CITY agrees to pay to RETIREE for all hours worked under this Agreement, \$79.24 per hour consistent with the payrate established for the Human Resources Manager position as listed in the CITY's publicly approved pay schedule. RETIREE shall not be entitled to any additional compensation. The payrate set forth above is based on the salary limitations established by CalPERS and is not less than the minimum, nor in excess of the maximum, paid by CITY to other employees performing comparable duties (the monthly salary divided by 173.333 to equal an hourly rate). Such compensation shall be RETIREE's sole compensation for her services under this Agreement, unless otherwise required by federal or state law. CITY shall not provide any paid leave, nor shall RETIREE be entitled to any fringe benefits.

6. **EXPENSES.** CITY shall reimburse RETIREE for the actual authorized, reasonable and necessary travel expenses incurred by RETIREE in the performance of her duties pursuant to this Agreement. Any reimbursements shall be for actual expenses and shall be subject to and in accordance with California and federal law and CITY's adopted expense reimbursement policies. Other than as specifically provided herein, RETIREE shall receive no other compensation or reimbursements for expenses incurred by her in performance of this Agreement. Reimbursements for actual expenses are not compensation and shall not be reported to CalPERS.

7. **CONFIDENTIAL INFORMATION.** During her employment by CITY, RETIREE shall disclose Confidential Information she obtains as part of her employment for CITY, only for the benefit of CITY and as is, or may be, necessary to perform her job responsibilities under this Agreement. Following termination, RETIREE shall not disclose any Confidential Information she obtains as part of her employment for CITY, except with the express written consent of CITY. RETIREE'S obligations under this Section shall survive the termination of her employment and the expiration of this Agreement.

8. **NON-ASSIGNMENT OF AGREEMENT.** This Agreement is intended to secure the individual services of the RETIREE and is not assignable or transferable by RETIREE to any third party.

9. **GOVERNING LAW/VENUE.** This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Orange County.

10. **CONFLICT OF INTEREST.** RETIREE agrees that during the term of this Agreement, she will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated or not, that would in any way conflict with, or impair RETIREE'S ability to perform the duties described in this Agreement. Any work performed for the CITY outside the terms of this Agreement must be approved in advance in writing by the City Manager. RETIREE agrees to disclose whether she is performing work for any other CalPERS public agency employer during the term of this Agreement.

11. **NOTICE.** Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified or by delivery of same to the custody of the United States Postal Service, or its lawful successor, postage prepared and addressed as follows:

CITY

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656-5335
Attention: City Manager Mitzi Ortiz

RETIREE

LAURA STOVER
ADDRESS ON FILE

12. **HOURS OF WORK.** RETIREE shall devote the time necessary to adequately perform her duties as the Human Resources Manager on an interim basis. The parties anticipate that RETIREE will work a sufficient number of hours per week during regular business hours. RETIREE is not permitted to work overtime (over 40 hours in a workweek) without the express approval of the City Manager. RETIREE's workweek will begin Mondays at 7:30 a.m. If RETIREE is required to work beyond normal business hours, RETIREE is expected to flex her hours during the rest of the workweek to avoid working overtime. In no event shall RETIREE be required to work in excess of 960 hours in fiscal year 2025-2026 and 960 hours per each subsequent fiscal year for CITY, including hours worked for other CalPERS Agencies during such fiscal years.

It is the intent of the parties to compensate RETIREE only to the extent permitted under the Statutes and corresponding CalPERS regulations and policy statements. The payrate set forth above is based on the salary limitations established by CalPERS in accordance with Section 21221(h) which provides that the Rate of Pay shall be no less than the minimum or greater than the maximum hourly rate for the Human Resources Manager position as listed on the CITY's publicly approved pay schedule.

RETIREE will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, RETIREE shall keep CITY continually apprised of any hours worked by RETIREE for other CalPERS Agencies during the term of this Agreement.

13. **WAIVER.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

14. **INDEMNIFICATION.** In accordance with and subject to the limitations of the California Government Claims Act, the California Government Code and California Labor Code,

the CITY shall defend and indemnify RETIREE against any claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of RETIREE's services as Human Resources Manager on an interim basis, except that this provision shall not apply with respect to any intentional tort or crime committed by RETIREE, or any actions outside the course and scope of her employment as Human Resources Manager on an interim basis.

15. **NO PRESUMPTION OF DRAFTER.** The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

16. **PARTIAL INVALIDITY.** If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof shall remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of this Agreement.

17. **ASSISTANCE OF COUNSEL.** Each party to this Agreement warrants to the other party that the party has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement of the parties considering the subject matter hereof and all prior agreements or understanding, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed, and acknowledged by both of the parties thereto. If any portion or provision hereof is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall be effective and shall remain in full force and effect.

CITY OF ALISO VIEJO

By: _____
Mitzi Ortiz, City Manager

Date: _____

RETIREE

By signing below, in addition to accepting the terms of this Agreement, I certify that I have not received unemployment insurance payments within the last 12 months arising from work performed as a retired annuitant for any public employer. I also confirm that the 180 days waiting period described above has been met.

By: _____
Laura Stover

Date: _____

Approved as to Form:

By: _____
City Attorney
City of Aliso Viejo

Date: _____

City of Aliso Viejo

AGENDA ITEM



DATE: September 3, 2025

TO: Honorable Mayor and City Council Members

FROM: Scott C. Smith, City Attorney

SUBJECT: Approval of First Amendment to City Manager Employment Agreement

Recommended Action:

That the Council approve the First Amendment to City Manager Employment Agreement between the City of Aliso Viejo and Mitzi Ortiz memorializing the terms of her continued employment in the position of City Manager.

Fiscal Impact:

The salary provided in the First Amendment to City Manager Employment Agreement is contemplated in the Fiscal Year 2025-26 budget.

Background:

Mitzi Ortiz has served as the City Manager of the City of Aliso Viejo since October 3, 2024, following a competitive formal recruitment process during which she served as Acting City Manager. Ms. Ortiz also served as the Director of Government Services since 2020 and City Clerk since 2014 for the City of Aliso Viejo.

The City Council recently concluded the annual City Manager evaluation process and directed the City Attorney's office to prepare an amendment to Ms. Ortiz's employment agreement, as provided in the attached First Amendment to City Manager Employment Agreement.

Discussion:

The attached First Amendment to City Manager Employment Agreement provides for a 5% (\$14,000) increase to Ortiz's current base salary for a total annual base salary of \$294,000 effective July 1, 2025. Ms. Ortiz has accepted the terms of her continued employment in the position of City Manager as set forth in the attached First Amendment to City Manager Employment Agreement and subject to approval by the City Council.

Attachment:

1. First Amendment to City Manager Employment Agreement

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FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

This First Amendment to City Manager Employment Agreement ("First Amendment") is entered into on September 3, 2025, and made effective as of July 1, 2025 (the "Effective Date"), by and between the City of Aliso Viejo, a municipal corporation, hereinafter referred to as "City" and Mitzi Ortiz, hereinafter referred to as "Ortiz." For purposes of this Agreement, City and Ortiz may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

- I.** The Parties entered into that certain City Manager Employment Agreement ("Employment Agreement") effective October 3, 2024 in order to employ Ortiz to serve in the position of City Manager of the City of Aliso Viejo; and
- II.** Section IV(D) and (E) of the Employment Agreement provides, in part, that the City Council may increase Ortiz's base salary and/or other benefits based on Ortiz's performance as the City Council deems appropriate, and Section VII(C) of the Employment Agreement provides that the Parties may amend the Employment Agreement in writing by mutual agreement; and
- III.** The City Council has concluded its annual evaluation of Ortiz, and as a result of the evaluation, the Parties now desire to amend the Employment Agreement in order to increase Ortiz's base salary under the Employment Agreement as set forth herein, while leaving all other terms the same; and

**NOW, THEREFORE, IN CONSIDERATION OF PERFORMANCE BY THE
PARTIES OF THE COVENANTS AND CONDITIONS HEREIN CONTAINED, THE
PARTIES AGREE AS FOLLOWS:**

TERMS

- I. Compensation.** Section IV(A) of the Employment Agreement is hereby amended in its entirety to read as follows:

"Effective July 1, 2025, City agrees to pay Ortiz an annual base salary of Two Hundred Ninety Four Thousand dollars (\$294,000.00) payable in installments at the same time as other employees of the City are paid."
- II. Remaining Provisions.** Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Employment Agreement shall continue in full force and effect. .

Signatures on following page

**SIGNATURE PAGE TO
FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT**

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed on its behalf by its Mayor and approved as to form by its City Attorney and Ortiz has signed and executed this agreement, both in duplicate, as of the date first written above.

CITY:

By: _____
Tiffany Ackley, Mayor

Ortiz:

By: _____
Mitzi Ortiz

Approved as to Form:

By: _____
Scott C. Smith, City Attorney