

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, NOVEMBER 5, 2025
5:30 PM CLOSED SESSION
6:00 PM STUDY SESSION
7:00 PM REGULAR MEETING

CITY HALL
COUNCIL CHAMBERS
12 JOURNEY
ALISO VIEJO, CA



Mayor Tiffany Ackley
Mayor Pro Tem Max Duncan
Councilmember Garrett Dwyer
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

KATHY BAILOR
INTERIM 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 LEGAL COUNSEL - EXISTING LITIGATION

Existing litigation pursuant to Government Code section 54956.9(d)(1)

Number of cases: 1

Case Name: City of Sacramento v. City of Aliso Viejo, et al.

OCSC Case No.: 30-2025-01514579-CU-WM-CJC

STUDY SESSION:

STUDY SESSION FOR FISCAL IMPACT ANALYSIS

Recommended Action: Review and provide feedback on the fiscal impact analysis.

[Staff Report](#)

[Attachment 1 - Presentation](#)

[Attachment 2 - 95 Argonaut Fiscal Impact Analysis](#)

CALL TO ORDER: Convene Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

1.1 VETERANS DAY VIDEO PRESENTATION

1.2 RECOGNITION OF FORMER COUNCILMEMBER RICHARD HURT

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 October 1, 2025 Regular Meeting.

[Draft Minutes - October 15, 2025 Regular Meeting](#)

4.3 **ACCOUNTS PAYABLE**

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between September 26, 2025, and October 23, 2025, in the amount of \$1,857,720.22.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.4 **TREASURER'S STATEMENT – SEPTEMBER 2025**

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

[Staff Report](#)

[Attachment 1 - September 2025 Treasurer's Statement](#)

4.5 **SECOND AMENDMENT TO THE AGREEMENT WITH HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC. FOR HVAC MAINTENANCE SERVICES**

Recommended Action:

1. Approve a second amendment to the agreement with Harbor Pointe Air Conditioning & Control Systems, Inc. to perform HVAC maintenance services that extends the term one year and increases the total compensation under the agreement by \$34,000 for a total amount of \$134,000; and
2. Authorize the City Manager to execute the second amendment to the agreement.

[Staff Report](#)

[Attachment 1 - Agreement Amendment](#)

4.6 AWARD CONTRACT TO CT CONSTRUCTION SERVICES, INC. FOR CITY HALL FLOORING AND PAINT PROJECT

Recommended Action:

1. Approve Contract Documents, Specifications, and Plans for City Hall Flooring and Paint Project;
2. Award a contract in the amount of \$153,679.58 to CT Construction Services, Inc. as the lowest responsible bidder for the City Hall Flooring and Paint Project;
3. Authorize the City Manager to execute a contract with CT Construction Services, Inc.;
4. Authorize City staff to make total compensation to CT Construction Services, Inc. up to \$153,679.58 plus \$15,357.96 (10% of the contract amount) to allow for contingencies, totaling \$169,047.38; 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).

[Staff Report](#)

[Attachment 1 - Contract](#)

5. **PUBLIC HEARINGS:** None.

6. **DISCUSSION:**

6.1 CITY COUNCIL GOAL AND PRIORITY STATUS UPDATE

Recommended Action: Receive and file the City Council Goal and Priority Status Update.

[Staff Report](#)

[Attachment 1 - Implementation Action Plan](#)

[Attachment 2 - Status Update](#)

[Attachment 3 - Presentation](#)

6.2 CITY COUNCIL APPOINTMENTS TO SERVE ON REGIONAL BOARDS, COMMISSIONS AND COMMITTEES

Recommended Action:

1. Review and update Council appointment list to regional boards, commissions, and committees; and
2. If needed, adopt a Resolution designating and appointing the City's representative to the Orange County Fire Authority Board of Directors.

[Staff Report](#)

[Attachment 1 - Appointment List](#)

[Attachment 2 - OCFA Resolution](#)

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

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

9. **ADJOURNMENT:**

The next regularly scheduled City Council meeting is November 19, 2025.

City of Aliso Viejo

AGENDA ITEM



DATE: November 5, 2025

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: STUDY SESSION FOR FISCAL IMPACT ANALYSIS

Recommended Action:

Review and provide feedback on the fiscal impact analysis.

Background:

Meritage Homes is proposing to redevelop a 2.85-acre office site at 95 Argonaut Drive into a residential community consisting of 61 townhome units, including three units restricted to very low-income households ("Project"). This Project requires a land use and zone change from office to residential, which requires a development agreement ("DA"). A DA is an agreement between the City and the applicant that clarifies the following:

- Project Scope – number of units, site layout, trails, common areas.
- Public Benefits – provision of affordable housing, open space, parking, and/or other public amenities.
- Vested Rights – applicant gains vested rights to proceed with the project under the rules that were in place at the time the agreement is approved for a set period.

The purpose of the DA is to ensure that the proposed development is carried out as approved, minimizing potential adverse impacts, and benefits the community. Public benefits may be provided through direct improvements or through fees that support such improvements. To evaluate these benefits, the City's economic development consultant, Kosmont Companies, conducted a fiscal impact analysis, assessing the net fiscal impact of the proposed project at full build-out and stabilized operation, compared to the existing office use.

Discussion:

Affordable Housing

The Meritage Homes development proposal includes 61 residential units, of which three will be deed-restricted for very low-income households—defined as those earning 50%

or less of the Area Median Income (AMI)¹. This inclusion directly supports the City's affordable housing goals and contributes toward meeting state-mandated Regional Housing Needs Allocation (RHNA) targets.

Park In-Lieu Fee

As a condition of approval for residential subdivisions, developers are required to either dedicate park land or pay an impact fee in lieu of dedication. The City's Zoning Code includes a formula to determine the required acreage of park land or the equivalent in-lieu fee². The required park land acreage is calculated by multiplying the number of units by the average number of residents per unit (2.6 based on the most recent census) and then multiplying that total by 0.005 acres per person³. This results in a required dedication of 0.793 acres. The in-lieu fee is determined by multiplying the required acreage by the fair market value of the land to be developed. For example, if the fair market value of 95 Argonaut is \$2 million, the park in-lieu fee would total approximately \$550,000. The fair market value of \$2 million is provided solely for calculation purposes and does not represent the actual value of 95 Argonaut.

If a developer includes private or public parks (minimum 0.33 acres in size) as part of their project, the subdivider may receive credit toward the park in-lieu fee equal to the fair market value of the provided open space. However, this credit shall not exceed one-third of the total impact fee. For 95 Argonaut, their common space does not meet the size minimum for private or public park, so they would not be eligible to receive this credit.

The City Council may authorize lesser dedication if it determines that a smaller contribution adequately serves the public interest, convenience, health, safety, and welfare of the City's residents.

The final fair market value will be established through an appraisal of the existing site. Park in-lieu fees may be allocated toward the development, improvement, or rehabilitation of parks and recreational facilities.

Fiscal Impact Analysis

The attached fiscal impact analysis ("FIA") concludes that the Project would result in a modest annual General Fund deficit of approximately \$(1,300), which is lower than the estimated \$(3,200) deficit associated with continued office use. This is calculated by reviewing the following revenue sources and expenditure estimates.

¹ 2025 Area Median Income (AMI) for Orange County is \$136,600. Households earning 50% of AMI—classified as very low-income—would have annual incomes of \$59,250 (1-person), \$67,700 (2-person), \$76,150 (3-person), and \$84,600 (4-person). [Source: California Department of Housing and Community Development (HCD)].

² Aliso Viejo Zoning Code Chapter 14.16 Dedication of Land for Park Facilities and Payment In Lieu of Fees.

³ The figure 0.005 acres per person is based on the standard established under the Quimby Act, Government Code §66477.

Revenue Sources

- Secured property tax based on assessed value at full build-out (City receives ~2.13% of 1.00% levy)
- Property Tax In-Lieu of Vehicle License Fee
- Property Transfer Tax (residential turnover: 12.5% every 8 years; office turnover: 10% every 10 years)
- Sales Tax Revenue (resident and employee spending patterns)
- Transient Occupancy Tax (TOT – hotel stays)
- Other Revenues (franchise fees, permits, rental income)

Expenditure Estimates

- Based on historic service costs (police, fire, public works)
- Calculated per resident and equivalent resident (employees weighed as 0.5)

How is this data used? When evaluating a project's fiscal impact, the FIA compares the revenue generated (e.g., property tax, VLF in-lieu, fees) against the cost of services required to support the new residents or uses. If costs exceed revenues, the City could consider requiring a fiscal mitigation fee to offset the gap. This fee might be structured as a one-time obligation, over a defined period (e.g., 50 years), and adjusted annually to inflation or cost-of-living increases.

For this Project, while the proposed residential use is expected to generate a lower net fiscal impact compared to continued office operations, there is a projected annual deficit of \$1,300. If this annual deficit is calculated over a 50-year period and adjusted annually by 4.24% Consumer Price Index (CPI), for example, the City could require the applicant to provide a one-time fiscal mitigation fee of approximately \$213,850.

Staff intends to apply this fiscal impact methodology consistently across future development proposals to ensure transparent and equitable evaluation of ongoing expenses the City incurs to provide public services to developments. As part of this framework, Staff recommends that the City Council discuss and provide direction on the following key parameters:

1. **50-Year Horizon.** There is no statutory minimum or maximum horizon for fiscal impact fees as the duration of impacts and the useful life of improvements may vary by each development project. Staff recommends a 50-year horizon as it reflects the anticipated lifecycle of major residential developments and serves as a reasonable planning benchmark for long-term fiscal impact analysis. This timeframe aligns with industry standards for building durability and is commonly used by state agencies in capital planning and asset management. For example, roof systems and HVAC components typically last 20–30 years, plumbing and electrical systems 30–50 years, and structural framing 50–100 years. By applying a 50-year horizon, the City can align cumulative service demands and revenue impacts over time.

2. **Annual Escalations.** To preserve the long-term value of public benefit contributions and ensure they remain aligned with the City's actual costs of providing services, Staff recommends applying annual escalations to fiscal impact fees. Without an escalation mechanism, the real value of these fees will diminish over time due to inflation, shifting the financial burden to the City. Linking escalations to a widely recognized index, such as the Consumer Price Index (CPI), ensures contributions remain aligned with economic conditions and maintains fiscal neutrality throughout the life of the agreement. Based on data from the U.S. Bureau of Labor Statistics (BLS), the average annual Consumer Price Index for All Urban Consumers ("CPI-U") inflation rates for the U.S. City Average over the past five years⁴ is 4.24%. Using this five-year average provides a consistent and transparent escalation method, allowing the City to clearly define and equitably apply fees across projects.

95 Argonaut – Public Benefits

The total public benefit proposed for 95 Argonaut includes the provision of three affordable housing units, along with payment of the fiscal impact fee and the park in-lieu fee. This amount may be paid either as a one-time lump sum or through a phased payment schedule, subject to negotiation within the pending Development Agreement.

Attachments:

1. Presentation
2. 95 Argonaut Fiscal Impact Analysis

⁴ 2020: 1.4%; 2021: 7.0%; 2022: 6.5%; 2023: 3.4%; 2024: 2.9%. [Source: bls.gov]



Study Session: Fiscal Impact Analysis

November 5, 2025

Development Proposal

Project

61 residential units, for-sale

Affordable Housing

3 units deed restricted to very low-income households

Entitlements

Land use & zone change;
site development permit;
development agreement

Existing (Two-Story Office)



Proposed (61-unit Townhomes)



Public Benefits



AFFORDABLE HOUSING



PARK IN-LIEU FEE



FISCAL IMPACT FEE

Park In-Lieu Fee

Parkland Dedication Calculation

$$\begin{array}{rcl} & 61 \text{ units (proposed)} & \\ \times & 2.6 \text{ (average number of residents per unit - census)} & \\ \times & \underline{0.005 \text{ (acres per person)}} & \\ & 0.793 \text{ acres (parkland for dedication)} & \end{array}$$

Park In-Lieu Fee = 0.793 x fair market value of land

Example:

$$0.793 \text{ acres} \times \$701,754 \text{ (per acre value of \$2M total land value)} = \$556,492$$

Subdivider Credit for private or public parks

City Council may authorize less than maximum required

Fiscal Impact Analysis

Fiscal Impact

\$1,300 annual deficit

Review Revenue & Expenditure Sources

Revenue - property tax, vehicle license fees, sales tax, TOT, etc.

Expenditure - historical service expenses for police, fire, City services per resident and employees

Fiscal Impact Analysis

- The proposed Project is estimated to initially drive an annual deficit in City revenues of approximately \$(1,300) per year
- It is estimated that ongoing operation of the existing office would drive an annual deficit in City revenues of approximately \$(3,200) per year

	Proposed Project	Office
Primary Fiscal Revenues		
Property Tax (Secured & Unsecured)	\$ 12,300	\$ 1,500
Property Tax In-Lieu of VLF	28,600	3,300
Property Transfer Tax	4,000	400
Sales & Use Tax (Off-Site / Indirect)	7,300	9,500
Transient Occupancy Tax	1,800	11,700
Franchise Fees	4,800	2,800
Fines & Penalties	700	400
License & Permits	2,600	1,500
Service Charges	1,000	600
Miscellaneous Revenue	1,600	900
Use of Money & Property	7,400	-
Total Estimated Revenues	\$ 72,100	\$ 32,600
Primary Fiscal Expenditures		
City Council	\$ 600	\$ 300
City Manager	1,900	1,100
Human Resources	600	300
City Clerk	1,500	900
City Attorney	1,400	800
Finance	2,600	1,500
Information Technology	3,300	1,900
Non-Departmental	2,700	1,500
Community Services	10,500	-
Community Development	12,100	6,900
Public Works	5,400	3,100
Public Safety	30,800	17,500
Total Estimated Expenditures	\$ 73,400	\$ 35,800
Net Estimated Revenues	\$ (1,300)	\$ (3,200)

Items for Discussion

1. 50-Year Evaluation Horizon

A 50-year planning horizon reflects the expected lifecycle of residential developments, aligns with industry standards adopted by other agencies, and provides a framework to align cumulative service demands and long-term revenue impacts.

2. Annual Escalations

Preserves the long-term value of public benefit contributions by linking annual escalations to the Consumer Price Index (CPI), ensuring fiscal neutrality over time. Applies a five-year average CPI for a consistent and predictable escalation method, and establishes a clearly defined, equitable framework for applying fees across projects. For example, the average 2020-2024 CPI of 4.24% would be applied for 95 Argonaut project.

Year	CPI
2020	1.4%
2021	7.0%
2022	6.5%
2023	3.4%
2024	2.9%

[Source: U.S. Bureau of Labor Statistics website bls.gov]

95 Argonaut City of Aliso Viejo Fiscal Impact Analysis

September 2025

DRAFT



TEL: 424-297-1070 | www.kosmont.com

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

BACKGROUND

- Meritage Homes is evaluating the redevelopment of a property in Aliso Viejo, California (“City”) from its existing use as an office complex to a residential community.
- The analysis herein evaluates the potential development of 61 dwelling units (“Project”) on a 2.85-acre property (“Site”) located at 95 Argonaut in the City.
- The City requested that Kosmont Companies (“Kosmont”) prepare this Fiscal Impact Analysis (“Analysis”) to estimate the fiscal impact of the proposed Project to the City.
- As proposed, the Project includes the development of 61 townhomes units (including three units restricted to very low-income households).
- Background information, and tables illustrating Kosmont's estimates of the primary fiscal impacts of the Project follow.

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

BACKGROUND - GENERAL ASSUMPTIONS & DATA SOURCES

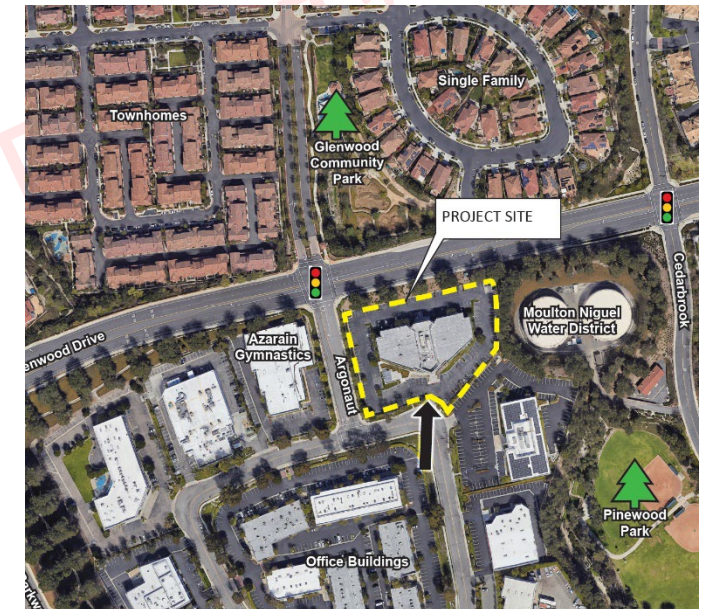
- General assumptions are below, and more specific assumptions are provided throughout this document:
 - Dollar amounts are expressed in 2025 dollars.
 - Summary figures are rounded to the nearest \$100
 - Fiscal impacts are estimated at full build-out and stabilized operation.
 - This Analysis is based on information provided by / from Meritage Homes, the City, California Board of Equalization, California Department of Finance, CoStar, ESRI, Minnesota IMPLAN Group, Orange County Office of the Assessor, U.S. Census, U.S. Bureau of Labor Statistics, and Zillow.

BACKGROUND - PROJECT SITE PLAN



Illustrative Site Plan

- ~2.85-acre Site located at the southeast corner of Glenwood Drive and Argonaut



Source: Meritage Homes (2025)

SUMMARY OF CITY REVENUES AND EXPENSES

- The proposed Project is estimated to initially drive an annual deficit in City revenues of approximately \$(1,300) per year
- It is estimated that ongoing operation of the existing office would drive an annual deficit in City revenues of approximately \$(3,200) per year

	Proposed Project	Office
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Property Tax (Secured & Unsecured)	\$ 12,300	\$ 1,500
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Transient Occupancy Tax	1,800	11,700
Franchise Fees	4,800	2,800
Fines & Penalties	700	400
License & Permits	2,600	1,500
Service Charges	1,000	600
Miscellaneous Revenue	1,600	900
Use of Money & Property	7,400	-
Total Estimated Revenues	\$ 72,100	\$ 32,600
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Community Services	10,500	-
Community Development	12,100	6,900
Public Works	5,400	3,100
Public Safety	30,800	17,500
Total Estimated Expenditures	\$ 73,400	\$ 35,800
Net Estimated Revenues	\$ (1,300)	\$ (3,200)

Source: Kosmont (2025)

Reference Exhibits & Tables

PROPERTY TAX REVENUES

- Secured property tax revenues are estimated based on the anticipated assessed value of the Project upon full build-out and the applicable property tax rate for the Site.

Assessed Property Value

Proposed Project	Dwelling Units	SF Each	\$ PSF	\$ Unit	Total SF	Total
Plan 2535	9	1,210 SF	\$682	\$825,000	10,890 SF	\$7,425,000
Plan 1633	26	1,497 SF	651	975,000	38,922 SF	25,350,000
Plan 1638	23	1,791 SF	589	1,055,000	41,193 SF	24,265,000
Plan 2535 - Affordable	1	1,210 SF	112	135,000	1,210 SF	135,000
Plan 1633 - Affordable	1	1,497 SF	99	148,000	1,497 SF	148,000
Plan 1638 - Affordable	1	1,791 SF	84	150,000	1,791 SF	150,000
	61	1,566 SF	602	\$942,180	95,503 SF	\$57,473,000
Total Estimated Assessed Value - Project						\$57,473,000

Office	\$ PSF	# SF	Total
Land	\$10	307,577 SF	\$2,964,295
Improvements	75	49,975 SF	3,768,168
Total Estimated Assessed Value - Office			49,975 SF \$6,732,500

PROPERTY TAX REVENUES (CONT'D)

- The Project in County tax rate area (“TRA”) #34-019.
- The City’s General Fund receives approximately 2.13% of the annual 1.00% secured property tax general levy placed by the County on the assessed value of the property within this TRA.

Property Tax Revenue

Proposed Project

Estimated Assessed Valuation		\$57,473,000
Property Tax Rates		
General Levy - Secured	1.00%	\$574,730
<u>City Distributions (TRA #34-019)</u>		
City of Aliso Viejo	2.13%	\$12,262
Total City Distributions - Secured Property Tax	2.13%	\$12,262
Unsecured Property as Percent of Secured		0.50%
Estimated Unsecured Property Taxes to City		\$0
Total Property Tax to City (Secured + Unsecured) - Project		\$12,300

Office

Estimated Assessed Valuation		\$6,732,500
Property Tax Rates		
General Levy - Secured	1.00%	\$67,325
<u>City Distributions (TRA #34-019)</u>		
City of Aliso Viejo	2.13%	\$1,436
Total City Distributions - Secured Property Tax	2.13%	\$1,436
Unsecured Property as Percent of Secured		1.50%
Estimated Unsecured Property Taxes to City		\$22
Total Property Tax to City (Secured + Unsecured) - Office		\$1,500

Source: Orange County Assessor, Kosmont (2025)

PROPERTY TAX IN-LIEU OF VLF

Property Tax In-Lieu of VLF

Proposed Project

Estimated Assessed Valuation	\$57,473,000
Total Taxable Assessed Value within City (2024-25)	12,910,697,636
Percent Share / Increase in Assessed Value	0.4452%
Estimated Property Tax In-Lieu of VLF (2024-25)	\$6,420,700

Incremental Project Tax In-Lieu of VLF - Project	\$28,600
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Office

Estimated Assessed Valuation	\$6,732,500
Total Taxable Assessed Value within City (2024-25)	12,910,697,636
Percent Share / Increase in Assessed Value	0.0521%
Estimated Property Tax In-Lieu of VLF (2024-25)	\$6,420,700

Incremental Project Tax In-Lieu of VLF - Office	\$3,300
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- Prior to 2004, a percentage of State motor vehicle license fee (“VLF”) revenue was distributed to cities and counties.
- In 2005, the State of California instituted a revenue swap, guaranteeing that municipalities and counties within California receive a distribution equal to the VLF collected the prior year, plus a percentage equal to the annual increase in assessed value.
- Property Tax In-Lieu of VLF resulting from the Project is estimated based on the incremental amount of assessed value the development will add to the City, thereby increasing the City’s apportionment.

PROPERTY TRANSFER TAX

Property Transfer Tax

Proposed Project	Estimated Assessed Valuation	Property Turnover Rate (per year)	Avg. Value of Property Transferred
Residential	\$57,473,000	12.5%	\$7,184,125
Total Annual Property Turnover			\$7,184,125
City Real Property Transfer Tax Rate	0.055%		\$3,951

City Property Transfer Tax Revenue - Project \$4,000

Office	Estimated Assessed Valuation	Property Turnover Rate (per year)	Avg. Value of Property Transferred
Improvements	\$6,732,500	10.0%	\$673,250
Total Annual Property Turnover			\$673,250
City Real Property Transfer Tax Rate	0.055%		\$370

City Property Transfer Tax Revenue - Office \$400

- Property transfer tax revenue is based on estimated 2025 development value, the City's property transfer tax schedule, and an expected turnover rate.
- The expected turnover rates are as follows:
 - For sale residential - 12.5% (once every eight years)
 - Office - 10.0% (once every 10 years)

EQUIVALENT RESIDENTS

- A number of other City revenues and expenses are identified and evaluated generally based on a per resident or per equivalent resident metric.
- The calculation of equivalent residents within the City weights each employee within the City as 50% (0.5) of one City resident.
- City residents and equivalent residents associated with the Project are estimated as illustrated at right.

Equivalent Residents

Proposed Project

Residents	Dwelling Units	Household Size	Total Residents
Residential	61	2.87	175
Total Estimated Residents			175
Employees	Dwelling Units	DU / Employee	Total Jobs
Residential Maintenance	61	40	2
Total Employees			2
Employee / Resident Weighting Factor			0.5
Equivalent Residents - Project			176

Existing Office

Employees	SF	SF / Employee	Total Jobs
Office Park	49,975	250	200
Total Employees			200
Employee / Resident Weighting Factor			0.5
Equivalent Residents - Office			100

SALES TAX (OFF-SITE / INDIRECT)

Sales Tax (Off-Site / Indirect)

Proposed Project		
Households		
Total Households - Affordable		3
Taxable Resident Spending in City - Affordable		\$4,200
Total Taxable Resident Spending - Townhomes		\$12,600
Total Households - Market Townhomes		58
Taxable Resident Spending in City - Market Townhomes		\$11,100
Total Taxable Resident Spending - ADU's		\$643,800
Employees		
Total Employees - Residential Maintenance		2
Taxable Employee Spending in City		\$2,400
Total Taxable Employee Spending		\$3,660
Total Taxable Spending		\$660,060
Projected Use Tax as % of Sales	10.0%	\$66,006
Total Off-Site / Indirect Taxable Sales		\$726,066
Annual Sales Tax to City	1.00%	\$7,261
Annual Sales & Use Tax to City (Off-Site) - Project		\$7,300
Office		
Employees		
Total Employees (Office)		200
Taxable Employee Spending in City		\$4,300
Total Taxable Employee Spending		\$859,570
Total Taxable Spending		\$859,570
Projected Use Tax as % of Sales	10.0%	\$85,957
Total Off-Site / Indirect Taxable Sales		\$945,527
Annual Sales Tax to City	1.00%	\$9,455
Annual Sales & Use Tax to City (Off-Site) - Office		\$9,500

- Off-site / indirect sales tax revenue projections are estimated based on the taxable sales within the City
- Expenditures and capture rates for spending by residents and employees within the City are approximated by Kosmont based on an evaluation of amenities within the local trade area and analysis of the City's taxable retail sales performance.

ESTIMATED RESIDENT & EMPLOYEE SPENDING PATTERNS

- Resident and employee spending is based on spending habits of consumers and household income, as well as resident consumption patterns and retail sales patterns within the City.
- Capture rates for spending by employees within the City are approximated by Kosmont based on an evaluation of retail amenities within the local trade area and analysis of the City's taxable retail sales performance.

Average Townhome Household

Est. Average Income (pre-tax):		\$175,000			
Annual Expenditures	% of Salary	Total \$	% in City	% Taxable	Amount
Food at Home	7.2%	\$12,600	30%	30%	\$ 1,134
Food Away from Home	5.2%	9,100	30%	100%	2,730
Alcoholic Beverages	0.8%	1,400	30%	100%	420
Housekeeping Supplies	0.9%	1,575	25%	100%	394
Household Furnishings & Equip	2.6%	4,550	25%	100%	1,138
Apparel & Services	2.9%	5,075	25%	100%	1,269
Transportation	10.8%	18,900	10%	90%	1,701
Entertainment	3.8%	6,650	25%	90%	1,496
Personal Care Products & Services	1.1%	1,925	25%	100%	481
Tobacco Related	0.4%	700	50%	100%	350
Total Taxable Spending in City					\$11,100
Total Taxable & Non-Taxable in City					\$14,100

Average Affordable Household

Est. Average Income (pre-tax):		\$70,000			
Annual Expenditures	% of Salary	Total \$	% in City	% Taxable	Amount
Food at Home	7.5%	\$ 5,250	30%	30%	\$ 473
Food Away from Home	4.2%	2,940	30%	100%	882
Alcoholic Beverages	0.7%	490	30%	100%	147
Housekeeping Supplies	0.9%	630	25%	100%	158
Household Furnishings & Equip	3.1%	2,170	25%	100%	543
Apparel & Services	2.4%	1,680	25%	100%	420
Transportation	10.3%	7,210	10%	90%	649
Entertainment	4.0%	2,800	25%	90%	630
Personal Care Products & Services	1.1%	770	25%	100%	193
Tobacco Related	0.3%	210	50%	100%	105
Total Taxable Spending in City					\$4,200
Total Taxable & Non-Taxable in City					\$5,400

ESTIMATED RESIDENT & EMPLOYEE SPENDING PATTERNS (CONT'D)

Average Office Employee

Est. Average Income (pre-tax):		\$110,000			
Annual Expenditures	% of Salary	Total \$	% in City	% Taxable	Amount
Food at Home	7.2%	\$ 7,920	15%	30%	\$ 356
Food Away from Home	5.2%	5,720	20%	100%	1,144
Alcoholic Beverages	0.8%	880	15%	100%	132
Housekeeping Supplies	0.9%	990	15%	100%	149
Household Furnishings & Equip	2.6%	2,860	10%	100%	286
Apparel & Services	2.9%	3,190	10%	100%	319
Transportation	10.8%	11,880	10%	90%	1,069
Entertainment	3.8%	4,180	15%	90%	564
Personal Care Products & Services	1.1%	1,210	15%	100%	182
Tobacco Related	0.4%	440	25%	100%	110
Total Taxable Spending in City					\$4,300
Total Taxable & Non-Taxable in City					\$5,300

Average Residential Maintenance Employee

Est. Average Income (pre-tax):		\$65,000			
Annual Expenditures	% of Salary	Total \$	% in City	% Taxable	Amount
Food at Home	7.5%	\$ 4,875	15%	30%	\$ 219
Food Away from Home	4.2%	2,730	20%	100%	546
Alcoholic Beverages	0.7%	455	15%	100%	68
Housekeeping Supplies	0.9%	585	15%	100%	88
Household Furnishings & Equip	3.1%	2,015	10%	100%	202
Apparel & Services	2.4%	1,560	10%	100%	156
Transportation	10.3%	6,695	10%	90%	603
Entertainment	4.0%	2,600	15%	90%	351
Personal Care Products & Services	1.1%	715	15%	100%	107
Tobacco Related	0.3%	195	25%	100%	49
Total Taxable Spending in City					\$2,400
Total Taxable & Non-Taxable in City					\$3,000

TRANSIENT OCCUPANCY TAX

- Transient occupancy tax (“TOT”) revenues are estimated based on:
 - The current City TOT rate.
 - The estimated number of hotel room night stays driven by the Project.
 - The estimated average daily room rate (“ADR”) for hotels in the City utilized by guests / visitors of Project residents or the existing office.

Transient Occupancy Tax

Proposed Project	
Room Nights	92
Average Daily Rate	\$195
Total Room Revenues	\$17,843
Transient Occupancy Tax Rate	10.0%
Annual Transient Occupancy Tax - Project	\$1,800
Existing Office	
Room Nights	600
Average Daily Rate	\$195
Total Room Revenues	\$116,942
Transient Occupancy Tax Rate	10.0%
Annual Transient Occupancy Tax - Office	\$11,700

MULTIPLIER BASED REVENUES

Multiplier Based Revenues

Proposed Project

Budget Category	Allocation Basis	Count	Per Capita Factor	Total
Franchise Fees	Equiv. Residents	176	\$ 27.54	\$ 4,800
Fines & Penalties	Equiv. Residents	176	4.06	700
License & Permits	Equiv. Residents	176	14.62	2,600
Service Charges	Equiv. Residents	176	5.96	1,000
Miscellaneous Revenue	Equiv. Residents	176	8.98	1,600
Use of Money & Property	Residents	175	42.09	7,400
Total Multiplier Revenues - Project				\$18,100

Office

Budget Category	Allocation Basis	Count	Per Capita Factor	Total
Franchise Fees	Equiv. Residents	100	\$ 27.54	\$ 2,800
Fines & Penalties	Equiv. Residents	100	4.06	400
License & Permits	Equiv. Residents	100	14.62	1,500
Service Charges	Equiv. Residents	100	5.96	600
Miscellaneous Revenue	Equiv. Residents	100	8.98	900
Use of Money & Property	Residents	-	42.09	-
Total Multiplier Revenues - Restaurant				\$6,200

- In addition to the specific revenues previously identified, a number of other City revenues are identified and evaluated generally based on a per resident, or per equivalent resident metric.
- These revenue sources include franchise fees, permit revenues, and rental income and are estimated based on historic City revenue metrics applied to the residents or equivalent residents attributed to the Project.

PRIMARY MULTIPLIER EXPENSES

- To estimate City fiscal expenditures related to the Project, historic costs for providing services such as fire and police services, public works and general municipal services are identified and evaluated generally on a per resident or equivalent resident metric.
- Total expenses related to the Project and existing office are then estimated based on the number of residents or equivalent residents attributed to each.

Multiplier Based Expenses

Proposed Project				
Budget Category	Allocation Basis	Count	Per Capita Factor	Total
City Council	Equiv. Residents	176	\$ 3.44	\$ 600
City Manager	Equiv. Residents	176	10.69	1,900
Human Resources	Equiv. Residents	176	3.19	600
City Clerk	Equiv. Residents	176	8.73	1,500
City Attorney	Equiv. Residents	176	7.94	1,400
Finance	Equiv. Residents	176	14.90	2,600
Information Technology	Equiv. Residents	176	18.58	3,300
Non-Departmental	Equiv. Residents	176	15.09	2,700
Community Services	Residents	175	59.84	10,500
Community Development	Equiv. Residents	176	68.95	12,100
Public Works	Equiv. Residents	176	30.62	5,400
Public Safety	Equiv. Residents	176	175.09	30,800
Total Multiplier Expenses - Project				\$73,400

Multiplier Based Expenses

Office				
Budget Category	Allocation Basis	Count	Per Capita Factor	Total
City Council	Equiv. Residents	100	\$ 3.44	\$ 300
City Manager	Equiv. Residents	100	10.69	1,100
Human Resources	Equiv. Residents	100	3.19	300
City Clerk	Equiv. Residents	100	8.73	900
City Attorney	Equiv. Residents	100	7.94	800
Finance	Equiv. Residents	100	14.90	1,500
Information Technology	Equiv. Residents	100	18.58	1,900
Non-Departmental	Equiv. Residents	100	15.09	1,500
Community Services	Residents	0	59.84	-
Community Development	Equiv. Residents	100	68.95	6,900
Public Works	Equiv. Residents	100	30.62	3,100
Public Safety	Equiv. Residents	100	175.09	17,500
Total Multiplier Expenses - Office				\$35,800

RESULTS W/ 20% TRANSPORTATION SPEND

	Proposed Project	Office
Primary Fiscal Revenues		
Property Tax (Secured & Unsecured)	\$ 12,300	\$ 1,500
Property Tax In-Lieu of VLF	28,600	3,300
Property Transfer Tax	4,000	400
Sales & Use Tax (Off-Site / Indirect)	8,400	11,900
Transient Occupancy Tax	1,800	11,700
Franchise Fees	4,800	2,800
Fines & Penalties	700	400
License & Permits	2,600	1,500
Service Charges	1,000	600
Miscellaneous Revenue	1,600	900
Use of Money & Property	7,400	-
Total Estimated Revenues	\$ 73,200	\$ 35,000
Primary Fiscal Expenditures		
City Council	\$ 600	\$ 300
City Manager	1,900	1,100
Human Resources	600	300
City Clerk	1,500	900
City Attorney	1,400	800
Finance	2,600	1,500
Information Technology	3,300	1,900
Non-Departmental	2,700	1,500
Community Services	10,500	-
Community Development	12,100	6,900
Public Works	5,400	3,100
Public Safety	30,800	17,500
Total Estimated Expenditures	\$ 73,400	\$ 35,800
Net Estimated Revenues	\$ (200)	\$ (800)

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 15, 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 MIKE MUNZING
COUNCILMEMBER TIM A. ZANDBERGEN

STAFF PRESENT: MITZI ORTIZ, CITY MANAGER
SCOTT SMITH, CITY ATTORNEY
KATHY BAILOR, INTERIM CITY CLERK
ANN EIFERT, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
ROSE RIVERA, SENIOR PLANNER
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES

MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. RYAN BUHR, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Duncan led the pledge of allegiance.

1. CITY COUNCIL APPOINTMENT:

1.1 FILLING CITY COUNCIL VACANCY

City Attorney Scott Smith provided an overview. Mayor Ackley opened for public comment and the following persons spoke:

1. Jason Sams expressed interest in filling the vacant seat on the city council.
2. Nina Linh expressed interest in filling the vacant seat on the city council.

Mayor Ackley called for nominations to fill the District 3 City Council vacancy. Councilmember Munzing nominated Garrett Dwyer. Mayor Ackley nominated Jason Sams and Nina Linh. All nominees responded to questions posed by Mayor Ackley.

Recommended Action:

1. Receive nomination(s) for eligible District 3 registered voters to fill the City Council Vacancy created by the resignation of former Councilmember Richard Hurt.
2. If desired, make an appointment to the District 3 City Council seat through November 2026, when a special election will be held to fill the remainder of Councilmember Hurt's term.

Motion: Nomination to appoint Garrett Dwyer to fill the District 3 City Council vacancy. Motion carried 3-1, with Mayor Ackley dissenting.

No further votes were made.

Interim City Clerk Kathy Bailor administered the Oath of Office to Councilmember Garrett Dwyer. Councilmember Dwyer joined the dais for the remainder of the meeting.

2. SPECIAL PRESENTATIONS:

2.1 BUSINESS OF THE MONTH - NASUNG DONKASU

Mayor Ackley introduced the video and presented a certificate of recognition to Nasung Donkasu General Manager Dohyun Han, who provided a brief history of the business and expressed his appreciation

3. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

4. COMMUNITY INPUT:

1. Jason Spielfogel expressed concerns about Mayor Ackley's comments regarding the assassination of Charlie Kirk and commented on council term limits.

5. CONSENT CALENDAR:

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

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

5.1 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.

5.2 APPROVAL OF MINUTES

Recommended Action: Approve the minutes as submitted for the October 1, 2025 Regular Meeting.

5.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between September 12, 2025, and September 25, 2025, in the amount of \$796,981.85.

5.4 TREASURER'S STATEMENT - AUGUST 2025

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

5.5 COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT COMPLIANCE (SB 165) REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025

Recommended Action: For City Council to accept and file the Community Facilities District No. 2005- 01 (Glenwood at Aliso Viejo) Local Agency Special Tax and Bond Accountability Act Compliance ("SB 165") Report for Fiscal Year Ended June 30, 2025.

6. PUBLIC HEARINGS:

None.

7. DISCUSSION:

7.1 CONCEPT PLAN REVIEW FOR A 72-UNIT TOWNHOME COMMUNITY AT 400-700 FREEDOM LANE

City Manager Mitzi Ortiz introduced Senior Planner Rose Rivera who provided an overview. Meritage Homes' Forward Planning Manager Vanessa Scheidel provided additional information and responded to questions regarding building elevations, density bonus, and slope landscaping. Councilmembers commented on the matter.

Recommended Action: Conduct a public meeting to review and provide initial feedback on concept plans for the construction of a 72-unit townhome community at 400-700 Freedom Lane ("Project").

No further action was taken.

7.2 AQUATIC CENTER POOL DECK SURFACE REHABILITATION

Public Works Director Shaun Pelletier provided an overview. Staff responded to questions regarding the project timeline and surface material.

Recommended Actions:

1. Approve Agreement Documents, Specifications, and Plans for Aquatic Center Pool Deck Rehabilitation Project;
2. Approve agreement in the amount of \$252,371.40 with TrueLine Construction and Surfacing, Inc. for the Aquatic Center Pool Deck Surface Rehabilitation Project;
3. Authorize the City Manager to execute an agreement with TrueLine Construction and Surfacing, Inc.;
4. Authorize City staff to make total compensation to TrueLine Construction and Surfacing, Inc. up to \$252,371.40 plus \$25,237.14 (10% of the agreement amount) to allow for contingencies, totaling \$277,608.54; 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).

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

7.3 HUMMINGBIRD LANE AD HOC FOLLOW UP REPORT

Public Works Director Shaun Pelletier provided an overview. Staff responded to questions regarding bulb-outs, channelization striping, speed humps, delineators, costs to date, and traffic calming procedures. Mayor Ackley opened for public comment and the following persons spoke:

1. Bret Pool expressed support for adding a speed hump.
2. Payal Avellan expressed appreciation and commented on proposed improvements.

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

Motion: Councilmember Zandbergen moved and Councilmember Munzing seconded, to approve improvements consisting of white edge lines, entrance channelization striping/delineators, and speed hump along the park on Hummingbird Lane. Motion carried 4-1, with Mayor Ackley dissenting.

8. CITY MANAGER' S REPORT:

City Manager Mitzi Ortiz announced free health and wellness presentations at Aliso Viejo Ranch; Fall Harvest Festival on October 18, 2025 from 10:00 a.m. to 12:00 p.m. at Grand Park; Artisans Market on November 9, 2025 from 11:00 a.m. to 3:00 p.m. at Aliso Viejo Ranch; and 8th Annual All is Bright Holiday Celebration and Tree Lighting Ceremony on December 4, 2025 from 5:00 to 8:00 p.m. at the Town Center Fountain.

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

Councilmember Zandbergen:

- Attended Aliso Viejo Chamber of Commerce Networking Lunch
- Commented on upcoming Principal for a Day event

Councilmember Munzing:

- Commented on upcoming Principal for a Day event
- Commented on approval of Sender One indoor rock-climbing gym at The Commons
- Attended Aliso Viejo Chamber of Commerce Networking Lunch
- Commented on upcoming holiday season events
- Invited community to attend Fall Harvest Festival and Tree Lighting Ceremony

Councilmember Dwyer:

- Expressed appreciation for his appointment to the City Council

Mayor Pro Tem Duncan:

- Commented on upcoming Principal for a Day event
- Provided Pump Track Ad Hoc committee update

Mayor Ackley:

- Attended Orange County Senior Summit at Aliso Viejo Ranch
- Provided status update of library reopening

10. **ADJOURNMENT:** Mayor Ackley adjourned the meeting at 8:27 p.m. to the regularly scheduled City Council meeting of November 5, 2025.

Respectfully submitted:

Approved by:

KATHY BAILOR
INTERIM CITY CLERK

TIFFANY ACKLEY
MAYOR

City of Aliso Viejo

AGENDA ITEM



DATE: November 5, 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 September 26, 2025, and October 23, 2025, in the amount of \$1,857,720.22.

Fiscal Impact:

Expenditures in the amount of \$1,857,720.22.

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 September 26, 2025, and October 23, 2025, for \$1,857,720.22, 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		
UNITED OF OMAHA LIFE INSURANCE CO.	NOV'25 LIFE INSURANCE	1,509.75
CHOICE BUILDER	NOV'25 DENTAL - DD	145.88
CHOICE BUILDER	NOV'25 DENTAL - TZ	96.90
CHOICE BUILDER	NOV'25 VISION - DD	24.19
CHOICE BUILDER	NOV'25 DENTAL INSURANCE	1,783.75
CHOICE BUILDER	OCT'25 DENTAL - RH	(96.90)
CHOICE BUILDER	NOV'25 VISION INSURANCE	274.04
CHOICE BUILDER	OCT'25 VISION - RH	(15.03)
CALPERS HEALTH	NOV'25 TZ - HEALTH PREMIUM	1,571.50
CALPERS HEALTH	NOV'25 TZ - HEALTH PREMIUM PEMCA MINIMUM	158.00
CALPERS HEALTH	NOV'25 CALPERS HEALTH PREMIUM	28,510.01
KOSMONT & ASSOCIATES	FISCAL IMPACT ANALYSIS FOR 95 ARGONAUT	1,086.25
RJM DESIGN GROUP INC	AUG'25 ENG2254/LANDSCAPE INSPECTION - ST MARYS	1,103.35
NV5, INC	SEP'25 KAISER GRADING PLAN REVIEW	1,485.00
CHARLES ABBOTT ASSOC INC	SEP'25 CAA SCE - R.BRUNELL	787.50
CHARLES ABBOTT ASSOC INC	SEP'25 CAA KAISER GRADING - R.BRUNELL	472.50
CHARLES ABBOTT ASSOC INC	SEP'25 CAA MNWD - R.BRUNELL	288.75
CHARLES ABBOTT ASSOC INC	SEP'25 CAA COX - R.BRUNELL	52.50
CHARLES ABBOTT ASSOC INC	SEP'25 CAA KAISER GRADING - S.WILSON	190.00
CHARLES ABBOTT ASSOC INC	SEP'25 CAA KAISER GRADING - R.BEIMER	145.00
HF&H CONSULTANTS LLC	SEP'25 SOLID WASTE FRANCHISE AUDIT	4,510.75
DEPT OF CONSERVATION	JUL-SEP'25 SEISMIC MAPPING FEES	1,836.92
DIVISION OF THE STATE ARCHITECT	JUL-SEP'25 CASP FEES	90.80
CA BUILDING STANDARDS COMMISSION	JUL-SEP'25 CA BLDG STANDARD ADMIN FEES	497.70
PV MAINTENANCE INC	7 SANDERLING_PAINT SPILL_PVM	16,614.74
KOSMONT & ASSOCIATES	JUL'25 FISCAL IMPACT ANALYSIS FOR 95 ARGONAUT	1,745.90
KOSMONT & ASSOCIATES	FISCAL IMPACT ANALYSIS FOR 95 ARGONAUT	2,765.00
CHARLES ABBOTT ASSOC INC	AUG'25 CAA ST. MARY'S GRADING - S. WILSON	285.00
CHARLES ABBOTT ASSOC INC	AUG'25 CAA SCE - R. BRUNELL	787.50
CHARLES ABBOTT ASSOC INC	AUG'25 CAA KAISER GRAING - R. BRUNELL	603.75
CHARLES ABBOTT ASSOC INC	AUG'25 CAA ATT - R. BRUNELL	341.25
CHARLES ABBOTT ASSOC INC	AUG'25 CAA MNWD - R. BRUNELL	315.00
CHARLES ABBOTT ASSOC INC	AUG'25 CAA COX - R. BRUNELL	262.50
CHARLES ABBOTT ASSOC INC	AUG'25 CAA STREET INVESTIGATIONS	787.50
HF&H CONSULTANTS LLC	AUG'25 SOLID WASTE FRANCHISE AUDIT	8,186.00
REPIPE1	PLMR-2025-00421_42 RUE DE CHATEAU_REPIPE1	223.18
DAN LOHDE	24-08-094_21 CRESTVIEW_DAN LOHDE	3,000.00
		82,426.43
CITY COUNCIL		
STAPLES ADVANTAGE	SEP'25 CCOUNCIL OFFICE SUPPLIES	33.38
US BANK PURCHASING CARD PROGRAM	DL 8/26 LEAGUE CAL CITIES-MD 10.10.25CONF-FRI ONLY	375.00
US BANK PURCHASING CARD PROGRAM	DL 8/26 OC DIVISION-TA 9.04.25 CAL CITIES MEETING	30.00
AT&T	7/17/25-8/16/25 CITY COUNCIL PHONE LINES	186.48
	CITY COUNCIL TOTAL:	624.86
CITY MANAGER		
CALPERS HEALTH	NOV'25 PG - HEALTH PREMIUM	158.00
AT&T	7/17/25-8/16/25 CITY MANAGER PHONE	76.30
US BANK PURCHASING CARD PROGRAM	MO 9/9 WEBBS-WELCOME LUNCH FOR LS - MO-AE-LS	71.41
	CITY MANAGER TOTAL:	305.71
ECONOMIC DEVELOPMENT		
ALISO VIEJO CHAMBER OF COMMERCE	FY25-26 AV CHAMBER OF COMMERCE MEMBERSHIP DUES	5,000.00
	ECONOMIC DEVELOPMENT TOTAL:	5,000.00
HUMAN RESOURCES		
US BANK PURCHASING CARD PROGRAM	DL 9/09 RALPHS-LS WELCOME SNACKS	29.07
CHARLES C STILL	SEP'25-LS SECURE LIVE SCAN FEES	67.00

Vendor Name	Description (Item)	Amount
AT&T	7/17/25-8/16/25 HR PHONE	50.40
	HUMAN RESOURCES TOTAL:	146.47
CITY CLERK		
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011750912-8/21&28 RFP REF0011752350-8/28 ORD	1,081.90
US BANK PURCHASING CARD PROGRAM	LL 8/21 MOSLOW-CHERRY WOOD CERT FRAMES	443.56
US BANK PURCHASING CARD PROGRAM	LL 9/19 NNA SVCS-TRAINING & TOOLS-NP RENEWAL	541.05
US BANK PURCHASING CARD PROGRAM	LL 9/10 OC REGISTER-DIGITAL SBSCPTN/4 WKS	26.00
US BANK PURCHASING CARD PROGRAM	LL 9/11 LA TIMES-DIGITAL SBSCPTN/4 WKS	7.96
	CITY CLERK TOTAL:	2,100.47
CITY ATTORNEY		
BEST BEST & KRIEGER	AUG'25 BBK LABOR & EMPLOYMENT (SPECIALIZED)	1,388.00
	CITY ATTORNEY TOTAL:	1,388.00
FINANCE		
CHOICE BUILDER	NOV'25 ADMIN FEE	30.00
CALPERS HEALTH	NOV'25 CALPERS ADMIN FEE	26.24
DEPARTMENT OF JUSTICE	ANNUAL REGISTRATION FORM RRF-1-AV RANCH FOUNDATION	25.00
KOSMONT & ASSOCIATES	TOP 25 EMPLOYERS LIST	1,481.25
DAVIS FARR LLP	FY24-25 AV CITY ANNUAL AUDIT-2ND PROGRESS BILLING	14,230.00
PARS (PHASE II SYSTEMS AND CALIFORNIA CORPORATION)	AUG'25 PARS REP FEES	300.00
MEEDER PUBLIC FUNDS, INC.	JUL-SEP'25 INVESTMENT ADVISORY SERVICES	4,125.00
KOSMONT & ASSOCIATES	TOP 25 EMPLOYERS	2,610.44
STAPLES ADVANTAGE	SEP'25 FIN OFFICE SUPPLIES	56.46
US BANK PURCHASING CARD PROGRAM	AE 9/11 AV CHAMBER OF COMMERCE - STATE OF CITY MTG	35.00
HINDERLITER DE LLAMAS & ASSOCIATES	JUL-SEP'25 SALES TAX CONTRACT SERVICE	1,814.81
HINDERLITER DE LLAMAS & ASSOCIATES	JUL-SEP'25 SALES TAX AUDIT/RECOVERY SERVICE	1,397.94
	FINANCE TOTAL:	26,132.14
INFORMATION TECHNOLOGY		
CIVICPLUS LLC	LAUNCH ASSISTANT WEBSITE	657.00
AT&T	7/22/25-9/21/25 CH AT&T CALNET ALARM/POTS LINE	795.00
AT&T	6/22/25-7/21/25 CH AT&T CALNET ALARM/POTS LINE	(1,130.29)
COX COMMUNICATIONS, INC	JUL'25 ACCT#0202 CH CABLE TV	206.74
NEXUS IS INC	OCT'25 NETWORK SUPPORT & SECURITY	416.67
AT&T	7/17/25-8/16/25 CITY HALL MIFI	112.10
AT&T	7/17/25-8/16/25 EOC PHONES	143.93
AT&T	7/17/25-8/16/25 EOC MIFI	159.81
AT&T	7/17/25-8/16/25 FLEET COMPLETE GPS	201.92
AT&T	SEP'25 CH AT&T FIBER INTERNET SERVICE	1,705.89
STAPLES ADVANTAGE	SEP'25 IT OFFICE SUPPLIES	408.01
JOSE RUEL FABELLA DIRA	AUG'25 ENERGОВ & GIS	2,200.00
JOSE RUEL FABELLA DIRA	SEP'25 ENERGОВ & GIS	2,900.00
AT&T	AUG'25 CH AT&T FIBER INTERNET SERVICE	1,704.89
GOTO COMMUNICATIONS	OCT'25 CH GOTO VOIP SERVICE & SUPPORT	1,995.44
TANGENT COMPUTERS INC	9/23/25-10/22/25 CH O365 LICENSING AND SUPPORT	3,000.00
LUNAVI, INC	OCT'25 OFFSITE BACKUP STORAGE	622.50
REDNIGHT CONSULTING, INC	MERAKI 48 PORT SOFTWARE AND LICENSE	2,859.24
	INFORMATION TECHNOLOGY TOTAL:	18,958.85
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	OCT'25 - RECORDS OFF SITE STORAGE	412.78
ARON J. BENON	10/30/25 QUARTERLY STAFF LUNCHEON CATERING	643.11
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	SEP'25 LIGHTING STOCK - VISTA	418.43
QUADIENT FINANCE USA, INC	QUADIENT POSTAGE-ADDED 9/15/25	500.00
US BANK PURCHASING CARD PROGRAM	EM 9/04 THE HOME DEPOT-VISTA PARK REPAIRS	37.53
US BANK PURCHASING CARD PROGRAM	EM 9/20 BLISS CW-F150 CAR WASH	35.00
VIGICABI INC	OCT'25 BANNERS INSTALLATION - VETERANS DAY	1,449.00
US BANK PURCHASING CARD PROGRAM	LL 9/02 OC WINE MART-CCMTG 9/3 DINNER	341.22
US BANK PURCHASING CARD PROGRAM	LL 9/17 TONY PEPPERONIS-CCMTG 9/17 DINNER	353.90
US BANK PURCHASING CARD PROGRAM	LL 9/03 COSTCO BY INSTA-CCMTG 9/03 SNACKS & SUPPLS	162.88
RICOH USA	SEP'25 C5300S COPY ROOM LEASE (2624) - PRINCIPAL	628.93
RICOH USA	SEP'25 C5300S COPY ROOM LEASE (2624) - INTEREST	65.27
RICOH USA	OCT'25 C5300S COPY ROOM LEASE (2624) - PRINCIPAL	630.31
RICOH USA	OCT'25 C5300S COPY ROOM LEASE (2624) - INTEREST	63.89
RICOH USA	AUG'25 RICOH 2504EX FRONT COUNTER PRINTS (4456)	89.43
RICOH USA	JUN-AUG'25 RICOH C5300S PRINT ROOM PRINTS (2624)	180.18

Vendor Name	Description (Item)	Amount
RICOH USA	SEP'25 RICOH RSI CLOUD SUBSCRIPTION (SW1860708)	24.31
CINTAS CORPORATION NO. 2	OCT'25 CH & STE 200 FIRST AID MAINT & SUPPLIES	198.21
NIEVES LANDSCAPE INC	SEP'25 LANDSCAPE MAINTENANCE VISTA PARK	1,100.11
VOYAGER FLEET SYSTEMS INC	SEP'25 VEHICLE FUEL	502.18
MIRACLE RECREATION EQUIPMENT COMPANY, INC	PLAYGROUND REPAIR PARTS	404.81
KYRSTI NICOLE ASHMALL	SEP'25-3.99 HRS-PIO: ENEWS/SOCIAL MEDIA MGMT	359.10
MOULTON NIGUEL WATER DIST	ACCT#64101 VISTA WATER SVC	610.52
NON-DEPARTMENTAL TOTAL:		9,211.10
C. S. ADMINISTRATION		
CALPERS HEALTH	NOV'25 DP - HEALTH PREMIUM	158.00
CALPERS HEALTH	NOV'25 HW - HEALTH PREMIUM	158.00
LAGUNA CANYON FOUNDATION	FY25-26 LAGUNA CANYON FOUNDATION COMM ASSIST GRANT	1,000.00
US BANK PURCHASING CARD PROGRAM	LL 8/31 FACEBK-ADS	82.67
DP TRADING INC	2025 VETERANS PINS	287.00
AMAZON CAPITAL SERVICES INC	SEP'25 AMAZON-PARTYWOOL PINK BALLOONS ARTISANS MKT	10.76
AMAZON CAPITAL SERVICES INC	SEP'25 AMAZON-PARTYWOOL PINK BALLOONS ARTISANS MKT	10.76
AMAZON CAPITAL SERVICES INC	SEP'25 AMAZON-PARTYWOOL NAVY BALLOONS ARTISANS MKT	10.76
BAKER GROUP INC	10/10/25 MOVIE NIGHT SCREEN/EQUIP & MOVIE LICENSE	1,725.00
SOUTH COAST SYMPHONY	FY25-26 COMMUNITY ASSISTGRANT-SOUTH COAST SYMPHONY	750.00
OCY MANAGEMENT, LLC	SEP'25 SMP R&CS CONTRIBUTION TRANSPORTATION	604.00
US BANK PURCHASING CARD PROGRAM	JB 9/18 DOMINOS - INSTRUCTOR MTG FOOD (PM)	45.22
US BANK PURCHASING CARD PROGRAM	JB 9/18 CHAUPAIN - INSTRUCTOR MTG FOOD (AM)	206.10
US BANK PURCHASING CARD PROGRAM	JB 9/18 HOBBY LOBBY - TL SNOW BLANKETS	34.39
US BANK PURCHASING CARD PROGRAM	JB 9/13 OCWINEMART - HEALTH FAIR STAFF BFST	55.99
US BANK PURCHASING CARD PROGRAM	JNL 9/16 FACEBK- AVR BOOSTED POST	20.17
C. S. ADMINISTRATION TOTAL:		5,158.82
IGLESIA PARK		
PV MAINTENANCE INC	SEP'25 PVM IGLESIA PARK MAINTENANCE	1,436.50
PV MAINTENANCE INC	SEP'25 PVM IGLESIA PARK MAINTENANCE-DRAINS	306.00
US BANK PURCHASING CARD PROGRAM	EM 9/05 THE HOME DEPOT-TENNIS CT ELECT REPAIR	284.41
US BANK PURCHASING CARD PROGRAM	EM 9/09 THE HOME DEPOT-TENNIS CT ELECTREPAIR	131.71
US BANK PURCHASING CARD PROGRAM	EM 9/08 THE HOME DEPOT-TENNIS CT ELECT REPAIR	23.63
SO CAL EDISON	SEP'25 ACCT#7997 IGLESIA PARK ELECTRICITY	28.63
NIEVES LANDSCAPE INC	SEP'25 LANDSCAPE MAINTENANCE IGLESIA PARK	7,319.43
MIRACLE RECREATION EQUIPMENT COMPANY, INC	PLAYGROUND BRIDGE PLANK REPAIR - IGLESIA PARK	640.40
EL TORO WATER DISTRICT	8/11/25-9/10/25 MTR#4114 IGLESIA PARK WATER	1,362.70
EL TORO WATER DISTRICT	8/11/25-9/10/25 MTR#3499 IGLESIA PARK WATER	1,525.88
IGLESIA PARK TOTAL:		13,059.29
IGLESIA BUILDING		
PV MAINTENANCE INC	AUG'25 PVM IGLESIA BUILDING MAINTENANCE	2,176.00
ZAPP PEST MANAGEMENT	SEP'25 PEST CONTROL SERVICES IGLESIA	75.00
ORANGE COUNTY FIRE PROTECTION	OCT'25 FIRE EXTINGUISHER MAINT IGLESIA	136.69
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	OCT'25 SUPPLY STOCK - IGLESIA	57.15
US BANK PURCHASING CARD PROGRAM	EM 9/19 THE HOME DEPOT-IGLESIA BLDG DOOR REPAIRS	16.67
SO CAL EDISON	SEP'25 ACCT#7997 IGLESIA PARK BLDG ELECTRICITY	1,672.61
SONITROL ORANGE COUNTY LLC	OCT'25 IGLESIA ACCESS CONTROL	114.86
EL TORO WATER DISTRICT	8/11/25-9/10/25 MTR#5016 IGLESIA PARK BLDG WATER	307.43
US BANK PURCHASING CARD PROGRAM	KB 9/17 THE HOMEDEPOT-DOOR WEATHER STRIP IGLESIA	60.21
IGLESIA BUILDING TOTAL:		4,616.62
IGLESIA PARK COMMUNITY CENTER		
BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	AUG'25 ELEMENTARY & TEEN KEYSTONE PROGRAM	25,000.00
IGLESIA PARK COMMUNITY CENTER TOTAL:		25,000.00
PLANNING		
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011750228-8/10 ORD INTRO BLDG CODE ADPTN	920.11
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011748999-8/7 PN 7 JOURNEY-WEBBS CNCPT REVIEW	273.10
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011756512 - 9/25 ORD 2025-247 ADPTN-LRG VHCLES	2,056.38
CALPERS HEALTH	NOV'25 MF - HEALTH PREMIUM	158.00
SO KIM	SK 9/27-9/30/25 2025 APA STATE CONFERENCE REIMB	707.44
STAPLES ADVANTAGE	SEP'25 CDD OFFICE SUPPLIES	82.44
US BANK PURCHASING CARD PROGRAM	LL 9/03 FEDEX-PLANNING PAC COAST TITLE/ORANGE CA	45.78
TYLER TECHNOLOGIES-INCODE DIVISION	11/01/25-10/31/26 ENERGOV ANNUAL LICENSING FEES	77,019.63
PLANNING TOTAL:		81,262.88

Vendor Name	Description (Item)	Amount
BUILDING		
STAPLES ADVANTAGE	SEP'25 CDD OFFICE SUPPLIES	61.62
TALIMAR SYSTEMS INC	OFFICE DESK CONVERSIONS	1,813.52
TALIMAR SYSTEMS INC	DESK UPGRADE	2,398.56
CHARLES ABBOTT ASSOC INC	SEP'25 CAA CONTRACT SERVICES - BUILDING	48,703.21
	BUILDING TOTAL:	52,976.91
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	SEP'25 CAA CONTRACT SERVICES - CODE ENFORCEMENT	9,095.00
	CODE ENFORCEMENT TOTAL:	9,095.00
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	AUG'25 PVM MAINTENANCE-J01P28 OUTFALL CLEANING	4,999.05
PV MAINTENANCE INC	OCT'25 PVM WAREHOUSE LEASE	1,035.00
RICHARD FISHER ASSOCIATES	SEP'25 LANDSCAPE INSPECTION SERVICES - GENERAL	2,757.73
CHARLES ABBOTT ASSOC INC	SEP'25 CAA NPDES SERVICES	10,057.50
CHARLES ABBOTT ASSOC INC	SEP'25 CAA SOLID WASTE SERVICES	2,537.50
MURPHY SWITCH OF CA	OCT'25 MURCAL IOT SMARTCOMMAND MONITORING SERVICE	450.00
AT&T	7/17/25-8/16/25 PUBLIC WORKS TABLETS	120.72
RICHARD FISHER ASSOCIATES	JUL'25 LANDSCAPE INSPECTION SERVICES - GENERAL	3,065.06
RICHARD FISHER ASSOCIATES	AUG'25 LANDSCAPE INSPECTION SERVICES - GENERAL	3,201.83
CHARLES ABBOTT ASSOC INC	AUG'25 CAA NPDES SERVICES	10,427.50
CHARLES ABBOTT ASSOC INC	AUG'25 CAA SOLID WASTE SERVICES	3,580.00
US BANK PURCHASING CARD PROGRAM	SP 9/17 EB - 10/06/25 CEAOC LUNCH MEETING	25.00
US BANK PURCHASING CARD PROGRAM	SP 9/16 ASCE-MEMBESHIP DUES 2026	326.00
	ENGINEERING (GENERAL) TOTAL:	42,582.89
STREET MAINTENANCE		
PV MAINTENANCE INC	SEP'25 PVM STREET MAINTENANCE MOE TAX	39,703.95
RICHARD FISHER ASSOCIATES	SEP'25 LANDSCAPE INSPECTION SERVICES - MEDIAN	1,740.44
CHARLES ABBOTT ASSOC INC	SEP'25 CAA STREET INVESTIGATIONS	6,326.25
US BANK PURCHASING CARD PROGRAM	EM 9/05 THE HOME DEPOT-MATERIALS FOR STREETS	20.44
RICHARD FISHER ASSOCIATES	JUL'25 LANDSCAPE INSPECTION SERVICES - MEDIANS	497.90
RICHARD FISHER ASSOCIATES	AUG'25 LANDSCAPE INSPECTION SERVICES - MEDIANS	430.19
CHARLES ABBOTT ASSOC INC	AUG'25 CAA STREET INVESTIGATIONS	5,932.50
	STREET MAINTENANCE TOTAL:	54,651.67
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	OCT'25 LAW ENFORCEMENT/BODY CAMERAS/IN CAR VIDEO	944,992.18
	LAW ENFORCEMENT-CONTRACT TOTAL:	944,992.18
LAW ENFORCEMENT-OTHER		
ALL CITY MANAGEMENT SERVICES	9/28/25-10/11/25 460 HRS-CROSSING GUARD SERVICES	15,874.60
ALL CITY MANAGEMENT SERVICES	8/17/25-8/30/25 414 HRS-CROSSING GUARD SERVICES	14,287.14
ALL CITY MANAGEMENT SERVICES	8/31/25-9/13/25 414 HRS-CROSSING GUARD SERVICES	14,287.14
ALL CITY MANAGEMENT SERVICES	9/14/25-9/27/25 460 HRS-CROSSING GUARD SERVICES	15,874.60
US BANK PURCHASING CARD PROGRAM	JD 8/27 THE TOLL ROADS	575.00
US BANK PURCHASING CARD PROGRAM	JD 8/26 AMAZON - MAP CONTAINER	64.64
US BANK PURCHASING CARD PROGRAM	JD 8/25 WALMART - OFFICE SUPPLIES	40.94
	LAW ENFORCEMENT-OTHER TOTAL:	61,004.06
EOC		
US BANK PURCHASING CARD PROGRAM	DL 8/14 EXTRA SPACE - OFFSITE STORAGE #A1554	336.00
US BANK PURCHASING CARD PROGRAM	DL 9/14 EXTRA SPACE - OFFSITE STORAGE #A1554	336.00
US BANK PURCHASING CARD PROGRAM	JD 8/30 AV SELF STORAGE- #75 PUBLIC SAFETY SEP'25	475.00
	EOC TOTAL:	1,147.00
	GENERAL FUND TOTAL:	1,441,841.35

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL

PV MAINTENANCE INC	SEP'25 PVM CH MAINTENANCE - CB CLEANING	102.00
ZAPP PEST MANAGEMENT	SEP'25 PEST CONTROL SERVICES CH	75.00
ORANGE COUNTY FIRE PROTECTION	OCT'25 FIRE EXTINGUISHER MAINT CH	159.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	OCT'25 RE-LAMP PLANNING DEPT/FRONT COUNTER - CH	300.21
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	OCT'25 OFFICES RE-LAMP - CH	257.65
FOSTERS' GARDENS INC	OCT'25 CH INTERIOR PLANT MAINTENANCE	115.00
NIEVES LANDSCAPE INC	SEP'25 LANDSCAPE MAINTENANCE - LEAK REPAIR CH	846.73
US BANK PURCHASING CARD PROGRAM	EM 9/03 THE HOME DEPOT-FANS CH BACK HALLWAY	140.01

Vendor Name	Description (Item)	Amount
THURSTON ELEVATOR CONCEPTS INC	OCT'25 CH ELEVATOR MAINTENANCE	140.00
SONITROL ORANGE COUNTY LLC	OCT'25 CH INTRUSION DETECTION	400.80
SONITROL ORANGE COUNTY LLC	OCT'25 CH ACCESS CONTROL	639.87
PACIFIC PARK II ASSOCIATION	OCT'25 CH ASO ASSOCIATION DUES	611.00
NIEVES LANDSCAPE INC	SEP'25 LANDSCAPE MAINTENANCE CH	724.89
THE GAS COMPANY	09/02/25-10/01/25 MTR#16122180 CH GAS SVC	164.22
BLINK CHARGING CO	SEP'25-SEP'26 BLINK EV CHARGING NETWORK FEE-AV/AQ	480.00
BLINK CHARGING CO	SEP'25-SEP'26 BLINK EV CHRG NETWORK FEE-CH PUBLIC	480.00
MOULTON NIGUEL WATER DIST	ACCT#65408/65407/65406 CH WATER SVC	767.49
SO CAL EDISON	SEP'25 ACCT#7189 CH ELECTRICITY	7,622.52
NON-DEPARTMENTAL TOTAL:		14,026.39
GEN. FD-CITY HALL TOTAL:		14,026.39

103 - GF-AV RECREATION SERVICES

MARY CO	REFUND FACILITY RENTAL_REC#95739090_MARY CO	3,961.50
MARY CO	REFUND FEE_REC#95739090_MARY CO	(1,980.75)
		1,980.75

RECREATION SERVICES

CSG FORTE PAYMENTS, INC	SEP'25 CREDIT CARD SERVICE FEES - POS	1,337.06
CSG FORTE PAYMENTS, INC	SEP'25 CREDIT CARD SERVICE FEES - WEB	506.95
PV MAINTENANCE INC	SEP'25 PVM AVR MAINTENANCE- CB CLEANING	51.00
L & O ALISO VIEJO, LLC	FALL2025-ATN094 CPR/ATN211 HIDDEN GEM-3 PARTICIPAN	59.50
ZAPP PEST MANAGEMENT	AUG'25 PEST CONTROL-GOUND SQUIRREL TRAPPING AVR	2,450.00
ZAPP PEST MANAGEMENT	SEP'25 PEST CONTROL SERVICES AVR	95.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	JUL'25 WHITE BARN FLOOR OUTLET R&R - AVR	175.16
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	AUG'25 TRANSFORMER RE-WIRE OUTLIGHTS - AVR	592.45
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	OCT'25 GFCI REPAIR ON TWIN BUILDINGS - AVR	68.76
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	OCT'25 FIXTURE REPAIRS AND STOCK - AVR	384.58
FOSTERS' GARDENS INC	OCT'25 AVR INTERIOR PLANT MAINTENANCE	110.00
KIMBERLY DOWNEY ESMOND	FALL2025-ATN006 DANCE-5 PARTICIPANTS	306.00
SAHAR ALVIRI	SAHAR ALVIRI	180.00
RONALD GORMAN	FALL2025-ATN110 GUITAR/UKULELE-3 PARTICIPANTS	207.00
SKYHAWKS SPORTS ACADEMY, LLC	FALL2025-ATN049/ATN050 SOCCER-15 PARTICIPANTS	810.00
SKYHAWKS SPORTS ACADEMY, LLC	FALL2025-ATN054/ATN056 MULTISPORT-15 PARICIPANTS	990.00
LAURELINDA HAUSSON	FALL2025-ATN080/ATN026/ATN001-14 PARTICIPANTS	1,017.00
RONALD S. COHAN	FALL2025-ATN195 TAI CHI-13 PARTICIPANTS	390.00
SO CAL EDISON	SEP'25 ACCT#4551 FARM ELECTRICITY	423.88
SO CAL EDISON	SEP'25 ACCT#6247 AVR ELECTRICITY	3,780.84
AARON FLORA	SEP'25 RENEWABLE FARMS	30,423.95
AT&T	6/22/25-7/21/25 AVR AT&T CALNET ALARM/POTS LINE	(377.25)
AT&T	7/22/25-9/21/25 AVR AT&T CALNET ALARM/POTS LINE	797.96
PRESTIGIOUS CLEANERS LLC	9/05 AVR DRY CLEANING	392.40
PRESTIGIOUS CLEANERS LLC	10/01 AVR DRY CLEANING	580.75
PRESTIGIOUS CLEANERS LLC	9/19 AVR DRY CLEANING	627.84
PRESTIGIOUS CLEANERS LLC	9/27 AVR DRY CLEANING	361.01
L & O ALISO VIEJO, LLC	FALL2025-ATN197 PICKLEBALL-2 PARTICIPANTS	98.00
GARDAWORLD	SEP'25 AVR - CASH COURIER SERVICE	510.34
AMAZON CAPITAL SERVICES INC	SEP'25 AMAZON-NESTLE COFFEE MATE CREAMER AVR	37.33
AMAZON CAPITAL SERVICES INC	SEP'25 AMAZON-LAMOSI COFFEE CUPS AVR	28.64
SONITROL ORANGE COUNTY LLC	OCT'25 AVR AVCENTER & AQC ACCESS CONTROL	805.81
AT&T	7/17/25-8/16/25 REC PHONE LINES	76.07
AT&T	7/17/25-8/16/25 REC TABLET	40.24
LYONS SECURITY SERVICE IN	SEP'25 GCF SECURITY SERVICES	1,221.00
LYONS SECURITY SERVICE IN	SEP'25 AVR EVENT SECURITY SERVICES	2,475.00
AT&T	SEP'25 AVR AT&T INTERNET SERVICE	1,028.84
TEAM ONE MANAGEMENT SERVICES	SEP'25 AVR JANITORIAL SERVICES	5,690.00
CAPISTRANO UNIFIED SCHOOL DISTRICT	AUG'25 CUSD TRANSPORTATION - SUMMER CAMP	2,137.50
ANGIE DOROTHY ABAD	FALL2025-ATN802/ATN803 HULA-10 PARTICIPANTS	495.00
NIEVES LANDSCAPE INC	SEP'25 LANDSCAPE MAINTENANCE AVR	2,419.14
RUIHONG LI	FALL2025-ATN192 YOGA-12 PARTICIPANTS	724.68
JOHN DAVID ALLEN JR	FALL2025-ATN137/ATN061 TENNIS-15 PARTICIPANTS	528.00
AT&T	AUG'25 AVR AT&T INTERNET SERVICE	1,018.44
GOTO COMMUNICATIONS	OCT'25 AVR GOTO VOIP SERVICE & SUPPORT	665.14
TANGENT COMPUTERS INC	9/23/25-10/22/25 AVR O365 LICENSING AND SUPPORT	561.85

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	KB 9/07 THE HOMEDEPOT - MISC AVR	37.69
US BANK PURCHASING CARD PROGRAM	KB 9/16 THE HOMEDEPOT - SINK DRAIN REPAIR	36.64
US BANK PURCHASING CARD PROGRAM	KB 9/09 THE HOMEDEPOT - HVAC REPAIR AVR	145.01
US BANK PURCHASING CARD PROGRAM	KB 8/21 THE HOMEDEPOT - PLUMBING REPAIR AVR	21.73
US BANK PURCHASING CARD PROGRAM	KB 9/17 DENAULTS - CLUB CAR REPAIR	25.97
MOULTON NIGUEL WATER DIST	ACCT#105234/104936/104935/104986 RANCH WATER SVC	1,285.46
MOULTON NIGUEL WATER DIST	ACCT#104515/104519 FARM WATER SVC	517.17
	RECREATION SERVICES TOTAL:	69,372.53
	GF-AV RECREATION SERVICES TOTAL:	71,353.28

203 - GAS TAX

TRAFFIC ENGINEERING

RK ENGINEERING GROUP INC	SEP'25 ENGINEERING AND TRAFFIC SURVEY-SPEED LIMITS	14,275.00
	TRAFFIC ENGINEERING TOTAL:	14,275.00

STREET MAINTENANCE

PV MAINTENANCE INC	SEP'25 PVM STREET MAINTENANCE GAS TAX	48,527.04
PV MAINTENANCE INC	SEP'25 PVM STREET MAINT-PACIFIC PARK VEHICLE COLL	922.00
BEAR ELECTRICAL SOLUTIONS INC	SEP'25 TRAFFIC SIGNAL MAINTENANCE RESPONSE	4,933.22
BEAR ELECTRICAL SOLUTIONS INC	SEP'25 TRAFFIC SIGNAL MAINTENANCE ROUTINE	3,225.90
SCA OF CA LLC	OCT'25 STREET SWEEPING SERVICES	11,297.00
SAN DIEGO GAS & ELECTRIC	SEP'25 ST LIGHTS & TRAFFIC CTRLRS	2,454.55
SO CAL EDISON	SEP'25 ACCT#8254 TC1 ST LIGHTS ELECTRICITY	3,817.45
NIEVES LANDSCAPE INC	SEP'25 LANDSCAPE MAINTENANCE MEDIANS	1,695.68
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	SEP'25 USA DATABASE MAINT + 53 TICKETS	116.00
EL TORO WATER DISTRICT	8/11/25-9/10/25 MTR#5675 CALLE CORTEZ MEDIAN WATER	169.33
SCA OF CA LLC	SEP'25 STREET SWEEPING SERVICES	11,297.00
MOULTON NIGUEL WATER DIST	ACCT#64613/64615/65346 MEDIANS WATER SVC	913.18
SO CAL EDISON	SEP'25 ACCT#6377 LS2 ST LIGHTS ELECTRICITY	1,237.47
SO CAL EDISON	SEP'25 ACCT#7241 LS1 ST LIGHTS ELECTRICITY	18,149.38
	STREET MAINTENANCE TOTAL:	108,755.20

GAS TAX TOTAL: 123,030.20

204 - MEASURE M

GEN-MEASURE M

OCY MANAGEMENT, LLC	SEP'25 M2 FUND TRANSPORTATION SVC	2,416.00
	GEN-MEASURE M TOTAL:	2,416.00
	MEASURE M TOTAL:	2,416.00

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	OCT'25 CITATION/MDC EQUIPMENT	6,918.26
DATA TICKET INC	ALPHA 3R TICKET STOCK - 100 ROLLS OF 85 TICKETS	2,243.38
	LAW ENFORCEMENT-OTHER TOTAL:	9,161.64
	PUBLIC SAFETY GRANTS TOTAL:	9,161.64

225 - INTEGRATED WASTE MGMT FD

GEN-BEV CONTAINER RECYCLE

PV MAINTENANCE INC	SEP'25 PVM AV CREEK CLEANUP-CITY COUNTY PMT PROG	965.00
	GEN-BEV CONTAINER RECYCLE TOTAL:	965.00

GEN-TECHNOLOGY GRANTS

CHARLES ABBOTT ASSOC INC	SEP'25 CAA CONTRACT SERVICES - SB1383	712.50
CHARLES ABBOTT ASSOC INC	AUG'25 CAA CONTRACT SERVICES - SB1383	380.00
	GEN-TECHNOLOGY GRANTS TOTAL:	1,092.50

INTEGRATED WASTE MGMT FD TOTAL: 2,057.50

231 - OTHER GRANTS

OTHER GRANTS

COUNTY OF ORANGE	OCT'25 BEHAVIORAL HEALTH BUREAU - PLHA GRANT	2,692.92
LAURA'S HOUSE	SEP'25 PLHA GRANT REIMBURSEMENT- CASE MANAGEMENT	1,288.00
FAMILY ASSISTANCE MINISTRIES	Q1 FY25-26 PLHA PROF SERVICES-TRANSITIONAL HOUSING	4,963.57

Vendor Name	Description (Item)	Amount
ENTRY CONTROL, INC	OCT'25 LOCKSMITH SERVICES - REKEY 38 COLONIAL WAY	362.71
	OTHER GRANTS TOTAL:	9,307.20
	OTHER GRANTS TOTAL:	9,307.20

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS

GRANICUS LLC	OCT-DEC'25 GRANICUS WEBSTREAMING	4,599.56
ERIC WINTER	SEP'25-CC MTGS 9/3&9/17 SPRTS ZONE 2-6 & ADMIN	1,498.24
	GEN-TECHNOLOGY GRANTS TOTAL:	6,097.80
	TECHNOLOGY FUND TOTAL:	6,097.80

251 - FEDERAL GRANTS

GEN-FEDERAL GRANT

CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011752594 - 9/01 FY24-25 CAPER	1,735.06
	GEN-FEDERAL GRANT TOTAL:	1,735.06
	FEDERAL GRANTS TOTAL:	1,735.06

261 - CITY FAC.-AQUATIC CENTER

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

GEN-AQUATIC CENTER

ZAPP PEST MANAGEMENT	SEP'25 PEST CONTROL SERVICES AQC	75.00
PREMIER AQUATIC SERVICES	OCT'25 AQC MANAGEMENT FEE	12,083.00
ALISO VIEJO BANQUET CENTER LLC	JUL-SEP'25 AQ CTR-MTR#4987 ELECTRICITY	7,908.87
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/09 COSTCO-F&B CONCESSIONS	83.20
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/25 MELODEE ICE CREAM-F&B CONCESSIONS	631.80
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/02 JACKRABBIT-SERVICE PLATFORM	315.00
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/10 AMAZON-POOL MAINTENANCE	124.52
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/16 SUPERIOR POOL-POOL MAINTENANCE	75.83
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/10 AMAZON RETURN-POOL MAINTENANCE	(9.49)
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/02 SUPERIOR POOL-POOL MAINTENANCE	16.71
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/09 THE HOME DEPOT- MINOR SUPPLY	21.52
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/09 THE HOME DEPOT- SUPPLY	17.22
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/16 THE HOME DEPOT- MINOR SUPPLY	10.75
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/10 AMAZON-MINOR EQUIPMENT	122.82
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/25 SPLASH ABOUT- SWIM DIAPERS	871.75
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/29 META-ADVERTISING	13.78
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/29 META-ADVERTISING	0.51
PREMIER AQUATIC SERVICES	SEP'25 AQC INDEED ADVERTISING 9/30/2025	64.37
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/29 META-ADVERTISING	46.90
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/01 META-ADVERTISING	46.79
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/01 META-ADVERTISING	39.19
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/29 META-ADVERTISING	28.65
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/30 META-ADVERTISING	0.27
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/29 META-ADVERTISING	23.46
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/30 META-ADVERTISING	0.02
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/30 META-ADVERTISING	21.72
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/29 META-ADVERTISING	21.72
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/30 META-ADVERTISING	0.51
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/30 META-ADVERTISING	5.96
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/29 META-ADVERTISING	61.69
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/30 GOOGLE-ADVERTISING	292.63
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/29 META ADVEERTISING	10.00
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/19 INDEED-ADVERTISING	235.63
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/29 META-ADVERTISING	222.36
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/29 META-ADVERTISING	222.05
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/30 META-ADVERTISING	5.33
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/29 META-ADVERTISING	119.97
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/29 META-ADVERTISING	117.73
PREMIER AQUATIC SERVICES	SEP'25 AQC 9/30 META-ADVERTISING	8.54
HASA INC	SEP'25 AQC POOL CHEMICALS - ACID	313.74
GARDAWORLD	SEP'25 AQC - CASH COURIER SERVICE	564.23
NIEVES LANDSCAPE INC	SEP'25 LANDSCAPE MAINTENANCE AQC	975.59

Vendor Name	Description (Item)	Amount
NIEVES LANDSCAPE INC	SEP'25 LANDSCAPE MAINTENANCE-IRRIGATION REPAIR AQC	1,762.28
NIEVES LANDSCAPE INC	SEP'25 LANDSCAPE MAINTENANCE-IRRIGATION REPAIR AQC	1,082.17
THE GAS COMPANY	09/03/25-10/02/25 MTR#15672349 AQC GAS SVC	1,971.89
US BANK PURCHASING CARD PROGRAM	KB 8/27 THE HOMEDEPOT - FIRE RISER VALVE REPAIR	54.06
MOULTON NIGUEL WATER DIST	ACCT#64095/64096 AQC WATER SVC	681.78
GEN-AQUATIC CENTER TOTAL:		31,364.02
CITY FAC.-AQUATIC CENTER TOTAL:		30,155.72

311 - STREET IMPROVEMENTS

STREETS & HIGHWAYS

NV5, INC	SEP'25 GLENWOOD REHAB INSPECTION	1,235.88
RK ENGINEERING GROUP INC	AUG'25 CITYWIDE BIKE LANE STRIPING PLAN - DESIGN	14,545.40
RK ENGINEERING GROUP INC	SEP'25 CITYWIDE BIKE LANE STRIPING PLAN - DESIGN	20,000.00
NV5, INC	JUL-AUG'25 FY24-25 ADA CURB RAMP INSPECTION	13,058.04
STREETS & HIGHWAYS TOTAL:		48,839.32
STREET IMPROVEMENTS TOTAL:		48,839.32

331 - CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS

NETWORK INTEGRATION COMPANY PARTNERS, INC	AV CENTER CAMERA PROJECT	74,619.83
NETWORK INTEGRATION COMPANY PARTNERS, INC	AQC CAMERA UPGRADE	20,701.71
CAPITAL IMPROVEMENTS TOTAL:		95,321.54
CAPITAL IMPROVEMENTS TOTAL:		95,321.54

731 - CFD 2005-01

TRUST FUND

KOPPEL & GRUBER PUBLIC FIN.	JUL-SEP'25 CFD ADMIN SERVICES	2,337.24
KOPPEL & GRUBER PUBLIC FIN.	JUL-SEP'25 CFD REIMB EXPENSES FOR PROP TAX ROLL	39.98
TRUST FUND TOTAL:		2,377.22
CFD 2005-01 TOTAL:		2,377.22

GRAND TOTAL: 1,857,720.22

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,441,841.35	1,441,841.35
102 - GEN. FD-CITY HALL	14,026.39	14,026.39
103 - GF-AV RECREATION SERVICES	71,353.28	71,353.28
203 - GAS TAX	123,030.20	123,030.20
204 - MEASURE M	2,416.00	2,416.00
215 - PUBLIC SAFETY GRANTS	9,161.64	9,161.64
225 - INTEGRATED WASTE MGMT FD	2,057.50	2,057.50
231 - OTHER GRANTS	9,307.20	9,307.20
241 - TECHNOLOGY FUND	6,097.80	6,097.80
251 - FEDERAL GRANTS	1,735.06	1,735.06
261 - CITY FAC.-AQUATIC CENTER	30,155.72	30,155.72
311 - STREET IMPROVEMENTS	48,839.32	48,839.32
331 - CAPITAL IMPROVEMENTS	95,321.54	95,321.54
731 - CFD 2005-01	2,377.22	2,377.22
Grand Total:	1,857,720.22	1,857,720.22

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,441,841.35
102 - GEN. FD-CITY HALL	14,026.39
103 - GF-AV RECREATION SERVICES	71,353.28
203 - GAS TAX	123,030.20
204 - MEASURE M	2,416.00
215 - PUBLIC SAFETY GRANTS	9,161.64
225 - INTEGRATED WASTE MGMT FD	2,057.50
231 - OTHER GRANTS	9,307.20
241 - TECHNOLOGY FUND	6,097.80
251 - FEDERAL GRANTS	1,735.06
261 - CITY FAC.-AQUATIC CENTER	30,155.72
311 - STREET IMPROVEMENTS	48,839.32
331 - CAPITAL IMPROVEMENTS	95,321.54
731 - CFD 2005-01	2,377.22
Grand Total:	1,857,720.22

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	31,149.96
101-2505-000	DENTAL INSURANCE PA...	1,686.85
101-2506-000	MEDICAL INSURANCE P...	28,668.01
101-2507-000	LIFE INSURANCE PAYABLE	1,509.75
101-2508-000	VISION INSURANCE PAY...	259.01
101-2601-000	REFUNDABLE DEPOSIT	3,000.00
101-2602-000	PLANNING DEPOSIT	5,597.15
101-2603-000	ENGINEERING DEPOSIT	7,907.10
101-32030	PLUMBING PERMITS	223.18
101-36420	SMIP	1,836.92
101-36425	CASP CERT/TRNG	90.80
101-36430	BUILDING STANDARD FE...	497.70
101-4-1101-4511-000	COMMUNICATION	186.48
101-4-1101-4520-000	MTGS/CONF./TRNG & D...	405.00
101-4-1101-4601-000	SUPPLIES	33.38
101-4-1501-4206-000	MEDICAL INSURANCE	158.00
101-4-1501-4511-000	COMMUNICATION	76.30
101-4-1501-4520-000	MTGS/CONF./TRNG & D...	71.41
101-4-1502-4521-000	MEMBERSHIP & DUES	5,000.00
101-4-1503-4309-000	OTHER CONTRACTUAL S...	117.40
101-4-1503-4601-000	SUPPLIES	29.07
101-4-1601-4303-000	LEGAL NOTICES	1,081.90
101-4-1601-4502-000	AWARDS & RECOGNITI...	443.56
101-4-1601-4520-000	MTGS/CONF./TRNG & D...	541.05
101-4-1601-4611-000	PUBLICATIONS/REF MAT...	33.96
101-4-2101-4532-000	SPECIAL PROJECTS	1,388.00
101-4-2501-4301-000	PROFESSIONAL SERVICES	25,684.44
101-4-2501-4309-000	OTHER CONTRACTUAL S...	356.24
101-4-2501-4520-000	MTGS/CONF./TRNG & D...	35.00
101-4-2501-4601-000	SUPPLIES	56.46
101-4-3101-4301-000	PROFESSIONAL SERVICES	5,516.67
101-4-3101-4305-000	TECHNOLOGY SERVICES	6,552.43
101-4-3101-4481-000	COMPUTER EXPENSE	6,481.74
101-4-3101-4601-000	SUPPLIES	408.01
101-4-3501-4301-000	PROFESSIONAL SERVICES	359.10
101-4-3501-4421-000	EQUIPMENT RENTAL	180.18
101-4-3501-4422-000	EQUIP RENTAL LEASE - P...	1,259.24
101-4-3501-4431-000	BUILDING & GROUND M...	2,571.40
101-4-3501-4471-000	RENT	412.78

Account Summary

Account Number	Account Name	Payment Amount
101-4-3501-4512-000	POSTAGE	500.00
101-4-3501-4513-000	PRINTING	113.74
101-4-3501-4516-000	FUEL	502.18
101-4-3501-4517-000	VEHICLE MAINTENANCE	35.00
101-4-3501-4542-000	INTEREST EXPENSE - LEA...	129.16
101-4-3501-4553-000	COMMUNITY BRANDING	1,449.00
101-4-3501-4601-000	SUPPLIES	198.21
101-4-3501-4612-000	OPERATING SUPPLIES	1,501.11
101-4-4101-4206-000	MEDICAL INSURANCE	316.00
101-4-4101-4501-000	ADVERTISING & PROMO...	102.84
101-4-4101-4520-000	MTGS/CONF./TRNG & D...	251.32
101-4-4101-4524-000	RECREATION-SENIOR TR...	604.00
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	2,134.66
101-4-4101-4533-000	COMMUNITY ASSISTAN...	1,750.00
101-4-4102-4411-000	UTILITIES	2,917.21
101-4-4102-4431-000	BUILDING & GROUND M...	9,501.68
101-4-4102-4461-000	OTHER EQUIPMENT MA...	640.40
101-4-4103-4411-000	UTILITIES	1,980.04
101-4-4103-4431-000	BUILDING & GROUND M...	2,636.58
101-4-4104-4529-000	REC-YOUTH PROGRAMS	25,000.00
101-4-4401-4206-000	MEDICAL INSURANCE	158.00
101-4-4401-4513-000	PRINTING	3,295.37
101-4-4401-4520-000	MTGS/CONF./TRNG & D...	707.44
101-4-4401-4541-000	SUBSCRIPTION FINANCI...	77,019.63
101-4-4401-4601-000	SUPPLIES	82.44
101-4-4402-4612-000	OPERATING SUPPLIES	4,273.70
101-4-4402-4751-000	C.S-BUILDING	48,703.21
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	9,095.00
101-4-4501-4471-000	RENT	1,035.00
101-4-4501-4520-000	MTGS/CONF/TRNG & D...	25.00
101-4-4501-4521-000	MEMBERSHIP & DUES	326.00
101-4-4501-4612-000	OPERATING SUPPLIES	120.72
101-4-4501-4701-000	NPDES	25,934.05
101-4-4501-4702-000	AB939-SOLID WASTE	6,117.50
101-4-4501-4741-000	C.S-CITY ENGINEERING	9,024.62
101-4-4503-4771-000	C.S-STREET MAINTENAN...	54,651.67
101-4-5101-4308-000	LAW ENFORCEMENT	944,992.18
101-4-5102-4516-000	FUEL	575.00
101-4-5102-4612-000	OPERATING SUPPLIES	105.58
101-4-5102-4721-000	C.S-CROSSING GUARDS	60,323.48
101-4-5401-4471-000	RENT	1,147.00
102-4-3501-4411-000	UTILITIES	8,554.23
102-4-3501-4431-000	BUILDING & GROUND M...	5,472.16
103-34130	FACILITY RENTAL	3,961.50
103-34169	REFUNDS	-1,980.75
103-4-4105-4305-000	TECHNOLOGY SERVICES	4,500.79
103-4-4105-4309-000	OTHER CONTRACTUAL S...	5,805.18
103-4-4105-4411-000	UTILITIES	5,066.30
103-4-4105-4431-000	BUILDING & GROUND M...	14,778.13
103-4-4105-4451-000	FARM OPERATING EXPE...	32,586.00
103-4-4105-4511-000	COMMUNICATION	116.31
103-4-4105-4561-000	TAXES/FEES/PERMITS	2,354.35
103-4-4105-4570-000	CITY CAMP EXPENSE	2,137.50
103-4-4105-4601-000	SUPPLIES	65.97
103-4-4105-4612-000	OPERATING SUPPLIES	1,962.00
203-4-4502-4301-000	PROFESSIONAL SERVICES	14,275.00
203-4-4503-4411-000	UTILITIES	26,741.36
203-4-4503-4771-000	C.S-STREET MAINTENAN...	59,419.84

Account Summary

Account Number	Account Name	Payment Amount
203-4-4503-4772-000	C.S-STREET SWEEPING	22,594.00
204-4-6104-4309-000	OTHER CONTRACTUAL S...	2,416.00
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM...	9,161.64
225-4-6125-4309-000	OTHER CONTRACTUAL S...	965.00
225-4-6141-4309-000	OTHER CONTRACTUAL S...	1,092.50
231-4-6131-4309-000	OTHER CONTRACTUAL S...	9,307.20
241-4-6141-4309-000	OTHER CONTRACTUAL S...	1,498.24
241-4-6141-4481-000	IT/COMPUTER EQUIPM...	4,599.56
251-4-6151-4309-000	OTHER CONTRACTUAL S...	1,735.06
261-2103-000	RETENTIONS PAYABLE	-1,208.30
261-4-6161-7301-000	COST OF F&B	715.00
261-4-6161-7402-000	COMPUTER EXPENSE	315.00
261-4-6161-7411-000	UTILITIES	10,562.54
261-4-6161-7421-000	BUILDING & GROUND M...	3,949.10
261-4-6161-7425-000	POOL MAINTENANCE	521.31
261-4-6161-7431-000	SUPPLIES	49.49
261-4-6161-7432-000	MINOR EQUIPMENT	122.82
261-4-6161-7435-000	MERCHANDISE	871.75
261-4-6161-7441-000	MARKETING	1,609.78
261-4-6161-7445-000	FEES & PERMITS	564.23
261-4-6161-7451-000	MANAGEMENT FEES	12,083.00
311-4-8301-5501-000	DESIGN	34,545.40
311-4-8301-5601-000	CONSTRUCTION MANA...	14,293.92
331-4-8701-5910-000	IMPROVEMENTS	95,321.54
731-4-7501-4542-000	INTEREST & FISCAL CHGS	2,377.22
Grand Total:		1,857,720.22

Project Account Summary

Project Account Key	Payment Amount
None	1,679,772.23
1002FALL	5,805.18
10044309	9,307.20
1045601	13,058.04
1115910	74,619.83
1185910	20,701.71
1255601	1,235.88
1425501	34,545.40
9014612	858.00
9024612	643.11
9284520	30.00
9304520	375.00
9934527	34.39
9974570	2,137.50
ENG 2254	2,175.85
ENG 2256	2,896.25
ENG 5002	341.25
ENG 5004	603.75
ENG 5005	1,575.00
ENG 5049	315.00
SB13834309	1,092.50
SDP-2024-00001	5,597.15
Grand Total:	1,857,720.22

City of Aliso Viejo

AGENDA ITEM



DATE: November 5, 2025

TO: Mayor and City Council

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

SUBJECT: TREASURER'S STATEMENT – SEPTEMBER 2025

Recommended Action:

Receive and file the September 2025 Treasurer's Statement.

Fiscal Impact:

No Fiscal Impact.

Background:

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

Discussion:

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

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

Attachment:

1. September 2025 Treasurer's Statement

**CITY OF ALISO VIEJO
TREASURER'S MONTHLY CASH STATEMENT**

September 30, 2025

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
CASH BALANCE (ALL FUNDS)	\$ 10,944,143.10	\$ 3,936,495.37	\$ 4,372,831.83	\$ 10,507,806.64
CITY TRUST FUNDS:				
AV RANCH FOUNDATION	\$ 100.00			100.00
CFD 2005-01	\$ (3,264.00)	2,576.00	4,208.00	(4,896.00)
COMMUNITY TRUST	\$ 9,120.98	50.00		9,170.98
CASH BALANCE TOTALS	\$ 10,950,100.08	\$ 3,939,121.37	\$ 4,377,039.83	\$ 10,512,181.62

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	\$ 583,523.59	
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	\$ 9,821,061.67	
	MONEY MARKET/SWEEP ACCOUNT	\$ 107,596.36	
	TOTAL CASH	\$ 10,512,181.62	
Years to Maturity for September 2025		1.82	
Weighted Average Yield for September 2025		3.980%	

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

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

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center.		\$ 44,211,550.37
Cash With Fiscal Agent	COPS/CFD 2005-01	1,452,348.92
Cash With Investment Advisor	City Investments	41,625,798.92
AV Center		959,898.89
PR Account		171,579.03
Petty Cash		1,924.61
GRAND TOTAL OF CITY FUNDS		\$ 54,723,731.99

3.98

Weighted Average Yield to Maturity

1.82

Weighted Average Maturity (Years)

1.69

Portfolio Effective Duration (Years)

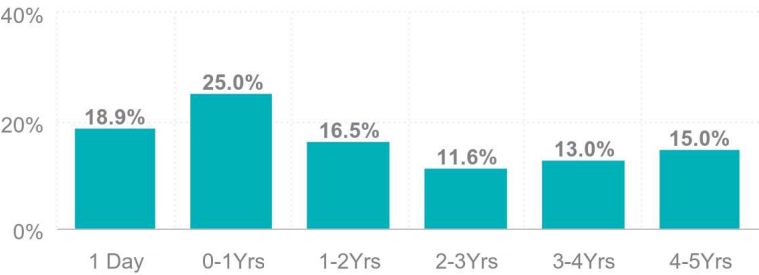
1.82

Weighted Average Life (Years)

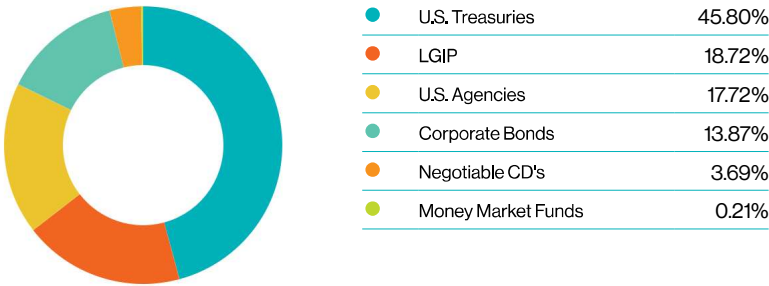
AA

Average Credit Rating

Maturity Distribution

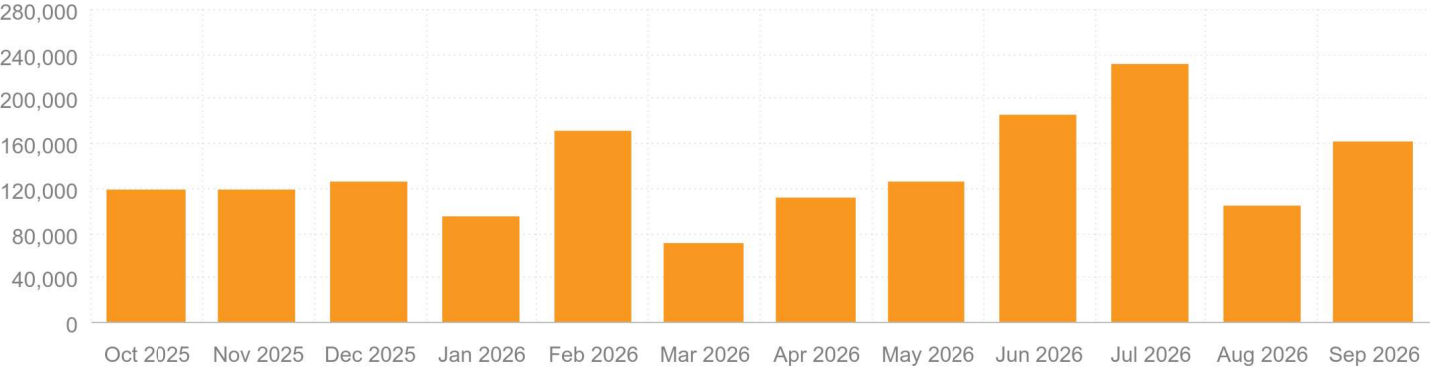


Sector Allocation



	CURRENT MONTH
Beginning	41,688,943.78
Contributions/Withdrawals	0.00
Management Fees	0.00
Custodian Fees	(265.35)
Realized Gains Losses	16,460.97
Purchased Interest	(4,821.67)
Interest Received	33,077.55
ENDING	41,733,395.28

Projected Monthly Income Schedule



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CITY OF ALISO VIEJO												
LGIP												
CALAIF	California LAIF	09/30/2025 09/30/2025	9,821,061.67	9,821,061.67 0.00	9,821,061.67	4.21		1	1.00 9,821,061.67	0.00 9,821,061.67	18.72	NA
LGIP TOTAL			9,821,061.67	9,821,061.67 0.00	9,821,061.67	4.21		1	1.00 9,821,061.67	0.00 9,821,061.67	18.72	NA
MONEY MARKET FUNDS												
31846V567	FIRST AMER:GVT OBLG;Z	09/30/2025 09/30/2025	107,596.36	107,596.36 0.00	107,596.36	4.00		1	1.00 107,596.36	0.00 107,596.36	0.21	Aaa AAA
MONEY MARKET FUNDS TOTAL			107,596.36	107,596.36 0.00	107,596.36	4.00		1	1.00 107,596.36	0.00 107,596.36	0.21	AAA
U.S. TREASURIES												
91282CFP1	US TREASURY 4.250 10/15/25	05/30/2023 05/30/2023	1,000,000.00	1,000,625.00 0.00	1,000,625.00	4.22	10/15/2025	15	99.99 999,921.88	(703.12) 1,000,625.00	1.91	Aa1 AA+
912797QQ3	US TREASURY BILL 11/13/25	05/19/2025 05/20/2025	1,000,000.00	979,679.91 0.00	979,679.91	4.28	11/13/2025	44	99.52 995,206.24	15,526.33 979,679.91	1.90	P-1 A-1+
912828M56	US TREASURY 2.250 11/15/25	05/30/2023 05/30/2023	1,000,000.00	955,117.19 0.00	955,117.19	4.19	11/15/2025	46	99.78 997,812.50	42,695.31 955,117.19	1.90	Aa1 AA+
912797NU7	US TREASURY BILL 12/26/25	05/19/2025 05/20/2025	490,000.00	477,942.27 0.00	477,942.27	4.17	12/26/2025	87	99.08 485,493.25	7,550.98 477,942.27	0.93	P-1 A-1+
91282CBH3	US TREASURY 0.375 01/31/26	05/06/2025 05/08/2025	1,000,000.00	973,242.19 0.00	973,242.19	4.12	01/31/2026	123	98.81 988,125.00	14,882.81 973,242.19	1.88	Aa1 AA+
91282CGL9	US TREASURY 4.000 02/15/26	05/30/2023 05/30/2023	1,000,000.00	997,578.13 0.00	997,578.13	4.09	02/15/2026	138	100.02 1,000,156.25	2,578.12 997,578.13	1.91	Aa1 AA+
91282CGV7	US TREASURY 3.750 04/15/26	01/22/2024 01/22/2024	1,200,000.00	1,187,437.50 0.00	1,187,437.50	4.24	04/15/2026	197	99.95 1,199,437.50	12,000.00 1,187,437.50	2.29	Aa1 AA+
91282CCF6	US TREASURY 0.750 05/31/26	06/13/2022 06/13/2022	1,000,000.00	915,976.56 0.00	915,976.56	3.01	05/31/2026	243	97.99 979,882.81	63,906.25 915,976.56	1.87	Aa1 AA+
91282CCJ8	US TREASURY 0.875 06/30/26	06/29/2022 06/29/2022	1,000,000.00	913,125.00 0.00	913,125.00	3.20	06/30/2026	273	97.87 978,671.88	65,546.88 913,125.00	1.87	Aa1 AA+
91282CCP4	US TREASURY 0.625 07/31/26	01/13/2023 01/13/2023	1,100,000.00	987,292.97 0.00	987,292.97	3.73	07/31/2026	304	97.45 1,071,898.44	84,605.47 987,292.97	2.04	Aa1 AA+
91282CJP7	US TREASURY 4.375 12/15/26	05/06/2025 05/08/2025	1,000,000.00	1,007,695.31 0.00	1,007,695.31	3.87	12/15/2026	441	100.78 1,007,812.50	117.19 1,007,695.31	1.92	Aa1 AA+
91282CJT9	US TREASURY 4.000 01/15/27	01/22/2024 01/22/2024	1,000,000.00	996,718.75 0.00	996,718.75	4.12	01/15/2027	472	100.38 1,003,789.06	7,070.31 996,718.75	1.91	Aa1 AA+
912828X88	US TREASURY 2.375 05/15/27	06/29/2022 06/29/2022	1,000,000.00	962,851.56 0.00	962,851.56	3.20	05/15/2027	592	97.99 979,921.88	17,070.32 962,851.56	1.87	Aa1 AA+
9128282R0	US TREASURY 2.250 08/15/27	01/13/2023 01/13/2023	1,050,000.00	990,322.27 0.00	990,322.27	3.60	08/15/2027	684	97.52 1,023,955.08	33,632.81 990,322.27	1.95	Aa1 AA+
9128284N7	US TREASURY 2.875 05/15/28	09/18/2024 09/19/2024	1,000,000.00	979,882.81 0.00	979,882.81	3.47	05/15/2028	958	98.13 981,328.13	1,445.32 979,882.81	1.87	Aa1 AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
91282CCR0	US TREASURY 1.000 07/31/28	09/18/2024 09/19/2024	1,000,000.00	910,507.81 0.00	910,507.81	3.50	07/31/2028	1,035	92.98 929,765.63	19,257.82 910,507.81	1.77	Aa1 AA+
91282CCV1	US TREASURY 1.125 08/31/28	12/21/2023 12/21/2023	1,000,000.00	878,750.00 0.00	878,750.00	3.98	08/31/2028	1,066	93.13 931,250.00	52,500.00 878,750.00	1.78	Aa1 AA+
91282CDF5	US TREASURY 1.375 10/31/28	12/21/2023 12/21/2023	1,500,000.00	1,328,906.25 0.00	1,328,906.25	3.98	10/31/2028	1,127	93.45 1,401,679.70	72,773.45 1,328,906.25	2.67	Aa1 AA+
91282CJR3	US TREASURY 3.750 12/31/28	01/22/2024 01/22/2024	1,000,000.00	987,695.31 0.00	987,695.31	4.03	12/31/2028	1,188	100.32 1,003,203.13	15,507.82 987,695.31	1.91	Aa1 AA+
91282CLC3	US TREASURY 4.000 07/31/29	07/14/2025 07/15/2025	1,000,000.00	1,002,304.69 0.00	1,002,304.69	3.94	07/31/2029	1,400	101.12 1,011,171.88	8,867.19 1,002,304.69	1.93	Aa1 AA+
91282CLR0	US TREASURY 4.125 10/31/29	11/25/2024 11/26/2024	1,000,000.00	996,445.31 0.00	996,445.31	4.21	10/31/2029	1,492	101.60 1,016,015.63	19,570.32 996,445.31	1.94	Aa1 AA+
91282CGB1	US TREASURY 3.875 12/31/29	02/07/2025 02/10/2025	1,000,000.00	978,828.13 0.00	978,828.13	4.36	12/31/2029	1,553	100.65 1,006,484.38	27,656.25 978,828.13	1.92	Aa1 AA+
91282CMG3	US TREASURY 4.250 01/31/30	05/06/2025 05/08/2025	1,000,000.00	1,015,507.81 0.00	1,015,507.81	3.89	01/31/2030	1,584	102.13 1,021,250.00	5,742.19 1,015,507.81	1.95	Aa1 AA+
91282CMZ1	US TREASURY 3.875 04/30/30	05/06/2025 05/08/2025	1,000,000.00	998,867.19 842.39	999,709.58	3.90	04/30/2030	1,673	100.64 1,006,406.25	7,539.06 998,867.19	1.92	Aa1 AA+
U.S. TREASURIES TOTAL			24,340,000.00	23,423,299.92 842.39	23,424,142.31	3.89		713	98.75 24,020,639.00	597,339.08 23,423,299.92	45.80	AA+
U.S. AGENCIES												
3135G06Q1	FANNIE MAE 0.640 12/30/25 '25	05/06/2025 05/08/2025	500,000.00	488,955.00 0.00	488,955.00	4.15	12/30/2025	91	99.13 495,635.00	6,680.00 488,955.00	0.94	Aa1 AA+
3130ALHH0	FHLBANKS 0.960 03/05/26 '25	05/06/2025 05/08/2025	1,000,000.00	974,710.00 0.00	974,710.00	4.11	03/05/2026	156	98.71 987,130.00	12,420.00 974,710.00	1.88	Aa1 AA+
3130AK5J1	FHLBANKS 0.700 09/18/26 '25	02/16/2023 02/16/2023	1,000,000.00	872,060.00 0.00	872,060.00	4.61	09/18/2026	353	97.00 969,990.00	97,930.00 872,060.00	1.85	Aa1 AA+
880591EU2	TVA 2.875 02/01/27	05/06/2025 05/08/2025	1,000,000.00	983,560.00 0.00	983,560.00	3.86	02/01/2027	489	98.85 988,510.00	4,950.00 983,560.00	1.88	Aa1 AA+
3130ASD63	FHLBANKS 3.250 06/28/27	06/28/2022 06/28/2022	1,000,000.00	1,000,000.00 0.00	1,000,000.00	3.25	06/28/2027	636	98.86 988,590.00	(11,410.00) 1,000,000.00	1.88	Aa1 AA+
3133EPAU9	FED FARM CR BNKS 3.875 07/14/27	02/16/2023 02/16/2023	1,000,000.00	990,390.00 0.00	990,390.00	4.12	07/14/2027	652	100.27 1,002,720.00	12,330.00 990,390.00	1.91	Aa1 AA+
3136G4X99	FANNIE MAE 0.740 08/25/27 '25	04/06/2023 04/06/2023	1,000,000.00	876,610.00 0.00	876,610.00	3.82	08/25/2027	694	94.19 941,920.00	65,310.00 876,610.00	1.80	Aa1 AA+
3130AMX98	FHLBANKS 2.000 06/30/28	07/10/2025 07/11/2025	1,000,000.00	947,446.00 611.11	948,057.11	3.89	06/30/2028	1,004	95.50 954,950.00	7,504.00 947,446.00	1.82	Aa1 AA+
3133EMSX1	FED FARM CR BNKS 1.550 03/15/29 '25	02/06/2025 02/07/2025	500,000.00	447,120.00 0.00	447,120.00	4.39	03/15/2029	1,262	92.32 461,605.00	14,485.00 447,120.00	0.88	Aa1 AA+
3130B2GZ2	FHLBANKS 4.200 08/13/29 '26	08/21/2024 08/23/2024	250,000.00	250,000.00 0.00	250,000.00	4.20	08/13/2029	1,413	99.50 248,742.50	(1,257.50) 250,000.00	0.47	Aa1 AA+
3133EL6D1	FED FARM CR BNKS 1.230 09/10/29 '25	02/06/2025 02/07/2025	500,000.00	434,525.00 0.00	434,525.00	4.41	09/10/2029	1,441	90.10 450,495.00	15,970.00 434,525.00	0.86	Aa1 AA+
880591FE7	TVA 3.875 08/01/30	09/18/2025 09/19/2025	800,000.00	804,848.00 3,530.56	808,378.56	3.74	08/01/2030	1,766	100.32 802,584.00	(2,264.00) 804,848.00	1.53	Aa1 AA+

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
U.S. AGENCIES TOTAL			9,550,000.00	9,070,224.00 4,141.67	9,074,365.67	3.99		745	97.39 9,292,871.50	222,647.50 9,070,224.00	17.72	AA+
NEGOTIABLE CD'S												
59013KLQ7	MERRICK BANK 0.550 12/30/25	12/30/2020 12/30/2020	245,000.00	245,000.00 0.00	245,000.00	0.55	12/30/2025	91	99.15 242,924.85	(2,075.15) 245,000.00	0.46	NA NA
02007GXG3	ALLY BANK 3.450 08/04/26	08/04/2022 08/04/2022	245,000.00	245,000.00 0.00	245,000.00	3.45	08/04/2026	308	99.64 244,113.10	(886.90) 245,000.00	0.47	NA NA
38149MYB3	GOLDMAN BANK USA 1.000 08/11/26	08/11/2021 08/11/2021	245,000.00	245,000.00 0.00	245,000.00	1.00	08/11/2026	315	97.58 239,061.20	(5,938.80) 245,000.00	0.46	NA NA
90348JR93	UBS USA 0.950 08/11/26	08/11/2021 08/11/2021	245,000.00	245,000.00 0.00	245,000.00	0.95	08/11/2026	315	97.52 238,921.55	(6,078.45) 245,000.00	0.46	NA NA
254673N44	CAPITL ONE NA 3.500 07/29/27	08/03/2022 08/03/2022	245,000.00	245,000.00 0.00	245,000.00	3.50	07/29/2027	667	97.71 239,393.68	(5,606.32) 245,000.00	0.46	NA NA
87164XN93	SYNCHRONY BANK 3.500 08/05/27	08/05/2022 08/05/2022	245,000.00	245,000.00 0.00	245,000.00	3.50	08/05/2027	674	97.69 239,344.77	(5,655.23) 245,000.00	0.46	NA NA
02589ADQ2	AM EX BK 3.450 08/10/27	08/12/2022 08/12/2022	245,000.00	243,775.00 0.00	243,775.00	3.56	08/10/2027	679	99.62 244,078.80	303.80 243,775.00	0.47	NA NA
58404DVV0	MEDALLION BANK 3.800 08/30/29	08/21/2024 08/30/2024	245,000.00	245,000.00 0.00	245,000.00	3.80	08/30/2029	1,430	100.00 245,000.00	0.00 245,000.00	0.47	NA NA
NEGOTIABLE CD'S TOTAL			1,960,000.00	1,958,775.00 0.00	1,958,775.00	2.54		561	98.62 1,932,837.95	(25,937.05) 1,958,775.00	3.69	NA
CORPORATE BONDS												
14913UAR1	CTRP LLR FIN SERV 4.400 10/15/27 MTN	11/25/2024 11/26/2024	500,000.00	498,865.00 0.00	498,865.00	4.48	10/15/2027	745	101.07 505,350.00	6,485.00 498,865.00	0.96	A2 A
24422EWR6	JOHN DEERE CAP 4.750 01/20/28 MTN	11/25/2024 11/26/2024	500,000.00	504,235.00 0.00	504,235.00	4.46	01/20/2028	842	101.95 509,725.00	5,490.00 504,235.00	0.97	A1 A
931142FB4	WALMART 3.900 04/15/28 '28	11/25/2024 11/26/2024	325,000.00	320,619.00 0.00	320,619.00	4.33	04/15/2028	928	100.41 326,316.25	5,697.25 320,619.00	0.62	Aa2 AA
931142ES8	WALMART 1.500 09/22/28 '28	07/10/2025 07/11/2025	1,000,000.00	925,020.00 0.00	925,020.00	4.02	09/22/2028	1,088	93.71 937,050.00	12,030.00 925,020.00	1.79	Aa2 AA
58933YBD6	MERCK & CO 1.900 12/10/28 '28	11/25/2024 11/26/2024	500,000.00	452,905.00 0.00	452,905.00	4.47	12/10/2028	1,167	93.89 469,425.00	16,520.00 452,905.00	0.89	Aa3 A+
17275RBR2	CISCO SYSTEMS 4.850 02/26/29 '29	11/01/2024 11/04/2024	500,000.00	506,060.00 0.00	506,060.00	4.53	02/26/2029	1,245	102.62 513,120.00	7,060.00 506,060.00	0.98	A1 AA-
023135CG9	AMAZON.COM 3.450 04/13/29 '29	11/01/2024 11/04/2024	500,000.00	481,580.00 0.00	481,580.00	4.37	04/13/2029	1,291	98.56 492,775.00	11,195.00 481,580.00	0.94	A1 AA
30303M8S4	META PLATFORMS 4.300 08/15/29 '29	11/01/2024 11/04/2024	500,000.00	496,070.00 0.00	496,070.00	4.48	08/15/2029	1,415	101.31 506,530.00	10,460.00 496,070.00	0.97	Aa3 AA-
857449AE2	STATE STR BK TR 4.782 11/23/29	11/25/2024 11/26/2024	500,000.00	502,115.00 0.00	502,115.00	4.69	11/23/2029	1,515	102.60 513,020.00	10,905.00 502,115.00	0.98	Aa2 AA-
713448GB8	PEPSICO 4.600 02/07/30 '30	02/05/2025 02/07/2025	500,000.00	499,160.00 0.00	499,160.00	4.64	02/07/2030	1,591	102.20 511,000.00	11,840.00 499,160.00	0.97	A1 A+
717081EY5	PFIZER 1.700 05/28/30 '30	08/21/2025 08/22/2025	625,000.00	556,418.75 2,479.17	558,897.92	4.27	05/28/2030	1,701	89.76 560,993.75	4,575.00 556,418.75	1.07	A2 A

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
713448GH5	PEPSICO 4.300 07/23/30 '30	08/21/2025 08/22/2025	625,000.00	626,756.25 2,164.93	628,921.18	4.24	07/23/2030	1,757	100.64 628,981.25	2,225.00 626,756.25	1.20	A1 A+
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	09/22/2025 09/23/2025	800,000.00	803,696.00 1,291.11	804,987.11	4.05	09/15/2030	1,811	100.11 800,896.00	(2,800.00) 803,696.00	1.53	Aa3 A+
CORPORATE BONDS TOTAL			7,375,000.00	7,173,500.00 5,935.21	7,179,435.21	4.35		1,343	98.82 7,275,182.25	101,682.25 7,173,500.00	13.87	A+
CITY OF ALISO VIEJO TOTAL			53,153,658.03	51,554,456.95 10,919.27	51,565,376.22	3.98		666	52,450,188.73	895,731.78 51,554,456.95	100.00	AA
GRAND TOTAL			53,153,658.03	51,554,456.95 10,919.27	51,565,376.22	3.98		666	52,450,188.73	895,731.78 51,554,456.95	100.00	AA

Transaction Statement

CITY OF ALISO VIEJO									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	09/18/2025	09/19/2025	880591FE7	TVA 3.875 08/01/30	800,000.00	804,848.00	3,530.56	(808,378.56)	3.74
	09/22/2025	09/23/2025	58933YBQ7	MERCK & CO 4.150 09/15/30 '30	800,000.00	803,696.00	1,291.11	(804,987.11)	4.04
BUY TOTAL					1,600,000.00	1,608,544.00	4,821.67	(1,613,365.67)	3.89
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE		TOTAL	NET REALIZED GAIN/LOSS
MATURITY									
	09/16/2025	09/16/2025	912797QU4	UNITED STATES TREASURY 0.0 09/16/2025	(1,000,000.00)	986,034.03		1,000,000.00	13,965.97
	09/23/2025	09/23/2025	3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	(500,000.00)	497,505.00		500,000.00	2,495.00
MATURITY TOTAL					(1,500,000.00)	1,483,539.03		1,500,000.00	16,460.97



MALIA M. COHEN
California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	CITY OF ALISO VIEJO
Account Number	98-30-007

As of 10/15/2025, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 9/30/2025.

Earnings Ratio	0.00011893333163814
Interest Rate	4.34%
Dollar Day Total	\$ 849,260,776.84
Quarter End Principal Balance	\$ 9,821,061.67
Quarterly Interest Earned	\$ 101,005.41



PMIA/LAIF Performance Report as of 10/08/25



Quarterly Performance Quarter Ended 6/30/25

LAIF Apportionment Rate ⁽²⁾ :	4.40
LAIF Earnings Ratio ⁽²⁾ :	0.00012059828906715
LAIF Administrative Cost ^{(1)*} :	0.18
LAIF Fair Value Factor ⁽¹⁾ :	1.001198310
PMIA Daily ⁽¹⁾ :	4.26
PMIA Quarter to Date ⁽¹⁾ :	4.27
PMIA Average Life ⁽¹⁾ :	248

PMIA Average Monthly Effective Yields⁽¹⁾

September	4.212
August	4.251
July	4.258
June	4.269
May	4.272
April	4.281

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 8/31/25 \$165.3 billion

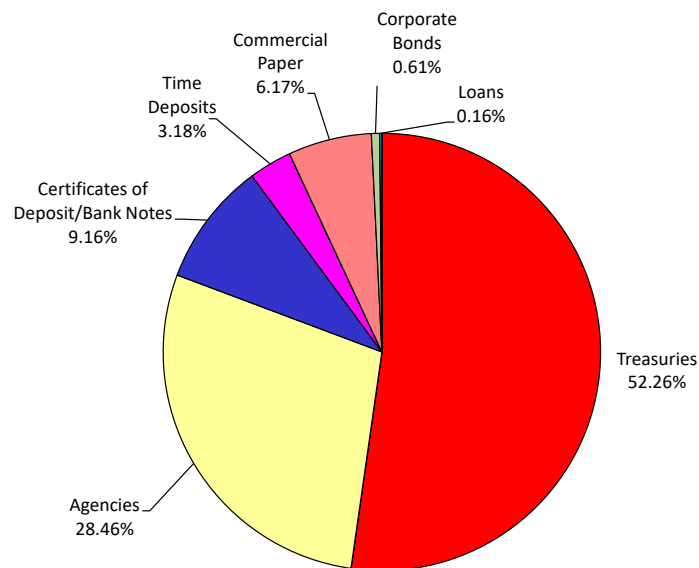


Chart does not include \$1,012,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) .

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

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

City of Aliso Viejo

AGENDA ITEM



DATE: November 5, 2025

TO: Mayor and City Council

FROM: Shaun Pelletier, Public Works Director / City Engineer

SUBJECT: SECOND AMENDMENT TO THE AGREEMENT WITH HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC. FOR HVAC MAINTENANCE SERVICES

Recommended Actions:

1. Approve a second amendment to the agreement with Harbor Pointe Air Conditioning & Control Systems, Inc. to perform HVAC maintenance services that extends the term one year and increases the total compensation under the agreement by \$34,000 for a total amount of \$134,000; and
2. Authorize the City Manager to execute the second amendment to the agreement.

Fiscal Impact:

The contractor fee for this work is estimated to be about \$26,000 in FY 2025-26 for regular maintenance. There may also be a need for extra work if equipment fails. Funds have been allocated in the FY 2025-26 budget.

Background:

The City currently owns and maintains five (5) City facilities requiring HVAC maintenance: Aliso Viejo Center, Aquatic Center, Iglesia Park Community Center, City Hall, and the Aliso Viejo Ranch.

Staff issued an RFP for HVAC Maintenance Services at City Facilities in 2022. Harbor Pointe was selected as the HVAC maintenance contractor for all facilities for an initial agreement amount of \$50,000.

A first amendment was executed to increase compensation \$50,000 due to some equipment replacements and upgrades.

Discussion:

Staff recommends Harbor Pointe to perform the HVAC Maintenance services because of their current experience in providing such services for the city, and their timely response

to all extra work order calls. In addition to routine preventative maintenance services, unforeseen HVAC improvements were required at City Hall and the Aliso Viejo Ranch. These improvements included installing new HVAC door switches at the barn to improve the temperature control of the room and completion of the tenant improvements at City Hall Suite 200. As a result, the original amount of \$50,000 was expended sooner than anticipated due to authorized extra work completed in the first 2 years of the agreement, requiring the first amendment. This second amendment will cover maintenance for FY 2025-26 with contingency funds remaining for any unforeseen extra work. Funds for this service are included in the FY 2025-26 budget. Any extra work will be authorized by staff prior to the work being performed.

Harbor Pointe will continue to provide the requested quarterly service at Aliso Viejo Center, Aquatic Center, City Hall, Iglesia Park Community Center, and the Aliso Viejo Ranch. Additional costs beyond preventive maintenance will be authorized by City staff prior to commencing the work. The City has the option to renew the Agreement for one (1) additional one-year term.

Attachment:

1. Second Amendment to Agreement with Harbor Pointe Air Conditioning & Control Systems, Inc.

CITY OF ALISO VIEJO
SECOND AMENDMENT FOR
HVAC MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Second Amendment to the **Professional Services Agreement for HVAC Maintenance 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 **Harbor Pointe Air Conditioning and Control Services, a Corporation**. (hereinafter referred to as the "Contractor"). City and Contractor are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled Professional Services Agreement for HVAC Maintenance Services dated July 1st, 2022 ("Agreement").

2.2 Second Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional one-year term and to increase the total compensation under the Agreement by **Thirty-Four Thousand Dollars (\$34,000.00)**.

3. TERMS.

3.1 Term.

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

3.2 Compensation.

The total compensation for the Services provided pursuant to the Agreement and this Second Amendment shall not exceed **One Hundred Thirty-Four Thousand Dollars (\$134,000.00)** without written approval of the City Manager. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Second Amendment at the rates set forth in Exhibit "B" attached hereto.

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

3.4 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.

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

3.6 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 SECOND AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT FOR HVAC MAINTENANCE SERVICES BETWEEN THE CITY OF
ALISO VIEJO AND HARBOR POINTE AIR CONDITIONING AND CONTROL
SYSTEMS, INC.**

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: _____

Kathy Bailor
Acting 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

**HARBOR POINTE AIR CONDITIONING
AND CONTROL SYSTEMS, INC.**

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

By: _____

Its: PRESIDENT

Printed Name: Greg Perez

By: _____

Its: CHIEF FINANCIAL OFFICER

Printed Name: SAMUEL D PEREZ

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:

Non-Applicable

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

Placentia, ORANGE, CALIFORNIA 10/14/2025
City/County/State Date
HARBOR PONTE AIR CONDITIONING & HEATING SAMMI D PEREZ
Name of Business Print Name
(Signature)
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.

HARBOR PONTON AIR CONDITIONING
Name of Business

SAMUEL D PEREZ
Print Name

[Signature]
Signature

10/14/2025
Date

EXHIBIT "A"
TO SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR HVAC MAINTENANCE SERVICES
SCOPE OF SERVICES

The scope of services is to remain unchanged from the original Professional Services Agreement
for HVAC Maintenance Services, dated July 1, 2022.

EXHIBIT "B"
TO SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR
HVAC MAINTENANCE SERVICES

COMPENSATION

See attached.

COMPENSATION SEPTEMBER 1, 2025 - AUGUST 31, 2026

FACILITIES: IGLESIA PARK COMMUNITY CENTER, AV CENTER AND AQUATIC CENTER

LABOR RATE

ON CALL LABOR RATE REGULAR	\$120.75 / HR
ON CALL LABOR RATE AFTER HOURS (OT)	\$181.13 / HR

PREVENTIVE MAINTENANCE PER QUARTER

IGLESIA PARK COMMUNITY CENTER	\$192.00
AV CENTER	\$878.48
AQUATIC CENTER	\$261.33

FACILITIES: CITY HALL

LABOR, RATE

ON CALL LABOR, MECHANICAL REGULAR	\$136.50 / HR
ON CALL LABOR, MECHANICAL AFTER HOURS (OT)	\$204.75 / HR
ON CALL LABOR CONTROLS	\$157.50 /HR
ON CALL LABOR CONTROLS AFTER HOURS (OT)	\$236.25 / HR

PREVENTIVE MAINTENANCE PER QUARTER

CITY HALL	\$1875.98
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FACILITIES: AV RANCH

ON CALL LABOR, JOURNEYMAN	\$136.50 / HR
ON CALL LABOR, APPRENTICE	\$120.75 / HR
ON CALL LABOR JOURNEYMAN	\$204.75 / HR
ON CALL LABOR APPRENTICE	\$181.13 / HR

PREVENTIVE MAINTENANCE PER QUARTER

AV RANCH	\$3084.99
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Handwritten signature and initials, possibly reading "HPM 70".

MATERIALS – COST PLUS 15%

TRUCK FEE - \$50.00 /DAY/VEHICLE (SURCHARGE MAY BE ADDED TO FUEL COST AS IT INCREASES BEYOND MAY 2022 PRICING).

RATES BASED ON DIR PREVAILING WAGES FOR SEPTEMBER 1, 2025 TO AUGUST 31, 2025 WHICH REFLECT A (5-7% INCREASE IN SEPTEMBER 2024 AND 2025) AS WELL AS INFLATION RATES OF 2023 AND 2024 IN CALIFORNIA OF 5% PER THE DIR CPI CALCULATOR.


HPAC 71

CITY OF ALISO VIEJO – HVAC MAINTENANCE SERVICES

SEPTEMBER 1, 2025 TO AUGUST 31, 2026

SCHEDULED MAINTENANCE SERVICES	QUARTERLY MAINTENANCE COST	EXTENDED TOTAL
INGELSA PARK COMMUNITY CENTER	192.00	768.00
AV CENTER	878.48	3513.92
AQUATIC CENTER	261.33	1045.32
CITY HALL	1875.98	7503.92
AV RANCH	3084.99	12339.96
TOTAL ANNUAL AMOUNT FOR SCHEDULED MAINTENANCE SERVICES		25171.12


HPAC 72

City of Aliso Viejo

AGENDA ITEM



DATE: November 5, 2025

TO: Mayor and City Council

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

SUBJECT: AWARD CONTRACT TO CT CONSTRUCTION SERVICES, INC. FOR CITY HALL FLOORING AND PAINT PROJECT

Recommended Actions:

1. Approve Contract Documents, Specifications, and Plans for City Hall Flooring and Paint Project;
2. Award a contract in the amount of \$153,679.58 to CT Construction Services, Inc. as the lowest responsible bidder for the City Hall Flooring and Paint Project;
3. Authorize the City Manager to execute a contract with CT Construction Services, Inc.;
4. Authorize City staff to make total compensation to CT Construction Services, Inc. up to \$153,679.58 plus \$15,367.96 (10% of the contract amount) to allow for contingencies, totaling \$169,047.54; 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).

Fiscal Impact:

Total fiscal impact will be approximately \$169,047.54 including construction (\$153,679.58) and contingency (\$15,357.96). The adopted fiscal year 2025-26 Capital Improvement Plan (CIP) budget includes \$275,000 for construction and contingency.

Background:

City Hall was purchased in 2007 and shortly thereafter was remodeled to its current configuration. The carpet has not been replaced since that time and has reached the end of its useful life. Since there will already be some disruption and furniture moving, paint will be updated to better reflect the City's current color palette.

Discussion:

The City solicited bids from 3 contractors to complete this work.

The City received and opened one bid at 5:00 P.M. on October 15, 2025. The total amount for the bid received is as follows:

<u>Contractor</u>	<u>Base Bid</u>
1. CT Construction Services, Inc.	\$155,120.58

City staff has reviewed the bid from CT Construction Services, Inc. and the bid appears to be responsive and complete.

Staff has elected to accept the alternate bid item to replace the stairwell carpet with luxury vinyl tiles, resulting in a cost decrease of \$1,441. The total project bid cost is therefore \$153,679.58.

This project is exempt from the CEQA process since it maintains existing facilities.

CT Construction has successfully completed projects for the City in the past, including the Suite 200 remodels and the concrete sound wall at the Farm.

The schedule for this project will be coordinated with the contractor to minimize public and staff disruption as much as possible.

Staff requests approval of the contract and authorization for payments to CT Construction Services, Inc. up to \$169,047.54 (10% above the contract amount) to cover for contingencies such as overages on quantities and additional work requested by the City.

Attachments:

1. Contract with CT Construction Services, Inc.

CITY OF ALISO VIEJO
SHORT-FORM CONSTRUCTION CONTRACT
CITY HALL FLOORING AND PAINT

1. PARTIES AND DATE.

This Contract is made and entered into this _____ day of _____, 20__ by and between the City of Aliso Viejo, a general law city organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, CA, 92656 (“City”) and **CT Construction Services, Inc., a corporation** with its principal place of business at **27836 Rural Lane, Laguna Niguel, CA 92677** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 City. City is a general law city organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing similar services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City.

2.3 Project. City desires to engage Contractor to render such services for the **City Hall Flooring and Paint** (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, insurance documents and other certifications as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto (the “Contract Documents”).

- Exhibit A – Plans and Specifications,
- Exhibit B – Labor Code Certification,
- Change orders executed by the City
- Current Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference.

3.3 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City ("Change Order").

3.4 Change Orders. Changes to the Contract Time or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the City. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. Failure to request a Change Order within seven (7) calendar days of the condition giving rise to the potential change shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the City for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within **20 Working Days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500)** per day for each and every working day of delay beyond the Contract Time, as such Contract Time may be adjusted pursuant to this Contract.

3.5.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.5.3 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 occurring at the project site; (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 work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. 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 the City in its capacity as a municipal authority.

3.6 Compensation and Payment.

3.6.1 Contract Price. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price **One Hundred Fifty Three Thousand Six Hundred Seventy Nine Dollars and Fifty Eight Cents (\$153,679.58)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

The City Manager may approve additional work not to exceed 10% of the original Contract amount **(\$15,367.96).**

3.6.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

3.6.3 Contract Retention. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.6.3.1 Substitutions for Contract Retention. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term “satisfactory completion of the contract” shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.6.4 Payment Withholding. In addition to Contract retention, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor’s obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City’s right to such sums.

3.6.5 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.6.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor 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 under this Contract 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, and workers' compensation insurance.

3.8 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and 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 Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work 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 Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work 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 who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

3.9 City's Representative. The City hereby designates the **City Engineer**, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.10 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, the Contractor's Representative shall have full authority to represent and act on behalf of

the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.11 Completion of Work. When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.12 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.13 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advance written notice.

3.14 Indemnification. To the fullest extent allowed by law, Contractor shall defend (with counsel of the City's choosing), indemnify and hold City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, directors, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the

indemnity herein provided. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.15 Insurance.

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract 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.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.15.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

3.15.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.15.3.1 General Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment

furnished in connection with such work; (2) the insurer shall waive any and all rights of subrogation it may have or acquire against the City, its directors, officials, officers, employees, agents and volunteers; and (3) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

3.15.3.2 Automobile Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; (2) the insurer shall waive any and all rights of subrogation it may have or acquire against the City, its directors, officials, officers, employees, agents and volunteers; and (3) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

3.15.3.3 Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City (ten (10) days for nonpayment of premium); and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.15.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.15.5 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence.

3.15.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.

3.15.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to 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, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.9 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.16 Bond Requirements.

3.16.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. No payment will be made to Contractor until the bond has been received and approved by the City.

3.16.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within ten (10) days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, the Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Total Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.16.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.17 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, 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 as applicable shall include, but shall not be limited to, adequate life protection and life-saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.18 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and

Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.19 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 Contract or the Work, 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 Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, the 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 Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.20 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee.

3.21 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.22 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.23 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.24 Labor.

3.24.1 Hours of Work. The Contractor shall perform all work during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise specified in the Contract Documents or authorized by the City in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from the City. The request must be received at least two (2) working days in advance of any work. No work will be allowed on City holidays except in the case of an emergency. A listing of City holidays is on file at City Hall. If Contractor requests overtime work in which the City will incur costs, Contractor shall be responsible for payment of the City's costs incurred in connection with the overtime work. The City will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, the City may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

3.24.2 Prevailing Wages. 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. Since the Work is 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. Pursuant to the provisions of Section 1770 of the California Labor Code, the City has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City, as determined by the Director of the Department of Industrial Relations, a copy of which is on file at City Hall, and shall be made available for viewing to any interested party upon request. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. The Contractor and each subcontractor shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. Contractor shall defend, indemnify and hold the City, its 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.

3.24.3 Payroll Records.

3.24.3.1 Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to the City, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

3.24.3.2 In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (“DIR”) on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.24.4 Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.24.5 Employment of Apprentices. Contractor’s attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3.24.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor’s sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that

affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

3.24.7 General. 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.

3.24.8 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "B" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.24.9 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

3.25 Termination. This Contract may be terminated by City at any time by giving Contractor five (5) calendar days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City shall provide Contractor with a written notice of default. In the event that Contractor fails to cure the alleged default within five (5) calendar days (or in the case of a default that may not be cured in five (5) calendar days, commences the cure within said time period and diligently pursues the cure until completion), City may terminate the Contract immediately without further notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.26 Claims and Disputes.

3.26.1 If any dispute shall arise between the City and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to

the City within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

3.26.2 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.26.3 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.26.4 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.26.5 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.26.5.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.26.5.2 List of documents relating to claim:

- (1) Specifications
- (2) Drawings
- (3) Clarifications (Requests for Information)

(4) Schedules

(5) Other

3.26.5.3 Chronology of events and correspondence

3.26.5.4 Analysis of claim merit

3.26.5.5 Analysis of claim cost, including calculations and supporting documents

3.26.5.6 Time impact analysis in CPM format

3.26.6 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

3.26.6.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.26.6.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 days (if the Claim is less than \$50,000, within 15 days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.26.7 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 days of receipt of City's response or the City's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.26.8 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after City issues its written statement. Any disputed

portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

3.26.8.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.26.8.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.26.8.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.26.8.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

3.26.9 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.26.10 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

3.26.10.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both Parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.26.10.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part

4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.26.10.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.26.11 Government Code Claim Procedures.

3.26.11.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.26.11.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

3.26.11.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

3.26.11.4 A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

3.26.12 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

3.26.13 Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

3.27 Water Quality Management and Compliance.

3.27.1.1 Stormwater Management. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Contractor, hereby

acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.27.1.2 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board (“Permit”). Contractor shall comply with the lawful requirements of any applicable municipality, drainage district, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.28 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to “portable equipment”, which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.29 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters.

3.30 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any work or altering the condition.

3.31 Miscellaneous

3.31.1 Certification of License. Contractor’s attention is directed to Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. At the time

Contractor enters into this Contract and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the classification required by the City. All subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.31.2 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.31.3 Notices. All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

CITY:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: City Engineer
Email: public-works@avcity.org

CONTRACTOR

CT Construction Services, Inc.
27836 Rural Lane
Laguna Niguel, CA 92677
Attn: Craig Tokarski
Email: Craig@ctconstructionservices.com

Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by email, upon delivery; if sent by overnight delivery, upon delivery as shown by delivery service records; if by United States Postal Service, three days after deposit in the mail.

3.31.4 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.31.5 Clayton Act and Cartwright Act. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.31.6 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.31.7 Time is of Essence. Time is of the essence in the performance of this Contract.

3.31.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.31.10 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.31.11 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.31.12 Solicitation. 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 Contract. 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 Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.31.13 Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.31.14 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 work described in this Contract.

3.31.15 Fraud Policy. Contractor shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform work under this Contract. Contractor shall submit to the City's Representative a statement signed by Contractor and by each of its employees who are assigned to perform work under this Contract certifying receipt of and that they have read the City's Fraud Prevention Policy. A finding by the City that Contractor or

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 Contract at City's request and/or termination of this Contract. Contractor shall reimburse the City for any costs and expenses associated with fraud against the City.

3.31.16Authority to Enter Contract. Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ALISO VIEJO
AND CT CONSTRUCTION SERVICES, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF ALISO VIEJO

Approved:

By: _____
Mitzi Ortiz
City Manager

ATTEST:

By: _____
Kathy Bailor
Interim 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

CT CONSTRUCTION SERVICES, INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

Contractor's License Number and
Classification

DIR Registration Number

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 Contract:

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.

**EXHIBIT “A”
PLANS AND SPECIFICATIONS**

Attached.

SCOPE OF WORK FOR CITY HALL FLOORING & PAINT

1. GENERAL

The Contractor shall furnish all labor, materials, and equipment to prepare, paint and complete any other related project items.

Bids are due to the City by 5:00 pm, October 15, 2025. Job walk is not required but may be arranged.

2. QUALIFICATIONS

The Contractor (or sub-contractors) shall have the capability to provide services as required to complete the scope of work and hold a valid license as appropriate.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at the office of the Engineer or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

3. SCHEDULE OF COMPLETION

All work shall be coordinated with the Engineer. A phasing schedule shall be prepared by the Contractor and approved by the Engineer. Certain phasing and construction hours flexibility is negotiable to ensure timely completion and minimal disturbance. Five areas are identified for possible phasing options: Front Counter, Front Offices, Back Offices, Council Chambers, Lobby/Stairwells/Upstairs Corridor.

4. SCOPE OF WORK

A. Preconstruction

- a. Building Permits are not required for this work.
- b. Site must always remain secure.

B. Demolition and Preparation

- a. The Contractor shall verify all quantities.

- b. The contractor shall utilize the City's franchise waste hauler CR&R, as necessary, for construction and demolition debris unless a self-hauling plan is approved by the Engineer.
- c. Existing furniture shall be removed/stored as required and be protected during all construction operations unless otherwise noted.
- d. Existing partition walls shall be disassembled as required to be moved to complete installations without damaging walls or associated hardware.
- e. All existing flooring in designated work areas shall be removed and disposed of.
- f. Flooring shall be prepped in accordance with manufacturer's recommendations prior to installation.
- g. Moisture barrier shall be installed if determined necessary and directed by the Engineer.
- h. Patch interior drywall as required to satisfaction of the Engineer. Prime wall as necessary prior to paint.
- i. Interior surface preparation shall generally include cleaning of all walls and surfaces of loose, peeling/scaly paint, dirt, dust, rust, chalk and other foreign matter as required to provide a clean sound surface for the new coatings and paint. All debris shall be captured and properly disposed of without any entry into the storm drain system.
- j. Hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted shall be removed. If removal is not practical, surface protection shall be applied.
- k. Adjoining surfaces not to be painted shall be protected with suitable cover cloths or other approved materials. Small items and edges shall be masked.
- l. Paint and stain manufacturer's specifications for surface preparation shall be followed.
- m. Surfaces that cannot be prepared as specified shall be reported to the Engineer. Proceeding with paint or stain application will be interpreted to mean that substrate conditions were acceptable.
- n. The Contractor shall provide 4-foot by 8-foot mock-up of each color specified prior to the final installation.
- o. All required labor, materials, equipment, etc. for surface preparation, removal and disposal shall be considered incidental to the project bid items.

C. Installation

- a. Paint all interior surfaces as designated by the Engineer, excluding doors.
- b. Colors shall be as designated by the Engineer.
- c. Flooring shall be installed per manufacturer's specifications at areas designated by the Engineer.
- d. Rubber baseboards as approved by the Engineer shall be installed at all new flooring locations.
- e. All items removed for floor installation and/or painting shall be reinstalled to the satisfaction of the Engineer.
- f. All required labor, materials, equipment, etc. for installations shall be considered incidental to the project bid items.

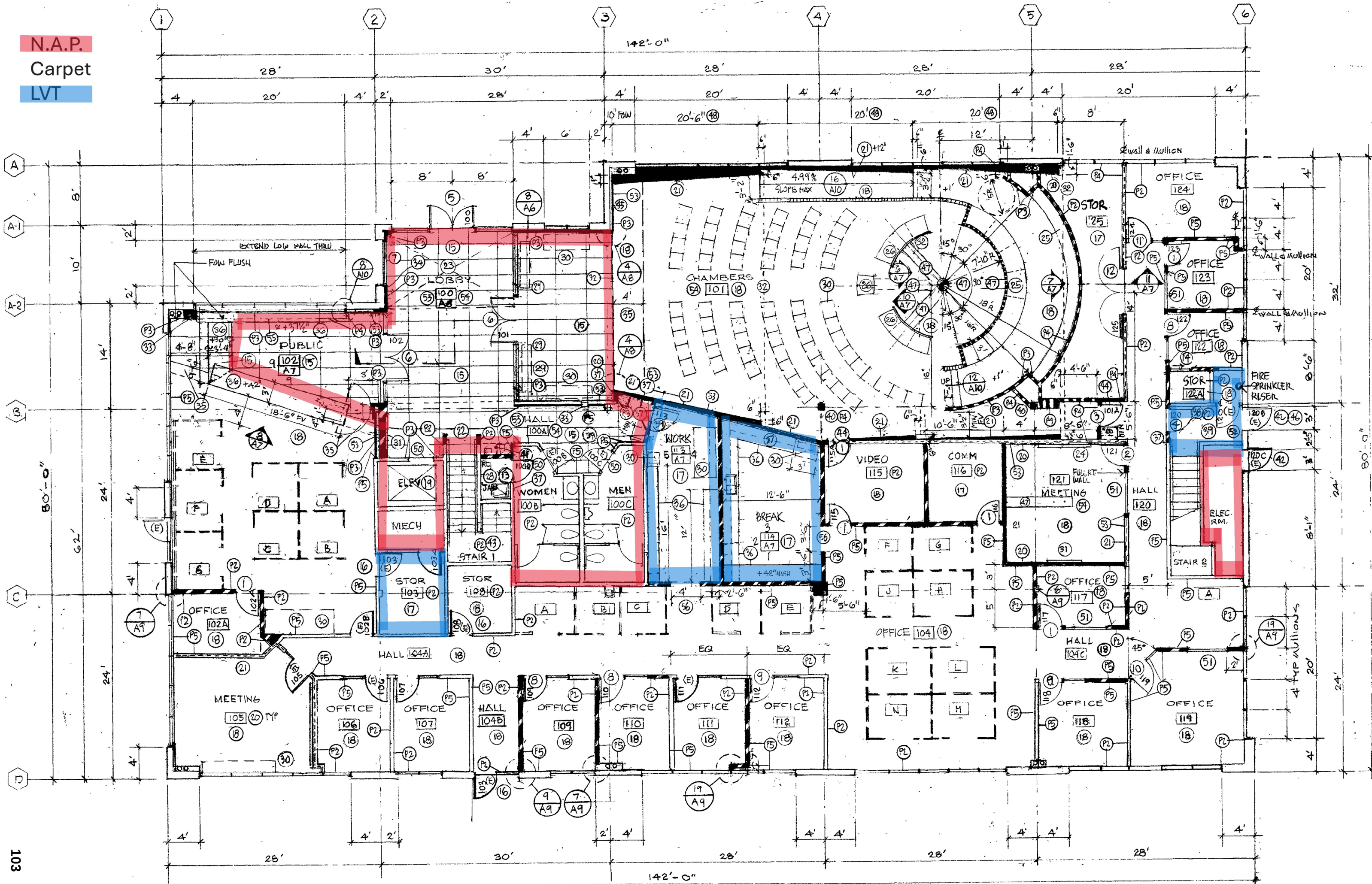
D. Warranty

- a. The contractor shall provide a minimum five-year limited warranty for workmanship and lifetime limited manufacturer's warranty on flooring materials.

5. MATERIALS

- A. The interior paint pattern at City Hall shall be as directed by the Engineer with the following modified colors. City reserves the right to modify the colors prior to installation and shall be confirmed by the Contractor.
 - a. Main Walls – Sherwin Williams ‘Drift of Mist’ (SW 9166) or approved equal.
 - b. Accent Walls – Sherwin Williams ‘Cloverdale’ (HGSW 3333) or approved equal.
- B. The interior paint finish shall be Egg Shell, or as approved by the Engineer, except in the Breakroom where Semi-Gloss shall be required.
- C. Main flooring shall be Milliken Modular Carpet or approved equal, color TBD.
- D. Stairwell flooring shall be Milliken Broadloom or approved equal, color TBD.
- E. Alternate bid stairwell flooring shall be Milliken LVT or approved equal, color TBD.
- F. Breakroom, copy room and storage room designated by the Engineer shall be Milliken LVT or approved equal, color TBD.
- G. Flooring moisture sealant shall be Milliken Barrier Coating or approved equal.
- H. Flooring adhesive shall be Milliken Non-Reactive Standard Adhesive or approved equal.

LVT



- Front Counter
- Front Offices
- Council Chamber
- Back Offices

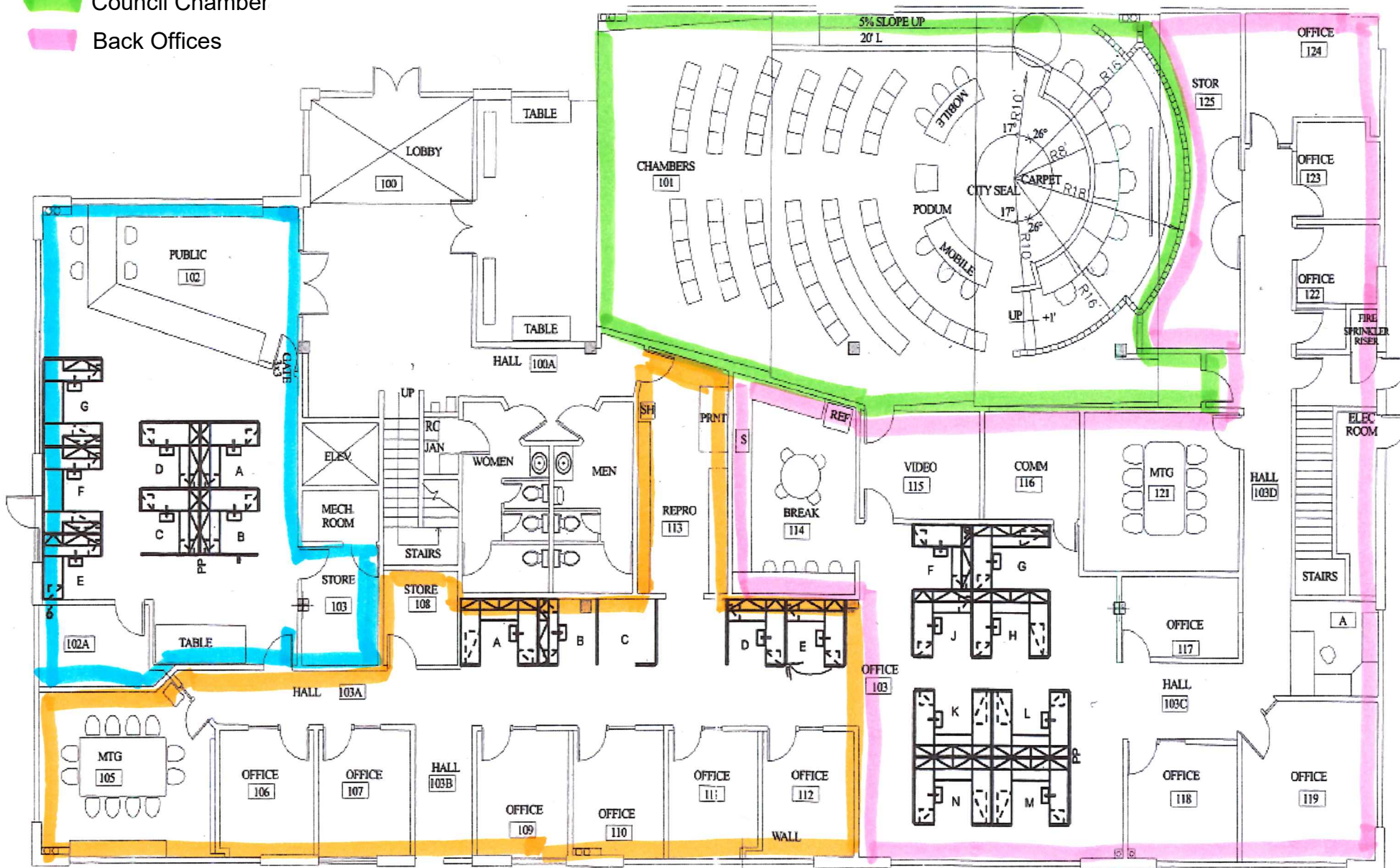


EXHIBIT "B"
LABOR CERTIFICATION

LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

CONTRACTOR

By: _____

Name: _____

Title: _____

Dated: _____

City of Aliso Viejo

AGENDA ITEM



DATE: November 5, 2025

TO: Mayor and City Council

FROM: Mitzi Ortiz, City Manager

SUBJECT: CITY COUNCIL GOAL AND PRIORITY STATUS UPDATE

Recommended Action:

Receive and file the City Council Goal and Priority Status Update.

Fiscal Impact:

There is no fiscal impact for this status update.

Background:

A strategic plan is a vital tool for cities to ensure that the City Council's goals and priorities are effectively communicated to employees and the community. Staff retained the services of Baker Tilly Advisor Group, LP, to assist the City with developing a short-term strategic plan for the City. In May 2024, the City Council adopted the following goals:

- 1) Financial Stability – Continue to ensure the City's financial stability through careful planning and evaluation of revenue and investment opportunities.
- 2) Infrastructure Investment – Maintain, replace, and fund the City's capital assets through infrastructure investment.
- 3) Aliso Viejo Ranch – Develop a plan to establish the Ranch as a prized community asset.

Once the goals were established, Council reviewed approximately 20 different strategies that would assist in achieving those goals. Council subsequently established the following priorities:

- 1) Identify and pursue alternative funding opportunities to support key City projects, the Capital Improvement Program, and goals.
- 2) Monitor and routinely review contracts and agreements to ensure the appropriate delivery of services, alignment with procurement policies and procedures, and to identify potential cost savings.
- 3) Prepare a master schedule to plan and budget future maintenance needs based on the recently completed asset evaluation.

- 4) Review expenditures and seek opportunities for cost savings at the Aliso Viejo Ranch.
- 5) Identify services and programs at the Ranch that will increase community participation.
- 6) Create a projection to increase cost recovery for the Ranch.

Discussion:

All departments are committed to accomplishing the goals and priorities set by City Council. The goals and priorities approved by Council also included an Implementation Action Plan (attachment 1) which outlines steps and/or tasks for Staff to accomplish within the next couple of years. A Status Update (attachment 2) is being presented to City Council, which provides a summary of activities Staff has completed since the beginning of the fiscal year.

In addition to the projects listed in the Status Update, the following action items are anticipated to begin in the near future:

- Review asset evaluation report, identify priorities, and develop a Five-Year Capital Improvement Plan to be included in the next budget adoption
- Evaluate Aliso Viejo Ranch fees to increase cost recovery
- Award contract and begin work on the Master Fee Schedule Update for building and planning fees, as well as to explore development impact fees
- Complete and submit a grant application to the Department of Homeland Security for funding to address cybersecurity risks for up to \$200,000.
- Complete and submit the California Department of Housing and Community Development's (HCD) Regional Early Action Planning (REAP 2.0) Grant in the amount of \$150,000 to fund consulting services related to code amendments and the implementation of the City's Housing Element programs.

Attachments:

1. Implementation Action Plan
2. Status Update
3. Presentation

City of Aliso Viejo Implementation Action Plan

March 2025

Making the Most of the Implementation Action Plan

Baker Tilly has developed this draft Implementation Action Plan to assist the City of Aliso Viejo with the phasing and scheduling of six recommendations in the project report. That report sets forth the analysis leading to each recommendation. The work involved in implementing the recommendations will need to be integrated into the other work of the departments and divisions tasked with their completion, along with appropriate assignments of responsibility and with identification of specific planned completion dates. The draft Action Plan begins that process with guidance about a recommended priority assignment. Priority 1 recommendations are those that the City Council identified as the most important to accomplish without delay. Priority 2 recommendations received less than a majority of the votes and have less importance in the near term or have an added element of complication to complete or require a significant amount of resources (perhaps internal and external) to assist with completion. Priority 3 recommendations received no votes and are the least urgent to complete, either because they require action by a third party over which the City of Aliso Viejo has no direct control, or due to complexity, or their relative importance to city-wide goals.

We suggest that you use this document to prepare a final Action Plan for Aliso Viejo. In doing so, the management team will need to identify specific target dates for completing implementation activities associated with each recommendation. Additionally, you may want to modify the described activities for implementing an individual recommendation based on internal knowledge of what will be required for completion or adjust the assignment of responsibility based on pending or future workload or other considerations. Where a draft task calls for an event to occur “regularly” or with a preset frequency (e.g., quarterly, monthly), you’ll want to ensure that your implementing procedure or policy is written to accomplish that objective. The prudent implementation of most recommendations will require “circling back” after the work of implementation has begun to fine-tune the work or the milestones based on experience. This step is not explicitly called out for each recommendation; however, assessing the progress of implementation (via “circling back”) should be a part of your normal management system. We would be happy to set up a consultation with you to support the conversion of this draft into the final Action Plan you can use to manage implementation.

To turn this draft into the Action Plan that is used to manage implementation, replace the column titled “Priority” with actual completion dates. Target dates can be specific (e.g., September 1) or by month or quarter (e.g., 3Q 2025), as appropriate to the individual action.

All of the work to implement the strategies is in addition to the normal work of involved City staff. Baker Tilly has staff associates who are experienced in implementing many of the actions identified in this draft Action Plan. We welcome the opportunity to assist you in doing so, and in any case, we remain available to consult with you in whatever way we can be helpful. Please do not hesitate to contact Carol Jacobs at 949-809-5588 if we can be of assistance. Carol can be reached by email at carol.jacobs@bakertilly.com.

The discipline of project planning is basic to the successful execution of the work ahead. We hope that you find the draft Implementation Action Plan useful in that regard.

Rec No.	Recommendation	Implementation Steps	Priority ¹	Person Responsible ²	Comments
	Goal A: Financial Stability				
1	Identify and pursue alternative funding opportunities to support key City projects, Capital Improvement Program projects and goals.	• Research potential funding sources such as federal, state, county and public and private partnerships • Evaluate eligibility based on the criteria for each grant to ensure the projects meet the grant requirements • Prepare grant application and ensure all the required documentation and information are included • Engage stakeholders to include affected departments and legislative partners • Monitor and review the progress of funding applications and adjust based on feedback • Implement grant and ensure proper accounting of grant funds and reporting timelines • Implement a centralized grant management system. • Update Investment Policy	1	IT is responsible for implementing grant management system All Departments will actively pursue grant opportunities and document accordingly Finance will update the Investment Policy	

¹Priority 1: Important to accomplish without delay and/or easy to accomplish.
²Priority 2: Second tier of importance to accomplish and/or may involve some complexity or time to complete.
³Priority 3: Least urgent to complete and/or may take longer to set up or to execute.
²To establish clear accountability, there should be a single manager assigned responsibility for completing implementation of each recommendation. Where more than one manager is identified in this column, responsibility should be clarified when the Final Action Plan is prepared.

Rec No.	Recommendation	Implementation Steps	Priority ¹	Person Responsible ²	Comments
2	Monitor and routinely review contracts and agreements to ensure the appropriate delivery of services, alignment with procurement policies and procedures, and to identify potential cost savings.	• Departments to review contract terms and conditions before expiration and subject to renewal • Conduct spot checks to ensure policy compliance and quality control • Engage stakeholders who manage contracts to gather input for the review of contracts • Communicate issues regarding compliance with agreements • Identify potential cost savings and contract performance • Monitor and document progress of contract compliance • Monitor contract expiration dates through Laserfiche • Review and update Purchasing Policy as necessary	1	Finance	
	Goal B: Infrastructure Investment				
3	Prepare a master schedule to plan and budget future maintenance and replacement needs based on the recently completed asset evaluation.	• Review asset evaluation report and identify priorities • Develop a maintenance and replacement plan • Estimate costs with inflationary factors for future years • Create an annual budget based on resources and grant availability • Complete annual projects based on the budget	2	Public Works	
	Goal C: Aliso Viejo Ranch				
4	Review expenditures and seek opportunities for cost savings.	• Conduct a review of expenditures for opportunities for cost savings • Analyze spending patterns and areas of high costs • Evaluate contracts and agreements for renegotiation or termination of non-essential services • Implement cost control measures • Identify alternative funding sources • Monitor progress	2	Recreation & Community Services	

Rec No.	Recommendation	Implementation Steps	Priority ¹	Person Responsible ²	Comments
5	Identify services/programs that will increase community participation.	• Conduct a community survey to identify their interests • Analyze survey results • Engage stakeholders to gain support for new programs and initiatives • Identify community partners • Develop program proposals and pilot programs to evaluate community interest • Promote programs	2	Recreation & Community Services	
6	Create a financial projection to increase cost recovery.	• Gather financial data on the Ranch's revenue and expenditures • Analyze current revenue and expenditures • Develop financial projections	2	Finance	
	STRATEGIES WITH LESS THAN 3 VOTES TBD				
	Fiscal Stability				
	Review and update the City's Master Fee Schedule to ensure fees align with the cost of services provided.	• Conduct a cost analysis • Benchmark against other cities • Engage all departments to ensure all costs and fees are captured • Draft proposed changes for Council review and approval • Implement changes as authorized by the Council		Community Development	
	Evaluate and calculate the cost of creating a storm water utility fee.	• Review current method of funding storm water improvements • Develop long-term plan for funding maintenance and improvements of the storm water system		Public Works	

Rec No.	Recommendation	Implementation Steps	Priority ¹	Person Responsible ²	Comments
	Establish a development impact fee and evaluate opportunities for the use of the fees collected.	• Conduct a needs assessment • Develop a fee structure • Legal review to ensure compliance • Draft proposed changes for Council review and approval • Implement fee collection • Allocate and use fees in accordance with the needs assessment • Monitor and review fees collected to ensure compliance with the law		Public Works	
	Infrastructure Investment				
	Complete an inventory of City equipment and create a schedule/plan for the replacement and/or disposal/sale of items not in use.	• Conduct an initial inventory of all city equipment under the city's capital asset threshold. • Evaluate condition and estimated useful life of equipment • Identify replacement needs and timing • Develop a replacement schedule • Consider internal service fund for replacement of assets • Plan for disposal, sale and replacement on an annual basis • Keep asset list up to date		Public Works	

Rec No.	Recommendation	Implementation Steps	Priority ¹	Person Responsible ²	Comments
	Proactively identify and pursue grant/alternative funding opportunities that align with capital projects to maintain the City's infrastructure (roads, sidewalks, curbs, streetlights, traffic signals).	• Research potential funding sources such as federal, state, county and public and private partnerships • Evaluate eligibility based on the criteria for each grant to ensure the projects meet the grant requirements • Develop a comprehensive funding strategy that aligns with the City's goals and priorities. Include a timeline, key milestones and responsible parties • Prepare grant application and ensure all the required documentation and information are included • Engage stakeholders to include affected departments and legislative partners • Monitor and review the progress of funding applications and adjust based on feedback • Implement grant and ensure proper accounting of grant funds and reporting timelines		Public Works	
	Prioritize infrastructure maintenance through the Capital Improvement Program (CIP) budget and forecasting process.	• Conduct a needs assessment • Develop a prioritization framework • Prepare a draft CIP with funding sources • Review and adjust as needed		Public Works Finance	
	Upgrade traffic signal equipment to meet technological advances.	• Conduct a needs assessment • Research technological advances • Develop an upgrade plan • Secure funding • Implement upgrades		Public Works	

Rec No.	Recommendation	Implementation Steps	Priority ¹	Person Responsible ²	Comments
	Align storm water and water quality projects to meet regulatory changes.	• Review regulatory requirements • Develop a gap analysis to determine if there are any gaps in meeting regulations • Develop a compliance plan if necessary • Secure funding • Implement changes		Public Works	
	Aliso Viejo Ranch				
	Increase the digital presence of the facility through a variety of platforms.	• Assess current digital presence including website, social media and other platforms • Identify target audience • Develop a content strategy • Utilize social media platforms • Optimize website • Leverage email marketing • Monitor and analyze performance		Recreation & Community Services Government Services	
	Evaluate existing events to determine their effectiveness in attracting attendance and generating revenue.	• Gather data on attendance and revenue and expenses for each event • Analyze attendance trends for high and low attendance events • Conduct surveys to gather feedback on experience • Engage organizers, community members and sponsors to build support • Identify areas for improvement • Develop an action plan • Monitor and adjust		Recreation & Community Services	

Rec No.	Recommendation	Implementation Steps	Priority ¹	Person Responsible ²	Comments
	Seek areas of improvement or opportunities to make events/rentals more cost neutral.	• Conduct cost analysis • Review pricing strategies • Optimize resource allocation • Negotiate vendor contracts • Monitor and review		Recreation & Community Services	
	Review ongoing maintenance operations to ensure high quality at reasonable costs.	• Assess condition and maintenance of all buildings and equipment at the Ranch • Develop a maintenance schedule for all buildings and equipment • Implement a preventive maintenance program • Evaluate the cost effectiveness of providing services in-house or contracting out services • Monitor and adjust		Public Works	

**Council Goals and Priorities
Status Update
As of October 30, 2025**

Goal 1: Financial Stability		Activities Completed
Priority 1	Identify and pursue alternative funding opportunities to support key City projects, Capital Improvement Program projects and goals.	1) Created grant database that tracks the grants Staff has reviewed for potential funding opportunities, matching requirements, eligibility of projects, etc. 2) Engaged the services of California Consulting, a grant writing firm to identify potential grant opportunities - Pre-grant writing assistance is provided at no cost - Held 2 meetings with all department heads - Meetings will occur on a quarterly basis - 10 grants were reviewed; however, Staff did not identify any eligible projects for application at that time 3) Public Works submitted the Surface Transportation Block Grant and Congestion Mitigation and Air Quality Improvement Grant (STBG/CMAQ). Applications for following projects are currently pending review by the granting agency. - City of Aliso Viejo Street Rehabilitation Project in the amount of \$4,436,000 - Arterial Slurry Seal and Bike Lane Improvement Project in the amount of \$2,438,000 4) Community Development submitted the application for the Permanent Local Housing Allocation Program in the amount of \$78,309. The City is currently waiting for grant documents from the State. 5) Staff also reviewed four different grants from FEMA, Department of Transportation, Kaboom! (non-profit), and the Office of Grants and Local Services; however, eligible projects were not identified. 6) Issued RFP for consulting services to conduct master fee schedule update for building and planning fees and to explore development impact fees.
Goal 1: Financial Stability		Activities Completed
Priority 2	Monitor and routinely review contracts and agreements to ensure the appropriate delivery of services, alignment with procurement policies and procedures, and to identify potential cost savings.	1) Finance staff has began the review of the City's current Purchasing Policy. The review will incorporate current best management practices and benchmarking of purchase authorization thresholds. An updated policy is anticipated to be presented to Council in Spring 2026. 2) All agreements are reviewed prior to execution of contract and/or amendments.

**Council Goals and Priorities
Status Update
As of October 30, 2025**

Goal 1: Financial Stability		Activities Completed
Priority 2 (Cont.)	Monitor and routinely review contracts and agreements to ensure the appropriate delivery of services, alignment with procurement policies and procedures, and to identify potential cost savings.	3) The following review of services/contracts resulted in the following savings: - Budget Book Software - \$17,000 annually was saved by cancelling the existing software and implementation of new software. Implementation was completed by in-house staff which avoided additional fees for consulting services. - Affordable Housing Consulting Services - \$15,000 was saved by reducing the scope of services to exclude routine and general housing inquiries, which is now being handled by existing City staff. - AT&T Phone Lines - IT Staff reviewed the City's AT&T POT/CALNET services and eliminated lines that were no longer needed, providing savings of approximately \$50,000 annually. - IT reviewed the licensing agreement with DocuSign and was able to receive a better pricing tier, saving approximately \$5,300 annually. - Through competitive vendor negotiations, the IT department was able to secure a video surveillance solution that met all the City's project requirements, including expanded facilities camera coverage, for \$34,000 less than the initial proposal. - By negotiating favorable hardware and hardware support terms, the IT department was able to successfully deliver all desktop computers, accessories, including five years of hardware coverage, while reducing costs by \$22,000 less than the initial vendor quote.
Goal 2: Infrastructure Investment		Activities Completed
Priority 3	Prepare a master schedule to plan and budget future maintenance and replacement needs based on the recently completed asset evaluation.	1) Public Works completed an evaluation of the City's vehicle fleet. Two vehicles have been identified as being underused. Staff will be evaluating the best method for disposal (i.e. sale, auction, etc.). 2) Information Systems has created a detailed plan for replacement of computer equipment, servers, cameras, etc. The plan will be reviewed annually for adjustments. Funding will be incorporated annually during the budget development.

**Council Goals and Priorities
Status Update
As of October 30, 2025**

Goal 3: Aliso Viejo Ranch		Activities Completed
Priority 4	Review expenditures and seek opportunities for cost savings.	1) Reviewed advertising costs of recreation brochures. Modifications of the brochures included page count, print quantities, and paper type. Staff projects savings of \$24,000 annually. 2) The full-time position of Recreation Specialist has remained vacant since June 2024. Estimated annual savings is approximately \$98,000. 3) Staff facilitated a partnership with AVCA to provide the City access to parks for the programming of classes and camps at no cost to the City, resulting in approximately \$15,000 in savings by eliminating the need for CUSD facility permit expenses. 4) Staff implemented the Special Event Sponsorship Program in an effort to offset costs associated with City events, such as the tree lighting, movie night, etc. The City has received approximately \$11,100 in sponsorships and in-kind services for City events.
Priority 5	Identify services/programs that will increase community participation.	1) A Community Input Survey was conducted from July 1–17 to gather feedback on the department's programs and events. The purpose of the survey was to gain a better understanding of community interests, satisfaction levels, and priorities to help inform future program planning and event development. Based on the results, staff analyzed the feedback and retained new Contract Instructors to offer programs that align with residents' interests and needs, thereby enhancing the variety and relevance of recreational offerings within the community. Changes were made to the City's winter programs and Staff will continually evaluate participation numbers and adjust accordingly. 2) Staff increased marketing efforts, such as targeted email communications using data from the registration software, and additional social media communications.
Priority 6	Create a financial projection to increase cost recovery.	1) Staff renegotiated certain instructor contracts to increase the City's share of revenue by 5%. The revenue share to the City now ranges between 35% for classes held at privately-owned facilities and 45% for summer camps.



City Council Goals and Priorities Status Update

November 5, 2025

Strategic Plan Overview

Aliso Viejo adopted its Strategic Plan in May 2024

Primary Goals:

1. Financial Stability - Continue to ensure the City's financial stability through careful planning and evaluation of revenue and investment opportunities.
2. Infrastructure Investment - Maintain, replace, and fund the City's capital assets through infrastructure investment.
3. Aliso Viejo Ranch - Develop a plan to establish the Ranch as a prized community asset.

Priority 1 - Pursue Alternative Funding Opportunities

- Created a grant database to track grants, matching requirements and project eligibility effectively.
- Engaged grant writing consultants and held meetings with department heads to coordinate funding efforts.
- Grant applications totaling ~\$7 million submitted by Public Works and Community Development.
- Issued RFP to update master fee schedule and explore development impact fees for city projects.

Priority 2 - Review Contracts for Service Delivery and Cost Savings

Purchasing Practices

- Finance staff revising City's Purchasing Policy with best practices and benchmarking thresholds.
- Staff reviews all agreements and contracts for service delivery and cost-saving opportunities prior to execution.

Cost Savings to Date

Total annual savings ~\$140k

- Budget Book Software
- Affordable Housing Consultant
- AT&T Phone Services
- DocuSign License Agreement
- Surveillance Camera Project
- Computer Replacement Project

Priority 3 - Develop Master Maintenance Schedule

- Public Works evaluated vehicle fleet and identified two underused vehicles for potential disposal through sale or auction.
- IT developed a detailed plan for replacing computers, servers, and cameras to maintain performance.
- The maintenance plans to be reviewed yearly and integrated into budgeting for consistent funding and timely upgrades.

Priority 4 - Seek Cost Savings at Aliso Viejo Ranch

- Reduced advertising expenses by \$24K annually by adjusting pages, print volume, and paper quality.
- One FT Recreation Specialist position remains vacant saving approximately \$98k annually.
- Partnered with AVCA for use of parks at no cost resulting in \$15K in savings.
- Implemented Special Event Sponsorship Program receiving ~\$11k in sponsorships and in-kind services to date.

Priority 5 - Increase Community Participation

- Staff conducted community input survey in July to gather resident feedback on programs and events.
- Survey results are being used to create new programs to boost participation.
- Enhanced community engagement through targeted email communications and increased social media posts.

Priority 6 - Improve Cost Recovery

- Staff renegotiated instructor contracts to increase City's share of revenue by 5%.

Upcoming Initiatives

- Review asset evaluation reports to identify priorities and develop 5-Year Capital Improvement Plan.
- Evaluate Aliso Viejo Ranch fees to increase cost recovery.
- Update Master Fee Schedule including building, planning, and development impact fees for cost recovery.
- Apply for cybersecurity grant for up to \$200k.
- Apply for HCD Regional Early Action Planning (REAP 2.0) Grant in the amount of \$150k for consulting services related to code amendments and implementation of Housing Element programs.

City of Aliso Viejo

AGENDA ITEM



DATE: November 5, 2025

TO: Mayor and City Council

FROM: Mitzi Ortiz, City Manager

SUBJECT: CITY COUNCIL APPOINTMENTS TO SERVE ON REGIONAL BOARDS,
COMMISSIONS AND COMMITTEES

Recommended Action:

1. Review and update Council appointment list to regional boards, commissions, and committees; and
2. If needed, adopt a Resolution designating and appointing the City's representative to the Orange County Fire Authority Board of Directors.

Fiscal Impact:

None.

Background:

Councilmembers represent the City of Aliso Viejo by serving on a variety of regional boards, commissions, and committees. These appointments are typically reviewed annually by the City Council following reorganization in December. However, due to the appointment of Councilmember Dwyer on October 15, 2025, the review has been moved up to this meeting.

Discussion:

Staff recommends that the City Council discuss and update regional board, commission, and committee appointments, effective immediately through the end of calendar year 2026. The current appointment list, included as Attachment No. 1, identifies vacancies resulting from the resignation of former Councilmember Hurt.

Please note that any changes to the Orange County Fire Authority (OCFA) delegate appointment must be formalized by resolution, which is provided as Attachment No. 2.

In preparation for this item, the City Council received the current list of appointments and was invited to submit their preferences in advance of the meeting. Staff received the following appointment requests:

REGIONAL APPOINTMENTS			
Board / Commission / Committee	Action Needed	Current	Requested
SJHTCA	Appoint Member and Alternate	Vacant	Zandbergen Duncan Dwyer
OCFA	Appoint Member	Munzing	Munzing Dwyer
AV Ranch Foundation	Appoint 2 Members	Munzing	Munzing Dwyer

The following agency requires the Mayor to serve as the delegate; therefore, the appointment is automatic:

REGIONAL APPOINTMENTS	
LOCC – OC Division City Selection Committee	Mayor

Additionally, the City Council previously took action to align the following appointments with the roles of Mayor and Mayor Pro Tem:

LOCAL APPOINTMENTS		
Board / Committee	Appointment	Date
City / CUSD Committee	Mayor and Mayor Pro Tem	2/15/17
City / AVCA Committee	Mayor and Mayor Pro Tem	2/15/17

Please note that certain appointments require the filing of a Form 700 Statement of Economic Interests upon assuming or leaving office, as well as annually. These filings must be submitted directly to the respective agency overseeing the appointment.

Attachment:

1. 2025 Appointment List
2. Resolution for OCFA Appointment

**ALISO VIEJO CITY COUNCIL
REGIONAL APPOINTMENT LIST – 2025
(APPROVED BY CITY COUNCIL ON 12/4/2024)**

ORGANIZATION	MEMBER	ALTERNATE	DAY/TIME	LOCATION	CONTACT	
City Council Appointments – Regional						
Library Advisory Board	VACANT	Ackley	Quarterly, fourth Thursday - 4:00 p.m.	1501 E. Saint Andrew Place, Santa Ana	Alejandra (Alex) Martinez (714) 566-3011 alejandra.martinez.occr.ocgov.com	None
SJHTCA San Joaquin Hills Transportation Corridor Agency	VACANT	Zandbergen	Second Thursday - 9:30 a.m.	TCA Offices 125 Pacifica, Suite 100, Irvine	Kaylee Doolittle (949) 754-3492 kdoolittle@thetollroads.com clerkoftheboard@thetollroads.com	\$120 per mtg. (max 18 per quarter) & mileage Files 700 form
OCFA Orange County Fire Authority	Munzing	N/A	Fourth Thursday, every other month - 6:00 p.m.	OCFA Offices 1 Fire Authority Road, Irvine	Maria Huizar (714) 573-6040 mariadhuizar@ocfa.org	\$100 per mtg. Files 700 form
Orange County Vector Control District	VACANT (2 yr. term; expires 1/1/27)	N/A	Third Thursday - 3:00 p.m.	OCVCD Offices 13001 Garden Grove Blvd	Tawnia Pett (949) 971-2421 tpett@ocvector.org	\$100 per mtg. Files 700 form
California JPIA	Duncan	Ackley	Annually	CJPIA Offices 8081 Moody Street, La Palma	Veronica Ruiz (562) 467-8736 vrui@cjpia.org	\$100 stipend, travel & lodging
CGA Coastal Greenbelt Authority	Duncan	Ackley	Third Thursday, every other month - 3:00 p.m.	Council Chambers 24264 El Toro Rd, Laguna Woods	Tene Greene (949) 923-2200 tene.greene@ocparks.com	None
South Orange County Watershed Mgmt Area	Ackley	Public Works	Quarterly, first Thursday - 2:30 p.m.	Council Chambers 30111 Crown Valley, LN	Jenna Voss (714) 955-0652 jenna.voss@ocpw.ocgov.com	None
Mayor Appointments – Regional						
LOCC - Orange County Division City Selection Committee	Mayor	Appointed as needed*	As needed, precedes League Division meeting	Varies	(714) 972-0077	None

**ALISO VIEJO CITY COUNCIL
LOCAL APPOINTMENT LIST – 2025**

ORGANIZATION	MEMBER	MEMBER	DAY/TIME	LOCATION	
City Council Appointments – Local					
AV Ranch Foundation	Munzing	VACANT	As Needed	Aliso Viejo City Hall	
25 th Anniversary Ad Hoc	Ackley	VACANT	As Needed	Aliso Viejo City Hall	
Pump Track Ad Hoc	Duncan	Zandbergen	As Needed	Aliso Viejo City Hall	
Mayor / Mayor Pro Tem Appointments – Local					
City / CUSD Committee	Mayor	Mayor Pro Tem	As Needed	Aliso Viejo City Hall	
City / AVCA Committee	Mayor	Mayor Pro Tem	As Needed	Aliso Viejo City Hall	

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, DESIGNATING AND APPOINTING ITS REPRESENTATIVE TO THE ORANGE COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS

WHEREAS, the City, as a "member" of the Orange County Fire Authority Joint Powers Authority (JPA) is entitled to appoint a representative director ("Director") to the Orange County Fire Authority's Board of Directors; and

WHEREAS, each member agency, by resolution of its governing body, shall designate and appoint one representative to act as its Director on the Authority Board of Directors, except the County whose Board of Supervisors shall appoint two representatives to act as its Directors; and

WHEREAS, each Director shall be a current elected member of the governing body; and

WHEREAS, each Director shall hold office until the selection of a successor by the appointing body; and

WHEREAS, each Director is to serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body; and

WHEREAS, any vacancy shall be filled in the same manner as the original appointment of a Director.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Aliso Viejo, California, does hereby resolve as follows:

Section 1. The City Council hereby designates and appoints _____ as its Director to the Orange County Fire Authority Board of Directors.

Section 2. The City Council hereby directs the City Clerk to transmit a copy of the executed resolution to the Clerk of the Authority of the Orange County Fire Authority prior to their next regularly scheduled board meeting.

Section 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall attest to and certify the vote adopting this Resolution.

PASSED, APPROVED AND ADOPTED this 5th day of November, 2025.

Tiffany Ackley
Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith, City Attorney

Kathy Bailor, Interim City Clerk

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

I, KATHY BAILOR, Interim 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 5th day of November, 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

KATHY BAILOR
INTERIM CITY CLERK

(SEAL)