

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, OCTOBER 1, 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 Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

1. **SPECIAL PRESENTATIONS:** None

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 September 17, 2025 Special and Regular Meetings.

[Draft Minutes - September 17, 2025 Special Meeting](#)

[Draft Minutes - September 17, 2025 Regular Meeting](#)

4.3 **ACCOUNTS PAYABLE**

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between August 29, 2025, and September 11, 2025, in the amount of \$1,281,006.46.

5. **PUBLIC HEARINGS:** None.

6. **DISCUSSION:**

6.1 **PROCESS TO FILL CITY COUNCIL VACANCY**

Recommended Action: Discuss the available options for filling the vacancy and provide direction to staff. The Council may either (1) proceed with an appointment within the 60-day statutory timeframe, understanding that the appointee will serve only until the November 2026 election when a special election must be conducted for the remainder of the term, or (2) call a special election in accordance with Elections Code section 1000, with the option of conducting the election as an all-mailed ballot election if permitted under Elections Code sections 4004 and 4005.

[Staff Report](#)

6.2 **EMPLOYMENT AGREEMENT FOR AN INTERIM APPOINTMENT TO THE POSITION OF CITY CLERK**

Recommended Action: Adopt a Resolution approving and authorizing the City Manager to execute an agreement with retired annuitant Kathy Bailor for the interim appointment to the position of City Clerk in compliance with Government Code Section 21221(h).

[Staff Report](#)

[Attachment 1 - Resolution](#)

[Attachment 2 - Agreement](#)

6.3 **REQUEST FOR APPROVAL TO USE CITY INDICIA AS IT RELATES TO THE ACTIVITIES OF THE NEWLY FORMED PUMP TRACK AD HOC COMMITTEE (DUNCAN) - VERBAL PRESENTATION ONLY**

Recommended Action: Approve the use of City indicia as it relates to the activities of the newly formed pump track ad hoc committee.

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

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

9. **ADJOURNMENT:**

The next regularly scheduled City Council meeting is October 15, 2025.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
September 17, 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 6:05 p.m.

ROLL CALL:

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

ABSENT: NONE

STAFF PRESENT: MITZI ORTIZ, CITY MANAGER
SCOTT SMITH, CITY ATTORNEY

PUBLIC COMMENTS:

None.

CLOSED SESSION:

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 6:35 p.m. to the September 17, 2025 Regular Council Meeting.

Respectfully submitted:

Approved by:

JANET MARTINEZ
CITY CLERK

TIFFANY ACKLEY
MAYOR

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
SEPTEMBER 17, 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
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. RYAN BUHR, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Youth resident Grant led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated there was no reportable action.

1. SPECIAL PRESENTATIONS:

1.1 RECOGNITION OF THE ALISO VIEJO GIRLS SOFTBALL (AVGS) ALL STARS

Mayor Ackley presented the certificates of recognition to 12U Destroyers Coach Alderman, 10U Ravens Coach Avila, and 8U Warriors Coach Akers, who each spoke about their teams' accomplishments and recognized the individual members of their respective teams. They expressed their appreciation.

1.2 BUSINESS OF THE MONTH - URBANE CAFE

Mayor Ackley introduced the video and presented a certificate of recognition to Urbane Cafe General Manager Jessica Anderson and New Restaurant Opening Manager Maricel Steenson, who provided a brief history of the business and expressed their appreciation

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

Addition of Item: Councilmember Zandbergen requested to add a proclamation regarding the assassination of activist Charlie Kirk to the agenda.

Motion: Councilmember Zandbergen moved and Councilmember Munzing seconded to approve the addition of the item. Motion failed 3-2, as a 4/5 vote was required, with Councilmember Hurt and Mayor Ackley dissenting.

Reordering of Item: Mayor Ackley reordered Item No. 3 Community Input to follow Item No. 6 Discussion Items.

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 Zandbergen 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 20, 2025 Special and Regular Meetings.

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between August 15, 2025, and August 28, 2025, in the amount of \$386,683.42.

4.4 TREASURER'S STATEMENT - JULY 2025

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

4.5 SECOND READING AND ADOPTION OF 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: Consider and adopt Ordinance No. 2025-247 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.

4.6 RELEASE OF BONDS FOR THE GRADING AND LANDSCAPING IMPROVEMENTS FOR THE ST. MARY'S GRADING AND LANDSCAPING PROJECT

Recommended Action: Adopt Resolution No. 2025-15 exonerating Grading Surety Bond No. 72BCSJB9767 and Landscaping Surety Bond No. 72BCSJB9771 for the St. Mary's Grading and Landscaping Project.

4.7 ADOPTION OF THE 2024-2025 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Recommended Action:

1. Find that the 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) is not subject to the California Environmental Quality Act (CEQA) because the activity is not a project as defined in Section 15378 (b)(5) of the State CEQA Guidelines;
2. Approve and adopt the 2024-2025 CAPER; and
3. Authorize the City Manager to submit the CAPER to the United States Department of Housing and Urban Development (HUD) and authorize the City Manager to submit all related documents.

4.8 RESOLUTION AMENDING THE CITY EMPLOYEE SALARY SCHEDULE TO REFLECT THE FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

Mayor Ackley opened for public comment and the following person spoke:

1. Jennifer Engle inquired about the salary increase being subject to a vote.

Recommended Action: Adopt Resolution No. 2025-16 amending the City employee salary schedule to reflect the First Amendment to City Manager Employment Agreement between the City of Aliso Viejo and Mitzi Ortiz adopted on September 3, 2025, and memorializing the terms of her continued employment in the position of City Manager.

5. **PUBLIC HEARINGS:**

None.

6. **DISCUSSION:**

6.1 **COMMUNITY YOUTH PRESENTATION, PROPOSAL, AND DISCUSSION TO BUILD A PUMP TRACK IN ALISO VIEJO (DUNCAN) - VERBAL PRESENTATION ONLY**

Mayor Pro Tem Duncan introduced community youth that provided the presentation. The presenters, along with David Browning of Orange County Mountain Bike Association, responded to questions regarding annual maintenance costs, corporate sponsorships, park lighting, fencing, obtaining signatures of support, water stations, and liability issues. Mayor Ackley opened for public comment and the following persons spoke:

1. James Gilbert expressed support for the pump track.
2. Sutton Loughran expressed support for the pump track.
3. Matt Waldon expressed support for the pump track.
4. Sonia Terwiske expressed support for the pump track.
5. Sarah Tehrani, AVCA President, expressed support for the pump track.

Recommended Action: Receive and file.

Motion: Mayor Pro Tem Duncan moved, and Councilmember Zandbergen seconded to establish a Pump Track Ad Hoc committee meeting consisting of Mayor Pro Tem Duncan and Councilmember Zandbergen. Motion carried 5-0.

MAYOR ACKLEY RECESSED THE MEETING AT 8:23 P.M. AND RECONVENED AT 8:30 P.M.

6.2 **EMPLOYEE MONTHLY HEALTH BENEFIT ALLOWANCE**

City Manager Mitzi Ortiz provided the presentation.

Recommended Action: Adopt Resolution No. 2025-17 approving an increase to the employee monthly health benefit allowance for Plan Year 2026.

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

3. **COMMUNITY INPUT:** (Reordered Item)

1. Bret Pool expressed appreciation for street improvements on Hummingbird Lane.

2. Sonia Terwiske commented on a recent Facebook post by Mayor Ackley.
3. Jennifer Engle commented on a recent Facebook post by Mayor Ackley.
4. Samuel Penrod commented on a recent Facebook post by Mayor Ackley.

7. CITY MANAGER' S REPORT:

City Manager Mitzi Ortiz expressed appreciation for the City Council's support of staff; announced registration for fall recreation classes; Aliso Viejo Trails and Creek Cleanup Event on September 20, 2025, from 8:00 a.m. to 11:00 a.m.; Furry Friends Pet Fair at Aliso Viejo Ranch on October 4, 2025, from 9:00 a.m. to 11:00 a.m.; and Movie Night at Aliso Viejo Ranch on October 10, 2025 with event beginning at 5:30 p.m. and movie starting at 6:30 p.m.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Munzing:

- Commented on the recent assassination of Charlie Kirk

Councilmember Zandbergen:

- Commented on the recent assassination of Charlie Kirk

Councilmember Hurt:

- Commented on positive impacts of Community Development Block Grant (CDBG) funds
- Commented on the City's strategic plan
- Commented on addition to the agenda
- Reflected on the work of Martin Luther King Jr.

Mayor Pro Tem Duncan:

- Commented on recently obtaining his AWS Solutions Architect certification
- Commented on the recent assassination of Charlie Kirk

Mayor Ackley:

- Commented on a recent Facebook post and freedom of speech

9. ADJOURNMENT: Mayor Ackley adjourned the meeting at 9:02 p.m. to the regularly scheduled City Council meeting of October 1, 2025.

Respectfully submitted:

Approved by:

JANET MARTINEZ
CITY CLERK

TIFFANY ACKLEY
MAYOR

City of Aliso Viejo

AGENDA ITEM



DATE: October 1, 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 29, 2025, and September 11, 2025, in the amount of \$1,281,006.46.

Fiscal Impact:

Expenditures in the amount of \$1,281,006.46.

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 29, 2025, and September 11, 2025, for \$1,281,006.46, 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		
BEST BEST & KRIEGER	JUL'25 BBK APPLICANT INITIATED REIMB(AIR)-ARGONAUT	817.00
ALISO VIEJO VENTURE PROPERTIES, LLC	80114_200 FREEDOM LN_AV VENTURE PROPERTIES	40,000.00
		40,817.00
CITY MANAGER		
US BANK PURCHASING CARD PROGRAM	LL 8/13 OC REGISTER-SBSCPTN/4 WKS	26.00
US BANK PURCHASING CARD PROGRAM	LL 8/14 LA TIMES-DIGITAL SBSCPTN/4 WKS	7.96
	CITY MANAGER TOTAL:	33.96
ECONOMIC DEVELOPMENT		
ERIC WINTER	SEP'25-BOTM_URBANE CAFE & OCT'25 BOTM_DONKASU	1,645.94
	ECONOMIC DEVELOPMENT TOTAL:	1,645.94
HUMAN RESOURCES		
OC FAMILY MEDICINE	MAY-JUN'25 TB TESTS & EMPLOYEE EXAMS	1,450.00
HEALTH AND HUMAN RESOURCE CENTER INC	OCT'25 EAP PROGRAM	102.90
	HUMAN RESOURCES TOTAL:	1,552.90
CITY CLERK		
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011745654 - 7/16&24 NIB GLENWOOD REHAB	1,062.13
STAPLES ADVANTAGE	AUG'25 CCLK OFFICE SUPPLIES	40.60
US BANK PURCHASING CARD PROGRAM	JM 7/25 CMCA-CONF PRE-REG 4/29-5/1/26 J. MARTINEZ	650.00
US BANK PURCHASING CARD PROGRAM	LL 7/30 CMCA ANNUAL MBSHP L.LONG	250.00
	CITY CLERK TOTAL:	2,002.73
CITY ATTORNEY		
BEST BEST & KRIEGER	JUL'25 BBK GENERAL RETAINER LEGAL SERVICES	25,792.00
BEST BEST & KRIEGER	JUL'25 BBK LABOR & EMPLOYMENT (SPECIALIZED)	832.80
BEST BEST & KRIEGER	JUL'25 NPDES NEW PERMIT (NON-RETAINER)	1,390.50
	CITY ATTORNEY TOTAL:	28,015.30
FINANCE		
US BANK PURCHASING CARD PROGRAM	AE 8/11 GFOA - FY 25-26 GFOA MEMBERSHIP	500.00
	FINANCE TOTAL:	500.00
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	AUG'25 ACCT#9302 LAB INTERNET	78.56
COX COMMUNICATIONS, INC	JUL'25 ACCT#9302 LAB INTERNET	85.39
COX COMMUNICATIONS, INC	SEP'25 ACCT#9302 LAB INTERNET	140.06
US BANK PURCHASING CARD PROGRAM	IA 6/28 GOOGLE - EOC YOUTUBE SUBSCR	82.99
US BANK PURCHASING CARD PROGRAM	IA 7/16 WAITWHILE SUBSCRIPTION	196.00
US BANK PURCHASING CARD PROGRAM	IA 6/24 GOTOCOM-GOTO WEBINAR STND 6/18/25-6/17/26	1,068.00
US BANK PURCHASING CARD PROGRAM	IA 6/30 PHILZ COFFEE - DEPT MEETING	22.20
GOTO COMMUNICATIONS	SEP'25 CH GOTO VOIP SERVICE & SUPPORT	1,995.44
TANGENT COMPUTERS INC	8/23/25-9/22/25 CH O365 LICENSING AND SUPPORT	3,000.00
LUNAVI, INC	SEP'25 OFFSITE BACKUP STORAGE	622.50
	INFORMATION TECHNOLOGY TOTAL:	7,291.14
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	SEP'25 - RECORDS OFF SITE STORAGE	432.28
IPROMOTEU.COM INC	BUS CARDS-AV RANCH	85.58
STAPLES ADVANTAGE	AUG'25 COPY&BREAKROOM SUPPLIES NON DEPARTMENTAL	615.05
NIEVES LANDSCAPE INC	AUG'25 LANDSCAPE MAINTENANCE VISTA PARK	1,100.11
VOYAGER FLEET SYSTEMS INC	AUG'25 VEHICLE FUEL	743.51
KYRSTI NICOLE ASHMALL	JUL'25-11.85HRS-PIO_ENEWS/C. MGR MSG-MYR OUTR MSG	1,066.50
KYRSTI NICOLE ASHMALL	AUG'25-3.24 HRS-PIO GENERAL: ENEWS	291.60
US BANK PURCHASING CARD PROGRAM	IA 7/15 WOODRANCH KITCHEN & BAR - QTRLY STAFF MTG	821.86
US BANK PURCHASING CARD PROGRAM	IA 7/14 MICRO CENTER - QTRLY STAFF MTG PRIZES	76.41
VIGICABI INC	JUL'25 REMOVAL OF BANNERS - INDEPENDENCE DAY	1,449.00
US BANK PURCHASING CARD PROGRAM	KB 8/12 VIOC - CITY TRUCK OIL CHANGE MAINT	139.80
US BANK PURCHASING CARD PROGRAM	LL 8/08 PRIMO-SPKLTTS BTL WTR DEL/8 CASES	61.16
US BANK PURCHASING CARD PROGRAM	LL 8/05 PRIMO-SPKLTTS BTL WTR DEL/8 CASES	87.51

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	LL 8/06 TONY PEPPERONI-CC MTG 8/06 DINNER	353.90
US BANK PURCHASING CARD PROGRAM	LL 8/20 LUNA GRILL-CC MTG 08/20 DINNER	295.38
US BANK PURCHASING CARD PROGRAM	LL 7/29 PRIMO-SPKLTTS BTL WTR DEL/8 CASES	61.16
US BANK PURCHASING CARD PROGRAM	LL 8/20 COSTCO-INSTACART/COFFEE DRINKS & SNACKS	229.08
MOULTON NIGUEL WATER DIST	ACCT#64101 VISTA WATER SVC	692.88
US BANK PURCHASING CARD PROGRAM	SP 8/12 7-11- RAV4 CAR WASH	12.00
NON-DEPARTMENTAL TOTAL:		8,614.77
C. S. ADMINISTRATION		
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON- 50 ASSORTED SELF-INK STAMPS	16.15
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-MAGNETIC LIGHT COVER REFUND	(16.15)
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-CLEAR PLASTIC KEY STAGS AVR KEY SAFE	9.18
SOLINK INC	1000 POSTCARDS - TREE LIGHTING 2025	182.10
US BANK PURCHASING CARD PROGRAM	EM RCS 8/04 FUN EXPRESS-TREE LIGHTING SUPPLIES CR	2,365.93
US BANK PURCHASING CARD PROGRAM	JB 8/04 COSTCO-SUPPLIES	133.66
US BANK PURCHASING CARD PROGRAM	JNL 8/16 FACEBK-AVR IG BOOSTED POST	59.95
US BANK PURCHASING CARD PROGRAM	LL 7/29 FACEBK-ADS	2.60
US BANK PURCHASING CARD PROGRAM	LL 7/31 FACEBK-ADS	14.57
C. S. ADMINISTRATION TOTAL:		2,767.99
IGLESIA PARK		
PV MAINTENANCE INC	JUL'25 PVM IGLESIA PARK MAINTENANCE	1,281.00
PV MAINTENANCE INC	AUG'25 PVM IGLESIA PARK MAINTENANCE	193.00
NIEVES LANDSCAPE INC	AUG'25 LANDSCAPE MAINTENANCE IGLESIA PARK	7,319.43
US BANK PURCHASING CARD PROGRAM	KB 8/05 THE HOMEDEPOT-IGLESIA SECURITY ALARM BATT	98.57
IGLESIA PARK TOTAL:		8,892.00
IGLESIA BUILDING		
PV MAINTENANCE INC	JUL'25 PVM IGLESIA PARK CC MAINTENANCE	579.00
SONITROL ORANGE COUNTY LLC	SEP'25 IGLESIA ACCESS CONTROL	114.86
IGLESIA BUILDING TOTAL:		693.86
PLANNING		
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011746249 - 7/24&31 PH 2025 BLDG CODE ADPTN	590.49
US BANK PURCHASING CARD PROGRAM	SK 8-22-25 US BANK CC REIMB (CR 08-27-25)	107.78
PLANNING TOTAL:		698.27
BUILDING		
CHARLES ABBOTT ASSOC INC	AUG'25 CAA CONTRACT SERVICES - BUILDING	47,464.76
BUILDING TOTAL:		47,464.76
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	AUG'25 CAA CONTRACT SERVICES - CODE ENFORCEMENT	7,565.00
US BANK PURCHASING CARD PROGRAM	SK 8/08 EXTRA SPACE STORAGE-CODE ENFORCEMENT	729.20
CODE ENFORCEMENT TOTAL:		8,294.20
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	AUG'25 PVM WAREHOUSE LEASE	1,035.00
PV MAINTENANCE INC	SEP'25 PVM WAREHOUSE LEASE	1,035.00
SHAUN PELLETIER	SP 8/16-8/20/25 APWA CONF EXP REIMB	173.00
MURPHY SWITCH OF CA	SEP'25 MURCAL IOT SMARTCOMMAND MONITORING SERVICE	450.00
US BANK PURCHASING CARD PROGRAM	SP 8/18 PIZANOS PIZZA - APWA PWX CONF MEAL	42.69
US BANK PURCHASING CARD PROGRAM	SP 8/20 MHR MARQUIS- APWA PWX CONF HOTEL	1,150.56
US BANK PURCHASING CARD PROGRAM	SP 8/13 SOUTHWEST - FLIGHT CREDIT	(35.35)
US BANK PURCHASING CARD PROGRAM	SP 8/16 STALEYS - APWA PWX CONF MEAL	38.18
ENGINEERING (GENERAL) TOTAL:		3,889.08
STREET MAINTENANCE		
PV MAINTENANCE INC	JUL'25 PVM STREET MAINT - CALLE CORTEZ GRAFFITI	1,097.00
PV MAINTENANCE INC	AUG'25 PVM STREET MAINTENANCE MOE TAX	22,252.74
STREET MAINTENANCE TOTAL:		23,349.74
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	SEP'25 LAW ENFORCEMENT/BODY CAMERAS/IN CAR VIDEO	944,992.18
LAW ENFORCEMENT-CONTRACT TOTAL:		944,992.18
EOC		
US BANK PURCHASING CARD PROGRAM	JD 7/30 AV SELF STORAGE- #75 PUBLIC SAFETY AUG'25	475.00
EOC TOTAL:		475.00
GENERAL FUND TOTAL:		1,131,990.82

Vendor Name	Description (Item)	Amount
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
PV MAINTENANCE INC	JUL'25 PVM CH MAINTENANCE	386.00
THURSTON ELEVATOR CONCEPTS INC	SEP'25 CH ELEVATOR MAINTENANCE	140.00
SONITROL ORANGE COUNTY LLC	SEP'25 CH INTRUSION DETECTION	400.80
SONITROL ORANGE COUNTY LLC	SEP'25 CH ACCESS CONTROL	639.87
NIEVES LANDSCAPE INC	AUG'25 LANDSCAPE MAINTENANCE CH	724.89
NIEVES LANDSCAPE INC	AUG'25 LANDSCAPE MAINTENANCE - PLANTS CH	154.00
THE GAS COMPANY	07/01/25-07/31/25 MTR#16122180 CH GAS SVC	71.95
THE GAS COMPANY	07/31/25-09/02/25 MTR#16122180 CH GAS SVC	96.18
SO CAL EDISON	AUG'25 ACCT#7189 CH ELECTRICITY	8,484.01
US BANK PURCHASING CARD PROGRAM	KB 8/18 THE HOMEDOT - CH HVAC REPAIR	28.48
US BANK PURCHASING CARD PROGRAM	KB 8/18 THE HOMEDOT - CH HVAC REPAIR	33.40
US BANK PURCHASING CARD PROGRAM	KB 8/07 JOHNSTONE - CH HVAC REPAIR	48.48
MOULTON NIGUEL WATER DIST	ACCT#65408/65407/65406 CH WATER SVC	780.79
NON-DEPARTMENTAL TOTAL:		11,988.85
GEN. FD-CITY HALL TOTAL:		11,988.85

103 - GF-AV RECREATION SERVICES

RECREATION SERVICES

CSG FORTE PAYMENTS, INC	AUG'25 CREDIT CARD SERVICE FEES - POS	1,393.60
CSG FORTE PAYMENTS, INC	AUG'25 CREDIT CARD SERVICE FEES - WEB	1,309.84
PV MAINTENANCE INC	AUG'25 PVM AVR MAINTENANCE	516.05
PRESTIGIOUS CLEANERS LLC	8/07 AVR DRY CLEANING	470.88
PRESTIGIOUS CLEANERS LLC	8/30 AVR DRY CLEANING	486.58
GARDAWORLD	SEP'25 AVR - CASH COURIER SERVICE	491.42
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-CAYDO 2000 PCS POM POMS CDC	15.07
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-CHILDCRAFT CONSTRUCTION PAPER CDC	16.08
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-KARSSPOR GLITTER LANYARD STRINGS CDC	113.10
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-EVERREADY DISPOSABLE ICE BACKS CDC	69.98
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-GOSPORTS SOCCER BALL CDC	58.97
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON- HI-Q BOARDGAME CDC	10.66
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-GOSPORTS DODGEBALLS CDC	53.86
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-COLORATIONS CONSTRUCTION PAPER CDC	41.68
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-FRANKLIN KIDS JUNIOR FOOTBALLS CDC	37.70
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-DECORA 1000 PCS GOOGLY EYES CDC	9.68
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-UPINS 1000 PCS GOOGLY EYES CDC	7.53
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-WAKA OFFICIAL KICKBALL CDC	28.74
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-TRURAY CONSTRUCTION PAPER CDC	28.48
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-POOL BEACH WATER FOOTBALL CDC	21.54
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-YUNSAILING LANYARD STRINGS CDC	120.99
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-MEGA MARBLES SET CDC	19.19
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-GOLIATH CHESS/CHECKERS CDC	12.13
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-BIRDDIE BEADED JUMP ROPES CDC	13.20
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-HASBRO GUESS WHO GAME CDC	16.94
AMAZON CAPITAL SERVICES INC	AUG'25 AMAZON-EFOK BLUE PAINTERS TAPE AVR	44.01
SONITROL ORANGE COUNTY LLC	SEP'25 AVR AVCENTER & AQC ACCESS CONTROL	805.81
FACILITRON, INC.	7/07/25-8/01/25 CUSD FACILITY-CULINARY	4,045.60
LYONS SECURITY SERVICE IN	AUG'25 GCF SECURITY SERVICES	907.50
LYONS SECURITY SERVICE IN	AUG'25 AVR EVENT SECURITY SERVICES	3,143.25
CINTAS CORPORATION NO. 2	SEP'25 AVR FIRST AID SUPPLIES	168.38
TEAM ONE MANAGEMENT SERVICES	AUG'25 AVR JANITORIAL SERVICES	5,600.00
CAPISTRANO UNIFIED SCHOOL DISTRICT	JUL'25 CUSD TRANSPORTATION - SUMMER CAMP	4,650.00
JOHN DAVID ALLEN JR	FALL2025-ATN184/ATN146/ATN060 TENNIS-10 PARTICIPAN	366.00
NIEVES LANDSCAPE INC	AUG'25 LANDSCAPE MAINTENANCE AVR	2,419.14
FACILITRON, INC.	8/04/25 CUSD FACILITY-CULINARY CLEAN UP	8.24
FACILITRON, INC.	7/13/25-8/17/2 CUSD TENNIS FACILITY	48.42
SO CAL EDISON	AUG'25 ACCT#4551 FARM ELECTRICITY	441.87
SO CAL EDISON	AUG'25 ACCT#6247 AVR ELECTRICITY	4,983.73
FACILITRON, INC.	7/21/25-7/25/25 CUSD FACILITY-ANIME	149.35
FACILITRON, INC.	7/21/25-7/25/25 CUSD FACILITY-STOP MOTION	149.35
FACILITRON, INC.	7/07/25-7/18/25 CUSD FACILITY-BASKETBALL	314.30
US BANK PURCHASING CARD PROGRAM	EM RCS 8/13 GRAMMARLY SUBSCRIPTION	139.95
GOTO COMMUNICATIONS	SEP'25 AVR GOTO VOIP SERVICE & SUPPORT	662.00

Vendor Name	Description (Item)	Amount
TANGENT COMPUTERS INC	8/23/25-9/22/25 AVR O365 LICENSING AND SUPPORT	561.85
US BANK PURCHASING CARD PROGRAM	JB 8/04 DICKS SPORTING GOODS-VBALL NET	107.74
US BANK PURCHASING CARD PROGRAM	JB 7/22 REGAL-CDC WK 7 EXCURSION TCKT PURCHASE	809.46
US BANK PURCHASING CARD PROGRAM	JB 7/24 REGAL-CDC WK 7 EXCURSION TICKET REFUND	(59.96)
US BANK PURCHASING CARD PROGRAM	JB 7/22 REGAL-CDC WK 7 EXCURSION TICKET REFUND	(48.00)
US BANK PURCHASING CARD PROGRAM	JB 7/31 KNOTTS-CDC WK 8 FORGOTTEN CAMPER LUNCH	19.02
US BANK PURCHASING CARD PROGRAM	JB 8/14 LEGOLAND-CDC WK 10 BUS PARKING	35.00
US BANK PURCHASING CARD PROGRAM	JB 8/06 SUBWAY-CDC WK 9 EXCURSION STAFF LUNCH	41.94
US BANK PURCHASING CARD PROGRAM	JB 7/24 DAVE & BUSTERS-CDC WK 7 ARCADE PURHCASE	572.00
US BANK PURCHASING CARD PROGRAM	JNL 7/23 CANVA SUBSCRIPTION	119.40
US BANK PURCHASING CARD PROGRAM	JNL 7/23 SUBWAY-WEEK 7 STAFF EXCURSION MEALS	43.02
US BANK PURCHASING CARD PROGRAM	JNL 8/13 SUBWAY- WEEK 10 STAFF EXCURSION MEALS	43.56
US BANK PURCHASING CARD PROGRAM	JNL 8/07 AQUARIUM- WEEK 9 EXCURSION TICKETS	1,186.95
US BANK PURCHASING CARD PROGRAM	JNL 7/30 SUBWAY- WEEK 8 STAFF EXCURSION MEALS	43.02
US BANK PURCHASING CARD PROGRAM	KB 8/11 THE HOMEDEPOT-DOLLY REPAIR AVR	29.71
US BANK PURCHASING CARD PROGRAM	KB 8/11 THE HOMEDEPOT-LIGHTING RE-WIRE EQUIPMENT	138.87
US BANK PURCHASING CARD PROGRAM	KB 7/29 THE HOMEDEPOT- MIRROR WALL REPAIR AVR	101.50
US BANK PURCHASING CARD PROGRAM	KB 7/29 DENAULTS-DOLLY REPAIR MISC HARDWARE AVR	16.96
US BANK PURCHASING CARD PROGRAM	KB 8/05 THE HOMEDEPOT- MIRROR WALL REPAIR AVR	72.79
US BANK PURCHASING CARD PROGRAM	KB 8/05 THE HOMEDEPOT-DOLLY REPAIR AVR	17.42
US BANK PURCHASING CARD PROGRAM	KB 7/9 DENAULTS - DOLLY REPAIR MISC HARDWARE AVR	29.65
FACILITRON, INC.	7/28/25-8/01/25 CUSD FACILITY-BASKETBALL	157.15
FACILITRON, INC.	7/07/25-7/17/25 CUSD TENNIS FACILITY	217.44
MOULTON NIGUEL WATER DIST	ACCT#105234/104936/104935/104986 RANCH WATER SVC	1,497.19
MOULTON NIGUEL WATER DIST	ACCT#104515/104519 FARM WATER SVC	480.32
FACILITRON, INC.	8/04/25-8/07/25 CUSD TENNIS FACILITY	108.72
FACILITRON, INC.	7/21/25-7/25/25 CUSD FACILITY-JEWELRY	66.95
RECREATION SERVICES TOTAL:		40,820.46
GF-AV RECREATION SERVICES TOTAL:		40,820.46

203 - GAS TAX

STREET MAINTENANCE

PV MAINTENANCE INC	AUG'25 PVM STREET MAINTENANCE GAS TAX	27,197.80
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	AUG'25 USA DATABASE MAINT + 50 TICKETS	110.00
NIEVES LANDSCAPE INC	AUG'25 LANDSCAPE MAINTENANCE MEDIANS	1,695.68
SO CAL EDISON	AUG'25 ACCT#6377 LS2 ST LIGHTS ELECTRICITY	1,237.47
SO CAL EDISON	AUG'25 ACCT#7241 LS1 ST LIGHTS ELECTRICITY	18,149.38
SO CAL EDISON	AUG'25 ACCT#8254 TC1 ST LIGHTS ELECTRICITY	3,899.40
MOULTON NIGUEL WATER DIST	ACCT#64613/64615/65346 MEDIANS WATER SVC	848.98
STREET MAINTENANCE TOTAL:		53,138.71
GAS TAX TOTAL:		53,138.71

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

US BANK PURCHASING CARD PROGRAM	JD 8/20 SOCAL RADAR LASER-LIDAR REPAIR & CERT	652.50
COUNTY OF ORANGE	SEP'25 CITATION/MDC EQUIPMENT	6,918.26
LAW ENFORCEMENT-OTHER TOTAL:		7,570.76
PUBLIC SAFETY GRANTS TOTAL:		7,570.76

231 - OTHER GRANTS

OTHER GRANTS

CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011743744 - 7/3 PH PLHA FUNDING 2023	287.86
COUNTY OF ORANGE	SEP'25 BEHAVIORAL HEALTH BUREAU - PLHA GRANT	2,692.92
OTHER GRANTS TOTAL:		2,980.78
OTHER GRANTS TOTAL:		2,980.78

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS

ERIC WINTER	AUG'25-CC MTGS 8/6&8/13.SPORTSZONE 1.ADMIN	1,033.92
GEN-TECHNOLOGY GRANTS TOTAL:		1,033.92
TECHNOLOGY FUND TOTAL:		1,033.92

Vendor Name	Description (Item)	Amount
261 - CITY FAC.-AQUATIC CENTER		
PREMIER AQUATIC SERVICES	SEP'25 AQC MANAGEMENT FEE RETENTION	(1,208.30)
		-1,208.30
GEN-AQUATIC CENTER		
COX COMMUNICATIONS, INC	AUG'25 ACCT#6701 AQC INTERNET	510.11
COX COMMUNICATIONS, INC	JUL'25 ACCT#6701 AQC INTERNET	510.11
COX COMMUNICATIONS, INC	SEP'25 ACCT#6701 AQC INTERNET	510.11
HASA INC	AUG'25 AQC POOL CHEMICALS - CHLORINE & ACID	2,219.14
GARDAWORLD	SEP'25 AQC - CASH COURIER SERVICE	546.26
PREMIER AQUATIC SERVICES	SEP'25 AQC MANAGEMENT FEE	12,083.00
AQUATIC TECHNOLOGIES, INC	JUL'25 SPA BOILER/HEATER REPLACE (2ND STAGE) - AQC	4,000.00
AQUATIC TECHNOLOGIES, INC	JUL'25 POOL MAINTENANCE	2,693.00
AQUATIC TECHNOLOGIES, INC	AUG'25 POOL MAINTENANCE	2,693.00
NIEVES LANDSCAPE INC	AUG'25 LANDSCAPE MAINTENANCE - AQC	975.59
THE GAS COMPANY	07/02/25-08/01/25 MTR#15672349 AQC GAS SVC	1,877.17
THE GAS COMPANY	08/01/25-09/03/25 MTR#15672349 AQC GAS SVC	1,178.81
US BANK PURCHASING CARD PROGRAM	KB 7/23 SCP- AQC POOL CHEMICALS	218.02
US BANK PURCHASING CARD PROGRAM	KB 7/29 THE HOMEDEPOT - HARDWARE RETURN	(86.05)
US BANK PURCHASING CARD PROGRAM	KB 7/25 THE HOMEDEPOT-MAKEUP WATER PIPE REPAIR	111.18
MOULTON NIGUEL WATER DIST	ACCT#64095/64096 AQC WATER SVC	417.71
FACILITRON, INC.	7/01/25-8/07/25CUSD POOL FACILITY-PREMIERWATERPOLO	2,233.30
	GEN-AQUATIC CENTER TOTAL:	32,690.46
	CITY FAC.-AQUATIC CENTER TOTAL:	31,482.16
	GRAND TOTAL:	1,281,006.46

Fund Summary		
Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,131,990.82	1,131,990.82
102 - GEN. FD-CITY HALL	11,988.85	11,988.85
103 - GF-AV RECREATION SERVICES	40,820.46	40,820.46
203 - GAS TAX	53,138.71	53,138.71
215 - PUBLIC SAFETY GRANTS	7,570.76	7,570.76
231 - OTHER GRANTS	2,980.78	2,980.78
241 - TECHNOLOGY FUND	1,033.92	1,033.92
261 - CITY FAC.-AQUATIC CENTER	31,482.16	31,482.16
Grand Total:	1,281,006.46	1,281,006.46

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,131,990.82
102 - GEN. FD-CITY HALL	11,988.85
103 - GF-AV RECREATION SERVICES	40,820.46
203 - GAS TAX	53,138.71
215 - PUBLIC SAFETY GRANTS	7,570.76
231 - OTHER GRANTS	2,980.78
241 - TECHNOLOGY FUND	1,033.92
261 - CITY FAC.-AQUATIC CENTER	31,482.16
Grand Total:	1,281,006.46

Account Summary

Account Number	Account Name	Payment Amount
101-2602-000	PLANNING DEPOSIT	817.00
101-2606-000	C & D DEPOSIT	40,000.00
101-4-1501-4611-000	PUBLICATIONS/REF MAT...	33.96
101-4-1502-4302-000	ECONOMIC DEVELOPM...	1,645.94
101-4-1503-4309-000	OTHER CONTRACTUAL S...	1,552.90
101-4-1601-4303-000	LEGAL NOTICES	1,062.13
101-4-1601-4520-000	MTGS/CONF./TRNG & D...	650.00
101-4-1601-4521-000	MEMBERSHIP & DUES	250.00
101-4-1601-4601-000	SUPPLIES	40.60
101-4-2101-4304-000	LEGAL SERVICES	25,792.00
101-4-2101-4532-000	SPECIAL PROJECTS	832.80
101-4-2101-4701-000	NPDES	1,390.50
101-4-2501-4521-000	MEMBERSHIP & DUES	500.00
101-4-3101-4305-000	TECHNOLOGY SERVICES	2,382.44
101-4-3101-4481-000	COMPUTER EXPENSE	4,886.50
101-4-3101-4520-000	MTGS/CONF./TRNG & D...	22.20
101-4-3501-4301-000	PROFESSIONAL SERVICES	1,358.10
101-4-3501-4431-000	BUILDING & GROUND M...	1,792.99
101-4-3501-4471-000	RENT	432.28
101-4-3501-4513-000	PRINTING	85.58
101-4-3501-4516-000	FUEL	743.51
101-4-3501-4517-000	VEHICLE MAINTENANCE	151.80
101-4-3501-4553-000	COMMUNITY BRANDING	1,449.00
101-4-3501-4601-000	SUPPLIES	615.05
101-4-3501-4612-000	OPERATING SUPPLIES	1,986.46
101-4-4101-4501-000	ADVERTISING & PROMO...	77.12
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	2,548.03
101-4-4101-4601-000	SUPPLIES	142.84
101-4-4102-4431-000	BUILDING & GROUND M...	8,892.00
101-4-4103-4431-000	BUILDING & GROUND M...	693.86
101-4-4401-4513-000	PRINTING	590.49
101-4-4401-4612-000	OPERATING SUPPLIES	107.78
101-4-4402-4751-000	C.S-BUILDING	47,464.76
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	8,294.20
101-4-4501-4471-000	RENT	2,070.00
101-4-4501-4520-000	MTGS/CONF/TRNG & D...	1,369.08
101-4-4501-4701-000	NPDES	450.00
101-4-4503-4771-000	C.S-STREET MAINTENAN...	23,349.74
101-4-5101-4308-000	LAW ENFORCEMENT	944,992.18
101-4-5401-4471-000	RENT	475.00
102-4-3501-4411-000	UTILITIES	9,432.93
102-4-3501-4431-000	BUILDING & GROUND M...	2,555.92
103-4-4105-4305-000	TECHNOLOGY SERVICES	2,289.01
103-4-4105-4309-000	OTHER CONTRACTUAL S...	5,739.26
103-4-4105-4411-000	UTILITIES	6,480.92

Account Summary

Account Number	Account Name	Payment Amount
103-4-4105-4431-000	BUILDING & GROUND M...	12,085.34
103-4-4105-4451-000	FARM OPERATING EXPE...	1,829.69
103-4-4105-4561-000	TAXES/FEES/PERMITS	3,194.86
103-4-4105-4570-000	CITY CAMP EXPENSE	8,031.53
103-4-4105-4601-000	SUPPLIES	212.39
103-4-4105-4612-000	OPERATING SUPPLIES	957.46
203-4-4503-4411-000	UTILITIES	24,135.23
203-4-4503-4771-000	C.S-STREET MAINTENAN...	29,003.48
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM...	7,570.76
231-4-6131-4309-000	OTHER CONTRACTUAL S...	2,980.78
241-4-6141-4309-000	OTHER CONTRACTUAL S...	1,033.92
261-2103-000	RETENTIONS PAYABLE	-1,208.30
261-4-6161-7321-000	ANHS POOL RENTAL	2,233.30
261-4-6161-7401-000	EQUIPMENT MAINTENA...	9,386.00
261-4-6161-7411-000	UTILITIES	5,004.02
261-4-6161-7421-000	BUILDING & GROUND M...	1,218.74
261-4-6161-7425-000	POOL MAINTENANCE	2,219.14
261-4-6161-7445-000	FEES & PERMITS	546.26
261-4-6161-7451-000	MANAGEMENT FEES	12,083.00
Grand Total:		1,281,006.46

Project Account Summary

Project Account Key	Payment Amount
None	1,259,342.31
1002FALL	366.00
1002SUMMERCAMP	5,373.26
10044309	2,980.78
9014612	649.28
9024612	898.27
9934527	2,548.03
9974570	8,031.53
SDP-2024-00001	817.00
Grand Total:	1,281,006.46

City of Aliso Viejo

AGENDA ITEM



DATE: October 1, 2025

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney

SUBJECT: PROCESS TO FILL CITY COUNCIL VACANCY

Recommended Actions:

Discuss the available options for filling the vacancy and provide direction to staff. The Council may either (1) proceed with an appointment within the 60-day statutory timeframe, understanding that the appointee will serve only until the November 2026 election when a special election must be conducted for the remainder of the term, or (2) call a special election in accordance with Elections Code section 1000, with the option of conducting the election as an all-mailed ballot election if permitted under Elections Code sections 4004 and 4005.

If the Council elects to make an appointment, it should discuss at this meeting what processes, if any, it wishes to adopt for contacting, interviewing, nominating and voting on an appointment.

Fiscal Impact:

The estimated cost for holding a special election to fill the current council vacancy is between \$673,698 and \$688,416.

Background:

On September 19, 2025, a vacancy was created on the City Council due to the resignation of Councilmember Richard Hurt, representing District 3. Councilmember Hurt was first elected in 2020, and re-appointed in lieu of an election in 2024 to a term expiring in November 2028.

Discussion:

Pursuant to Government Code section 36512, the City Council must act within 60 days of the effective date of the vacancy to determine whether to fill the seat by appointment or to call a special election.

If the Council chooses to appoint, the appointment must be made within the 60-day period, or before November 18th. As Councilmember Hurt was serving the first half of his current term, pursuant to Government Code section 36512(b), an appointee may only serve until the next regularly scheduled municipal election, which in this case is November 2026, at which time a special election for District 3 will be added to the General Municipal Election to fill the balance of the unexpired term through 2028.

Alternatively, the Council may call a special election to fill the vacancy at this time. If a special election is called, it must be held on the next regularly established election date not less than 114 days from the call of election, consistent with Elections Code section 1000. That date is April 14, 2026. As 2026 is a gubernatorial election year, the traditional “primary” is scheduled for June 3rd and therefore not available to consolidate with the City’s special election. It is not expected that any other races or measures affecting Aliso Viejo voters would be called for April 14th, making this choice of election date very expensive.

For general law cities, all-mailed ballot elections are permitted under Elections Code sections 4004 and 4005 if certain conditions are met. Specifically, the election must be for a City with a population less than 100,000, *cannot* be consolidated with another election, and must be used to fill a vacancy (EC 4004), or requires the elections official to establish vote centers and make in-person voting available prior to election day (EC 4005). All-mailed ballot elections can be less expensive than in-person special elections, however, are still considerably more expensive than consolidated special elections, such as would occur if the Council made an appointment now and filled the remainder of the term at the November 2026 election.

In summary, the Council has two options: (1) appoint an eligible resident to serve temporarily until the November 2026 election, at which time voters will elect a candidate to serve the remainder of the term, or (2) call a special election to fill the vacancy sooner, in accordance with state election law.

Attachments:

None.

City of Aliso Viejo

AGENDA ITEM



DATE: October 1, 2025

TO: Mayor and City Council

FROM: Mitzi Ortiz, City Manager

SUBJECT: EMPLOYMENT AGREEMENT FOR AN INTERIM APPOINTMENT TO
THE POSITION OF CITY CLERK

Recommended Action:

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

Fiscal Impact:

The City will incur a base wage cost of \$87.05 per hour for the interim City Clerk, 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 City Manager's Office.

Background:

Janet Martinez, the current City Clerk, has submitted her resignation, with her final day of service to be October 3, 2025. To ensure continuity of operations, there is an immediate need to fill this position on an interim basis, as the role is critical to City functions. A recruitment to fill this position on a permanent basis is currently underway.

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 City Clerk is proposed to receive \$87.05 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 twenty (20) hours per week, ensuring compliance with the 960-hour per fiscal year restriction across all CalPERS-covered agencies.

The recruitment process for the permanent City Clerk is anticipated to take three to four months. During this period, staff recommends appointing Kathy Bailor as Interim City Clerk. Ms. Bailor brings over 42 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 KATHY BAILOR AS INTERIM CITY CLERK 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 Kathy Bailor as an interim appointment retired annuitant to the vacant position of City Clerk for the City of Aliso Viejo under Government Code sections 7522.56 and 21221(h), effective October 6, 2025, to perform necessary city clerk functions; and

WHEREAS, Bailor has 42 years of public agency administrative experience and more than 16 years city clerk 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 City Clerk was posted on September 30, 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 Bailor 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 Bailor earlier, and the term will not exceed the limitations set forth by CalPERS for employment of retired annuitants; and

WHEREAS, the employment agreement between Bailor 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 Bailor that the combined total hours to be worked by Bailor 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 \$15,089.92 and the hourly equivalent is \$87.05 and the minimum monthly base salary for this position is \$10,975.50 and the hourly equivalent is \$63.31; and

WHEREAS, the hourly rate paid to Bailor for her services as Interim City Clerk will be \$87.05; and

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

WHEREAS, Bailor 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), Bailor 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. Kathy Bailor has the specialized skills needed to perform the work required for the City Clerk position on an interim basis until a permanent City Clerk commences his or her employment.

SECTION 3. The City Council hereby appoints Kathy Bailor as interim City Clerk effective October 6, 2025, until the date immediately preceding the date on which the permanent replacement for the vacant position of City Clerk 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 City Clerk.

SECTION 4. The employment agreement with Bailor, 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 1st day of October, 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 1st day of October, 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

JANET MARTINEZ
CITY CLERK

AGREEMENT FOR INTERIM CITY CLERK

THIS AGREEMENT (“Agreement”), is made and entered into this 1st day of October by and between the City of Aliso Viejo (“CITY”) and Kathy Bailor (“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 City Clerk, in accordance with the terms set forth in this Agreement; and

B. RETIREE desires to accept employment as City Clerk 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 City Clerk, a position involving specialized skills and training, and which is critically necessary to the on-going duties and functions of the Department of Government Services 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 of her extensive knowledge and skills relating to the position of City Clerk,

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 City Clerk 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 City Clerk 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 City Clerk 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 City Clerk 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 City Manager, which date shall be the date first referenced above. RETIREE shall commence the performance of her duties under this Agreement on October 6, 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 City Clerk; (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 City Clerk:

Beginning as of the Commencement Date, CITY agrees to pay to RETIREE for all hours worked under this Agreement, \$87.05 per hour consistent with the payrate established for the City

Clerk 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

KATHY BAILOR
ADDRESS ON FILE

12. **HOURS OF WORK.** RETIREE shall devote the time necessary to adequately perform her duties as the City Clerk 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 City Clerk 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 recording 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 City Clerk 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 City Clerk 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: _____

Approved as to Form:

By: _____
Scott C. Smith, City Attorney

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: _____
Kathy Bailor

Date: _____