

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, FEBRUARY 21, 2024
6:00 PM STUDY SESSION
7:00 PM REGULAR MEETING

CITY HALL
COUNCIL CHAMBERS
12 JOURNEY
ALISO VIEJO, CA



Mayor Mike Munzing
Mayor Pro Tem Tiffany Ackley
Councilmember Ross Chun
Councilmember Max Duncan
Councilmember Richard Hurt

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.

DAVID A. DOYLE
CITY MANAGER

SCOTT C. SMITH
CITY ATTORNEY

MITZI ORTIZ
CITY CLERK

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

CALL TO ORDER: Convene Special Meeting

STUDY SESSION:

HOUSING STUDY SESSION
[Presentation](#)

CALL TO ORDER: Convene Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

1. SPECIAL PRESENTATIONS:

- 1.1 BUSINESS OF THE MONTH - TACOS DE BIRRIA ESTILO GUADALAJARA
- 1.2 RECOGNITION OF ALISO VIEJO GIRLS SOFTBALL ALL STARS - 8U SILVER HAVOC
- 1.3 RECOGNITION OF ALISO VIEJO GIRLS SOFTBALL ALL STARS - 10U GOLD CRUSHERS
- 1.4 RECOGNITION OF ALISO VIEJO GIRLS SOFTBALL ALL STARS - 12U GOLD LIGHTNING

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 read by title, and further reading is waived.

4.2 **ACCOUNTS PAYABLE**

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between January 19, 2024 and February 7, 2024, in the amount of \$1,327,919.76.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.3 **PROPOSED LEASE WITH FAMILY ASSISTANCE MINISTRIES - 89 PLAYA CIRCLE, ALISO VIEJO, CA 92656**

Recommended Action: Approve the lease agreement with Family Assistance Ministries (FAM) for the property at 89 Playa Circle and direct the City Manager to execute the lease of the property.

[Staff Report](#)

[Attachment 1 - Lease Agreement](#)

[Attachment 2 - FAM Background Materials](#)

4.4 **PLANNING APPLICATION PA22-005 - AN ORDINANCE OF THE CITY COUNCIL OF ALISO VIEJO, CALIFORNIA AMENDING TITLE 15 OF THE ALISO VIEJO MUNICIPAL CODE TO ALLOW POLE SIGNS IN COMMERCIAL SHOPPING CENTERS LOCATED ALONG STATE ROUTE 73, A REQUEST FOR A MASTER SIGN PROGRAM AND AN EXCEPTION PERMIT FOR PARKING LOCATED AT 26852-27072 LA PAZ ROAD (APPLICANT: TARGET)**

Recommended Action: Receive and file the Applicant's request to withdraw the Master Sign Program and Exception Permit for a pole sign at 26852-27072 La Paz Road.

[Staff Report](#)

[Attachment 1 - Applicant's Withdrawal Letter.](#)

5. **PUBLIC HEARINGS:**

5.1 **ALISO VIEJO RANCH FEES**

Recommended Action:

1. Conduct a Public Hearing;
2. Adopt a Resolution approving the Fee Schedule for facility rentals at Aliso Viejo Ranch; and

3. Authorize the City Manager to approve the FY 2024-25 Fee Schedule and to approve the annual fee adjustments in accordance with the Annual Consumer Price Index, All Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim.

[Staff Report](#)

[Attachment 1 - Resolution](#)

[Attachment 2 - Fee Schedule](#)

[Attachment 3 - Presentation](#)

5.2 ORDINANCE AMENDING SECTIONS OF TITLE 15 ZONING CODE PERTAINING TO LOW BARRIER NAVIGATION CENTERS, GROUP QUARTERS, RESIDENTIAL CARE FACILITIES, AND EMPLOYEE HOUSING

Recommended Action:

1. Hold a public hearing and introduce for first reading an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AMENDING SECTIONS 15.10.020 (PERMITTED USES IN RESIDENTIAL DISTRICTS) AND 15.38.030 (RESIDENTIAL PARKING REQUIREMENTS) OF THE ALISO VIEJO MUNICIPAL CODE pertaining to LOW barrier navigation centers, group quarters, RESIDENTIAL CARE FACILITIES, and employee housing AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA
2. Find the attached Ordinance exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

[Staff Report](#)

[Attachment 1 - Ordinance](#)

[Attachment 2 - Presentation](#)

6. **DISCUSSION:**

6.1 INFORMATIONAL REPORT REGARDING MAYORAL ROTATION POLICIES

Recommended Action: Receive and consider the options presented in this informational report and provide direction to staff regarding a potential ordinance or policy to set forth procedures for the selection and rotation of the mayor and mayor pro tem.

[Staff Report](#)

[Attachment 1 - Sample Policies](#)

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

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

9. **ADJOURNMENT:**

The next regularly scheduled City Council meeting is March 6, 2024.

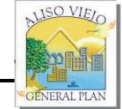


Housing Study Session

Housing Element (HE)

- Required element of the General Plan
- State Law requires HE be updated every 8 years (2021-2029)
- HE is a plan for accommodating its fair share of the regional housing needs

HOUSING PLAN



INTRODUCTION

Located in southwestern Orange County, Aliso Viejo is approximately bisected by Highway 73 with Laguna Beach bordering to the southwest, Laguna Woods to the north, Laguna Hills to the east, and Laguna Niguel and unincorporated County lands to the south. A primarily residential community, Aliso Viejo offers a wide variety of housing opportunities and has adequate schools, employment, shopping, parks, and open space for the recreation and leisure needs of its residents.

The Aliso Viejo Planned Community, which comprises the majority of the City, began development in the early 1980s. Following rapid growth in the 1980s and 1990s, residential portions of the planning area reached build-out soon after the City's incorporation on July 1, 2001, becoming the 34th city in Orange County.



At the time of incorporation in 2001, the City's vacant or underutilized sites were entitled with non-residential uses as specified in the Aliso Viejo Master Development Agreement approved by the County in 1988. However, with the City's adoption of its first General Plan in 2004, the opportunity for additional housing within the community became part of the General Plan process. The Community Benefit Overlay (CBO) concept, outlined in the Land Use Element, allowed modification to existing entitlements: 1) if the proposed development could be shown to provide added benefit to the community, and 2) if property owners were willing to forego or amend the 1988 entitlements under the Master Development Agreement. One such community benefit was the provision of housing affordable to very-low- and low-income households. Through the CBO mechanism, the potential for new construction of housing affordable to lower-income households was greatly increased, and the concept furthered local, regional, and state housing goals.

Regional Housing Needs Assessment (RHNA)



Department of Housing and Community Development (HCD)



Southern California Association of Governments (1,341,827 units)

Covers 6 Counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura)



Orange County (183,861 units)



Aliso Viejo (1,195 units)

Sites Inventory

Town Center
(518 units)

Freedom Lane
(509 units)

The Commons
(362 units)

26800 Aliso Viejo
Parkway
(210 units)

27231 Aliso Viejo
Parkway
(108 units)
•Corpus Christi Church

2A Liberty
(101 units)
•Temple Beth El of South
Orange County / Aliso
Creek Church

1 Columbia
(60 units)

35 Journey
(60 units)

ADUs
(8 units)

Goals, Policies and Programs



Ensure

Adequate land to meet the housing needs



Include

Programs to facilitate affordable housing development (rezone)



Mitigate

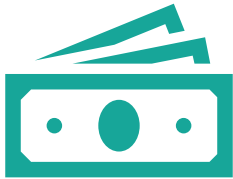
Government constraints on housing development (state compliant code amendments)



Promote

Promote equal access to housing

Housing Element Non-Compliance



Loss of grant funding



Vulnerability to
litigation



Loss of regulatory
authority

Grant Funding

Eligibility for various state grant and loan programs is commonly limited to cities with an HCD-certified housing element. Examples include:

- Permanent Local Housing Allocation (PLHA) Program
- Infill Infrastructure Grant Program
- Local Housing Trust Fund (LHTF) Program
- Affordable Housing and Sustainable Communities Program
- Caltrans Sustainable Communities Grant Program



Litigation Risks

The state and/or private parties can sue to compel compliance with state Housing Element Law

 Beverly Hills Courier

Beverly Hills Appeals Judgment in Housing Element Lawsuit

Beverly Hills is appealing a Los Angeles County Superior Court judgment that would restrict the city's ability to approve new building...

1 month ago



San Bernardino Settles With State on Housing Plan

UPDATED Aug. 31 at 10:45 a.m.: The City of San Bernardino has settled a legal dispute with state authorities over the city's failure to...

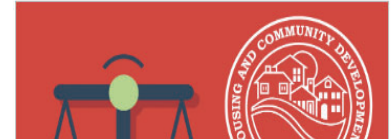
Aug 30, 2023



Governor Newsom, Attorney General Bonta and HCD Take Legal Action Against La Cañada Flintridge to Enforce California's Housing Laws

December 12, 2023

OAKLAND, CA — Governor Gavin Newsom, Attorney General Bonta, and the California Department of Housing and Community Development (HCD) today announced filing a request to intervene and a proposed writ of mandate in Cal. Housing Defense Fund v. City of



 Fresno Bee

[Appeals court calls out Clovis on inadequate plans for affordable-housing development](#)

California 5th District Court of Appeal rules against city of Clovis saying it "violated its duty" to push high-density, lower-cost housing.

Apr 7, 2023

Litigation Risks Cont.

If plaintiffs are successful, the court (among other things) can:

- Award attorneys' fees to plaintiffs
- Order the city to comply with Housing Element Law within 120 days
- Issue fines ranging from \$10K to \$100K per month
- Suspend local permitting authority

(See Gov. Code sections 65750 et seq. & 65585(l))

Loss of Regulatory Authority

- Cities without a compliant housing element have limited ability to deny an affordable housing project even if it is inconsistent with local zoning and GP requirements (i.e., Builder's Remedy; Gov. Code, section 65589.5(d)(5))
- Courts can suspend a city's ability to issue building permits, grant zone changes or variances, and/or approve subdivision maps. The court can also mandate approval of residential projects (see Gov. Code, section 65755)

ABC7 Los Angeles

Beverly Hills building moratorium: Home upgrades banned after judge hits city over lack of affordable housing

Beverly Hills can't issue new construction permits for several projects until it comes up with an acceptable affordable housing plan,...

4 weeks ago



City of Aliso Viejo

Housing Study Session – Funding Affordable Housing

February 21, 2024



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

- Kosmont Companies ("Kosmont") retained by City to provide real estate advisory services
- Kosmont regularly evaluates proposed market and affordable housing developments
- Prior work for City includes support in negotiating the inclusion of affordable units as part of proposed Avalon Bay development
- Discussion of City's RHNA allocation and scale of funding requirements to develop allocation follow

ALISO VIEJO'S RHNA ALLOCATION

- City's RHNA allocation totals 1,195 units as follows:

	Units	%
Extremely Low	195	16%
Very Low	195	16%
Low	214	18%
Moderate	205	17%
Market	386	32%
Total	1,195	

- Units can be delivered as for rent or for sale units
- No requirement on unit size / bedroom count distribution
- Figures represent an increase of approximately 6% over total existing housing supply
- 68% of the RHNA allocation (809 units) is below market rate ("BMR")

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.

AFFORDABLE RENT

- The maximum amount of rent that can be charged for an income restricted unit is a function of:
 - Area Median Income (“AMI”)
 - Household size / the number of people in the household
 - The loading factor for a unit / the number of people in a studio / one / two / three / + bedroom unit
 - An allowance for utility expenses
- Given 2023 AMI, and utility expenses, the maximum amount of monthly rent per California Department of Housing and Community Development ("HCD") guidelines is estimated to be approximately:

Affordable Rent	Studio	1	2	3
Extremely Low	\$ 528	\$ 605	\$ 644	\$ 674
Very Low	975	1,116	1,219	1,313
Low	1,199	1,372	1,506	1,632
Moderate	2,317	2,650	2,944	3,230

AFFORDABLE RENT – GAP FROM MARKET

- To estimate the financial gap the affordability requirements represent relative to market rents, estimated unit mixes, unit sizes and market rents were estimated as follows:

Market Rent	Studio	1	2	3
Unit Mix	5%	45%	40%	10%
Square Feet	575	750	1,100	1,450
Rent / SF	\$ 4.25	\$ 3.75	\$ 3.25	\$ 3.00
Monthly Rent	\$ 2,444	\$ 2,813	\$ 3,575	\$ 4,350

- Based on these assumptions, the estimated financial impact of the affordability restrictions relative to market rent, and overall financial impact of 809 BMR units is estimated to be ~\$370 million:

Versus Affordable	Studio	1	2	3	Gap Per Unit	Total Gap
Extremely Low	\$ (1,916)	\$ (2,208)	\$ (2,931)	\$ (3,677)	\$ 701,000	\$ 136,731,000
Very Low	(1,469)	(1,697)	(2,356)	(3,038)	555,000	108,321,000
Low	(1,245)	(1,441)	(2,069)	(2,718)	483,000	103,287,000
Moderate	(127)	(163)	(631)	(1,121)	118,000	24,276,000
					Total	\$ 372,614,000



Note: Figures assume all units are delivered as for rent product, a 4.5% cap rate, and no reduction in operating expenses for affordable units

AFFORDABLE PURCHASE PRICE

- The maximum sales price that can be charged for an income restricted unit is a function of the same factors used to determine maximum rent amounts, plus:
 - An allowance for HOA dues and/or maintenance
 - An allowance for homeowners' insurance
 - Mortgage interest rate
 - Amount of down payment
- The maximum sale price is estimated to be on the order of:

	Studio	1	2	3
Extremely Low	\$ 47,000	\$ 53,000	\$ 55,000	\$ 55,000
Very Low	107,000	122,000	131,000	140,000
Low	137,000	156,000	170,000	182,000
Moderate	285,000	326,000	361,000	395,000



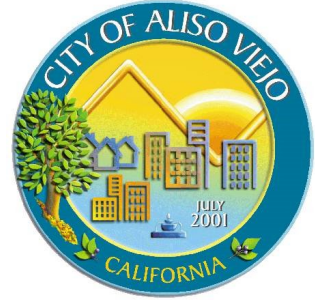
Note: Figures assume a 7% 30-year mortgage and 5% down payment

FUNDING MECHANISMS

- Low-Income Housing Tax Credits (extremely low, very low, low thresholds)
- Density Bonus Law / Provisions
- Inclusionary housing programs
- Joint Power Authorities / Bond Financing (moderate threshold)
- Special District Financing
- Other

City of Aliso Viejo

AGENDA ITEM



DATE: February 21, 2024

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 January 19, 2024 and February 7, 2024, in the amount of \$1,327,919.76.

Fiscal Impact:

Expenditures in the amount of \$1,327,919.76.

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 register containing checks and electronic funds transfers between January 19, 2024 and February 7, 2024, in the amount of \$1,327,919.76. is 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.	FEB'24 LIFE INSURANCE	1,505.50
CALPERS HEALTH	JAN'24 CALPERS HEALTH PREMIUM - AE	(1,809.90)
CALPERS HEALTH	FEB'24 CALPERS HEALTH PREMIUM	23,942.97
CALPERS HEALTH	FEB'24 HEALTH PREMIUM - RC	2,195.87
CALPERS HEALTH	FEB'24 HEALTH PREMIUM PEMHCA MINIMUM - RC	157.00
BEAR ELECTRICAL SOLUTIONS INC	SIGNAL SUPPORT FOR MNWD AT ALISO CREEK/WESTWING	2,429.20
CHARLES ABBOTT ASSOC INC	NOV'23 ATT - R. BRUNELL	105.00
CHARLES ABBOTT ASSOC INC	NOV'23 COX - R. BRUNELL	341.25
CHARLES ABBOTT ASSOC INC	NOV'23 GLAUKOS GRADING - R. BRUNELL	393.75
CHARLES ABBOTT ASSOC INC	NOV'23 MNWD - R. BRUNELL	472.50
CHARLES ABBOTT ASSOC INC	NOV'23 CITY LIGHTS GRADING - R. BRUNELL	577.50
CHARLES ABBOTT ASSOC INC	NOV'23 ALISO CREEK GRADING - R. BRUNELL	656.25
CHARLES ABBOTT ASSOC INC	NOV'23 SCE - R. BRUNELL	1,207.50
CHARLES ABBOTT ASSOC INC	NOV'23 FERREIRA - R. BRUNELL	2,152.50
ION ELECTRIC INC.	ELER-2023-00183_6 SPICEWOOD_ION ELECTRIC INC	40.03
KMO VENTURES ONE LLC	USE-2023-00021_APP REFUND REQ_KMO VENTURES ONE LLC	6,857.42
ESKAN DEVELOPMENT GROUP	BLDR-2023-00413_181 NIGHT HERON LN_ESKAN DEVELOP.	500.00
TESLA ENERGY OPERATIONS, INC.	PV-2023-00141_6 SPICEWOOD_TESLA	153.50
		41,877.84
CITY COUNCIL		
AT&T	12/17/23-01/16/24 AT&T FIRSTNET CITY COUNCIL PHONE	237.31
US BANK PURCHASING CARD PROGRAM	LL 1/9 JM TROPHIES-MAYOR GAVEL PLAQUE	125.53
	CITY COUNCIL TOTAL:	362.84
CITY MANAGER		
CALPERS HEALTH	FEB'24-PG-HEALTH PREMIUM	157.00
AT&T	12/17/23-01/16/24 AT&T FIRSTNET HR PHONE	50.48
AT&T	12/17/23-01/16/24 AT&T FIRSTNET CITY MANAGER PHONE	94.86
US BANK PURCHASING CARD PROGRAM	DD 12-22-23 US BANK CREDIT CARD	335.00
	CITY MANAGER TOTAL:	637.34
HUMAN RESOURCES		
CHARLES C STILL	JAN'24 - NC SECURE LIVE SCAN FEES	67.00
	HUMAN RESOURCES TOTAL:	67.00
CITY CLERK		
CITY CLERK'S ASSOCIATION OF CALIFORNIA	M.ORTIZ 2024 CCAC ANNUAL CONF 4/3-5 IN SD	595.00
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	L. LONG IIMC ANNUAL ASSOC. MBR RENEWAL- TO 3/31/25	125.00
	CITY CLERK TOTAL:	720.00
FINANCE		
CALPERS HEALTH	FEB'24 CALPERS ADMIN FEE	77.05
CALPERS HEALTH	FEB'24 CALPERS ADMIN FEE	7.53
PARS	NOV'23 PARS REP FEES	300.00
	FINANCE TOTAL:	384.58
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	JAN'24 ACCT #0202 CH CABLE TV	184.96
COX COMMUNICATIONS, INC	JAN'24 ACCT #9302 LAB INTERNET	85.39
AT&T	12/17/23-01/16/24 AT&T FIRSTNET CITY HALL MIFI	163.96
AT&T	12/17/23-01/16/24 AT&T FIRSTNET FLEET COMPLETE GPS	202.72
AT&T	12/17/23-01/16/24 AT&T FIRSTNET EOC MIFI	160.96
AT&T	12/17/23-01/16/24 AT&T FIRSTNET EOC PHONES LINES	109.70
AT&T	JAN'24 CH AT&T FIBER INTERNET SERVICE	1,695.39
US BANK PURCHASING CARD PROGRAM	IA 11/28 EOC YOUTUBE SUBSCR	72.99
US BANK PURCHASING CARD PROGRAM	IA 12/21 GODADDY.COM ALISOVIEJOAQUATICSCENTER	22.17
US BANK PURCHASING CARD PROGRAM	IA 11/28 ESRI ARCGIS ONLINE CREDITS	360.00
US BANK PURCHASING CARD PROGRAM	IA 12/07 GODADDY.COM CITYOFALISOVIEJO.COM	55.16
US BANK PURCHASING CARD PROGRAM	IA 11/28 AMZN POWER ADAPTER FOR PRINTER	20.46

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	IA 12/04 BLUEBEAM SUBSCRIPTION	2,340.00
US BANK PURCHASING CARD PROGRAM	IA 12/02 STELLAR DATA RECOVERY	299.00
US BANK PURCHASING CARD PROGRAM	IA 12/16 WAITWHILE SUBSCRIPTION	196.00
US BANK PURCHASING CARD PROGRAM	IA 12/19 GODADDY.COM SHOPALISO	45.34
TANGENT COMPUTERS INC	1/23/24-2/22/24 CH 0365 LICENSING AND SUPPORT	2,999.86
	INFORMATION TECHNOLOGY TOTAL:	9,014.00
NON-DEPARTMENTAL		
SESAC INC	2024 MUSIC LICENSE FEE	1,888.00
RICOH USA	JAN'24 RICOH 2504 BACK OFFICE PRINTS (4542)	60.47
CINTAS CORPORATION NO. 2	JAN'24 CH FIRST AID SUPPLIES	175.03
NIEVES LANDSCAPE INC	DEC'23 VISTA PARK LANDSCAPE MAINTENANCE	1,028.96
NIEVES LANDSCAPE INC	JAN'24 VISTA PARK LANDSCAPE MAINTENANCE	1,028.96
NIEVES LANDSCAPE INC	JAN'24 VISTA PLANTS	748.75
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#2206 VISTA	462.03
QUADIENT FINANCE USA, INC	QUADIENT POSTAGE-ADDED 1/11/24 & 1/23/24	600.00
STARFISH SIGNS & GRAPHICS, INC	EVACUATION MAP SIGNS - AV CENTER	806.73
GLENWOOD MAINTENANCE CORPORATION	JAN-FEB'23 - 89 PLAYA CIR HOA FEES	308.00
US BANK PURCHASING CARD PROGRAM	LL 1/12 COSTCO BUSINESS CENTER DELIVERY	263.12
US BANK PURCHASING CARD PROGRAM	LL 1/18 URBANE CAFE CC MTG 1/17 DINNER	204.76
	NON-DEPARTMENTAL TOTAL:	7,574.81
C. S. ADMINISTRATION		
CALPERS HEALTH	FEB'24-DP-HEALTH PREMIUM	157.00
CALPERS HEALTH	FEB'24-HW-HEALTH PREMIUM	157.00
ALLIANT INSURANCE SERVICES INC	1/01/24-2/09/24 HIRING FAIR INSURANCE	297.00
US BANK PURCHASING CARD PROGRAM	JB 1/12 EVENTBRITE- HIRING FAIR	24.99
US BANK PURCHASING CARD PROGRAM	JNL 1/03 CPRS MINI CONFERENCE	120.00
US BANK PURCHASING CARD PROGRAM	JNL 1/05 HOME DEPOT GARLAND BIN	39.85
	C. S. ADMINISTRATION TOTAL:	795.84
IGLESIA PARK		
NIEVES LANDSCAPE INC	DEC'23 IGLESIA PARK LANDSCAPE MAINTENANCE	6,846.00
NIEVES LANDSCAPE INC	JAN'24 IGLESIA LANDSCAPE MAINTENANCE	6,846.00
EL TORO WATER DISTRICT	DEC'23 MTR#4114 IGLESIA PARK	422.44
EL TORO WATER DISTRICT	DEC'23 MTR#3499 IGLESIA PARK	459.51
	IGLESIA PARK TOTAL:	14,573.95
IGLESIA BUILDING		
TEAM ONE MANAGEMENT SERVICES	JAN'24 IGLESIA JANITORIAL SERVICES	950.00
SONITROL ORANGE COUNTY LLC	FEB'24 IGLESIA ACCESS CONTROL	104.18
EL TORO WATER DISTRICT	DEC'23 MTR#5016 IGLESIA PARK BLDG	236.04
	IGLESIA BUILDING TOTAL:	1,290.22
PLANNING		
CALPERS HEALTH	FEB'24-MF-HEALTH PREMIUM	157.00
BRIAN JAMES CORNELIUS	DEC'23 AVTC PLANNING CONSULTATION SERVICES	1,575.00
US BANK PURCHASING CARD PROGRAM	IA 11/30 CONSTANTCONTACT.COM SUBSCRIPTION	45.00
US BANK PURCHASING CARD PROGRAM	SK 1/04 PDAOC ANNUAL FORUM	300.00
US BANK PURCHASING CARD PROGRAM	SK 1/17 AMERICAN PLANNING ASSOCIATION NAT'L CONF	785.00
US BANK PURCHASING CARD PROGRAM	SK 1/03 AMERICAN PLANNING ASSOC ANNUAL MEMBERSHIP	1,054.00
	PLANNING TOTAL:	3,916.00
CODE ENFORCEMENT		
US BANK PURCHASING CARD PROGRAM	SK 1/08 LIFE STORAGE INVOICE 1/8/24 TO 2/7/24	516.20
	CODE ENFORCEMENT TOTAL:	516.20
ENGINEERING (GENERAL)		
AT&T	12/17/23-01/16/24 AT&T FIRSTNET PUBLICWORKS TABLET	120.72
RICHARD FISHER ASSOCIATES	DEC'23 LANDSCAPE INSPECTION SERVICES	4,367.92
W W GRAINGER INC	01/17 TOOL STOCK MISC	83.58
	ENGINEERING (GENERAL) TOTAL:	4,572.22
STREET MAINTENANCE		
CHARLES ABBOTT ASSOC INC	NOV'23 STREET MAINTENANCE	3,543.75
	STREET MAINTENANCE TOTAL:	3,543.75
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	FEB'24 LAW ENFRCMNT BODY CAMERAS IN-CAR VIDEO	814,017.58
	LAW ENFORCEMENT-CONTRACT TOTAL:	814,017.58

Vendor Name	Description (Item)	Amount
LAW ENFORCEMENT-OTHER		
AT&T	12/17/23-01/16/24 AT&T FIRSTNET PALS PHONE LINE	45.45
ALL CITY MANAGEMENT SERVICES	1/7-1/20/24 414 HRS - CROSSING GUARD SERVICES	12,813.30
US BANK PURCHASING CARD PROGRAM	RD 12/21 THE TOLL ROADS THE TOLL ROADS	575.00
US BANK PURCHASING CARD PROGRAM	RD 12/14 WEDGEWOOD EVENT MEETING	678.77
US BANK PURCHASING CARD PROGRAM	RD 12/12 HOBBY LOBBY DECORATIVE RIBBON	5.38
US BANK PURCHASING CARD PROGRAM	RD 12/11 HOBBY LOBBY DECORATIVE RIBBON	10.75
US BANK PURCHASING CARD PROGRAM	RD 12/14 JM TROPHIES BRASS NAMEPLATE DEPUTY REAGLE	17.24
US BANK PURCHASING CARD PROGRAM	RD 12/06 5.11 INC TACTICAL GEAR	323.25
LAW ENFORCEMENT-OTHER TOTAL:		14,469.14
EOC		
US BANK PURCHASING CARD PROGRAM	SL 1/09 STAPLES -BATTERIES AED FRONT COUNTER CH	75.51
US BANK PURCHASING CARD PROGRAM	SL 1/16 AMAZON - EVACUATION MAPS - SIGN HOLDERS CH	58.31
EOC TOTAL:		133.82
GENERAL FUND TOTAL:		918,467.19
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
TEAM ONE MANAGEMENT SERVICES	JAN'24 CH JANITORIAL SERVICES	2,700.00
SONITROL ORANGE COUNTY LLC	FEB'24 CITY HALL INTRUSION DETECTION	367.04
SONITROL ORANGE COUNTY LLC	FEB'24 CITY HALL ACCESS CONTROL	580.38
FOSTERS' GARDENS INC	JAN'24 CH INTERIOR PLANT MAINTENANCE	115.00
NIEVES LANDSCAPE INC	DEC'23 CH LANDSCAPE MAINTENANCE	678.00
NIEVES LANDSCAPE INC	JAN'24 CH LANDSCAPE MAINTENANCE	678.00
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#8510 CH WATER SVC	158.72
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#6010 CH WATER SVC	93.21
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#7051 CH WATER SVC	336.23
PACIFIC PARK II ASSOCIATION	DEC'23-FEB'24 CH ASO ASSOCIATION DUES	1,429.00
NON-DEPARTMENTAL TOTAL:		7,135.58
GEN. FD-CITY HALL TOTAL:		7,135.58
103 - GF-AV RECREATION SERVICES		
RUSSELL KAMEI	CHECK REFUND - CANCELLED RENTAL_RUSSELL KAMEI; CAN	1,410.25
RUSSELL KAMEI	CANCELLATION FEE - CANCELLED RENTAL_RUSSELL KAME	(50.00)
WALT DISNEY TRAVEL CO, INC	CALIFORNIA ADVENTURE EXCURSION 7.25.24	6,808.00
WALT DISNEY TRAVEL CO, INC	DISNEYLAND EXCURSION 8.08.24	6,808.00
		14,976.25
RECREATION SERVICES		
L & O ALISO VIEJO, LLC	WINTER2024-WAV177/WAV178 -10 PARTICIPANTS	490.00
ERNA VAN DYK	WINTER2024-WAV273/WAV282 ART-8 PARTICIPANTS	177.00
SONITROL ORANGE COUNTY LLC	FEB'24 AVRANCH ACCESS CONTROL	510.07
SONITROL ORANGE COUNTY LLC	FEB'24 AVCENTER AND AVQUATICS ACCESS CONTROL	119.24
AT&T	12/17/23-01/16/24 AT&T FIRST REC PHONE LINES	181.80
AT&T	12/17/23-01/16/24 AT&T FIRSTNET REC TABLET	40.24
LYONS SECURITY SERVICE IN	DEC'23 GCF SECURITY SERVICES	712.50
FOSTERS' GARDENS INC	JAN'24 AVR INTERIOR PLANT MAINTENANCE	110.00
NIEVES LANDSCAPE INC	JAN'24 AVR LANDSCAPE MAINTENANCE - MEXICAN SAGE	190.93
AT&T	JAN'24 AVR AT&T INTERNET SERVICE JAN'24	1,009.89
NIEVES LANDSCAPE INC	DEC'23 AVR LANDSCAPE MAINTENANCE	2,262.67
NIEVES LANDSCAPE INC	JAN'24 AVR LANDSCAPE MAINTENANCE	2,262.67
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#0819 FARM WATER SVC	93.21
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#1100 FARM	121.19
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#5356 RANCH	336.23
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER7892/6534 RANCH	645.19
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#0958 RANCH	124.75
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#0973 RANCH	88.13
FACILITRON, INC.	11/20/23-11/21/23 BREAKTHROUGH BASKETBALL CAMP	62.60
AARON FLORA	DEC'23 RENEWABLE FARMS - 90% GROSS REVENUE	9,322.20
AARON FLORA	DEC'23 RENEWABLE FARMS - CREDIT CARD FEES	(62.80)
AARON FLORA	DEC'23 RENEWABLE FARMS - UTILITIES	(852.45)
AARON FLORA	50% OF JULY-DEC'23 MAINTENANCE REIMBURSEMENT	(1,587.28)
FACILITRON, INC.	9/10/23-11/12/23 LITTLE HOOPERS&BREAKTHRU BSKTBALL	141.48
TANGENT COMPUTERS INC	1/23/24-2/22/24 AVR O365 LICENSING AND SUPPORT	529.39

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	JB 1/13 LEGOLAND CDC TICKETS 06/13/24	801.99
US BANK PURCHASING CARD PROGRAM	JB 1/13 LEGOLAND CDC TICKETS 6/13/24	801.99
US BANK PURCHASING CARD PROGRAM	JB 1/13 LEGOLAND CDC TICKETS 06/13/24	801.99
FACILITRON, INC.	8/27/23-12/17/23 TINY LITTLE JR & HS TENNIS ACES	118.69
FACILITRON, INC.	9/23/23-12/09/23 SKYHAWKS MULTISPORT	75.23
RECREATION SERVICES TOTAL:		19,628.74
GF-AV RECREATION SERVICES TOTAL:		34,604.99

203 - GAS TAX

TRAFFIC ENGINEERING

WOOD RODGERS, INC	DEC'23 STORM DRAIN CONDITION ASSESSEMENT	1,680.00
HARTZOG & CRABILL INC	DEC'23 TRAFFIC SIGNAL MONITORING	1,500.00
TRAFFIC ENGINEERING TOTAL:		3,180.00

STREET MAINTENANCE

BEAR ELECTRICAL SOLUTIONS INC	NOV'23 TRAFFIC SIGNAL MAINTENANCE RESPONSE	13,984.91
BEAR ELECTRICAL SOLUTIONS INC	DEC'23 TRAFFIC SIGNAL MAINTENANCE RESPONSE	7,059.45
BEAR ELECTRICAL SOLUTIONS INC	DEC'23 TRAFFIC SIGNAL MAINTENANCE ROUTINE	3,162.60
NIEVES LANDSCAPE INC	DEC'23 MEDIANS LANDSCAPE MAINTENANCE	1,586.00
NIEVES LANDSCAPE INC	JAN'24 MEDIANS LANDSCAPE MAINTENANCE	1,586.00
EL TORO WATER DISTRICT	DEC'23 METER#5675 CALLE CORTEZ MEDIAN	112.47
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#8838 MEDIAN	569.63
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#6544 MEDIAN	209.12
STREET MAINTENANCE TOTAL:		28,270.18

GAS TAX TOTAL: 31,450.18

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	FEB'24 ECITATIONS MTRCYCLE REPLCMNT MOBILE DATA	5,932.50
LAW ENFORCEMENT-OTHER TOTAL:		5,932.50

PUBLIC SAFETY GRANTS TOTAL: 5,932.50

251 - FEDERAL GRANTS

GEN-FEDERAL GRANT

MIKE LINARES INC	OCT'23 CDBG CONSULTANT SERVICES	2,640.00
MIKE LINARES INC	NOV'23 CDBG CONSULTANT SERVICES	715.00
MIKE LINARES INC	DEC'23 CDBG CONSULTANT SERVICES	165.00
SOUTH COUNTY OUTREACH	JUL-SEP'23 CDBG HUNGER & HOMELESS PREVENTION	1,000.00
FAIR HOUSING FOUNDATION	OCT-DEC'23 CDBG PROFESSIONAL SERVICES	888.31
SOUTH COUNTY OUTREACH	OCT-DEC'23 COVID RELIEF HUNGER & HOMELESS PREVENT	30,115.01
FAMILY ASSISTANCE MINISTRIES	Q2 FY23-24 CDBG PROF SERVICES-TRANSITIONAL HOUSING	1,737.57
GEN-FEDERAL GRANT TOTAL:		37,260.89

FEDERAL GRANTS TOTAL: 37,260.89

261 - CITY FAC.-AQUATIC CENTER

GEN-AQUATIC CENTER

COX COMMUNICATIONS, INC	JAN'24 ACCT#6701 AQC INTERNET	504.80
KNORR SYSTEMS INC	DEC'23 AQC MONTHLY MAINTENANCE SERVICES	1,983.25
KNORR SYSTEMS INC	JAN'24 POOL HEATER REPAIR - CONDENSATE TRAPS	1,448.48
TEAM ONE MANAGEMENT SERVICES	JAN'24 AQC JANITORIAL SERVICES	2,100.00
NIEVES LANDSCAPE INC	DEC'23 AQC LANDSCAPE MAINTENANCE	912.48
NIEVES LANDSCAPE INC	JAN'24 AQC LANDSCAPE MAINTENANCE	912.48
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#6054 AQC WATER SVC	2,072.66
MOULTON NIGUEL WATER DIST	12/18/23-01/15/24 METER#2996 AQC WATER SVC	233.49
GEN-AQUATIC CENTER TOTAL:		10,167.64

CITY FAC.-AQUATIC CENTER TOTAL: 10,167.64

Vendor Name	Description (Item)	Amount
311 - STREET IMPROVEMENTS		
TRAFFICE SAFETY		
OCTA	ALISO CREEK ROAD TRAFFIC SIGNAL SYNCHRONIZATION PR	173,693.32
	TRAFFICE SAFETY TOTAL:	173,693.32
	STREET IMPROVEMENTS TOTAL:	173,693.32
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
BRETT GEREAU, JR.	SPA AND WADE POOL REPLASTER AND LIGHTING	25,495.00
ROHAN AND SONS, INC	INSTALLATION OF NEW AC UNIT IN CH SERVER ROOM	11,963.00
SHI INTERNATIONAL CORP	SCALE COMPUTING AND ACRONIS	71,749.47
	CAPITAL IMPROVEMENTS TOTAL:	109,207.47
	CAPITAL IMPROVEMENTS TOTAL:	109,207.47
	GRAND TOTAL:	1,327,919.76

Fund Summary		
Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	918,467.19	918,467.19
102 - GEN. FD-CITY HALL	7,135.58	7,135.58
103 - GF-AV RECREATION SERVICES	34,604.99	34,604.99
203 - GAS TAX	31,450.18	31,450.18
215 - PUBLIC SAFETY GRANTS	5,932.50	5,932.50
251 - FEDERAL GRANTS	37,260.89	37,260.89
261 - CITY FAC.-AQUATIC CENTER	10,167.64	10,167.64
311 - STREET IMPROVEMENTS	173,693.32	173,693.32
331 - CAPITAL IMPROVEMENTS	109,207.47	109,207.47
Grand Total:	1,327,919.76	1,327,919.76

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	918,467.19
102 - GEN. FD-CITY HALL	7,135.58
103 - GF-AV RECREATION SERVICES	34,604.99
203 - GAS TAX	31,450.18
215 - PUBLIC SAFETY GRANTS	5,932.50
251 - FEDERAL GRANTS	37,260.89
261 - CITY FAC.-AQUATIC CENTER	10,167.64
311 - STREET IMPROVEMENTS	173,693.32
331 - CAPITAL IMPROVEMENTS	109,207.47
Grand Total:	1,327,919.76

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	2,195.87
101-2506-000	MEDICAL INSURANCE P...	22,290.07
101-2507-000	LIFE INSURANCE PAYABLE	1,505.50
101-2602-000	PLANNING DEPOSIT	6,857.42
101-2603-000	ENGINEERING DEPOSIT	8,335.45
101-2606-000	C & D DEPOSIT	500.00
101-32010	BUILDING PERMITS	40.03
101-36410	BUILDING PLAN CHECK F...	153.50
101-4-1101-4502-000	AWARDS & RECOGNITI...	125.53
101-4-1101-4511-000	COMMUNICATION	237.31
101-4-1501-4206-000	MEDICAL INSURANCE	157.00
101-4-1501-4225-000	VEHICLE/CELL	335.00
101-4-1501-4511-000	COMMUNICATION	145.34
101-4-1503-4309-000	OTHER CONTRACTUAL S...	67.00
101-4-1601-4520-000	MTGS/CONF./TRNG & D...	595.00
101-4-1601-4521-000	MEMBERSHIP & DUES	125.00
101-4-2501-4309-000	OTHER CONTRACTUAL S...	384.58
101-4-3101-4305-000	TECHNOLOGY SERVICES	2,676.07
101-4-3101-4481-000	COMPUTER EXPENSE	6,337.99
101-4-3501-4301-000	PROFESSIONAL SERVICES	806.73
101-4-3501-4431-000	BUILDING & GROUND M...	3,576.70
101-4-3501-4512-000	POSTAGE	600.00
101-4-3501-4513-000	PRINTING	60.47
101-4-3501-4521-000	MEMBERSHIP & DUES	1,888.00
101-4-3501-4601-000	SUPPLIES	175.03
101-4-3501-4612-000	OPERATING SUPPLIES	467.88
101-4-4101-4206-000	MEDICAL INSURANCE	314.00
101-4-4101-4520-000	MTGS/CONF./TRNG & D...	120.00
101-4-4101-4522-000	INSURANCE EXPENSES	297.00
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	64.84
101-4-4102-4411-000	UTILITIES	881.95
101-4-4102-4431-000	BUILDING & GROUND M...	13,692.00
101-4-4103-4411-000	UTILITIES	236.04
101-4-4103-4431-000	BUILDING & GROUND M...	1,054.18
101-4-4401-4206-000	MEDICAL INSURANCE	157.00
101-4-4401-4520-000	MTGS/CONF./TRNG & D...	1,085.00
101-4-4401-4521-000	MEMBERSHIP & DUES	1,054.00
101-4-4401-4532-000	SPECIAL PROJECTS	1,620.00
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	516.20
101-4-4501-4612-000	OPERATING SUPPLIES	204.30
101-4-4501-4741-000	C.S-CITY ENGINEERING	4,367.92
101-4-4503-4771-000	C.S-STREET MAINTENAN...	3,543.75
101-4-5101-4308-000	LAW ENFORCEMENT	814,017.58
101-4-5102-4511-000	COMMUNICATION	45.45

Account Summary

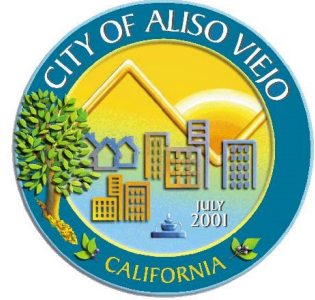
Account Number	Account Name	Payment Amount
101-4-5102-4516-000	FUEL	575.00
101-4-5102-4535-000	SPECIAL EVENTS	678.77
101-4-5102-4612-000	OPERATING SUPPLIES	33.37
101-4-5102-4613-000	TACTICAL GEAR	323.25
101-4-5102-4721-000	C.S-CROSSING GUARDS	12,813.30
101-4-5401-4612-000	OPERATING SUPPLIES	133.82
102-4-3501-4411-000	UTILITIES	588.16
102-4-3501-4431-000	BUILDING & GROUND M...	6,547.42
103-1301-000	PREPAID EXPENSES	13,616.00
103-34130	FACILITY RENTAL	1,410.25
103-34169	REFUNDS	-50.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	2,168.59
103-4-4105-4309-000	OTHER CONTRACTUAL S...	1,065.00
103-4-4105-4411-000	UTILITIES	1,194.30
103-4-4105-4431-000	BUILDING & GROUND M...	5,538.77
103-4-4105-4451-000	FARM OPERATING EXPE...	7,034.07
103-4-4105-4511-000	COMMUNICATION	222.04
103-4-4105-4570-000	CITY CAMP EXPENSE	2,405.97
203-4-4502-4301-000	PROFESSIONAL SERVICES	3,180.00
203-4-4503-4411-000	UTILITIES	891.22
203-4-4503-4771-000	C.S-STREET MAINTENAN...	27,378.96
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM...	5,932.50
251-4-6151-4309-000	OTHER CONTRACTUAL S...	37,260.89
261-4-6161-7401-000	EQUIPMENT MAINTENA...	3,431.73
261-4-6161-7411-000	UTILITIES	2,810.95
261-4-6161-7421-000	BUILDING & GROUND M...	3,924.96
311-4-8201-5701-000	CONSTRUCTION	173,693.32
331-4-8701-5910-000	IMPROVEMENTS	109,207.47
Grand Total:		1,327,919.76

Project Account Summary

Project Account Key	Payment Amount
None	1,004,162.54
0575910	11,963.00
1185910	25,495.00
1305701	173,693.32
1375910	71,749.47
9974570	2,405.97
CDBGCV4309	30,115.01
ENG 2243	393.75
ENG 2250	577.50
ENG 2251	656.25
ENG 5002	105.00
ENG 5003	341.25
ENG 5004	472.50
ENG 5005	1,207.50
ENG 5057	4,581.70
Grand Total:	1,327,919.76

City of Aliso Viejo

AGENDA ITEM



DATE: February 21, 2024

TO: Mayor and City Council

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

SUBJECT: PROPOSED LEASE WITH FAMILY ASSISTANCE MINISTRIES – 89
PLAYA CIRCLE, ALISO VIEJO, CA 92656

Recommended Action:

Approve the lease agreement with Family Assistance Ministries (FAM) for the property at 89 Playa Circle and direct the City Manager to execute the lease of the property.

Fiscal Impact:

If the City Council approves the lease between the City and Family Assistance Ministries (“FAM”), the City will lease the property to FAM for \$1 a month for the proposed five-year term.

Background:

The 2023-2027 Consolidated Plan, including the 2023-2024 Annual Action Plan, was approved by the City Council on April 19, 2023. The Annual Action Plan identifies specific activities to be funded by CDBG during a one-year period. Subsequently, on November 1, 2023, the City Council approved an amendment to the Annual Action Plan to reallocate CDBG funds for the acquisition of an affordable housing unit and authorized the appropriation of funds to purchase the property.

The City proposes to lease the single-family unit to Family Assistance Ministries (“FAM”), which is experienced in operating residential units as transitional and supportive housing. FAM currently leases two City-owned residential units in the City for transitional housing. FAM was established in 1999 and offers a full range of services to assist Aliso Viejo residents, including:

- Rental and utility assistance to help prevent eviction;
- Operation of “FAMily House”, the only emergency shelter for families experiencing homelessness in south Orange County. Single dads, single moms, dual parent households, pregnant women and their children have found safe shelter and help to graduate into permanent housing since 2017;

- Gilchrist House homeless shelter for single women and mothers with children has sheltered over 1,000 since opening in 2003 with the goal of graduating into their own permanent housing; and
- Permanent Housing assistance is provided through both Rapid Rehousing and Permanent Supportive Housing.

Discussion:

The following are the salient terms of the proposed lease between the City and FAM:

- The term would be for five years, effective 2024 through 2029 with an option for the parties to mutually extend the lease for another two years;
- Rent would be \$1 per month;
- FAM would be the City's tenant, and would have the right to sublease the property to a qualified individual or household that is low or lower income;
- Each subtenant would have to meet FAM's program requirements including:
 - o To the extent possible, ties/residency in Aliso Viejo;
 - o Applicant screening, including:
 - o Credit reporting guidelines
 - o Eviction history or process
 - o Rental History
 - o Criminal history;
- FAM would also be responsible for:
 - o Performing monthly unit visits in coordination with case management activities
 - o Connecting resident to support services to assist in increasing income and/or decreasing expenses
 - o Supporting residents' goal to obtain permanent housing as quickly as possible and in no longer than 24 months
 - o Maintaining positive relationships with community members surrounding the rental unit
 - o Responding to concerns immediately or no longer than 24 hours after notice
 - o Providing support to furnish the rental unit with necessary living items such a dining room table, chairs and beds for each resident
 - o Providing City of Aliso Viejo with update reports on a quarter basis or as requested;
- FAM's subtenants may be required to pay rent, depending on their income. Any rent money collected would be used to fund costs associated with FAM's responsibility to maintain the unit;

- Before approving new subtenants or an extension of a sublease, FAM would be required to certify to the City that the sublessee meets affordable income requirements; and
- The City would be responsible for providing appliances and for major repairs and renovations. FAM would be responsible for all other fixtures and routine maintenance costs.

Environmental:

This action is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities). The affordable unit already exists. The proposed project involves the purchase and lease of an existing private structure involving no expansion of the existing or former use. The condominium remains a condominium for residential purposes. None of the exceptions to the categorical exemptions would be triggered. The project would not have cumulative impacts, significant effects due to unusual circumstances, impacts to scenic highways, impacts related to hazardous waste sites (the site is not on the Cortese list), or impacts to historical resources (the property is not an historic resource). Thus, the project is exempt pursuant to a Class 1 categorical exemption.

Public Notice:

This item was publicly noticed under normal agenda procedures.

City Attorney:

The City Attorney has reviewed the staff report.

Attachments:

1. Lease Agreement
2. FAM Background Materials

RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE (the “Lease”) is dated as of _____, 2024, and is entered into between the City of Aliso Viejo, a California municipal corporation (“Landlord”) and Family Assistance Ministries, a California public benefit corporation (“Tenant”). The Landlord and Tenant are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

1. PROPERTY:

- A.** Landlord rents to Tenant, and Tenant rents from Landlord, the property located at 89 Playa Circle, Aliso Viejo, CA 92656, APN No. 623-641-18 (the “Premises”).
- B.** The Premises are for the sole use as occupancy as a personal residence by Tenant’s subtenant(s) who shall meet the following criteria (“Authorized Occupants”):
 - 1. Subtenant(s) shall be individuals or families who, at the time of initial occupancy of the Premises and continuously thereafter, until the end of his, her, or their subtenant term, are a Qualified Household, and who shall pay an Affordable Rent, as defined below. “Qualified Household” shall mean an individual or family that qualifies as an extremely low or lower income household based on the area median income (AMI), as defined in California Health and Safety Code Section 50053 and accompanying regulations of the California Department of Housing and Community Development (HCD), as such law or regulations may hereafter be amended, replaced or renumbered from time-to-time.
 - 2. Subtenants shall meet the criteria of Tenant Interim Housing Program Guidelines at all times during the term of any sublease (“Program”). The Program Guidelines are attached hereto as Exhibit “A” and incorporated herein by reference, and may be updated from time-to-time by Tenant with Landlord’s approval, which shall not be unreasonably withheld.
 - 3. Tenant shall also be responsible for following and implementing the Program Guidelines.
- C.** Occupancy shall be limited to no more than two persons per bedroom, plus one additional person.
- D.** To the maximum extent authorized by law, Tenant shall give priority to individuals or families currently located in the City as potential subtenants.
- E.** Tenant shall only sublease the Premises for occupancy by Authorized Occupants at an Affordable Rent on a continuous basis throughout the term(s) of a sublease. “Affordable Rent” shall mean the maximum rent for “lower income households” as defined in California Health and Safety Code Section 50053(b)(3) and accompanying regulations of HCD, as such law or regulations may hereafter be amended, replaced or renumbered from time-to-time, with allowance for utilities,

as such allowance may be established by the County of Orange; provided, however, that “Affordable Rent” shall be based on the AMI. The monthly rent charged to and paid by a Qualified Household for the occupancy of the Premises may never exceed an Affordable Rent applicable to such Qualified Household. Moreover, rent for a sublease of the Premises may be increased only once per calendar year, based on changes in AMI; provided that the rent for the sublease of the Premises must never exceed an Affordable Rent for the Premises.

- F.** Tenant and subtenant(s) shall execute a sublease in a form that is approved by Landlord and Landlord’s general counsel, and such sublease shall incorporate the salient provisions of this Lease. Among other things, Landlord shall be a third-party beneficiary to any sublease and shall have the right but not the obligation to enforce any and all provisions of any sublease.
- G.** Tenant covenants and agrees for itself, its successors, its assigns and every successor-in-interest to all or any portion of the Premises, that there shall be no discrimination against or segregation of any person, or group of persons, on account of gender, sexual orientation, marital status, race, color, religion, creed, national origin or ancestry in the sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall Tenant, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of subtenant of the Premises. To that end, Tenant shall provide in each sublease pertaining to the Premises, or any part thereof, substantially the following non-discrimination or non-segregation provision: “The Subtenant herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this sublease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, gender, sexual orientation, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein subleased nor shall the subtenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy in the premises herein subleased.”
- H.** Prior to approving a potential sublease or any extension of a sublease, Tenant shall determine whether the individual or family would be or is an Authorized Occupant, including determination of Qualified Household income. At the time of initial application, Tenant shall require potential subtenant(s) to complete an Income Certification Form, which shall be substantially in the form of Exhibit “B,” attached hereto and incorporated herein by reference, and shall certify the accuracy of the information provided on such form. On or before January 1st of each calendar year during a sublease term and within sixty (60) days following the expiration of a sublease term, Tenant shall require the current Qualified Household occupying the Premises to recertify the Qualified Household’s income on the Income Certification Form. Tenant shall make a good faith effort to verify the accuracy of income information provided in any Income Certification Form by a potential subtenant or

Qualified Household by taking one or more of the following steps, as reasonably required or indicated: (1) obtain an income tax return and copy of each W2 Wage and Earnings Statement for the most recently concluded income tax year; (2) conduct a credit reporting agency or similar search; (3) obtain an income verification form from the potential subtenant's or the Qualified Household's current employer(s); (4) obtain an income verification form from the United States Social Security Administration and/or the California Department of Social Services, if the potential subtenant or the Qualified Household receives assistance from either of such agencies; or (5) if the potential subtenant or a Qualified Household is unemployed and has no such income tax return, obtain another form of independent verification. For purposes of this subsection, Tenant may conclusively rely upon the evidence of the age of the occupant(s) of the Premises as presented in a valid California Driver's License, other form of identification issued by the State of California or the United States Government, which includes a date of birth. All such verification information shall only be obtained by Tenant after obtaining a potential subtenant's or the Qualified Household's written consent for the release of such information to Tenant. Failure to consent in writing to the release of such income verification information to Tenant may disqualify a potential subtenant for occupancy of the Premises or be grounds for termination of Qualified Household's occupancy of the Premises.

- I.** Tenant shall maintain on file all Income Certification Forms completed by potential subtenants and Qualified Households that occupied or are occupying the Premises and shall provide copies of the rent roll and Income Certification Forms to Landlord for its review and approval within fifteen (15) calendar days following a notice by the Landlord to Tenant.
- J.** Tenant shall provide Landlord with a biannual written report of the Premises and Tenant's actions thereon within fifteen (15) days after a request from Landlord. Such report shall also outline the success of Tenant's program to assist persons and families achieve self-sufficiency by providing family profiles (while remaining sensitive to privacy issues) including number of persons in household, number of children, female head of households, race, ethnicity (Hispanic or not), special needs (mental illness, developmentally disabled, domestic violence, other), household income, reason for homelessness, support services provided, length of stay, destination after stay, and other information as Landlord may request. Tenant shall, by January 1st of each year, which coincides with the Rent payment, demonstrate to Landlord that Tenant has the necessary funds committed to comply with their obligations under this Lease for such year.
- K.** Tenant and each Qualified Household occupying the Premises shall permit Landlord to conduct inspections of the Premises, from time-to-time, for purposes of verifying compliance with this Lease, upon five (5) calendar days prior written notice to Tenant.

2. **TERM:** The term of this Lease shall begin on _____, 2024 (“Commencement Date”) and shall continue until _____, 2029 (“Expiration Date”).
- A. At the end of the term, at Tenant’s option, so long as Tenant is not in breach of any material obligation under this Lease, Landlord and Tenant may mutually, and in writing, renew the term of the Lease for a period not to exceed two years
- B. Notwithstanding the foregoing, Landlord may exercise any and all of its legal and equitable remedies, including, without limitation, terminating the Lease at any time due to Tenant or its subtenant’s failure to abide by and adhere to any and all provisions of this Lease, including, without limitation, the Rules and Regulations referenced herein.
3. **RENT; RENT ADJUSTMENT:** The capitalized term “Rent” shall mean all monetary obligations of Tenant to Landlord under this Lease, except the security deposit.
- A. Tenant agrees to pay monthly rent in the amount of \$ 1.00 per month, subject to adjustment in advance on the 1st day of each calendar month, by personal check, money order, or cashier’s check to City of Aliso Viejo at 12 Journey, Suite 100 Aliso Viejo, CA 92656 (or at any other location subsequently specified by Landlord in writing to Tenant). If any payment is returned for non-sufficient funds (“NSF”) or because Tenant stops payment, then, after that Landlord may by written notice to Tenant require Tenant to pay all future Rent by cashier’s check.
4. **SECURITY DEPOSIT:**
- A. Concurrently with Tenant’s execution of this Lease, Tenant shall pay one month’s rent to Landlord as a security deposit.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant’s default in payment of Rent (which includes late charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; and (iii) clean the Premises, if necessary, upon expiration or earlier termination of the tenancy. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH’S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five (5) days written request to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: **(1)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code Section 1950.5(g); and **(2)** return any remaining portion of the security deposit to Tenant.
- C. After giving or receiving notice of termination of a tenancy, or before the end of this Lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the Lease or rental. If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies

prior to termination, consistent with the terms of this Agreement. Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. This Section does not apply, however, when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161 (2), (3) or (4).

D. The security deposit will not be returned until all Tenants and occupants have vacated the Premises and all keys have been returned. Any security deposit returned by check shall be made jointly to all Tenants named in this Lease.

E. No interest will be paid on the security deposit.

5. INITIAL PAYMENTS; FIRST AND LAST MONTH'S RENT AND SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall pay the first partial month's rent (if applicable), first full month's rent, last month's rent (equal to one full month of rent) and the security deposit to Landlord by personal check, cashier's check, or money order.

A. Calculation of initial payment due:

First month's rent:	\$ 1.00
Last month's rent:	\$ 1.00
Security deposit:	\$ 1.00
Less any deposit on file:	\$ 0.00
TOTAL INITIAL PAYMENT DUE:	\$ 3.00

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges that either late payment of monthly rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses. If any installment of Rent due from Tenant is not received by Landlord within **five (5) calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of five percent (5%) of the Rent due as a late charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, all of which shall be deemed additional Rent.

- B.** Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a late charge or NSF fee shall not be deemed an extension of the date monthly rent is due under Section 3A above or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.
7. **PARKING:** Tenant shall have a parking garage, and Tenant shall park only in such parking garage. Parking areas are to be used for parking properly licensed and operable motor vehicles, but not for trailers, boats, campers, buses or trucks (other than pick-up trucks). Parking areas used by Tenant are to be kept clean, and vehicles leaking oil, gas or other motor vehicle fluids shall not be permitted. Mechanical work or storage of inoperable vehicles is not permitted.
8. **UTILITIES:** Tenant shall pay for all utilities. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Tenant shall pay any cost for conversion from existing utilities service provider.
9. **CONDITION OF PREMISES:** Tenant represents and warrants that Tenant has examined the Premises and, all appliances, landscaping and fixtures, including smoke detector(s) and carbon monoxide detectors, and Tenant acknowledges these items are in good and operable condition.
10. **MAINTENANCE:**
- A.** Tenant shall properly use, operate and safeguard the Premises, including maintaining any landscaping and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord's Building Maintenance Department of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises resulting from failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.** Tenant shall maintain, repair as necessary and water the garden, landscaping, trees and shrubs.

- C. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance, and Tenant shall reimburse Landlord for Landlord's actual cost thereof, as additional Rent, within ten (10) days after written demand.
11. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself, herself, or itself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.
12. **PETS:** Unless otherwise provided in California Civil Code § 54.2, Tenant may keep no more than two (2) pets on the Premises as pets, subject to Landlord's separate Pet Agreement attached hereto as Exhibit "C", which must be signed by Tenant and is incorporated herein by reference. Except as expressly so provided herein, no other animal or pet shall be kept on or about the Premises without Landlord's prior written consent.
13. **WATERBEDS:** If the Premises were constructed on or after January 1973, then Tenant may use a waterbed in the Premises provided: (i) Tenant obtains a replacement value \$100,000 waterbed insurance policy and delivers a copy to Landlord; (ii) the waterbed does not exceed the floor load for the Premises; (iii) the waterbed is held together by a pedestal or frame; (iv) the Tenant installs, maintains and moves the waterbed in accordance with the manufacturer's retailer's standards; (v) the Tenant gives Landlord at least 24 hours' prior written notice of Tenant's intention to install, move or remove (as applicable) the waterbed and arranges for a Landlord representative to be present when this occurs; (vi) the waterbed has a label certifying that it conforms to construction standards imposed by the State Bureau of Home Furnishings; and (vii) the waterbed was constructed after January 1, 1973.
14. **SMOKING:** Tenant shall not smoke or allow smoking of a cigarette or other tobacco products, including, without limitation e-cigarettes, vaping, cigars, pipes, and hookahs in any portion of the interior of the Premises (i.e., inside buildings and structures). Additionally, Tenant shall not smoke or allow smoking of any other substances, including without limitation, cannabis, in any portion of the Premises, including the exterior patios. Notwithstanding the foregoing, if smoking occurs on the Premises, Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; and Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to take certain actions such as replacing carpet and drapes and painting entire premises regardless of when these items were last cleaned or replaced. Such actions and other necessary steps will impact the return of any security deposit.
15. **RULES/REGULATIONS:**

- A. Tenant and its subtenants shall comply with the Rules and Regulations attached hereto as Exhibit “D” and incorporated herein by reference. Failure of Tenant and/or subtenant(s) or their guests or licensees to abide by any portion of this Lease, including, without limitation, the Rules and Regulations, shall be grounds for immediate termination of this Lease and/or eviction from the Premises.
- B. Tenant agrees to comply with all other Landlord rules and regulations that are delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant as well as subtenants of Tenant and their guests and licensees shall not, disturb, annoy, endanger or interfere with other tenants (if any) or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

16. ☒ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners’ association (“HOA”). The name of the HOA is Vantis Maintenance Corp. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions, and Landlord has provided or shall provide Tenant with copies of them. Landlord shall be responsible for paying HOA fines imposed due to actions or omissions caused by Landlord or its agents or representatives. Tenant shall be responsible for paying HOA fines imposed due to actions or omissions caused by Tenant, its agents, representatives, guests, invitees, subtenants, and their guests and invitees.

17. **EQUIPMENT; ALTERATIONS; REPAIRS:** Unless otherwise required by law, without Landlord’s prior written consent: (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

Any equipment, fixtures, or improvements (including, without limitation, water treatment and water filtration equipment) installed by the Landlord (whether purchased by the Landlord or the Tenant) shall remain the property of the Landlord and shall remain on the Premises after the expiration or earlier termination of the Lease. Any equipment, fixtures, or improvements (including, without limitation, fencing) shall only be installed by the Tenant after written approval by the Landlord and shall become the property of the Landlord at the expiration or earlier termination of the Lease. The Landlord may require the Tenant to remove any such equipment, fixtures, or improvements (whether installed by the Landlord or the Tenant) and restore the Premises to their original condition at the Tenant’s expense.

Any appliances installed or placed in the Premises by the Landlord shall remain the property of the Landlord and shall not be removed by the Tenant. Landlord will supply the Premises with appliances including a refrigerator and washer and dryer, however Tenant will be responsible for those appliances' maintenance and repair. Landlord agrees to supply new appliances for the Premises every five (5) years.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date):

___ 2 ___ key(s) to the Premises

☒ ___ 1 ___ remote control device(s) for garage door/gate opener(s)

☒ ___ 1 ___ key(s) to mailbox

_____ key(s) to common area(s), if applicable

B. If Tenant re-keys existing locks or opening devices (with or without Landlord's consent), Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary repairs, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except that 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs.

20. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

21. ASSIGNMENT AND SUBLETTING: Tenant shall be authorized to sublet the entirety of the Premises pursuant to the restrictions provided herein, including, without limitation, Section 1. Any subletting of Premises or this Lease or tenancy, by voluntary act of Tenant,

operation of law or otherwise, in violation of the provisions of this Lease shall be grounds for Landlord to terminate this Lease. For purposes of this Lease, "subletting" shall be defined broadly to include formal or informal arrangements, whether in writing or oral, for any consideration or no consideration, by which Tenant is not using the Premises as his/her primary residence, but individuals other than Tenant are using the Premises as their primary residence, regardless of who is paying the Rent.

22. **JOINT AND SEVERAL OBLIGATIONS:** If there is more than one Tenant, each one shall be completely responsible for the performance of all obligations of Tenant under this Lease, jointly and severally with every other Tenant, whether or not in possession.
23. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Landlord is not required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
24. **MOLD AND MILDEW WARNING NOTICE:** Mold and mildew may be injurious to one's health; therefore, Tenant acknowledges that: (a) Tenant has inspected the Premises, and every part thereof, at the outset of the tenancy; (b) Tenant has found no signs of moisture, mold or mildew therein; (c) Tenant shall: (i) keep the Premises well-ventilated, clean and dry any signs of mold or mildew from all surfaces, (ii) promptly notify Landlord of any dampness (from leaks, overflows, water intrusion, etc.); and (iii) promptly notify Landlord of any mold, as well as any malfunction of ventilation, air conditioning or heating systems. Tenant shall be liable for any costs, expenses, injuries, damages and claims that may result from any failure to perform the foregoing duties.
25. **TOXIC SUBSTANCE WARNING:** Landlord is required to give you notice that areas on this property contain or may contain one or more of some 700 + toxic substances and chemicals substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, barbeque or second-hand cigarette smoke, laundry room fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cancer, reproductive toxicity, birth defects and reproductive harm.
26. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
 - A. Upon the expiration or earlier termination of this Lease, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any mailboxes, pools, gates, common areas and all garage door openers; (ii) vacate and surrender Premises to Landlord, empty of all personal property and persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises to Landlord in good and broom-clean condition; (v) remove all debris; and (vi) give written notice to Landlord of Tenant's forwarding address.

- B.** All alterations/improvements made by or caused to be made by Tenant and/or Authorized Occupants, with or without Landlord's consent, shall become the property of Landlord upon the expiration or earlier termination of this Lease. At Landlord's discretion, Landlord may, but is not obligated to, restore the Premises to the condition they were in prior to any alterations/improvements that were not approved in writing by Landlord. In such a case, Tenant shall reimburse Landlord, as additional Rent, within ten (10) days after written demand for costs of restoration.
- 27. HOLDOVER:** Tenant shall not remain in possession of or hold over on the Premises after the termination of the Lease Term. To the extent Tenant does hold over after the expiration of the Lease Term, the provisions of this Lease shall continue to apply with the exception that the Lease Term shall not be deemed to be extended
- 28. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises. Unless Landlord expressly agrees in writing to pay relocation benefits, Tenant hereby waives any and all rights it may have to relocation benefits under California law.
- 29. DAMAGE:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice and Rent shall be abated as of the date Premises become totally or partially uninhabitable. Landlord may also terminate this Lease upon written notice to Tenant if damage to the condominium complex occurs which will cost in excess of 20% of the replacement cost of the complex to repair. If this Lease is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 30. INSURANCE:** Tenant's, Authorized Occupant's, or guest's personal property and vehicles are not insured by Landlord, manager or HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. Landlord does not waive any rights by accepting rent or

by failing to enforce any terms of this Lease. Landlord's acceptance of rent with knowledge that Tenant has violated the Lease shall not waive or affect Landlord's right to evict Tenant.

32. **NOTICES:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: City of Aliso Viejo
12 Journey
Aliso Viejo, CA 92656
Attn: City Clerk

Tenant: To FAM
1030 Calle Negocio
San Clemente, CA 92673

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return, from time to time, a tenant estoppel certificate delivered to Tenant by Landlord, containing such information regarding this Lease and the Premises as Landlord may request, within five (5) business days. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by Landlord and a lender or purchaser.

34. **MEDIATION:**

- A. Subject to Section 34B below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally between Landlord and Tenant. If, for any dispute or claim to which this Section applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover its attorneys' fees, even if they would otherwise be available to that party in any such action.
- B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) any matter within the jurisdiction of a probate, small claims or bankruptcy court; (iii) an action for injunctive relief; (iv) an action for attachment.

35. **ATTORNEYS' FEES:** In any action or proceeding arising out of this Lease, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorneys' fees and costs, except as provided in Section 37A above.

36. **ENTIRE CONTRACT; SEVERABILITY; AMENDMENTS:** All understandings between the parties are incorporated in this Lease. The terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Lease is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing.

37. **LANDLORD IS ACTING IN ITS PROPRIETARY CAPACITY (NOT GOVERNMENTAL CAPACITY):** In entering into this Lease, Landlord is acting in its proprietary capacity as a party to a contract, and not in its governmental capacity; consequently, nothing in this Lease shall be construed to modify or waive Landlord's rights in its governmental capacity, all of which are hereby reserved.
38. **ASSUMPTION OF RISK, WAIVER, AND LANDLORD'S NON-LIABILITY.** To the maximum extent allowed by law, except Landlord's willful or actively negligent acts, Tenant assumes any and all risk of loss, damage or injury of any kind to any person or property which is on or about the Premises. Tenant's assumption of risk shall include, without limitation, loss or damage caused by defects within the Premises or any fixture therein, accident, fire or other casualty on the Premises. To the maximum extent allowed by law, except for Landlord's willful or actively negligent acts, Tenant hereby waives all claims and demands against Landlord, its respective officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of Tenant sustained by Tenant or any person claiming to be Tenant resulting from any occurrence on or about the Premises.

Tenant has been advised by its legal counsel concerning the content and effect of California Civil Code section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Tenant hereby waives the benefits of Civil Code section 1542 and all other state or federal statutes or judicial decisions of similar effect. The provisions of this Section shall survive the termination or expiration of this Lease.

By its initials below, Tenant acknowledges it agrees with the statements contained in this section.

_____ Tenant's Initials

INDEMNITY: Tenant agrees to defend, indemnify and hold harmless Landlord, its respective officials, officers, employees, volunteers and agents (collectively, "Indemnified Parties") from and against any and all claims, including any and all claims relating to or arising from this Lease, any sublease, the Premises or Tenant's or its officials, officers, employees, volunteers, agents, guests, licensees, invitees, or subtenants' possession, use, occupancy, management, operation, repair, maintenance or control of the Premises, or any portion thereof, except for Landlord's willful or actively negligent acts, specifically including, without limitation, any loss, action, damages, liability, or expense (including attorneys' fees) arising by reason of the following:

- A. The death or injury of any person or persons, including Tenant or any person who is an official, officer, employee, volunteer, agent, guest, licensee, invitee, or subtenant of Tenant, or by reason of the damage or destruction of any property, including property owned by Tenant or any person who is an employee, agent, guest

or subtenant of Tenant, and caused or allegedly caused by either the condition of said premises, or some act or omission of Tenant or of some agent, contractor, employee, servant, guest or subtenant of Tenant on the Premises;

- B.** The willful or negligent act or omission of Tenant or Tenant's officials, officers, employees, volunteers, agents, guests, licensees, invitees, or subtenants (if applicable);
- C.** The breach, default, violation or nonperformance of this Lease by Tenant;
- D.** Tenant's failure to comply with any requirement of local, state or federal law or any requirement imposed by Landlord or by any duly authorized governmental agency or political subdivision.

Tenant must pay, satisfy and discharge any and all money judgments that may be recovered against any Indemnified Party in connection with the foregoing. Tenant's obligation hereunder shall survive termination of this Lease, and shall not be restricted to insurance proceeds, if any, received by any Indemnified Party.

Upon written request from an Indemnified Party, Tenant shall defend (with counsel acceptable to that Indemnified Party, in the Indemnified Party's discretion) any claim, including any claim relating to or arising from Tenant's possession, use, occupancy, management, operation, repair, maintenance or control of the Premises, lawsuit, administrative action or other proceeding brought against the Indemnified Party by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this Lease for which Tenant has an obligation to indemnify. Tenant shall pay all reasonable costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. The obligations of Tenant to this section .19 shall survive the expiration of the Term and termination this Lease.

- 39. TIME OF ESSENCE:** Time is of the essence of each and every provision of this Lease in which time is a factor.
- 40. EXECUTION IN COUNTERPARTS:** Counterpart originals of this Lease may be executed, each of which, and all of which together, shall constitute one-and-the same agreement.
- 41. POSSESSORY INTEREST TAX:** Landlord hereby informs Tenant that a form of property tax called a "possessory interest tax" may apply to Tenant's interest under this Lease. Tenant shall pay all such possessory interest taxes, as assessed to Tenant, before they become delinquent, and may submit proof of payment of such tax to Landlord for prompt reimbursement.
- 42. WAIVER OF RELIEF FROM FORFEITURE:** To the extent not prohibited by law, Tenant hereby waives and agrees not to assert any rights or benefits under California Code of Civil Procedure Section 1179 permitting a court to relieve a tenant from forfeiture of a Lease and restore him to or her to tenancy in the case of "hardship".

43. **COUNCIL AUTHORITY TO AMEND:** The Aliso Viejo City Manager (“City Manager”) shall have the authority (but not any obligation) to amend this Lease on behalf of the Landlord/City provided the amendment is express, in writing and executed by the City Manager and the Tenant.
44. **COMPLIANCE WITH LAWS:** Neither Tenant, nor Tenant’s guests or invitees, shall violate any law or commit or permit any waste, damage to, or nuisance in or about, the Premises, or in any way annoy any other tenant, or operate any business in or about the Premises, or do or keep anything in or about the Premises that will obstruct the common areas or usage thereof, or increase Landlord’s insurance premiums.
45. **NON-CURABLE BREACH OF AGREEMENT:** The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Agreement: (a) Police raid upon the Premises resulting in the arrest and conviction of Tenant for possession/sale/storage of any illegal narcotic/controlled substance/chemical or herbal contraband, in or about the Premises, or for aiding and abetting any family member, occupant, guest or visitor in any such activity; (b) Misrepresentation or material omission on Tenant’s Rental Application vitiating the tenancy.

(Signatures on Next Page)

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the date first written above.

LANDLORD:

CITY OF ALISO VIEJO,
a California municipal corporation

By: _____
David Doyle
City Manager

ATTEST:

Mitzi Ortiz

City Clerk

TENANT:

FAMILY ASSISTANCE MINISTRIES,
a California public benefit corporation

Print Name/Title: _____

Print Name/Title: _____

EXHIBIT “A”

FAM PROGRAM GUIDELINES



Interim Housing Guidelines

- o Resident:
- o Meets project eligibility requirements (applicant must have ties to the South Service Planning Area, with priority given to an applicant who lives, works, or attends an institution in Aliso Viejo)
- o Provides proof of income
- o Complies with occupancy standards (maximum person occupying the unit)
- o Follows application screening practices, such as:
 - o Credit reporting guidelines
 - o Eviction history or process
 - o Rental History
 - o Criminal history
- o Abides by the good neighbor policy and follow community rules and expectations
- o Meets rental obligation which is not to exceed 30% of total monthly income
- o Complies with expectations listed in sublease including occupancy limits, rental commitment, parking designations, use of community spaces, noise ordinance, etc.
- o Family Assistance Ministries:
- o Perform monthly unit visits in coordination with case management activities
- o Connect resident to support services to assist in increasing income and/or decreasing expenses
- o Support residents' goal to obtain permanent housing as quickly as possible and in no longer than 24 months
- o Maintain positive relationships with community members surrounding the rental unit.
- o Respond to concerns immediately or within 24 hours of receiving notice.
- o Provide support to furnish the rental unit with necessary living items, such a dining room table, chairs and beds for each resident.
- o Provide City of Aliso Viejo with quarterly updates or as requested.
- o Project Goals:
- o Collaborate with the City of Aliso Viejo to move families experiencing homelessness into safe housing options.
- o Rental unit is used to prioritize a family (up to 5 individuals) for up to 24 months to stabilize and gain access to permanent housing.
- o Progress towards housing will be supported and measured by a designated Case Manager. Case Manager will be trained in social services, trauma informed care, motivational interviewing and housing first to ensure quality services are provided to the program residents/participants.

EXHIBIT “B”

INCOME CERTIFICATION FORM

Income Certification Form

Page 18 of 29

NOTE TO TENANT: This form is designed to assist you in computing "Adjusted Income" in accordance with the method set forth in the United States Department of Housing and Urban Development ("HUD") Regulations at United States Code of Federal Regulations, Title 24, Part 5, Section 5.611. You should make certain that this form is at all times up-to-date with the HUD Regulations.

Re: **89 Playa Circle, Aliso Viejo, CA 92656**

Members of Household. I/We, the undersigned state that I/we have read and answered fully, frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

Names of Members of Household	Relationship to Head of Household	Age	Social Security Number	Place of Employment
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Adjusted Income Computation. The total anticipated annual income, calculated in accordance with the provisions of this Section 2, of all persons over the age of 18 years listed in Section 1 for the 12-month period beginning the date that: (i) I/we plan to move into a unit; or (ii) the date of this Certification, whichever is later, is \$ _____.

Annual income means all amounts, monetary or not, which:

Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

Which are not specifically excluded in paragraph (c) of this Section 2.

Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual income includes, but is not limited to:

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession

may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this Section 2);

Payments in lieu of earnings, such as unemployment and disability compensation, workers compensation and severance pay (except as provided in paragraph (c)(3) of this Section 2);

Welfare assistance payments.

Welfare assistance payments made under the Temporary Assistance for Needy Families (TAN) program are included in annual income only to the extent such payments:

Qualify as assistance under the TAN program definition at 45 C.F.R. 260.31; and

Are not otherwise excluded under paragraph (c) of this Section 2.

If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this Section 2).

Annual income does not include the following:

Income from employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

Lump-sum additions to family assets, such as inheritances, gifts, insurance payments (including payments under health and accident insurance and workers compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this Section 2);

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

Income of a live-in aide, as defined in 24 C.F.R. 5.403;

The full amount of student financial assistance paid directly to the student or to the educational institution;

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

- Amounts received under training programs funded by HUD;

Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for City or FAM, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the City Council. No resident may receive more than one such stipend during the same period of time;

Incremental earnings and benefits resulting to any family member from participation in qualifying California or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

Temporary, nonrecurring or sporadic income (including gifts);

Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

Adoption assistance payments in excess of \$480 per adopted child;

[Reserved]

Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;

Amounts received by the family in the form of refunds or rebates under California or local law for property taxes paid on the Unit;

Amounts paid by a California agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 C.F.R. 5.609(c) apply.

Capital Asset and Savings Information. Do the persons whose income or contributions are included in Section 2 above:

have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles and interests in Indian trust land)? ___ Yes ___ No; or

have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? ___ Yes ___ No

If the answer to (a) or (b) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000? ___ Yes ___ No

If the answer to (c) is yes, state:

the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy in the unit that you propose to rent: \$____; and

the amount of such income, if any, that was included in Section 2 above: \$_____

Full-Time Student Information.

Are all of the individuals who propose to reside in the unit full-time students*? ____Yes
____No

*A full-time student is an individual enrolled as a full-time student during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance and is not an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

If the answer to 4(a) is yes, is at least one of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return? ____Yes ____No

No Relationship With Owner or FAM. Neither myself nor any other occupant of the unit I/we propose to rent is an owner of the rental housing project in which the unit is located (hereinafter the "Owner"), has any family relationship to Owner or owns, directly or indirectly, any interest in the ownership. For purposes of this section, indirect ownership by an individual shall mean ownership by a family member, ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member, and ownership, direct or indirect, by a partner of the individual.

Certification of Accuracy of Information. This certificate is made with the knowledge that it will be relied upon by FAM to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and, based upon information I/we deem reliable and that the statement of total anticipated income contained in this Section 2 is reasonable and based upon such investigation as the undersigned deemed necessary. I/we acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with FAM to lease the unit and will entitle FAM to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate action or proceedings. I/we will assist FAM in obtaining any information or documents required to verify the statements made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

Housing Issuer Statistical Information (Optional--will be used for reporting purposes only):

Marital Status: _____

Race (Head of Household)

White _____ Asian _____ Hispanic _____
African-American _____ Native American _____ Other _____

Physical Disability: Yes _____ No _____

I/we declare under penalty of perjury under the laws of the United States of America and the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, _____ in the County of Orange, California.

Applicant

Applicant

[Signature of all persons over the age of 18 years listed in Section 2 above required]

FOR COMPLETION BY FAM ONLY:

Calculation of eligible income:

(a) Enter amount entered for entire household in Section 2: \$_____

(b) (1) If answer to Section 3(c) is “yes,” enter the total amount entered in paragraph 3(d)(1), subtract from that figure the amount entered in 3(d)(2) and enter the remaining balance (\$_____);

(2) Multiply the amount entered in Section 8(b)(1) times the current passbook savings rate to determine what the total annual earnings on the amount in Section 8(b)(1) would be if invested in passbook savings (\$_____), subtract from that figure the amount entered in Section 8(b)(1) and enter the remaining balance

(3) Enter at right the greater of the amount calculated under (1) or (2) above: \$_____;

(c) TOTAL ELIGIBLE INCOME
(Line 8(a) plus line 8(b)(3)): \$_____

The amount entered in Line 8(c):

_____ Qualifies the applicant(s) as a **[insert income category of Qualified Household.]**

_____ Does not qualify the applicant(s) as a Qualified Household.

Unit number assigned: _____

Rent: \$_____ monthly/annually

The unit specified in Section 10 above [was/was not] last occupied for a period of, at least, 31 consecutive days by persons whose aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the unit, qualified them as a Qualified Household that was a _____ Household (very low or lower income household).

Method used to verify applicant(s) income:

_____ Employer income verification.
_____ Copies of tax returns.
_____ Other (_____)

Management Agent

The undersigned employee has applied for a rental unit located in a project owned by the City of Aliso Viejo for persons of very low and lower income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____ Overtime _____ Bonuses _____
Commissions _____

Total current income _____

I hereby certify under penalty of perjury under the laws of the United States of America and the laws of the State of California that the statements above are true and complete to the best of my knowledge.

Signature

Date

Title

I hereby grant you permission to disclose my income to _____
in order that they may determine my income eligibility for rental of a residential property at 89
Playa Circle, Aliso Viejo, California.

Signature

Date

Please send to:

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify under penalty of perjury under the laws of the United States of America and the laws of the State of California that the information shown in such income tax returns is true and complete to the best of my knowledge.

Signature

Date

EXHIBIT "C"

Page 26 of 29

PET AGREEMENT

LANDLORD: City of Aliso Viejo, CA

TENANT: _____

PREMISES: 89 Playa Circle, Aliso Viejo, CA 92656

DOG(S): None

CAT(S): None

Breed(s): _____

Breed(s): _____

Name(s): _____

Name(s): _____

Tenant, in consideration of this agreement which is incorporated into the rental agreement, shall abide by the following terms, each of which is material:

1. Pet(s) allowed: The only pet(s) which the tenant shall keep on the premises are described above.
2. Repair and/or Replacement: Tenant shall either, at the sole election of the landlord, repair in a workmanlike manner or reimburse the landlord for the costs of said repair, upon a demand contained in a three day notice to perform or quit, any damages to the premises or its furnishings and improvements, caused by the pet(s).
3. Dogs: Dogs must be neutered. Dogs must be leashed, at all times, outside the premises. Dogs shall not be allowed to defecate on or about the premises. Any such defecation must be immediately removed and either wrapped or bagged. Unwrapped defecation shall not be placed in any trash container. Dogs must not bark or howl or in any way become a nuisance or threat to the other tenants of the premises. Dogs shall be kept free of fleas and tenant is responsible for the costs of any and all flea infestation treatment which may be required, at the sole discretion of the landlord. Tenant represents that their dog(s) is/are housebroken.
4. Cats: Cats must be neutered. Cats must be kept inside the premises at all times unless the premises is a single-family dwelling. A litter box must be maintained inside the premises and it must be kept clean. Litter must be bagged before being placed into trash.
5. Feeding: No pet may be fed outside the dwelling unit or fed over any uncovered carpeting.
6. Laws and ordinances: Tenant shall obey all pertinent laws and ordinances.
7. Breach of Covenant: The breach of any covenant of this agreement, following the service of a three day notice to perform or quit on the tenant, shall be deemed a material breach

of the rental agreement and will entitle the landlord to restitution of the premises, and such other damages as may be recoverable pursuant to the terms of the rental agreement.

8. Unattended Pet: No pet shall be left unattended for more than twenty-four hours. When tenant is on vacation or away from the premises for more than twenty-four hours, the pet must be taken to a pet care facility. Strangers to the tenancy shall not be allowed to enter the premises to care for the pet.
9. Abandonment of Pet: Any pet left at the premises following either voluntary vacation by the tenant or lockout pursuant to court order shall be deemed abandoned. The landlord has no responsibility for the care, feeding, and maintenance of the pet, and may immediately turn the pet over to any local animal control authority.
10. Complete Agreement: This is the complete agreement between the parties concerning pet(s).
11. Modification of Agreement: This agreement may only be modified by an agreement in writing signed by both parties.
12. Waiver: The acceptance of rent by the landlord from the tenant after a breach or purported breach of this agreement shall not be considered a waiver of any covenant herein.
13. Indemnity and Hold Harmless: The tenant shall indemnify the landlord and hold the landlord harmless from any and all damages, inconveniences, and nuisance which may be caused by the pet, and will reimburse landlord for all expenses occasioned thereby.
14. Liability insurance covering injuries or damages caused by Tenant's pet(s), with a minimum limit per incident as specified by Landlord, showing Landlord as an additional insured, shall be purchased by Tenant and kept in effect during the tenancy on Landlord's demand.

Tenant

Date

Tenant

Date

Landlord

Date

EXHIBIT "D"

RULES AND REGULATIONS

1. Landlord is not responsible for providing any security, and shall not be responsible for fire, theft of personal property, including jewelry, money, apparel or other items in the Premises, storage areas, carports, garages, common area or mailboxes.
2. No unnecessary noise is allowed at any time. All musical instruments, television sets, radios, stereos, etc. are to be played only at a volume that does not disturb neighbors and other residents.
3. All appliances including garbage disposal and dishwasher are to be operated only in accordance with factory recommendations, instructions delivered to you or posted instructions.
4. No alterations may be done without prior written consent from Landlord. Any drapes and carpets must be given good care and kept free of spots, burns and other damage. Notwithstanding the foregoing, if a Tenant paints a unit, upon move-out, the Tenant must re-paint the unit in its original color, or will be held financially liable for the cost of re-painting the unit.
5. Cost of repairs to or stoppage of, waste pipes or drains, water pipes, plumbing fixtures or overflow therefrom caused by negligent or improper usage, or the introduction of foreign articles or materials into the system, will be the responsibility of and must be paid for by the Tenant.
6. No rugs, towels, articles of clothing or other such items are to be draped over the rails of balconies, and no mops or rugs are to be shaken from same or through window openings.
7. The storage of gasoline or other combustibles is prohibited.
8. Residents are responsible for the conduct of their licensees, guests and contractors and the adherence to these rules at all times. Intoxication, disorderly conduct, objectionable language or other disturbance by residents or visitors are not permitted.
9. No trash or other material may be accumulated that will create a hazard or be in violation of any health, fire or safety ordinance or regulation. Premises must be kept clean and sanitary and free from objectionable odors.
10. Vehicles parked in violation of the Lease may be towed away at the Tenant's expense.
11. No personal belongings, including bicycles, equipment or other items may be placed in halls, stairways or any common areas except in areas where expressly allowed by posted signage.

CITY OF ALISO VIEJO

FAM IS HONORED TO CONTINUE OUR PARTNERSHIP IN PREVENTING AND ENDING HUNGER AND HOMELESSNESS FOR ALISO VIEJO RESIDENTS. EACH RESIDENT WHO CONNECTS WITH FAM FIND A CUSTOMIZED PLAN THROUGH CASE MANAGEMENT, PROVISION OF FOOD, PERSONAL CARE ITEMS, DIAPERS, RENTAL AND UTILITY ASSISTANCE.

WE'D LIKE TO SHARE SOME CURRENT INFORMATION ABOUT THE ONGOING NEEDS OF ALISO VIEJO RESIDENTS POST PANDEMIC.

MARCH - JANUARY 2023

RESIDENTS SERVED	333
HOUSEHOLDS SERVED	149
CHILDREN SERVED	139
ENCOUNTERS WITH PEOPLE	2,381
SENIORS SERVED	78

MARCH - JANUARY 2024

RESIDENTS SERVED	383
HOUSEHOLDS SERVED	139
CHILDREN SERVED	132
ENCOUNTERS WITH PEOPLE	6,143
SENIORS SERVED	73

CITY OF ALISO VIEJO RESIDENTS

107,009

MEALS PROVIDED

48

NEW HOUSEHOLDS

128,411

POUNDS OF FOOD

FAM HAS A FULL HOUSING CONTINUUM TO INCLUDE FORTY-SIX BEDS AT FAMILY HOUSE, THE ONLY EMERGENCY SHELTER FOR FAMILIES IN SOUTH ORANGE COUNTY SERVING SINGLE DADS, SINGLE MOMS, DUAL PARENT HOUSEHOLDS AND PREGNANT WOMEN; TWELVE-BED GILCHRIST HOUSE SHELTER FOR HOMELESS WOMEN AND HOMELESS MOTHERS WITH CHILDREN WITHIN 22 MILES ; PERMANENT HOUSING SUPPORT, RENTAL ASSISTANCE TO AVOID EVICTION AND UTILITY ASSISTANCE TO AVOID SHUT-OFF OR RESUME SERVICES.

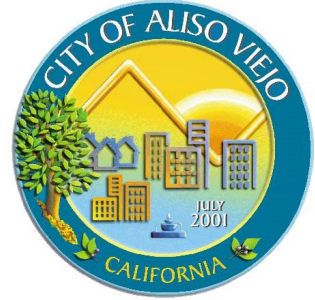
SANDRA'S STORY



JANETTE WAS A DOMESTIC VIOLENCE VICTIM WHO NEEDED EXTRA SUPPORT DUE TO THE TRAUMA SHE HAD EXPERIENCED. SHE ENTERED FAM'S 3-MONTH EMERGENCY SHELTER PROGRAM WITH HER CHILD WHERE SHE BEGAN WORKING WITH HER CASE MANAGER. WITH HELP, SHE SUCCESSFULLY OBTAINED A TRANSITIONAL HOUSING OPPORTUNITY. WHILE IN THE HOUSING PROGRAM, SHE STARTED WORKING FULL-TIME AND WAS ABLE TO INCREASE HER INCOME, A CRUCIAL STEP ON HER PATH TO SELF-SUFFICIENCY. AFTER TWO YEARS, SHE WAS ABLE TO TRANSITION FROM THE TEMPORARY HOUSING OPPORTUNITY INTO PERMANENT HOUSING, WHERE SHE IS HAPPILY LIVING TODAY.

City of Aliso Viejo

AGENDA ITEM



DATE: February 21, 2024

TO: Mayor and City Council

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

SUBJECT: PLANNING APPLICATION PA22-005 - AN ORDINANCE OF THE CITY COUNCIL OF ALISO VIEJO, CALIFORNIA AMENDING TITLE 15 OF THE ALISO VIEJO MUNICIPAL CODE TO ALLOW POLE SIGNS IN COMMERCIAL SHOPPING CENTERS LOCATED ALONG STATE ROUTE 73, A REQUEST FOR A MASTER SIGN PROGRAM AND AN EXCEPTION PERMIT FOR PARKING LOCATED AT 26852-27072 LA PAZ ROAD (APPLICANT: TARGET)

Recommended Action:

Receive and file the Applicant's request to withdraw the Master Sign Program and Exception Permit for a pole sign at 26852-27072 La Paz Road.

Discussion:

On January 17, 2024, the City Council reviewed an application for a pole sign at the Target shopping center and continued the matter to February 21, 2024, directing the Applicant to submit a study related to pole signs and to process the remaining signs for the shopping center administratively.

On February 5, 2024, the Applicant submitted a written request to withdraw the pole sign request. Aliso Viejo Municipal Code Section 15.70.040(D) provides that "when an application is withdrawn, such action is effective immediately and is not subject to appeal". Therefore, the application is null and void.

Attachment:

1. Applicant's Withdrawal Letter

2-5-24

City of Aliso Viejo
Attn: Rose Rivera

SUBJECT: PLANNING APPLICATION PA22-005 (ZCA/MSP/EP)

Hello,

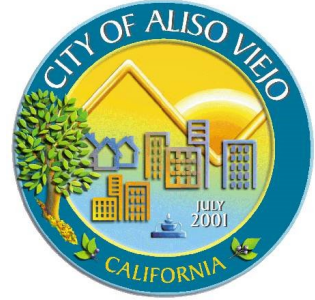
This letter is to request to withdraw the ZCA application for PA22-005 for the specific plan amendment. We will no longer be moving forward with this application. If you have any questions, please feel free to contact me.

Ryan Ybarra
The Signs & Services Company
10980 Boatman Ave, Stanton, CA 90680
951-310-2896
RyansPermits@gmail.com

A handwritten signature in cursive script that reads "Ryan Ybarra".

City of Aliso Viejo

AGENDA ITEM



DATE: February 21, 2024

TO: Mayor and City Council

FROM: Cindy Collins, Interim Recreation & Community Services Manager

SUBJECT: ALISO VIEJO RANCH FEES

Recommended Actions:

1. Conduct a Public Hearing;
2. Adopt a Resolution approving the Fee Schedule for facility rentals at Aliso Viejo Ranch; and
3. Authorize the City Manager to approve the FY 2024-25 Fee Schedule and to approve the annual fee adjustments in accordance with the Annual Consumer Price Index, All Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim.

Fiscal Impact:

The total annual budget for the Recreation Department includes salaries and benefits for all recreation staff, administration, maintenance, and program costs for the Aliso Viejo Ranch. Programs currently provided at the Ranch include contract classes, day camps, and facility rentals.

Staff analyzed annual costs specifically related to operations for the Aliso Viejo Ranch Facility Rental Program, which provides indoor and outdoor space for private events. These costs include a percentage of full-time staff and part-time salaries and benefits, a percentage of the utilities, grounds and building maintenance and debt service, as well as direct operation costs. Total costs attributed to the Facility Rental Program are estimated at \$1,074,298 annually.

The projected revenues for FY 2023-24 are \$457,000 for the rental of the buildings and/or patio venues and \$131,134 for accessory costs for a total amount of \$588,134. The current cost recovery is 54% for the facility rental program including debt services allocation, staff wages and benefits, and program-related operational costs.

The projected revenues, should the Council adopt the proposed fee schedule, would increase revenues for the facility rental to \$635,247 and accessory rental revenue would

remain the same amount at \$131,134 for a total projected revenue of \$766,381. This would increase the cost recovery to 71%.

The proposed fee schedule, should the Council approve, would be implemented July 1, 2024, and staff will evaluate the City's fee structure compared to other facilities in the marketplace every few years. The fee schedule includes authorization for the City Manager to adjust the fee schedule annually, in accordance with the Annual Consumer Price Index, All Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim. (CPI-W). Any adjustments beyond CPI will be presented to Council for consideration.

Background:

The Aliso Viejo Ranch (AV Ranch) building rental program fees were approved by the City Council in May of 2020 and the actual rental program was implemented in 2021 when the facility opened. The AV Ranch allows the general public, non-profit, and public agencies to use the Barn and surrounding patio spaces for private rental occasions and events. The program has been in operation for three years and has gained popularity and a reputation as a unique wedding and special occasions venue.

Discussion:

In FY 2023-24, the facility is projected to host 112 private rentals producing facility rental revenues of \$457,000 and accessory revenues of \$131,131 totaling \$588,134. The best operating practices recommend that every three years an evaluation of costs and fees should be conducted to ensure the business model is updated and is relative to the marketplace. Staff conducted a thorough cost analysis, determined fee adjustments, and conducted a market study to ensure the fee adjustments would place the fees appropriately in the marketplace. The facility comparisons criteria included a reception hall, ceremony space, a kitchen, 200 guests, and located within a 25-mile radius of AV Ranch.

Staff began the comparison study by reviewing surrounding Cities' community centers. It was determined that the unique characteristics of the AV Ranch and the market that was attracted to the Ranch were typically not the same as multi-purpose community centers. The surrounding Cities' community center rental rates are less costly compared to AV Ranch; however, AV Ranch volume of wedding and special occasion rentals is drastically higher. The market seeking the AV Ranch typically is shopping for a unique atmosphere and more private space. Staff refocused the comparison to include facilities that were in our market arena and shared more specific criteria. Five sites were identified, which included public and private facilities, all of which had similar characteristics to Aliso Viejo Ranch. However, two of the five required mandatory use of in-house catering, which inflates the cost but were included because the facilities met the criteria of all the other comparisons. Excluding the two facilities, the other three venues' comparison fee range based upon the criteria was between \$7,000-\$8,950. The AV Ranch proposed fee schedule would increase the current average rental rate from \$5,717 to \$8,350. The

current cost recovery is 54% and the proposed increases would elevate the cost recovery to 71% (Note: the cost recovery percentage includes \$321,000 toward annual debt service of approximately \$650,000). The fee adjustments that are proposed include flat rate adjustments for outdoor patio venues and an approximate 10% increase for the Barn (rounding created slight differential).

The proposed fee schedule continues to bifurcate non-resident rates and resident rates. However, the current fee schedule for resident rates differential ranges from 22% less up to 50% less depending on the location. The proposed fee schedule recommends a consistent 30% differential for residential rental rates. The fee schedule includes an option package to encourage barn and Western Patio rental combinations. A discounted rate of 50% for the Western Patio is provided with the rental of Half Barn, $\frac{3}{4}$ Barn, or the Full Barn. Another option that has been added to the fee schedule provides residents the opportunity to rent the Western Patio and Barn on Fridays, Saturdays, and Sundays from 9:00 am to 3:30 pm (standard weekend business hours) for birthday parties and other occasions.

The historical rental pattern is that non-residents encompass 80% of the rentals and 20% of the rentals are residents. Non-profit and public agency rentals are less than .05%. Non-profit and public agency rates will remain the same. In FY 2023-24 the Ranch is projected to host 112 private rental occasions and events and 5 non-profit/public agency events.

The proposed fee schedule, if adopted by the City Council, would be implemented July 1, 2024, and the City Manager would be authorized to approve adjustments in accordance with the Annual Consumer Price Index, All Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim (CPI-W). The adjustment to the fees based upon the CPI-W annually will provide balancing of costs, cost recovery and staying current in the marketplace.

Public Notice:

A public hearing notice was published in the Laguna Niguel News and posted on the City's website.

City Attorney:

Reviewed by city attorney's office.

Attachments:

1. Resolution
2. Fee Schedule
3. PowerPoint Presentation

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADOPTING FEES FOR FACILITY RENTALS AT ALISO VIEJO RANCH

WHEREAS, the City has established Aliso Viejo Ranch, which includes grounds for private parties to reserve for events and other activities; and

WHEREAS, the City has determined that there are costs associated with booking, hosting, and maintenance of the grounds for such use and the City intends to increase the fees charged to recover such costs; and

WHEREAS, pursuant to Government Code section 66016, two notices of the public hearing were published in a newspaper at least 10 days before the hearing, and the public notice noted that at least 10 days before this Council meeting, the City made publicly available the data indicating the proposed fee amount; and

WHEREAS, it is the intention of the City Council that the permit fee set forth herein shall cover, but not exceed, the estimated reasonable cost of providing the service for which the fee is charged.

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

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The City Council finds that this Resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4) as the project relates to the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

SECTION 3. No Fees shall be charged for use of the facilities by groups deemed to be City departments, City committees, City commissions, City boards, City officials, and otherwise City sponsored carrying out official business and groups conducting activities under the provisions of any lease or agreement separately approved by the City Council. The hourly fees for all other activities at Aliso Viejo Ranch are shown in Exhibit A to this Resolution. In order to maintain City facilities in good condition and provide fair access to potential renters there is no waiving of fees. Fees will automatically be adjusted annually in accordance with the Annual Consumer Price Index, All Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim.

SECTION 4. The City Manager or his designee shall be responsible for administering this policy and shall develop appropriate rental forms, scheduling procedures, and general facility use rules and regulations necessary to administer it. Additional fees may be required for City personnel and/or equipment used in conjunction with the rental of these facilities and shall be established by the City Manager. The City Manager or his designee shall review said fees on an annual basis and revise as deemed necessary to reflect changing operational costs. The City has first right of refusal for any rental and the power to cancel rental agreement if the facility is needed for an official function.

SECTION 5. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 6. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Aliso Viejo City Hall, 12 Journey, Aliso Viejo, California 92656. The City Clerk is the custodian of the record of proceedings.

SECTION 7. Within five (5) working days after the passage and adoption of this Resolution, the City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed project.

SECTION 8. This Resolution shall take effect July 1, 2024.

PASSED, APPROVED AND ADOPTED this 21st day of February 2024.

Mike Munzing
Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith
City Attorney

Mitzi Ortiz, MMC
City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024-__ was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 21st day of February 2024, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

MITZI ORTIZ, MMC
CITY CLERK

NEW BARN			
A- Quarter (672 sf)	2 Hour Minimum Rental for Resident Business Hour Rental - 4 Hour Minimum for all other rentals		
	RESIDENT (M-TH, 7:30am-5:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun)	NON-RESIDENT
City Sponsored	\$0	\$0	N/A
School District	N/A	\$43	\$87
501 © 3 Non-Profit	N/A	\$74	\$146
Private	\$69	\$88	\$175
Commercial	\$98	\$123	\$247
B- Half (1344 sf)	2 Hour Minimum Rental for Resident Business Hour Rental - 4 Hour Minimum for all other rentals		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
City Sponsored	\$0	\$0	N/A
School District	N/A	\$64	\$121
501 © 3 Non-Profit	N/A	\$101	\$158
Private	\$121	\$150	\$208
Proposed Private Rates	\$121	\$160	\$230
1/2 Barn + Western Patio	N/A	\$260	\$380
Commercial	\$168	\$210	\$267
C- 3/4 Barn (2136 sf)	2 Hour Minimum Rental for Resident Business Hour Rental - 4 Hour Minimum for all other rentals		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
City Sponsored	\$0	\$0	N/A
School District	N/A	\$86	\$171
501 © 3 Non-Profit	N/A	\$128	\$213
Private	\$171	\$213	\$299
Proposed Private Rates	\$171	\$230	\$330
3/4 Barn + Western Patio	N/A	\$330	\$480
Commercial	\$237	\$297	\$382
D- Full (3480)	2 Hour Minimum Rental for Resident Business Hour Rental - 4 Hour Minimum for all other rentals		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
City Sponsored	\$0	\$0	N/A
School District	N/A	\$114	\$228
501 © 3 Non-Profit	N/A	\$171	\$286
Private	\$228	\$286	\$399
Proposed Private Rates	\$228	\$310	\$440
Full Barn + Western Patio	N/A	\$410	\$590
Commercial	\$319	\$399	\$513
COURTYARD	4 Hour Minimum Rental		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
City Sponsored	\$0	\$0	N/A
School District	N/A	\$86	\$171
501 © 3 Non-Profit	N/A	\$114	\$228
Private	N/A	\$143	\$257
Proposed Private Rates	N/A	\$200	\$280
Commercial	N/A	\$286	\$399
WESTERN PATIO	2 Hour Minimum Rental for Resident Business Hour Rental - 4 Hour Minimum for all other rentals		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
City Sponsored	\$0	\$0	N/A
School District	N/A	\$28	\$57
501 © 3 Non-Profit	N/A	\$45	\$91
Private	N/A	\$57	\$114
Proposed Private Rates	\$57	\$200	\$295
Commercial	N/A	\$137	\$274
CATERING KITCHEN	4 Hour Minimum Rental		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
City Sponsored	\$0	\$0	N/A
School District	N/A	\$23	\$45
501 © 3 Non-Profit	N/A	\$28	\$57
Private	N/A	\$57	\$114
Proposed Private Rates	N/A	\$135	\$195
Commercial	N/A	\$114	\$228
GREENROOMS	Flat Rate		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
City Sponsored	\$0	\$0	N/A
School District	N/A	\$28	\$57
501 © 3 Non-Profit	N/A	\$57	\$114
Private	N/A	\$86	\$171
Proposed Private Rates	N/A	\$300	\$425
Commercial	N/A	\$114	\$228
FRONT PATIO	4 Hour Minimum Rental		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
City Sponsored	\$0	\$0	N/A
School District	N/A	\$28	\$57
501 © 3 Non-Profit	N/A	\$45	\$91
Private	N/A	\$57	\$114
Proposed Private Rates	N/A	\$135	\$195
Commercial	N/A	\$137	\$274
CORRAL PATIO	4 Hour Minimum Rental		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
City Sponsored	\$0	\$0	N/A
School District	N/A	\$28	\$57
501 © 3 Non-Profit	N/A	\$45	\$91
Private	N/A	\$57	\$114
Proposed Private Rates	N/A	\$135	\$195
Commercial	N/A	\$137	\$274

Comparable Venues

Cost	The Casino San Clemente	Dove Canyon Courtyard	Lake Forest Community Center	Newport Dunes	The Tea House on Los Rios	AV RANCH PROJECTED (Non-Res)	AV RANCH PROJECTED (Res)
Venue Fee	\$8,500.00	\$7,000.00	\$480-\$150+\$35 per hour for Courtyard, Full Reception and Kitchen	\$4,000.00	\$7,000.00	\$7,150.00	\$5,035.00
Security	\$30 Per Hour/75 Guests	Not Disclosed	Not disclosed (required but vary by vendor)	Not Disclosed	Not Disclosed	\$900 (\$50x2 guards)	\$900 (\$50x2 guards)
Additional Costs	Price of food per person from their preferred list	\$500 Day of Coordinator/\$500 Bartender	\$25/hr per staff member, Alcohol 10% for events with alcohol	\$70 Per Person food and alcohol	\$199 Per Person food and alcohol	\$300 (cleaning fee)	\$300 (cleaning fee)
Total for 200 Person Wedding	\$8,950.00	\$8,000.00	\$7,483 (not including security)	\$18,000.00	\$39,800.00	\$8,350.00	\$6,235.00
Other Information							
Event Timeframe Included	5 Hour Event Time	5 Hour Event Time	5 hour event time	5 Hour Event Time	5 Hour Event Time	5 Hour Event Time	5 Hour Event Time
1-200 Guests	Up to 375	Up to 250	Reception space up to 330, Ceremony Space up to 200	Up to 400	Up to 200	Up to 200	Up to 200
200+ Guests	Up to 375	Up to 250	Reception space up to 330, Ceremony Space up to 200	Up to 400	Up to 200	Up to 200	Up to 200
Outside Food Permitted	No	Yes	Yes	No	No	YES	YES
Wedding Coordinator Required	Yes	Yes	Not Disclosed	Yes	Yes (\$1,200 additional for in house)	YES	YES
Venue Type	Indoor/Outdoor	Outdoor Only	Indoor Reception (MPR Style Room), Outdoor Ceremony	Outdoor Only	Outdoor Only	INDOOR/OUTDOOR	INDOOR/OUTDOOR

Events Booked

FISCAL YEAR		Resident	Non-Resident	TOTAL	
FY20-21	Wedding	12	49	61	Wedding
	Parties/Celebrations	6	4	10	Parties/Celebrations
	Meetings/Community Events	1	3	4	Meetings/Community Events
	Meetings	0	0	0	Meetings
	Non-Profit Events	0	2	2	Non-Profit Events
	Community Events	1	1	2	Community Events
FY21-22	Wedding	21	86	107	Wedding
	Parties/Celebrations	21	7	28	Parties/Celebrations
	Meetings	0	1	1	Meetings
	Non-Profit Events	0	2	2	Non-Profit Events
	Community Events	2	2	4	Community Events
FY22-23	Wedding	16	71	87	Wedding
	Parties/Celebrations	13	6	19	Parties/Celebrations
	Meetings	3	1	4	Meetings
	Non-Profit Events	2	5	7	Non-Profit Events
	Community Events	3	0	3	Community Events
FY23-24	Wedding	8	33	41	Wedding
	Parties/Celebrations	1	2	3	Parties/Celebrations
	Meetings	2	0	2	Meetings
	Non-Profit Events	2	2	4	Non-Profit Events
	Community Events	0	0	0	Community Events
		14.25	59.75	74	Wedding
		10.25	4.75	15	Parties/Celebrations
		1.5	1.25	2.75	Meetings
		1	2.25	3.25	Non-Profit Events
		1.25	1	2.25	Community Events

Events Hosted

FISCAL YEAR		Resident	Non-Resident	TOTAL	
FY20-21	Wedding	0	6	6	Wedding
	Parties/Celebrations	2	1	3	Parties/Celebrations
	Meetings	1	2	3	Meetings
	Non-Profit Events	0	0	0	Non-Profit Events
	Community Events	0	0	0	Community Events
	City Sponsored	2	0	2	City Sponsored
	Recreation Events	1	0	1	Recreation Events
FY21-22	Wedding	21	46	67	Wedding
	Parties/Celebrations	13	9	22	Parties/Celebrations
	Meetings	4	1	5	Meetings
	Non-Profit Events	1	2	2	Non-Profit Events
	Community Events	1	1	2	Community Events
	City Sponsored	11	0	11	City Sponsored
	Recreation Events	8	0	8	Recreation Events
FY22-23	Wedding	16	63	79	Wedding
	Parties/Celebrations	13	10	23	Parties/Celebrations
	Meetings	1	2	3	Meetings
	Non-Profit Events	0	5	5	Non-Profit Events
	Community Events	4	2	6	Community Events
	City Sponsored	3	0	3	City Sponsored
	Recreation Events	6	0	6	Recreation Events
FY23-24	Wedding	11	38	49	Wedding
	Parties/Celebrations	3	3	6	Parties/Celebrations
	Meetings	8	0	8	Meetings
	Non-Profit Events	0	1	1	Non-Profit Events
	Community Events	0	0	0	Community Events
	City Sponsored	3	0	3	City Sponsored
	Recreation Events	3	0	3	Recreation Events
		12	38.25	50.25	Wedding
		7.75	5.75	13.5	Parties/Celebrations
		3.5	1.25	4.75	Meetings
		0.25	1.75	2	Non-Profit Events
		1.25	0.75	2	Community Events
		4.75	0	4.75	City Sponsored
		4.5	0	4.5	Recreation Events

COST RECOVERY RENTAL PROGRAM BUDGET & EXPENSES								
SALARIES/BENEFITS	MANAGER	SUPERVISOR	COORDINATOR	RENTAL SPECIALIST	CONTRACT CLASS SPECIALIST	PART TIME SALARIES	PART TIME BENEFITS	TOTAL
20% TOTAL SALARY	\$54,139.00	N/A	N/A	N/A	\$28,441.00	N/A	N/A	
25% TOTAL SALARY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
50% TOTAL SALARY	N/A	\$93,261.00	N/A	N/A	N/A	N/A	N/A	
60% TOTAL SALARY	N/A	N/A	\$97,317.00	N/A	N/A	N/A	N/A	
75% TOTAL SALARY	N/A	N/A	N/A	\$85,323.00	N/A	N/A	N/A	
FRIDAY (7AM-2PM X 2 STAFF) (10AM-7PM X 1 STAFF) (2PM-12AM X 2 STAFF) x 48 WEEKENDS	N/A	N/A	N/A	N/A	N/A	\$51,600.00	N/A	
SATURDAY (7AM-2PM X 2 STAFF) (10AM-7PM X 1 STAFF) (2PM-12AM X 2 STAFF) x 48 WEEKENDS	N/A	N/A	N/A	N/A	N/A	\$51,600.00	N/A	
SUNDAY (7AM-2PM X 2 STAFF) (10AM-7PM X 1 STAFF) (2PM-12AM X 2 STAFF) x 48 WEEKENDS	N/A	N/A	N/A	N/A	N/A	\$51,600.00	N/A	
FULL COST	\$54,139.00	\$93,261.00	\$97,317.00	\$85,323.00	\$28,441.00	\$154,800.00	\$10,836.00	\$524,117.00
BUILDING & GROUND MAINTENANCE (FULL)	PROJECTED TOTAL FY23/24	3/7 DAYS UNLESS OTHERWISE NOTED						
CABINETS	\$3,643.00							
HVAC	\$6,429.00							
JANITORIAL	\$28,286.00							
LANDSCAPE- NIEVES	\$15,000.00							
LIGHTING- PEAK	\$1,286.00							
LOCKSMITH	\$429.00							
MISC. REPAIRS	\$5,529.00							
PARTITION DOORS	\$4,286.00							
PLANT MAINTENANCE	\$600.00							
PLUMBING	\$857.00							
PVM	\$4,286.00							
RANCH- TREE TRIMMING	\$4,071.00							
WAXIE SUPPLIES	\$2,571.00							
BUILDING & GROUND MAINTENANCE COST								\$77,273.00
TECH SERVICES (FULL)	PROJECTED TOTAL FY23/24	3/7 DAYS UNLESS OTHERWISE NOTED						
ACCESS POINTS & LICENSING	\$5,846.00							
ADOBE PRO	\$1,395.00	50%						
AMAZON BUSINESS	\$77.00							
AMERICOMP (PRINTERS)	\$257.00							
AMERICOMP TONER	\$514.00							
APPLE TV	\$43.00							
CANVA	\$200.00	50%						
CIVICREC	\$2,250.00	50%						
DOCUSIGN	\$4,435.00	100%						
DROPBOX	\$43.00							
GRAMERLY	\$64.00							
RICOH COPIES & SUPPLIES	\$1,286.00							
SOCIAL TABLES	\$3,205.00	100%						
SOUNDTRACK YOUR BUSINESS	\$163.00							
WEDDING PRO	\$7,500.00	100%						
WHENTOWORK	\$129.00							
YOUTUBE TV	\$729.00							
MISC. MAINTENANCE	\$2,143.00							
TECH SERVICES COST								\$30,279.00
RENTAL SPECIFIC EXPENSES	PROJECTED TOTAL 23/24							
NOISE ASSESSMENT/PREVENTION	\$6,300.00							
LINEN DRY CLEANING/REPLACEMENT	\$28,000.00							
BROCHURE	\$4,500.00							
SECURITY	\$40,557.00							
TOTAL								\$79,357.00
RENTAL FACILITY EXPENSES	PROJECTED TOTAL 23/24							
FURNITURE REPLACEMENT	\$12,000.00							
UTILITIES	\$28,000.00							
DEBT SERVICES	\$321,000.00							
GARDA	\$2,272.00							
TOTAL								\$363,272.00
OPERATIONS TOTAL								\$1,074,298.00
RENTAL EQUIPMENT REVENUE	PROJECTED TOTAL 23/24							
LINENS	-\$37,065.00							
SECURITY	-\$48,669.00							
PODIUM & A/V EQUIPMENT	-\$2,200.00							
CLEANING FEE	-\$43,200.00							
PROJECTED REVENUE TOTAL								-\$131,134.00
PROJECTED RENTAL REVENUE WITH PROPOSED INCREASE	PROJECTED TOTAL 23/24							
PROJECTED RENTAL REVENUE	-\$457,000.00							
FLAT RATE ADJUSTMENT INCREASE PROJECTION	-\$147,247.00							
10% ADJUSTMENT INCREASE PROJECTION	-\$31,000.00							
PROJECTED REVENUE TOTAL								-\$635,247.00
COST RECOVERY PROJECTION	PROJECTED TOTAL 23/24	EXPENSES	REVENUES					
TOTAL								\$943,164.00
PERCENT COST RECOVERY		\$1,074,298.00	\$766,381.00					71.34%
TOTAL CURRENT								
PERCENT COST RECOVERY (CURRENT)		\$1,074,298.00	\$588,134.00					54.75%



ALISO VIEJO RANCH FEE ASSESSMENT

ALISO VIEJO RANCH RENTAL OPERATING COST

- Annual operating cost for the Aliso Viejo Ranch Facility Rental Program is **\$1,074,298**.
 - Includes debt service amount (\$321,000), allocated FT and PT salaries/benefits, Building & Ground Maintenance
- Current projected revenues based on the FY 2023-2024 is **\$588,134**.
 - The current cost recovery amounts to 54%.
- Projected revenues, should Council approve the proposed fee schedule, would increase projected revenue for the facility rental to **\$766,381**.
 - This would increase cost recovery amounts to 71%.

ALISO VIEJO RANCH COMPARABLE VENUES

- Comparable styled venues found in a
 - 20 square mile radius
 - 5 hours of event time
 - 200 guest count accommodations
 - Rented spaces for a full on-site wedding
- Current Rental Costs
 - \$5,717 average cost for a full Non-Resident Occasions and Events
- Proposed Rental Costs
 - \$8,350 average cost for a full Non-Resident Occasions and Events after proposed changes
- 80% of all rentals account for Non-Resident Occasions and Events

ALISO VIEJO RANCH COMPARABLE VENUES

Cost	The Casino San Clemente	Dove Canyon Courtyard	Lake Forest Community Center	Newport Dunes*	The Tea House on Los Rios*	AV RANCH CURRENT (Non-Res)	AV RANCH PROJECTED (Non-Res)
Total Venue Cost	\$8,950.00	\$8,000.00	\$7,483.00	\$18,000.00	\$39,800.00	\$5,717.00	\$8,350.00

*Cost includes mandatory in-house catering services required through venue (calculated at 200 attendees)

- \$8,145 average rental cost for local comparable venues without in-house catering services required.

PROPOSED PROGRAM CHANGES

- Resident rates for business hour rentals will now extend throughout the weekend.
- Special rate for Western Patio when booked in combination with the indoor barn space.

ALISO VIEJO RANCH SITE MAP



PROPOSED RATE CHANGES NEW BARN

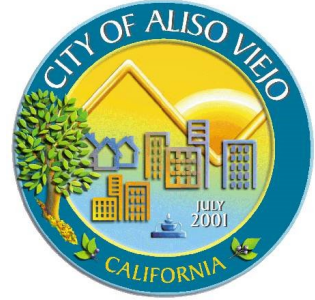
B- Half (1344 sf)			
2 Hour Minimum Rental for Resident Business Hour Rental - 4 Hour Minimum for all other rentals			
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
Private - Current Fees	\$121	\$150	\$208
Proposed Private Rates	\$121	\$160	\$230
Half Barn + Western Patio	N/A	\$260	\$380
C- 3/4 Barn (2136 sf)			
2 Hour Minimum Rental for Resident Business Hour Rental - 4 Hour Minimum for all other rentals			
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
Private - Current Fees	\$171	\$213	\$299
Proposed Private Rates	\$171	\$230	\$330
3/4 Barn + Western Patio	N/A	\$330	\$480
D- Full (3480)			
2 Hour Minimum Rental for Resident Business Hour Rental - 4 Hour Minimum for all other rentals			
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
Private – Current Fees	\$228	\$286	\$399
Proposed Private Rates	\$228	\$310	\$440
Full Barn + Western Patio	N/A	\$410	\$590
CATERING KITCHEN			
4 Hour Minimum Rental			
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
Private - Current Fees	N/A	\$57	\$114
Proposed Private Rates	N/A	\$135	\$195
GREENROOMS			
Flat Rate			
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
Private - Current Fees	N/A	\$86	\$171
Proposed Private Rates	N/A	\$300	\$425

PROPOSED RATE CHANGES FLAT RATE ADJUSTMENTS

COURTYARD	4 Hour Minimum Rental		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
Private - Current Fees	N/A	\$143	\$257
Proposed Private Rates	N/A	\$200	\$280
WESTERN PATIO	2 Hour Minimum Rental for Resident Business Hour Rental - 4 Hour Minimum for all other rentals		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
Private - Current Fees	N/A	\$57	\$114
Proposed Private Rates	\$57	\$200	\$295
FRONT PATIO	4 Hour Minimum Rental		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
Private - Current Fees	N/A	\$57	\$114
Proposed Private Rates	N/A	\$135	\$195
CORRAL PATIO	4 Hour Minimum Rental		
	RESIDENT (M-TH, 7:30am-5:30pm, F-SU 9:00am-3:30pm)	RESIDENT (M-TH after 5:30pm; Fri-Sun after 3:30pm)	NON-RESIDENT
Private - Current Fees	N/A	\$57	\$114
Proposed Private Rates	N/A	\$135	\$195

City of Aliso Viejo

AGENDA ITEM



DATE: February 21, 2024

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: ORDINANCE AMENDING SECTIONS OF TITLE 15 ZONING CODE PERTAINING TO LOW BARRIER NAVIGATION CENTERS, GROUP QUARTERS, RESIDENTIAL CARE FACILITIES, AND EMPLOYEE HOUSING

Recommended Actions:

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AMENDING SECTIONS 15.10.020 (PERMITTED USES IN RESIDENTIAL DISTRICTS) AND 15.38.030 (RESIDENTIAL PARKING REQUIREMENTS) OF THE ALISO VIEJO MUNICIPAL CODE PERTAINING TO LOW BARRIER NAVIGATION CENTERS, GROUP QUARTERS, RESIDENTIAL CARE FACILITIES, AND EMPLOYEE HOUSING AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA; and

2. Find the attached Ordinance is not a “project” under California Environmental Quality Act (CEQA) Guidelines section 15378. And, alternatively, even if the Ordinance is a “project” under CEQA, find that it is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

Fiscal Impact:

None.

Background:

On August 18, 2021, the Council reviewed and authorized Staff to submit a draft of the City’s 6th Cycle Housing Element (“HE”) to the State of California Department of Housing and Community Development (HCD) for their review. Subsequently the City received comments from HCD and revised the document accordingly. On January 19, 2022, the City Council adopted the HE and authorized the Community Development Director to submit it to HCD for certification. Additional comments were received from HCD requiring

the document to be revised again. On June 7, 2023, the revised Housing Element was re-adopted by Council and the Community Development Director was authorized to make minor modifications to the extent such modifications are necessary to address any additional HCD comments to receive certification. The adopted HE was then submitted to HCD for their 60-day review. HCD issued another set of comments to be addressed. City Staff met with HCD, further revised the HE and resubmitted to HCD for certification. Recently, on January 19th, HCD issued a letter stating that the HE meets most of the statutory requirements but cannot be found in compliance until necessary rezones of identified parcels are completed. The rezoning of specific properties is being prepared and will be presented to the City Council at a future hearing.

Discussion:

The HE includes programs that the City is required by the State of California to initiate, with HCD confirming implementation with required annual reports. There are a number of changes to state law that have occurred over recent years that impact development in the City. The following are the proposed code amendments to bring the City into compliance with state law and commitments made in the HE:

Low Barrier Navigation Centers

Government Code Section 65660 defines “Low Barrier Navigation Center” as a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. Low Barrier Navigation Centers are required to be permitted by right in areas zoned for mixed use and nonresidential zones that permit multi-family uses if the center meets certain requirements.

The Aliso Viejo Municipal Code (AVMC) Table 15.10.020 lists permitted uses in various residential districts. Table 15.10.020 permits by right multi-family uses in medium, high, and very high-density districts. Multi-family use is not allowed in the low-density residential district. As Low Barrier Navigation Centers are required to be permitted by right in areas zoned for multi-family, Staff proposes to include Low Barrier Navigation Centers in the same classification as multi-family dwellings as shown below (new text in **bold/underline** font).

Table 15.10.020: Permitted Uses in Residential Districts

Residential Uses	Low Density Residential (RL)	Med. Density Residential (RM)	High Density Residential (RH)	Very High-Density Residential (RVH)
Multi-Family Dwellings, <u>Low Barrier Navigation Centers</u>	Not Permitted	Permitted	Permitted	Permitted

Group Quarters

Under state law (Health and Safety Code Section 1566.3) cities must treat residential care facilities that serve six or fewer persons as a residential use. Under the HE, Housing Program 10 explains that facilities serving seven or more are allowed as “group quarters” (and committed the City to amending Table 15.10.020 to so specify). Consequently, in accordance with Housing Program 10, Staff proposes revising AVMC Table 15.10.020 to read as shown below (deleted text in ~~strike through~~ and new text in **bold/underline** fonts).

Residential Uses	Low Density Residential (RL)	Med. Density Residential (RM)	High Density Residential (RH)	Very High-Density Residential (RVH)
Boarding ~~and or~~ rooming houses, <u>group quarters</u>	Not permitted	Conditional use permit	Conditional use permit	Conditional use permit
<u>Residential care facility, six or fewer persons</u>	<u>Permitted</u>	<u>Permitted</u>	<u>Permitted</u>	<u>Permitted</u>

Employee Housing

State law provisions (Health and Safety Code Section 17021.5) require that any employee housing providing accommodation for six or fewer employees shall be deemed a single-family structure with a residential land use designation. Such use shall be permitted by right and not be subject to discretionary review. While AVMC includes a definition for “employee quarters”, the use is not listed in the permitted use Table 15.10.20. Staff recommends that employee quarters be permitted only in the low-density residential district for state compliance as shown below (new text in **bold/underline** font).

Residential Uses	Low Density Residential (RL)	Med. Density Residential (RM)	High Density Residential (RH)	Very High-Density Residential (RVH)
<u>Employee quarters, six or fewer persons</u>	<u>Permitted</u>	<u>Not permitted</u>	<u>Not permitted</u>	<u>Not permitted</u>

Emergency Shelters

Previously, local governments were able to impose parking standards based on the demonstrated need for emergency shelters. In 2019, Assembly Bill 139 modified the parking standards by authorizing local governments to apply a parking standard that provides sufficient parking to accommodate emergency shelter employees, provided that the required parking is no more than other residential or commercial uses within the same zone. In 2023, Assembly Bill 2339 further specified that any parking standards imposed on emergency shelters must be objective.

AVMC Table 15.38.030 (Residential Parking Requirements) currently requires emergency shelters to provide a minimum of 0.3 parking spaces per bed, or 0.3 spaces per 100 square feet of sleeping area. Other residential and non-residential uses require parking per unit, not by the number of beds. The application of the existing parking standards may require emergency shelters to provide more parking than other use types within the same zone. As such, Staff proposes removing the minimum parking requirement and replacing it with the following language for state compliance (deleted text in ~~strike through~~ and new text in **bold/underline** fonts).

Land Use	Min. Off-Street Parking Requirement	Additional Requirements
Homeless and emergency shelters	~~0.3 spaces per bed~~ <u>One (1) space per employee in the largest shift, provided that the required parking is no more than other residential or commercial uses within the same zone.</u>	~~If the number of beds is uncertain at the time of city review, the requirement shall be 0.3 spaces per each 100 sq/ft of sleeping area~~

Environmental:

The adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) because it is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change to the environment and is thus not a “project” under State CEQA Guidelines section 15378. (See State CEQA Guidelines, § 15060(c)(2) and (3). Alternatively, even if the adoption of the Ordinance did qualify as a project under CEQA, the City Council finds that the Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines, which provides that a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Ordinance will not have a significant effect on the environment as it does not authorize any construction or development; it simply updates select land use tables in the Aliso Viejo Municipal Code to comply with recent changes in state law governing the same.

Public Notice:

This item was publicly noticed in accordance with state law and the City's standard agenda procedures.

Attachments:

1. Proposed Ordinance
2. Presentation

ORDINANCE NO. 2024-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AMENDING SECTIONS 15.10.020 (PERMITTED USES IN RESIDENTIAL DISTRICTS) AND 15.38.030 (RESIDENTIAL PARKING REQUIREMENTS) OF THE ALISO VIEJO MUNICIPAL CODE PERTAINING TO LOW BARRIER NAVIGATION CENTERS, GROUP QUARTERS, AND EMPLOYEE HOUSING AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

WHEREAS, the City of Aliso Viejo, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, several bills that to impose new limits on local authority to regulate low barrier navigation centers, group quarters, and employee housing; and

WHEREAS, in 2023, the City Council adopted the 6th Cycle Housing Element which includes programs that commit the City to complete code amendments to comply with changes in law related to low barrier navigation centers, group quarters, and employee housing; and

WHEREAS, this ordinance (“Ordinance”) updates AVMC Sections 15.10.020 and 15.38.030 to comply with state law, including Government Code Section 65660, and Health and Safety Code Sections 1566.3 and 17021.5; and

WHEREAS, on February 21, 2024, the City Council held a duly noticed public hearing and at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein. Following the public hearing, the City Council introduced (i.e., conducted a first reading of) the Ordinance; and

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

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

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

SECTION 2. CEQA. Based on the entire record before it, the City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) because it is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change to the environment and is thus not a “project” under State CEQA Guidelines section 15378. (See State CEQA Guidelines, § 15060(c)(2) and (3). Alternatively, even if the adoption of the Ordinance did qualify as a project under CEQA, the City Council finds that the Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines, which provides that a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the

activity in question may have a significant effect on the environment. The Ordinance will not have a significant effect on the environment as it does not authorize any construction or development; it simply updates select land use tables in the Aliso Viejo Municipal Code to comply with recent changes in state law governing the same.

SECTION 3. Required Findings. In accordance with Section 15.78.050(E) of the Aliso Viejo Municipal Code, the City Council hereby finds as follows:

1. *Public Welfare.* Adoption of this Ordinance will not create conditions materially detrimental to the public health, safety, and general welfare as it simply updates the AVMC to comply with state law requirements governing low barrier navigation centers, group quarters, residential care facilities, and employee housing in the City. Adoption of this Ordinance is also consistent with—and contemplated by—the City’s Sixth Cycle Housing Element, the adoption of which the City Council determined will not create conditions materially detrimental to the public health, safety, and general welfare.
2. *General Plan.* The Ordinance is consistent with, and in furtherance of, the City’s General Plan as it effectuates Aliso Viejo Municipal Code amendments contemplated by (and committed to in) the City’s Sixth Cycle Housing Element.

SECTION 4. Code Amendments. Table 15.10.020: Permitted Uses in Residential Districts of the Aliso Viejo Municipal Code is hereby amended as follows (deleted text in ~~strikethrough~~ and new text in **bold/underline** fonts):

Residential Uses	Low Density Residential (RL)	Med. Density Residential (RM)	High Density Residential (RH)	Very High-Density Residential (RVH)
Boarding ~~and~~ <u>or</u> rooming houses, ~~group quarters~~	Not permitted	Conditional use permit	Conditional use permit	Conditional use permit
<u>Employee quarters, six or fewer persons</u>	<u>Permitted</u>	<u>Not permitted</u>	<u>Not permitted</u>	<u>Not permitted</u>
Multi-Family Dwellings, <u>Low Barrier Navigation Centers</u>	Not Permitted	Permitted	Permitted	Permitted
<u>Residential care facility, six or fewer persons</u>	<u>Permitted</u>	<u>Permitted</u>	<u>Permitted</u>	<u>Permitted</u>

SECTION 5. Code Amendments. Table 15.38.030: Residential Parking Requirements of the Aliso Viejo Municipal Code is hereby amended as follows (deleted text in ~~strikethrough~~ and new text in **bold/underline** fonts):

Land Use	Min. Off-Street Parking Requirement	Additional Requirements
Homeless and emergency shelters	~~0.3 spaces per bed~~ <u>One (1) space per employee in the largest shift, , provided that the required parking is no more than other residential or commercial uses within the same zone.</u>	~~If the number of beds is uncertain at the time of city review, the requirement shall be 0.3 spaces per each 100 sq/ft of sleeping area~~

SECTION 6. Effective Date. This Ordinance takes effect 30 days following its adoption.

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

SECTION 8. City Clerk's Certification. The City Clerk shall certify the adoption of this Ordinance and post or publish this Ordinance as required by law.

PASSED, APPROVED AND ADOPTED this 6th day of March 2024.

Mike Munzing
Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith, City Attorney

Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Ordinance No. 2024_____ was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 6th day of March 2024, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 2024-_____ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held March 6, 2024 and that the Summary of the Ordinance was published on _____ in the Aliso Viejo News.

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

CODE AMENDMENTS

Proposed Code Amendments

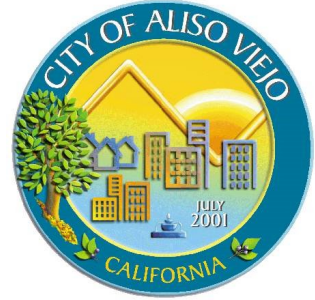
RESIDENTIAL USES	LOW DENSITY RESIDENTIAL (RL)	MED. DENSITY RESIDENTIAL (RM)	HIGH DENSITY RESIDENTIAL (RH)	VERY HIGH- DENSITY RESIDENTIAL (RVH)
<u>Boarding and or rooming houses, group quarters</u>	Not permitted	Conditional use permit	Conditional use permit	Conditional use permit
<u>Employee quarters, six or fewer persons</u>	<u>Permitted</u>	<u>Not permitted</u>	<u>Not permitted</u>	<u>Not permitted</u>
<u>Muti-Family Dwellings, Low Barrier Navigation Centers</u>	Not Permitted	Permitted	Permitted	Permitted
<u>Residential care facility, six or fewer persons</u>	<u>Permitted</u>	<u>Permitted</u>	<u>Permitted</u>	<u>Permitted</u>

Proposed Code Amendments

LAND USE	MINIMUM OFF-STREET PARKING REQUIREMENT
~~0.3 spaces per bed~~ 1 space per employee in the largest shift, provided that the required parking is no more than other residential or commercial uses within the same zone.	~~If the number of beds is uncertain at the time of city review, the requirement shall be 0.3 spaces per each 100 sq/ft of sleeping area.~~

City of Aliso Viejo

AGENDA ITEM



DATE: February 21, 2024

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney
Mitzi Ortiz, City Clerk

SUBJECT: INFORMATIONAL REPORT REGARDING MAYORAL ROTATION POLICIES

Recommended Actions:

Receive and consider the options presented in this informational report and provide direction to staff regarding a potential ordinance or policy to set forth procedures for the selection and rotation of the mayor and mayor pro tem.

Fiscal Impact:

None.

Background:

Where a general law city does not have an elected mayor, the mayor and mayor pro tem are selected by a vote of the members of the city council. (Gov. Code, §§ 34905, 36801.) State law does not prescribe a particular method that a city council must use to select a mayor and mayor pro tem. Rather, a city council may select and seat the mayor and mayor pro tem in the manner it chooses.

The City's Municipal Code dictates the timing but not the qualifications to be considered for these positions. Annually, at its first meeting in December, the City Council selects one member of the Council to the position of Mayor, and one member of the Council to the position of Mayor Pro Tem. (AVMC § 2.04.130.) This is done at the Council's discretion, and no further procedure is identified.

Discussion:

Since the Government Code does not proscribe any particular qualifications or procedure, cities have used a range of options to select a mayor and mayor pro tem. In light of the City's recent transition to District-based elections and at the Council's request, our office and the City Clerk solicited and analyzed mayoral and mayor pro tem

rotation policies from other jurisdictions. This report includes a summary of our findings and presents various options for consideration based on those examples.

(1) Memorializing the Policy

Some agencies do not have a written policy and act in accordance with the Government Code based on informal, standard practices. Some other agencies adopt a policy by ballot measure that therefore can only be amended by subsequent ballot measure. Most agencies, however, adopt a policy by resolution or codify their procedure in their municipal code. The mechanism by which an agency memorializes its policy may dictate the strength of the policy. Where an internal policy or policy adopted by resolution takes effect immediately, it can also be modified or bypassed just as quickly. With this in mind, an ordinance may have more sticking power, since it takes two readings and 30 days to take effect. By far, the policies reviewed for this report were adopted by resolution.

(2) Length of Term

Nearly all policies prescribe annual terms for both mayor and mayor pro tem, though some have two-year terms (e.g., Costa Mesa). Most specify that no council member may serve two consecutive terms in the position of mayor or mayor pro tem. Single year terms appear easier to administer and allow more council members to hold these positions in light of the traditional four-year council terms.

(3) When the Rotation Occurs

Each policy includes a provision to establish when the rotation occurs, such as:

- Immediately following the certification of election results for any general or special municipal election at which council members are elected. In odd numbered years, the election could take place at the second meeting following twelve months after the prior election (e.g., Costa Mesa, Upland).
- In December or January, to establish a calendar year term. Often policies indicate whether the rotation will occur at the first or the second meeting of the chosen month (e.g., Firebaugh, Indio, etc.).
- In June or July, to establish a fiscal year term (e.g., Redondo Beach).

Many policies include findings as to why the rotation occurs at a particular time in a given year.

(4) Open Nomination Process

Some policies include an open nomination process in which the city council elects one of its members as mayor and one as mayor pro tem each year (e.g., San Juan Capistrano, Pacific Grove). This is a broad approach and gives the city council ultimate

discretion, including the potential for reelection to successive terms, such that a council member could conclude a full four-year term without ever being elected to mayor. Most policies reviewed endeavor for each council member to serve as mayor or mayor pro tem at least once in each full term.

(5) Seniority-Based Policy

Many policies use a seniority-based model, utilizing length of tenure or continuous tenure on the city council as the basis for seniority. These policies are more detailed and technical than those using an open nomination process. Examples include:

- The mayor pro tem rotates to mayor automatically (*e.g.*, Beaumont), however in at least one city, San Mateo, the newly appointed mayor nominates the mayor pro tem at the time the council reorganizes each year.
- Newly-elected council members must wait at least one year before serving as mayor pro tem. Council members must have served two years prior to being eligible to be elected Mayor (*e.g.*, Buena Park, Downey).
- Council members following mayor and mayor pro tem are ranked in rotation by length of tenure or length of time since last serving as mayor (*e.g.*, Buena Park, San Mateo, etc.) to establish the rotation schedule each year and in the event a vacancy occurs.
- New council members voted in at the same election either draw lots, flip a coin, or are placed by number of votes in the most recent election (with the member with the largest number of votes receiving priority) (*e.g.*, Downey, Firebaugh, San Mateo).
- The city clerk keeps a running log/rotation schedule and updates it at the time of reorganization (*e.g.*, San Mateo). Procedurally, the city clerk submits a proposed rotation sequence to be approved by the council, which implements the policy. This would occur each year at the time of council reorganization. If a council member declines their nomination, then the next council member in the rotation moves up the list. Typically, the council member who declines stays in the same place in the rotation. These policies also tend to include provisions regarding the procedures for appointments to fill vacancies for all positions. For example, a council member appointed to fill a vacancy could be placed at the bottom of the rotation list.

(6) By-District Policy

This policy model is the most modern. Like the seniority-based policy model, the council adopts a rotation plan by resolution and the city clerk is delegated the task of maintaining the plan and implementing the policy. However, the rotation plan is organized by voting district and prescribes rotation annually, by district, with no requirements for eligibility.

With the adoption of the rotation plan, the process is seemingly automated (e.g., Upland).

(7) Hybrid Model

Of the various example policies, some include an additional requirement of three affirmative votes, or a supermajority vote to elect a mayor and mayor pro tem if it is determined that the typical seniority rotation is not appropriate for that particular cycle or a specific council member. Such a provision provides that the city council may select any member to serve as mayor or mayor pro tem by a three-fourths majority vote of the membership (e.g., four votes if there is a full five member council, three votes if there is one seat vacant on the council, three votes if there are two seats vacant on the council) (e.g., Pacific Grove, San Anselmo, Upland).

(8) Policy Objective as Guiding Principle

In general, having a written policy creates consistency and serves as a guide to council members and staff. The most common objective amongst the sample policies is to provide each council member an opportunity to be mayor during his or her first term in office.

If the Council chooses to move forward, then staff would seek direction regarding the policy's content as well as the mechanism by which a policy is memorialized.

City Attorney:

This report was drafted and submitted by the City Attorney and City Clerk.

Attachment:

1. Sample policies from other cities (in alphabetical order)

2.04.090 Nomination of Mayor and Mayor Pro Tempore.

The City Council selection of the Mayor and Mayor Pro Tempore shall occur annually at the first Council meeting in December during a year in which no Council Member seat is open for election or at the second regular or special Council meeting in December during a year in which Council Member seats are open for election. The Mayor and Mayor Pro Tempore selection shall occur by a seniority rotation process as follows:

- A. The office of Mayor and Mayor Pro Tempore shall rotate each year based on the number of years each Council Member has been in office. Each Council Member shall be given a specified position in the rotation sequence. The first person in the sequence, as determined by tenure on the City Council, shall serve as Mayor. The second person in the sequence, shall serve as Mayor Pro Tempore.
- B. After serving as Mayor, that Council Member moves to the end of the rotation sequence and the other four Council Members move forward, causing the Mayor Pro Tempore to become the Mayor.
- C. The next Council Member in the rotation after the Mayor Pro Tempore shall then become the Mayor Pro Tempore.
- D. When a Council Member is newly elected or appointed, the new Council Member is placed in the fourth position in the rotation, after all incumbents, but before the current outgoing Mayor.
- E. If two or more Council Members are newly elected at the same time, the number of votes received in the election determines the Council Members position in the sequence, with the Council Member receiving the fewest votes placed last in the rotation but before the current outgoing Mayor.
- F. Incumbent Council Members, when re-elected, retain their placement in the rotation.
- G. If for any reason a Council Member is removed from the rotation, the remaining Council Members move forward in the sequence.
- H. A Council Member may decline to serve as Mayor or Mayor Pro Tempore. In this case, the office would pass to the next Council Member on the list. The Council Member who declined may drop back one position in the rotation.
- I. The selection of the Mayor and Mayor Pro Tempore must be ratified by three affirmative votes. If the Mayor or Mayor Pro Tempore fail to receive three affirmative votes, they retain their current position in the rotation and the office would pass to the next Council Member on the list, subject to ratification by three affirmative votes. This process continues until a Mayor and Mayor Pro Tempore are ratified by three affirmative votes. The newly selected Mayor and Mayor Pro Tempore shall be seated in their positions immediately after they have been approved by three affirmative Council Member votes.
- J. The City Clerk shall keep and update a list outlining the rotational sequence.
- K. A Council Member may serve as Mayor or Mayor Pro Tempore a total of two years during a four-year term of office on the Council, but shall not serve as Mayor or Mayor Pro Tempore in consecutive years.

(Ord. No. 1126 , § 3, 10-6-2020)



City of **BUENA PARK**

CITY COUNCIL POLICY STATEMENT

RESPONSIBLE DEPARTMENT: CITY CLERK'S OFFICE
CONTACT PERSON: CITY CLERK
SUBJECT: ROTATION OF MAYOR AND MAYOR PRO TEM

It is the policy of the City Council of the City of Buena Park to allow for the rotation of Mayor and Mayor Pro Tem annually in December according to the following guidelines:

- The Mayor Pro Tem rotates to Mayor.
- Newly-elected Council Members wait at least one year before serving as Mayor Pro Tem.
- All Council Members are given the opportunity to serve as Mayor, preferably in their first term.
- The Mayor Pro Tem rotation first goes to those Council Members who have not served as Mayor (after at least a one year wait period) and/or based on the greatest length of time a Council Member has served since last holding the Mayor position.
- New Council Members voted into office in the same election will enter the rotation based on a coin toss by the City Clerk.
- The City Council is not bound by this policy, and the guiding principle is to select the right person at the right time for the positions of Mayor and Mayor Pro Tem.

City of Costa Mesa, CA
Tuesday, February 13, 2024

Title 2. Administration

Chapter II. CITY COUNCIL GENERALLY

§ 2-20. City elected officials—By-district elections.

- A. *City council and mayor.* The elected officers of the city shall constitute a city council consisting of six council members elected by-district at the times and in the manner provided in this section, each of whom shall serve for a term of four years and until his or her respective successors qualify, and a directly elected mayor to serve a two year term, until his or her respective successor qualifies. Candidates for council seats shall be nominated and elected by such district and shall reside in such district. Candidates for mayor may reside in any district within the city and shall be elected by the voters city-wide.
- B. *Residency in districts.* Except for the directly elected mayor, each member of the council must also be a resident of the council district from which the member is nominated at the time the member is nominated and elected. In the event any member of the council shall cease to be a resident of the district from which the member (or, in the case of an appointee, a predecessor) was nominated, the office shall immediately become vacant and shall be filled in the same manner as herein provided for other vacancies. If a member of the council ceases to be a resident of the district from which the member (or, in the case of an appointee, a predecessor) was nominated solely because of a change in the boundaries of any district as in this Code provided, the member shall not lose office during that term by reason of such change.
- C. *Districts.* The city is hereby divided into six council districts. The six districts shall be as described in section 2-20.5.
- D. *Changes in boundaries of council districts.* The boundaries of the council districts, but not the number thereof, may be changed by ordinance adopted by the council by a four-sevenths (4/7) vote of all its members; provided, that districts established by the council shall be as nearly equal in population and as geographically compact as practical. Boundaries shall be evaluated within at least one year subsequent to the availability of the information from each decennial United States census or on another basis adopted by four-sevenths (4/7) vote of the total membership of the council, and as provided in California **Elections Code** Sections 21601 and 21602. However, the council shall not change the boundaries of districts more than once in any two year period and no such change shall be made within the period of 180 days preceding a general municipal election. The preceding limitations shall not apply to changes made necessary by changes to the city boundaries. After the council has exercised its power to change the boundaries of districts, these changes shall immediately be reflected in the district boundaries specified by ordinance adopted by the council.
- E. *Current office holders.* The five members of the city council in office at the time this section takes effect shall continue in office until their terms expire.
- F. *Council elections sequenced.* The mayor shall serve a two year term and the position of mayor shall be elected commencing in the year 2018, and every two years thereafter. The members of the council of the third, fourth and fifth council districts shall be elected commencing in the year 2018 to the council seats then open, and in each fourth year thereafter. The members of the council of the

first, second and sixth council districts shall be elected commencing in the year 2020 to the council seats then open, and in each fourth year thereafter.

(Ord. No. 16-05, § 1, 11-8-16)

Policy for the Orderly Rotation of Mayor and Mayor Pro Tem

The primary objective of this policy is to afford all Council Members elected in the City of Downey an opportunity to be Mayor during his or her first term of office.

In order to institute the orderly rotation of Mayor and Mayor pro tem, and to accomplish the primary objective of this policy, the following guidelines are adopted:

1. The Mayor pro tem may rotate to Mayor.
2. Newly elected Council Members shall wait one year before serving as Mayor pro tem unless earlier rotation is required to meet the primary objective.
3. New Council Members voted in at the same election will draw lots to determine their order in the rotation to be Mayor pro tem.
4. Once the primary objective has been accomplished, rotation to Mayor pro tem shall be the newest Council Member who has not yet served as Mayor, before a Council Member who has already served as Mayor.
5. It is the City Council's discretion to discuss and decide whether a Council Member may serve as Mayor during their second term of office. Serving as Mayor during a second term of office should not be based on automatic rotation.

Approved by City Council 05-27-14
Previously Approved on 05-27-08

RESOLUTION NO. 08-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
ESTABLISHING A POLICY AND PROCEDURE
FOR THE SELECTION OF THE MAYOR AND MAYOR PRO TEM**

WHEREAS, the City Council desires to establish a policy and procedure for appointing a member of the Council to serve as Mayor and Mayor Pro Tem; and

WHEREAS, the Council desires to adopt a policy that will be neutral and will rotate the offices of Mayor and Mayor Pro Tem, automatically, every year.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Firebaugh as follows:

1. This policy and procedure will become effective as of January 1, 2009. Beginning at the first meeting of January in every calendar year, the office of Mayor shall automatically rotate.

2. Beginning at the first meeting of January, 2009, the office of Mayor shall automatically be filled, based on most seniority, measured by continuous tenure on the City Council.

3. As of the first meeting in January, 2009, Councilmembers will each be assigned a place in the rotation, with that Councilmember with most seniority measured by continuous tenure, becoming the Mayor, and each of the remaining 4 Councilmembers shall be assigned a number, 2 through 5, based on their seniority, measured by continuous tenure.

4. At the first meeting of January, thereafter, in each successive year, the office of Mayor shall automatically rotate to the next successive Councilmember in the rotation.

5. Should any Councilmember decline to serve when it is his or her turn to serve, based on the rotation, then the office of Mayor shall automatically rotate to the next Councilmember, by number, in the rotation.

6. When a Councilmember's year of service as Mayor has been completed, that Councilmember shall be placed at the end of the rotation.

7. The office of the Mayor Pro Tem shall also be selected based on seniority, in accordance with the foregoing formula, and the Mayor Pro Tem as of the first meeting of January, 2009, shall be that Councilmember assigned the number "2" in the rotation based on seniority. The Mayor Pro Tem shall automatically become Mayor following completion of the Mayor's term of service, as outlined above, and the new Mayor Pro Tem shall become the Councilmember next in the rotation.

8. If the Mayor Pro Tem position becomes vacant at any time during the year of service, the Councilmember next in the rotation, by number, shall fill the position and serve as Mayor Pro Tem for the remainder of the vacant term.

9. Completing the term of Mayor Pro Tem on behalf of another Councilmember, due to an unexpected vacancy, shall not be considered when determining seniority to serve as the Mayor Pro Tem in the proper and normal line of succession, nor preclude such Councilmember from serving as Mayor Pro Tem in his or her own right in the proper and normal line of succession.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 21st day of July, 2008, by the following vote:

AYES: Fannon, Marquez, Sablan, Knight

NOES:

ABSTAIN:

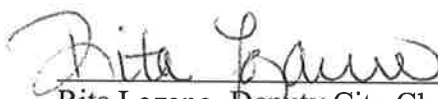
ABSENT: DeFrancesco

APPROVED:



Craig Knight, Mayor
City of Firebaugh

ATTEST:



Rita Lozano, Deputy City Clerk
City of Firebaugh

RESOLUTION NO. 9507

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIO, CALIFORNIA SETTING FORTH A POLICY ON THE ROTATION OF THE OFFICE OF MAYOR AND THE OFFICE OF MAYOR PRO TEMPORE

WHEREAS, the City Council of the City of Indio, California, as a General Law City, must appoint from its own membership two (2) Council Members to serve as Mayor and Mayor Pro Tempore; and

WHEREAS, in the spirit of equality and fairness, it is the desire of this City Council to make these positions honorary in nature and to be held by a Council Member for a term of one year; and

WHEREAS, it is the opinion of this City Council that each member elected to the City Council is equally qualified, capable and deserving to hold these offices, and therefore, each Council Member should be given every opportunity and consideration to serve in one or both of these offices;

WHEREAS, the Council has not reviewed the process for determining Mayor and Mayor Pro Tempore appointments since November, 2006 when it adopted Resolution 9171;

WHEREAS, the Council has determined that the rotation of Mayor and Mayor Pro Tempore shall return to the original policy, Resolution 5801, with amended language providing clarity on seniority and rotation when two or more Council Members have equal seniority .

NOW, THEREFORE, THE COUNCIL OF THE CITY OF INDIO DOES HERBY RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. That the appointments of Mayor and Mayor Pro Tempore shall be made on an annual rotating basis on the first scheduled Council meeting each December in accordance with the following provisions:

- A) No one Council Member shall serve a term in either office to exceed a one-year period of time;
- B) The Council Member serving as Mayor Pro Tempore shall automatically rotate into the office of Mayor, unless the person so declines; the next most senior Council Member shall rotate into the office of Mayor Pro Tempore;
- C) Seniority is the full duration of each Council Member's service without interruption as an elected member of the Council;
- D) in the event two or more Council Members have equal seniority, the number of votes in favor of each Council Member in the most recent

election, shall be the determining order, for appointment to the position of Mayor Pro Tempore;

NOW THEREFORE BE IT FURTHER RESOLVED that Resolution No. 9171 is hereby repealed.

PASSED, APPROVED AND ADOPTED this 1st day of February, 2012 by the following vote:

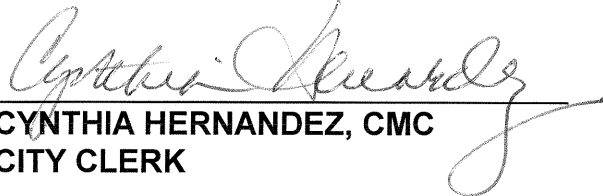
AYES: Holmes, Torres, Ramos Watson, Wilson, Miller

NOES: None



GLENN MILLER, MAYOR

ATTEST:



**CYNTHIA HERNANDEZ, CMC
CITY CLERK**

City of Pacific Grove, California

City Council Policy

Policy Governing	Policy No.	Effective Date	Page
Nomination of the Mayor Pro Tempore	000-28	February 15, 2023	1 of 1

PURPOSE:

This policy establishes the nomination procedure for appointing the Mayor pro tempore.

POLICY & PROCEDURE:

1. Nomination of the Mayor pro tempore

Pursuant to PGM Section 2.05.050(c) The procedure for nominating the Mayor pro tempore shall be prescribed by City Council Policy.

2. Nomination Procedure

- The choice of Mayor pro tempore must be by four (4) affirmative votes.
- Any single Councilmember can nominate another member, including themselves, to be chosen as Mayor pro tempore.
- Multiple nominations can be made, until a motion to close nominations is made, and seconded, and receives a majority vote.
- Upon the close of nominations, Councilmembers – by roll call – are asked to cast a single vote by the name of a candidate.
- If one nominee receives four (4) affirmative votes, that person is deemed chosen as Mayor pro tempore.
- If no single candidate receives four (4) affirmative votes, a new round of nominations is made, and the process is repeated until one candidate receives four (4) affirmative votes.

Adopted February 15, 2023 - Minute Order

City of Redondo Beach, CA
Tuesday, February 13, 2024

Title CHA. Charter

Article VIII. The Mayor

§ 8. Mayor, election, term and compensation.

The Mayor shall be elected from the City at large and shall serve for a term of four (4) years and until the Mayor's successor is elected and qualified. The Mayor shall be entitled to reimbursement for actual and necessary expenses incurred in the performance of the Mayor's official duties and shall receive a salary which shall be set by ordinance in the same manner and subject to the same conditions as the salaries of Councilmembers pursuant to the provisions of Government Code Section 36516 as it now exists or as it may be hereafter amended by the State Legislature.

[1] *8—as amended by election 4-13-65, 4-11-67 and 3-7-23.*

§ 8.1. Mayor, eligibility.

No person shall be eligible to file as a candidate or hold office as Mayor unless such person shall be a registered voter of the City of Redondo Beach at the time of filing such person's nomination papers and shall have been a resident of the City for at least thirty (30) days immediately preceding the date of such filing or appointment.

[1] *8.1—as amended by election 6-6-78, 3-7-95 and 3-7-23.*

§ 8.2. Mayor, voting, tie only.

The Mayor shall not have a vote on any matter brought before the City Council unless such vote is necessary to decide a tie.

§ 8.3. Mayor, presiding officer.

The Mayor shall be the executive head of the City of Redondo Beach for the purposes hereinafter set forth:

- (a) The Mayor shall preside over the meetings of the City Council.
- (b) The Mayor shall be the representative of the City for all ceremonial purposes.
- (c) The Mayor shall sign, on behalf of the City, all contracts, ordinances, resolutions and warrants except when the City Council has authorized the City Manager, or other officer or other employee to approve and sign a written contract on behalf of the City as hereinafter set forth.
- (d) The Mayor shall approve all bonds as to amounts.
- (e) The Mayor shall perform such other duties as may be prescribed by this Charter or as may be assigned to the Mayor by the City Council.

[1] *8.3—as amended by election 3-7-23.*

§ 8.4. Mayor, veto power.

The Mayor shall have the right to veto any action of the City Council, provided, however, that in the case of a resolution or ordinance the Mayor shall exercise the veto power in writing, expressing the Mayor's reasons therefor, and the Mayor shall have five (5) days, after the delivery to the office of the Mayor of such resolution or ordinance, in which to exercise the veto. The City Council may override the action of the Mayor by four (4) affirmative votes.

[1] ~~8.4—as amended by election 3-7-23.~~

§ 8.5. Mayor Pro Tem.

Prior to June 30 of each year, the City Council shall appoint one of its members as Mayor Pro Tempore. The Mayor Pro Tempore shall serve if the Mayor is absent or unable to act, and shall serve until the Mayor returns or is able to act. The Mayor Pro Tempore has all of the powers and duties of the Mayor, except the power of veto and the power to appoint members of Boards or Commissions. At any meeting where both the Mayor and the Mayor Pro Tempore are absent or unable to act, the City Council shall appoint one of its members to serve as acting Mayor Pro Tempore for the duration of that meeting. The Acting Mayor Pro Tempore shall have all of the powers and duties of the Mayor, except the power of veto and the power to appoint members of Boards and Commissions.

[1] ~~8.5—as added by election 4-12-55; as amended by election 4-15-75, 6-3-86 and 3-7-89.~~

RESOLUTION NO. 4073

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO ESTABLISHING POLICIES REGARDING APPOINTMENT OF MAYOR AND VICE MAYOR

WHEREAS, the Town Council is authorized and directed by Government Code Section 36801 to meet after a general municipal election and choose one of its number as Mayor and one of its number as Vice Mayor; and

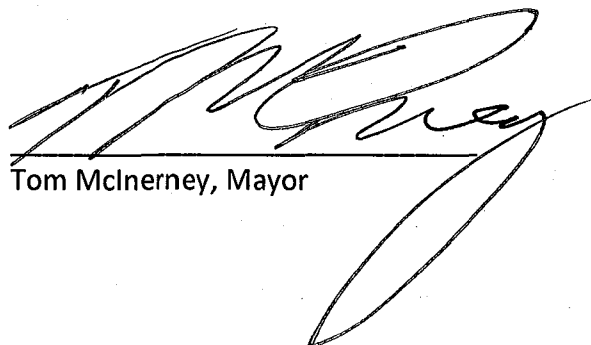
WHEREAS, the Town Council has determined that it is in the best interest of the Town of San Anselmo to establish policies regarding the appointment of Mayor and Vice Mayor; and

NOW, THEREFORE, the Town Council of the Town of San Anselmo resolves as follows:

1. The Town Council shall appoint a Mayor and Vice Mayor on an annual basis to a term of one year. The appointment shall be made at the first Town Council meeting in December. The Mayor and Vice Mayor shall serve until their successors are appointed.
2. The Mayor and Vice Mayor shall be selected by the affirmative vote of not less than three members of the Town Council. In the interest of harmony, unanimous consensus is sought and encouraged.
3. The Mayor shall not serve two consecutive terms.
4. When selecting the Mayor and Vice Mayor, the Town Council shall use the following criteria:
 - a. The Vice Mayor is normally considered the next mayor.
 - b. To the extent possible, each member shall be given the opportunity to serve as Vice Mayor and then Mayor.
 - c. A rotation list based on seniority of consecutive years in the office of Councilmember will be kept by staff.
 - d. The Council may choose to appoint a person to the position of Mayor or Vice Mayor based on factors other than those set forth in this resolution.

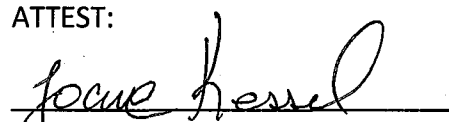
I hereby certify that the foregoing Resolution No. 4073 was duly passed and adopted at a regular meeting of the San Anselmo Town Council on the 10th day of June, 2014, by the following vote, to wit:

AYES: Coleman, Greene, Kelly, Wright
NOES: None
ABSENT: McInerney
ABSTAIN: None



Tom McInerney, Mayor

ATTEST:



Joanne Kessel for
Barbara Chambers, Town Clerk

RESOLUTION NO. 16-10-18-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN CAPISTRANO, CALIFORNIA, PROVIDING FOR THE ANNUAL SELECTION OF THE MAYOR AND MAYOR PRO TEMPORE AND RESCINDING RESOLUTION NO. 93-09-21-06

WHEREAS, the offices of Mayor and Mayor pro tempore require a heavy commitment of time by City Council Members who occupy either office; and

WHEREAS, it is desire of the City Council to establish a procedure which will maximize the opportunity for the members of the City Council to share more equally in the burdens and responsibilities of the offices of Mayor and Mayor pro tempore; and

WHEREAS, the City Council believes that its obligations can be best accomplished by providing that the Mayor and Mayor pro tempore shall be selected on an annual basis by the City Council; and,

WHEREAS, in election years, Resolution No. 93-09-21-06 requires that the City Council select a Mayor and Mayor pro tempore no later than the fourth (4th) Tuesday after each general municipal election (typically the first (1st) City Council meeting in December); and

WHEREAS, recent changes in Elections law (Elec. Code 15372(a)) now provide counties up to 30 days to complete the official canvass of election results instead of the original 28 days, thereby making it difficult to receive the official results by the fourth (4th) Tuesday after the general municipal election; and

WHEREAS, the City Council believes it is most appropriate that the selection of the Mayor and Mayor pro tempore not be made until the official results of the City Council election are announced and Council members sworn in for new terms; and

WHEREAS, this can be accomplished by extending the selection deadline by two weeks – from the fourth to the sixth Tuesday after each general municipal election.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of San Juan Capistrano as follows:

Section 1. The City Council shall select one of its members as Mayor and one of its members as Mayor pro tempore no later than the sixth Tuesday after each general municipal election. In years in which there is no general municipal election, the selection shall take place at the first Council meeting in December, or as soon thereafter as practicable.

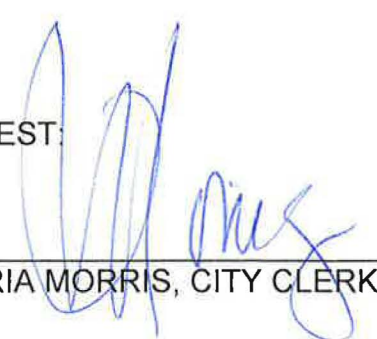
Section 2. If a Mayor or Mayor pro tempore resigns or dies during the term of office, the City Council shall select a new Mayor and/or Mayor pro tempore at the next regular meeting following such death or resignation.

Section 3. City Council Resolution No. 93-09-21-06 is hereby rescinded.

PASSED AND ADOPTED, this 18th day of October 2016.


PAM PATTERSON, ESQ., MAYOR

ATTEST:


MARIA MORRIS, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF SAN JUAN CAPISTRANO)

I, MARIA MORRIS, appointed City Clerk of the City of San Juan Capistrano, do hereby certify that the foregoing Resolution No. 16-10-18-02 was duly adopted by the City Council of the City of San Juan Capistrano at the Regular meeting thereof, held the 18th day of October 2016, by the following vote:

AYES: COUNCIL MEMBERS: Reeve, Perry, Allevato, Ferguson and Mayor Patterson
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None


Maria Morris, City Clerk

Chapter 5. Selection of Mayor and Deputy Mayor

1. City Council reorganization, including rotation of the office of Mayor and Deputy Mayor occurs annually at the regular meeting in December.
2. The City Council believes that experience as a Council Member will assist those who are selected to serve as Mayor or Deputy Mayor, and that it is in the City's best interest that these selections be made in a manner that permits the Mayor and Deputy Mayor to gain that experience in cycles of governing and to acclimate themselves to the jobs, tasks, and roles prior to assuming their respective offices.
3. It is appropriate to base such succession on rotation, seniority and election results according to the following:
 - A. Each Council Member has a specified position in the rotation sequence. In any year, the first person in the sequence is typically selected as Mayor, and the second in the sequence as the Deputy Mayor.
 - B. After serving as Mayor, that Council Member moves to the end of the rotation sequence, and the other four Council Members move forward.
 - C. When a Council Member is newly elected or appointed (as the result of a cancelled election), that new Council Member goes into the fourth position in the rotation, after all incumbents, but before the current outgoing Mayor.
 - D. If two or more Council Members are newly elected at the same time, the number of votes received in the election determines the position in the sequence, with the new Council Member receiving the highest number of votes being the first among the new Council Members.
 - E. If two or more Council Members are newly appointed at the same time, (as the result of a cancelled election), the newly appointed Council Members shall draw straws to determine their position relative to one another in the rotational sequence.
 - F. If a Council Member is appointed to fill a mid-term vacancy, that Council Member will go to the bottom of the rotational list.
 - G. Incumbent Council Members, when re-elected, do not begin anew at the bottom of the list, but rather retain their placement in the rotation.
 - H. If for any reason (death, resignation, recall, not seeking re-election, etc.) a Council Member is removed from the rotation, the remaining Council Members move forward in the sequence.

- I. A Council Member may decline to serve as Mayor or Deputy Mayor. In this case, the office would pass to the next Council Member on the list. The Council Member who declined may drop back one position in the rotation.
4. When the Council reorganizes, the outgoing Mayor will nominate the Deputy Mayor to succeed him/her. The newly appointed Mayor will then nominate the next Council Member in the rotational sequence to serve as Deputy Mayor for the coming year.
5. The process described above shall guide the council's selection of the Mayor and Deputy Mayor; however, a majority of the City Council retains the authority to disregard the process and select any member of the City Council for these positions.
6. The City Clerk shall keep a list outlining the suggested rotational sequence and update it annually.

RESOLUTION NO. 6478

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND AMENDING PROCEDURES FOR SELECTING A MAYOR PRO TEM PURSUANT TO THE PROVISIONS OF CALIFORNIA GOVERNMENT CODE SECTION 36801 AND RESCINDING RESOLUTION NO. 6376

Intent of the Parties and Findings

(i) Government Code Section 36801 provides that the City Council shall meet at the meeting at which the declaration of election results is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its members to serve as Mayor Pro tem; and

(ii) The City Council is desirous of selecting a Mayor Pro Tem to serve a one-year term, beginning in December of each year;

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

Section 1. That the City Council shall reorganize by selecting one of its members for one year as Mayor Pro Tem in December of each year.

Section 2. The City Council shall make its annual selection based upon the rotation plan, so that each Council Member willing and able to serve will be given the opportunity serve as Mayor Pro Tem during his or her four-year term of office.

In the event one of the current incumbents is no longer on the Council at the time of reorganization, the successor in the district shall assume the same position in the rotation of Mayor Pro Tem subject to the provisions of Section 4 hereof.

Section 3. (A) In December 2019, the Council shall select the Councilmember for District 3 for a one-year term as Mayor Pro Tem

(B) In December 2020, the Council shall select the Councilmember for District 4 for a one-year term as Mayor Pro Tem

(C) In December 2021, the Council shall select the Councilmember for District 1 for a one-year term as Mayor Pro Tem

(D) In December 2022, the Council shall select the Councilmember for District 2 for a one-year term as Mayor Pro Tem

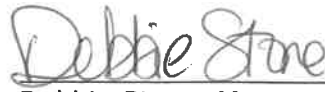
(E) In December of each succeeding year, the Council shall follow the rotation plan established by this Resolution.

Section 4. In the event that any current incumbent is not the holder of the office as established by this Resolution, at the time of reorganization, the Council may select his or her successor as Mayor Pro Tem or reassign the rotation so that a new Council Member is not selected early in his or her term.

Section 5. Resolution No. 6376 is hereby rescinded in its entirety.

Section 6. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions

PASSED, APPROVED and ADOPTED this 14th day of January 2019.



Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 14th day of January, 2019, by the following vote:

AYES: Mayor Stone, Councilmembers Elliott, Felix, Zuniga
NOES: None
ABSENT: None
ABSTAINED: None

ATTEST:



Keri Johnson, City Clerk