

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, MAY 1, 2024
6:00 PM CLOSED 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.

MITZI ORTIZ
ACTING CITY MANAGER

SCOTT C. SMITH
CITY ATTORNEY

LAUREN TORRES
DEPUTY CITY CLERK

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

CALL TO ORDER: Convene Special Meeting

PUBLIC COMMENTS:

CLOSED SESSION:

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

CALL TO ORDER: Convene Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

1.1 BUSINESS OF THE MONTH - PREMIER AQUATICS

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 **APPROVAL OF MINUTES**

Recommended Action: Approve the Minutes as submitted for the April 17, 2024 Special Meeting and the April 17, 2024 Regular Meeting.

[Draft Minutes - April 17, 2024 Special Meeting](#)

[Draft Minutes - April 17, 2024 Regular Meeting](#)

4.3 **ACCOUNTS PAYABLE**

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between April 3, 2024, and April 11, 2024, in the amount of \$1,283,914.11.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.4 **TREASURER'S STATEMENT – MARCH 2024**

Recommended Action: Receive and file the March 2024 Treasurer's Statement.

[Staff Report](#)

[Attachment 1 - March 2024 Treasurer's Statement](#)

4.5 **SECOND AMENDMENT TO THE AGREEMENT WITH HARTZOG & CRABILL, INC. FOR ON-CALL TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS**

Recommended Action:

1. Approve a second amendment to the agreement with Hartzog & Crabill, Inc. (HCI) to perform traffic engineering services for traffic signal operations that renews the agreement for an additional one-year term and increases the total compensation under the agreement by \$35,000 for a total agreement amount of \$140,000; and
2. Authorize the City Manager to execute the second amendment to the agreement.

[Staff Report](#)

[Attachment 1 - Agreement Amendment](#)

4.6 **SECOND AMENDMENT TO THE AGREEMENT WITH SCA OF CA, LLC FOR STREET SWEEPING SERVICES**

Recommended Action:

1. Approve a second amendment to the agreement SCA of CA, LLC to perform street sweeping services that renews the agreement for an additional one-year term and increases the total compensation under the agreement by \$115,000 for a total agreement amount of \$500,000; and
2. Authorize the City Manager to execute the second amendment to the agreement.

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

4.7 FIRST AMENDMENT TO THE AGREEMENT WITH GMU GEOTECHNICAL, INC. FOR ON-CALL GEOTECHNICAL AND MATERIAL TESTING SERVICES

Recommended Action:

1. Approve a first amendment to the agreement with GMU Geotechnical, Inc. (GMU) to perform geotechnical and materials testing services that renews the agreement for an additional one-year term and increases the total compensation under the agreement by \$50,000 for a total agreement amount of \$250,000; and
2. Authorize the City Manager to execute the first amendment to the agreement.

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

4.8 FIRST AMENDMENT TO THE AGREEMENT WITH GREAT SCOTT TREE SERVICES, INC. FOR TREE MAINTENANCE SERVICES

Recommended Action:

1. Approve a first amendment to the agreement with Great Scott Tree Services, Inc. to perform tree maintenance services that renews the agreement for an additional one-year term;
2. Approve contractor compensation rates for FY 2024-25; and
3. Authorize the City Manager to execute the first amendment to the agreement.

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

4.9 OVERVIEW AND IMPLEMENTATION OF SENATE BILL 553 REGARDING WORKPLACE SAFETY

Recommended Action: Receive and file an informational memorandum summarizing Senate Bill 553 and the proactive measures City staff has taken to prepare for its implementation.

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

5. **PUBLIC HEARINGS:**

5.1 ADOPTION OF THE FISCAL YEAR (FY) 2024-2025 ANNUAL ACTION PLAN FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Recommended Action:

1. Declare the City Council finds the FY 2024-2025 Annual Action Plan is not subject to the California Environmental Quality Act ("CEQA") as the activity is not a project defined in Section 15378(b)(5) of the state CEQA Guidelines;
2. Approve and adopt the FY 2024-2025 Annual Action Plan ("Action Plan") for the use of Community Development Block Grant ("CDBG") funds; and
3. Authorize the City Manager to submit the Action Plan to the U.S. Department of Housing and Urban Development ("HUD"), which executes the HUD contract, and authorize the City Manager to submit all related documents with the implementation of the Action Plan.

Staff Report
Attachment 1 - CDBG FY24-25 Draft Annual Action Plan
Attachment 2 - Presentation

5.2 APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDING FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR ELIGIBLE HOUSING-RELATED PROJECTS AND PROGRAMS

Recommended Action: Adopt a resolution authorizing the application submittal for the Permanent Local Housing Allocation (PLHA) funding from the California Department of Housing and Community Development (HCD) for housing-related eligible activities.

Staff Report
Attachment 1 - Resolution
Attachment 2 - PLHA Plan

6. **DISCUSSION:**

6.1 CITY MANAGER EXECUTIVE RECRUITMENT AGREEMENT

Recommended Action:

1. Accept proposal from Bob Murray & Associates to conduct recruitment for the City Manager position;
2. Approve the Executive Recruitment Agreement with Bob Murray & Associates for purposes of recruiting a City Manager for the City; and
3. Appropriate \$29,000 to the General Fund for the fiscal year 2023-24 budget.

Staff Report
Attachment 1 - Agreement
Attachment 2 - Proposal

6.2 SUPPLEMENTAL COST ANALYSIS TO FEBRUARY 21, 2024 INFORMATIONAL REPORT REGARDING MAYORAL ROTATION POLICIES

Recommended Action:

1. Receive and consider this supplemental information regarding costs of a potential ballot measure on procedures for the selection and rotation of the mayor and mayor pro tem; and
2. Provide direction to staff regarding a potential ballot measure, ordinance or policy as outlined in the February 21, 2024 report.

Staff Report
Attachment 1 - Feb. 21, 2024 Agenda Report
Attachment 2 - Sample Policies

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

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

9. **ADJOURNMENT:**

The next regularly scheduled City Council meeting is May 15, 2024.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
April 17, 2024, 6:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Munzing called the Special Meeting of the City Council of the City of Aliso Viejo to order at 6:00 p.m.

ROLL CALL:

PRESENT: MAYOR MIKE MUNZING
MAYOR PRO TEM TIFFANY ACKLEY
COUNCILMEMBER ROSS CHUN
COUNCILMEMBER MAX DUNCAN
COUNCILMEMBER RICHARD W. HURT

ABSENT: NONE

STAFF PRESENT: SCOTT C. SMITH, CITY ATTORNEY

PUBLIC COMMENTS:

None.

CLOSED SESSION:

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

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

ADJOURNMENT: Mayor Munzing adjourned the meeting at 6:51 p.m. to the April 17, 2024 Regular Council Meeting.

Respectfully submitted:

Approved by:

LAUREN TORRES
DEPUTY CITY CLERK

MIKE MUNZING
MAYOR

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
April 17, 2024, 7:00 PM
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Munzing called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:00 p.m.

ROLL CALL

PRESENT: MAYOR MIKE MUNZING
MAYOR PRO TEM TIFFANY ACKLEY
COUNCILMEMBER ROSS CHUN
COUNCILMEMBER MAX DUNCAN
COUNCILMEMBER RICHARD W. HURT

ABSENT: NONE

STAFF PRESENT: MITZI ORTIZ, ACTING CITY MANAGER
SCOTT SMITH, CITY ATTORNEY
LAUREN TORRES, DEPUTY CITY CLERK
ANN EIFERT, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
NICK LOCEY, RECREATION & COMMUNITY SERVICES SUPERVISOR
ANDREW ALBERS, RECREATION COORDINATOR
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. ALAN VILLANUEVA, CHIEF OF POLICE SERVICES

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

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

1. SPECIAL PRESENTATIONS:

1.1 PROCLAMATION - COMMUNITY COLLEGE AWARENESS MONTH

Mayor Munzing presented the proclamation to South Orange County Community College District Trustees Terri Rydell and Carolyn Inmon. Ms. Rydell and Ms. Inmon commented on the importance of the designation.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

1. Nancy Conley commented on the dismissal of the City Manager and the special meeting cancellation.
2. Nancy Larimer expressed concern with available housing in Aliso Viejo.
3. Melissa Christian expressed concern with AVCA's use of herbicides and pesticides.
4. Tracy Blum expressed concern with AVCA's use of herbicides and pesticides.
5. Tomas Castro expressed concern with AVCA's use of herbicides and pesticides.
6. Carolyn McCuan expressed concern with AVCA's use of herbicides and pesticides.
7. Caylee McCuan expressed concern with AVCA's use of herbicides and pesticides.
8. Christine Hurden expressed concern with AVCA's use of herbicides and pesticides.
9. Debbie Carlson expressed concern with AVCA's use of herbicides and pesticides.
10. Hillary Seaborn expressed concern with AVCA's use of herbicides and pesticides.

4. CONSENT CALENDAR:

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

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

4.1 WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.

4.2 APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the April 3, 2024 Special Meeting and the April 3, 2024 Regular Meeting.

4.3 HOUSING ELEMENT - ZONE CHANGES AND CODE AMENDMENTS

Recommended Action: Conduct second reading and adopt Ordinances No. 2024-238 and No. 2024-239 entitled:

1. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AMENDING THE ZONING MAP TO ADD "MIXED-USE/RESIDENTIAL OVERLAY" DISTRICT TO THE EXISTING ZONING DESIGNATIONS OF THE FOLLOWING PROPERTIES: 1 COLUMBIA, A PORTION OF ALISO VIEJO

TOWN CENTER, 26800-26880 ALISO VIEJO PARKWAY, 35 JOURNEY, 2A LIBERTY, AND 27231 ALISO VIEJO PARKWAY; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTIONS 15060 AND 15061; and

2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AMENDING SECTION 15.26.060 (MIXED-USE/RESIDENTIAL OVERLAY DISTRICT) AND CHAPTER 15.58 (AFFORDABLE HOUSING INCENTIVES) OF THE ALISO VIEJO MUNICIPAL CODE; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTIONS 15060 AND 15061.

4.4 ACCOUNTS PAYABLE

Recommended Action:

1. Ratify accounts payable checks and electronic funds transfers issued on March 12, 2024 in the amount of \$8,226.65; and
2. Ratify accounts payable checks and electronic funds transfers issued between March 15, 2024, and April 2, 2024, in the amount of \$1,368,544.03.

4.5 RESOLUTION APPROVING THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS AND DIRECTING CERTAIN ACTIONS

Recommended Action: Adopt Resolution No. 2024-09 Approving the Issuance of Qualified 501(c)(3) Bonds for the Purpose of financing and/or refinancing the acquisition, construction, rehabilitation, improvement, and equipping of St. Mary's School located at 7 Pursuit, Aliso Viejo, CA 92656.

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

5. PUBLIC HEARINGS:

5.1 ALISO VIEJO RANCH FEES

Acting City Manager Mitzi Ortiz introduced Recreation & Community Services Manager Lizzy Mendoza, who provided an overview. Recreation & Community Services Supervisor Nick Locey and Recreation & Community Services Coordinator Andrew Albers provided additional information. Staff responded to questions regarding the profitability of the facility, fee increases, facility bookings, and fee study methods. Mayor Munzing opened the public hearing and the following persons provided comment:

1. Jeanie commented on private events at Aliso Viejo Ranch.
2. Ilana commented on the Aliso Viejo Ranch recreation offerings.

There were no other comments. Mayor Munzing closed the public hearing.

Recommended Action:

1. Conduct a Public Hearing;
2. Adopt Resolution No. 2024-10 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.

Motion: Councilmember Duncan moved and Councilmember Chun seconded to approve the recommended actions. Motion carried 4-1, with Mayor Pro Tem Ackley dissenting.

6. DISCUSSION:

6.1 ACTING CITY MANAGER EMPLOYMENT AGREEMENT

City Attorney Scott Smith provided an overview. Staff responded to questions regarding the terms “working out of class” and “merit-based bonus”.

Recommended Action:

1. Award Acting City Manager Mitzi Ortiz a 6.4% merit-based performance increase to her annual base salary in the position of Director of Government Services (for an increased annual base salary of \$205,792.94), effective retroactively to her anniversary date of July 1, 2023, in accordance with City policy on merit increases; and
2. Approve the Employment Agreement between the City of Aliso Viejo and Mitzi Ortiz for working out of class with the additional duties of Acting City Manager.

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

7. CITY MANAGER' S REPORT:

Acting City Manager Mitzi Ortiz announced JamFest and Summer Camp Expo to be held from 11:00 a.m. to 2:00 p.m. on April 27, 2024 at Aliso Viejo Ranch; Summer Camp registration; and Red Cross Blood Drive to be held on September 11, 2024 at Aliso Viejo Ranch.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Hurt:

- Attended SJHTCA Board of Directors Meeting
- Attended OC Mosquito and Vector Control District Board of Trustees Meeting

Councilmember Duncan:

- Announced Taste of Aliso event
- Expressed appreciation for Aliso Viejo community

Councilmember Chun:

- Obtained consensus for a report on the City's compliance with SB 533
- Commented on Aliso Viejo Youth Council
- Attended Laguna Niguel Youth Committee Meeting
- Attended OCFA Budget & Finance Committee Meeting
- Attended OCFA Capital Improvements Plan Ad-Hoc Committee Meeting
- Attended Anaheim Homeless Collaborative Meeting
- Attended Soka University Career Fair
- Commented on Aliso Viejo Community Foundation
- Commented on Taste of Aliso event
- Commented on Coffee Chat
- Announced memorial service for OCFA Captain Rob Culp

Mayor Pro Tem Ackley:

- Obtained consensus for five-year financial forecast
- Obtained consensus for study session on Aliso Viejo Ranch

Mayor Munzing:

- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Announced Aliso Viejo was named second safest city in California

9. **ADJOURNMENT:** Mayor Munzing adjourned the meeting at 8:50 p.m. to the regularly scheduled meeting of May 1, 2024.

Respectfully submitted:

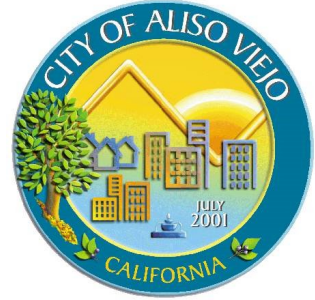
Approved by:

LAUREN TORRES
DEPUTY CITY CLERK

MIKE MUNZING
MAYOR

City of Aliso Viejo

AGENDA ITEM



DATE: May 1, 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 April 3, 2024, and April 11, 2024, in the amount of \$1,283,914.11.

Fiscal Impact:

Expenditures in the amount of \$1,283,914.11.

Background:

The City issues accounts payable checks on a bi-weekly basis and presents them to City Council for ratification at its next regularly scheduled City Council meeting.

Discussion:

The attached registers containing checks and electronic funds transfers issued between April 3, 2024 and April 11, 2024, in the total amount of \$1,283,914.11, 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		
RJM DESIGN GROUP INC	FEB'24 ENG2254/LANDSCAPE - ST MARYS	953.50
SUNRUN INSTALLATION SERVICES	SAPP-2023-00007_39 PIERREMONT_SUNRUN CANCELLED	153.50
SUNRUN INSTALLATION SERVICES	SAPP-2023-00007_39 PIERREMONT_SUNRUN CANCELLED	83.32
LUKE REID	APPLICATION COMPLETE REFUND REQUESTED	6,158.00
IPERMIT	MECR-2023-00383_1 DIAMOND GATE_IPERMIT CANCELLED	156.04
IPERMIT	MECR-2024-00390_48 VIA BACCHUS_IPERMIT CANCELLED	43.53
JOHN ERTZ	CD-2024-00008_62 MEADOWBROOK_JOHN ERTZ	500.00
BRONCO ROOFING INC	CD-2024-00024_24152 HOLLYOAK_BRONCO ROOFING	500.00
AMERICAN RESIDENTIAL SERVICES	PLMR-2023-00530_24352 BERRENDO_AMERICAN RESIDENTIA	53.79
AMERICAN RESIDENTIAL SERVICES	PLMR-2023-00530_24352 BERRENDO_AMERICAN RESIDENTIA	23.09
AMERICAN RESIDENTIAL SERVICES	PLMR-2023-00530_24352 BERRENDO_AMERICAN RESIDENTIA	3.22
AMERICAN RESIDENTIAL SERVICES	PLMR-2023-00530_24352 BERRENDO_AMERICAN RESIDENTIA	2.69
		8,630.68
CITY MANAGER		
US BANK PURCHASING CARD PROGRAM	DD 2/15 THE TOLL ROADS - CM MONTHLY CHARGES*	335.00
US BANK PURCHASING CARD PROGRAM	DD 1/24 TOWER 4 - CM MTG PARKING	5.00
US BANK PURCHASING CARD PROGRAM	DD 2/08 SOUTHWEST - ICSC CONFERENCE FLIGHTS*	220.96
US BANK PURCHASING CARD PROGRAM	DD 2/08 ICSC - CONFERENCE REGISTRATION	955.00
	CITY MANAGER TOTAL:	1,515.96
ECONOMIC DEVELOPMENT		
ERIC WINTER	APR'24-BUS OF MONTH_AV ICE PALACE	772.19
	ECONOMIC DEVELOPMENT TOTAL:	772.19
HUMAN RESOURCES		
CHARLES C STILL	MAR'24-AM SECURE LIVE SCAN FEE	67.00
CHARLES C STILL	MAR'24-RC SECURE LIVE SCAN FEE	67.00
	HUMAN RESOURCES TOTAL:	134.00
CITY ATTORNEY		
BEST BEST & KRIEGER	JAN'24 BBK GENERAL RETAINER LEGAL SERVICES	24,150.00
BEST BEST & KRIEGER	JAN'24 BBK LITIGATION - CC	32.50
BEST BEST & KRIEGER	JAN'24 BBK LABOR & EMPLOYMENT	780.00
BEST BEST & KRIEGER	JAN'24 BBK MAJOR GENERAL PLAN UPDATE-SPECIAL PROJ	1,242.70
BEST BEST & KRIEGER	JAN'24 BBK NPDES	289.00
BEST BEST & KRIEGER	JAN'24 BBK GENERAL LITIGATION	148.80
BEST BEST & KRIEGER	JAN'24 BBK GENERAL PLAN TOWN CTR SPECIFIC PLAN	5,953.40
BEST BEST & KRIEGER	FEB'24 BBK LITIGATION - CC	65.00
BEST BEST & KRIEGER	FEB'24 BBK GENERAL RETAINER LEGAL SERVICES	24,150.00
BEST BEST & KRIEGER	FEB'24 BBK LABOR & EMPLOYMENT	13,195.00
BEST BEST & KRIEGER	FEB'24 BBK CEQA & ENVIRONMENTAL (SPECIALIZED)	1,170.00
BEST BEST & KRIEGER	FEB'24 BBK MAJOR GENERAL PLAN UPDATE-SPECIAL PROJ	4,450.60
BEST BEST & KRIEGER	FEB'24 BBK GENERAL LITIGATION	650.00
BEST BEST & KRIEGER	FEB'24 BBK GENERAL PLAN TOWN CTR SPECIFIC PLAN	3,352.40
	CITY ATTORNEY TOTAL:	79,629.40
FINANCE		
TYLER TECHNOLOGIES-INCODE DIVISION	2023 1099 & W-2 PRINTING AND ELECTRONIC FILING	2,682.00
TOTAL COMPENSATION SYSTEMS, INC.	FY23-24 GASB 75 ACTUARIAL VALUATION - 2ND INSTALLM	1,620.00
DAVIS FARR LLP	FY22-23 AV CITY ANNUAL AUDIT - FINAL BILLING	8,320.00
US BANK PURCHASING CARD PROGRAM	AE 3/20 CITY OF ALISO - ENERGOV TEST TRANSACTION	0.03
US BANK PURCHASING CARD PROGRAM	AE 3/11 CITY OF ALISO - ENERGOV TEST TRANSACTION	1.03
US BANK PURCHASING CARD PROGRAM	AE 3/20 CITY OF ALISO - ENERGOV TEST TRANSACTION	1.00
US BANK PURCHASING CARD PROGRAM	AE 3/07 CITY OF ALISO - ENERGOV TEST TRANSACTION	3.32
US BANK PURCHASING CARD PROGRAM	AE 3/18 GFOA WEBINAR - BUDGET COMMUNICATIONS	315.00
US BANK N.A. - CUSTODY	JAN-MAR'24 CUSTODIAN CHARGES	480.00
HINDERLITER DE LLAMAS & ASSOCIATES	JAN-MAR'24 SALES TAX CONTRACT SERVICE	1,704.01

Vendor Name	Description (Item)	Amount
HINDERLITER DE LLAMAS & ASSOCIATES	JAN-MAR'24 SALES TAX RECOVERY SERVICE	126.31
	FINANCE TOTAL:	15,252.70
INFORMATION TECHNOLOGY		
NATHAN M KEETER	APR'24 NETWORK SUPPORT & SECURITY	416.67
GO LIVE TECHNOLOGY INC	MAR'24 ENERGOV ELM AND ASSET MGMT SERVICES	1,260.00
SHI INTERNATIONAL CORP	32 VERKADA CAMERA SHIELDS	2,441.40
SHI INTERNATIONAL CORP	PALO ALTO NETWORKS B18137246 & B18140318	18,287.02
US BANK PURCHASING CARD PROGRAM	IA 2/28 EOC YOUTUBE SUBSCR	72.99
US BANK PURCHASING CARD PROGRAM	IA 3/8 GODADDY.COM IMAGINETOWNCENTER.COM	22.17
US BANK PURCHASING CARD PROGRAM	IA 3/16 WAITWHILE SUBSCRIPTION	196.00
GOTO COMMUNICATIONS	APR'24 CH GOTO VOIP SERVICE & SUPPORT	1,994.99
LUNAVI, INC	APR'24 OFFSITE BACKUP STORAGE	1,649.49
	INFORMATION TECHNOLOGY TOTAL:	26,340.73
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	APR'24 - RECORDS OFF SITE STORAGE	466.38
RICOH USA	MAR'24 RICOH 2504EX FRONT COUNTER PRINTS (4456)	92.82
RICOH USA	APR'24 RICOH RSI CLOUD SUBSCRIPTION (SW1860708)	23.15
NIEVES LANDSCAPE INC	MAR'24 VISTA PARK LANDSCAPE MAINTENANCE	1,028.96
VOYAGER FLEET SYSTEMS INC	JAN'24 VEHICLE FUEL - CITY	286.87
VOYAGER FLEET SYSTEMS INC	FEB'24 VEHICLE FUEL - CITY	451.75
HARBOR STATION MAINTENANCE	JAN-APR'24 89 PLAYA CIR HOA FEES+\$200 LIEN INTENT	940.00
SO CAL EDISON	MAR'24 ACCT#2427 89 PLAYA CIR ELECTRICITY	35.95
MOULTON NIGUEL WATER DIST	ACCT#64101 VISTA WATER SVC	88.16
	NON-DEPARTMENTAL TOTAL:	3,414.04
C. S. ADMINISTRATION		
M&J PAUL ENTERPRISES INC	4/27/24 JAMFEST EVENT - FINAL PAYMENT	2,432.50
ANDREW R ALBERS	AA 2/27-2/29/24 CPRS CONFERENCE REIMB_MEALS/MILES	204.77
PHUNG K PHAM	KP 2/27-3/1/24 CPRS CONFERENCE REIMB_MEALS/MILES	279.31
US BANK PURCHASING CARD PROGRAM	3/01 JNL HYATT HOTEL-CPRS CONF HOTEL #2 W/ PARKING	786.72
US BANK PURCHASING CARD PROGRAM	3/01 JNL HYATT HOTEL - CPRS CONFERENCE HOTEL #1	696.72
US BANK PURCHASING CARD PROGRAM	3/05 JNL UCI MARKETPLACE -HIRING FAIR REGISTRATION	350.00
US BANK PURCHASING CARD PROGRAM	3/15 JNL DOMINOS - MOVIE NIGHT STAFF MEAL	15.06
US BANK PURCHASING CARD PROGRAM	3/17 JNL TARGET - MOVIE RETURN	(19.38)
R.W.B. PARTY PROPS, INC	4/27/24 JAMFEST DECOR RENTAL	3,232.50
US BANK PURCHASING CARD PROGRAM	JB 3/06 EVENT LISTING FEE -JAMFEST EVENTBRITE POST	24.99
US BANK PURCHASING CARD PROGRAM	JB 3/15 SMART AND FINAL - SPRING MOVIE NIGHT CHIPS	59.97
US BANK PURCHASING CARD PROGRAM	JB 3/15 FUN EXPRESS PRIZES - JAMFEST & MOVIE	375.50
US BANK PURCHASING CARD PROGRAM	JB 3/21 TARGET - AVCA SPRING CELEBRATION	15.85
US BANK PURCHASING CARD PROGRAM	JB 3/21 COSTCO - AVCA SPRING CELEBRATION	61.86
US BANK PURCHASING CARD PROGRAM	JB 3/15 THE HOME DEPOT - DUCT TAPE	9.68
	C. S. ADMINISTRATION TOTAL:	8,526.05
IGLESIA PARK		
NIEVES LANDSCAPE INC	MAR'24 IGLESIA LANDSCAPE MAINTENANCE	6,846.00
	IGLESIA PARK TOTAL:	6,846.00
IGLESIA PARK COMMUNITY CENTER		
BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	JAN-FEB'24 ELEMENTARY & TEEN KEYSTONE PROGRAM	25,000.00
	IGLESIA PARK COMMUNITY CENTER TOTAL:	25,000.00
PLANNING		
REBECCA J CAHA	MAR'24 AFFORD. HOUSING CONSULTANT SERVICES	2,175.00
BRIAN JAMES CORNELIUS	MAR'24 AVTC PLANNING CONSULTING SERVICES	5,400.00
US BANK PURCHASING CARD PROGRAM	SK 3/05 ZOOM ANNUAL SUBSCRIPTION	159.90
US BANK PURCHASING CARD PROGRAM	SK 3/21 2024 APA PLNG CONFERENCE HOTEL - SK	533.71
US BANK PURCHASING CARD PROGRAM	SK 3/04 PDAOC LUNCH AND LEARN	20.00
US BANK PURCHASING CARD PROGRAM	SK 3/14 DELTA-2024 APA PLNG CONFERENCE FLIGHT-SK	418.20
US BANK PURCHASING CARD PROGRAM	SK 3/14 2024 APA PLNG CONFERENCE REGISTRATION - RR	835.00
US BANK PURCHASING CARD PROGRAM	SK 3/14 APA ANNUAL MEMBERSHIP	105.98
	PLANNING TOTAL:	9,647.79
CODE ENFORCEMENT		
US BANK PURCHASING CARD PROGRAM	SK 3/13 OC HAULING-REMOVAL CONFISCATED TACO STAND	350.00
US BANK PURCHASING CARD PROGRAM	SK 3/08 LIFE STORAGE FOR CONFISCATED TACO STAND	631.20
	CODE ENFORCEMENT TOTAL:	981.20

Vendor Name	Description (Item)	Amount
ENGINEERING (GENERAL)		
MURPHY SWITCH OF CA	APR'24 MURCAL IOT SMARTCOMMAND MONITORING SERVICE	450.00
SIERRA ANALYTICAL LABS INC	CY 2023 Q4 REPORT - J01P28 DISCHARGE SAMPLING Q4	230.00
US BANK PURCHASING CARD PROGRAM	KB 3/06 ADVANCED AUTO PARTS - BATTERYS FOR LIFT	574.08
US BANK PURCHASING CARD PROGRAM	KB 3/06 ADVANCE AUTO PARTS - BATTERY CORE RETURN	(81.00)
US BANK PURCHASING CARD PROGRAM	SP 3/14 SP BNI GREENBOOK PW SPECIFICATIONS 2024	231.32
	ENGINEERING (GENERAL) TOTAL:	1,404.40
STREET MAINTENANCE		
PV MAINTENANCE INC	MAR'24 STREET MAINTENANCE MOE TAX PVM	33,106.70
	STREET MAINTENANCE TOTAL:	33,106.70
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	APR'24 LAW ENFRMNT BODY CAMERAS IN-CAR VIDEO	899,962.68
	LAW ENFORCEMENT-CONTRACT TOTAL:	899,962.68
LAW ENFORCEMENT-OTHER		
ALL CITY MANAGEMENT SERVICES	03/17-03/30/24 457.33 HRS-CROSSING GUARD SERVICES	14,154.36
	LAW ENFORCEMENT-OTHER TOTAL:	14,154.36
EOC		
US BANK PURCHASING CARD PROGRAM	SL 3/05 RALPHS - FOOD WATER FOR TRAINING	60.55
US BANK PURCHASING CARD PROGRAM	SL 3/07 AMAZON - EOC EQUIPMENT	229.53
US BANK PURCHASING CARD PROGRAM	SL 3/21 ALDEN-NARCAN STORAGE EQUIP & SIGNAGE	1,258.27
	EOC TOTAL:	1,548.35
	GENERAL FUND TOTAL:	1,136,867.23

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL		
NIEVES LANDSCAPE INC	MAR'24 CH LANDSCAPE MAINTENANCE	678.00
THE GAS COMPANY	03/01/24-04/01/24 METER#16122180 CH GAS	650.63
SO CAL EDISON	MAR'24 ACCT#7189 CITY HALL ELECTRICITY	4,613.72
MOULTON NIGUEL WATER DIST	ACCT#65408/65407/65406 CH WATER SVC	606.37
	NON-DEPARTMENTAL TOTAL:	6,548.72
	GEN. FD-CITY HALL TOTAL:	6,548.72

103 - GF-AV RECREATION SERVICES

RECREATION SERVICES		
MITY-LITE INC	REPLACEMENT TABLES DAMAGED FROM RENTAL- AVR	1,043.42
JOY E. TORRES	WINTER2024-WAV105/106/162/163 YOGA-15 PARTICIPANTS	1,008.00
SKYHAWKS SPORTS ACADEMY, INC	WINTER2024-WAV064/065/066/067 MULTISPORT-19 PARTIC	1,473.60
TUMBLE-N-KIDS, INC	WIN24-WAV96/40/44/32/34/36/38 GYMNASICS-46 PARTI	2,443.20
EPC PLAYTIME	WINTER2024-WAV049/WAV102 SOCCER-10 PARTICIPANTS	774.00
RONALD S. COHAN	WINTER2024-WAV851 TAI CHI-15 PARTICIPANTS	405.00
LAURELINDA HAUSSON	WINTER2024-WAV072/078/075 ENRICHMENT-18 PARTICIPAN	1,236.00
PRESTIGIOUS CLEANERS LLC	3/17 AVR LINEN DRY CLEANING	231.34
PRESTIGIOUS CLEANERS LLC	3/24 AVR LINEN DRY CLEANING	517.10
FITNESS WITH FLAVOR LLC	WINTER24-WAV145/146/148/085/086/701/702-28 PARTI	1,698.00
GARDAWORLD	APR'24 AVR CASH COURIER SERVICE	445.80
GREAT SCOTT TREE SERVICE, INC	MAR'24 AVR TREE TRIMMING	1,548.00
GREAT SCOTT TREE SERVICE, INC	MAR'24 AVR EMERGENCY TREE TRIMMING	320.00
ROXANNE BELL	WINTER2024-WAV152/WAV088 DANCE-2 PARTICIPANTS	133.00
JENNIFER BALES	WINTER2024-WAV006 STAGE PLAY/WAV013 DANCE-6 PARTI	324.00
FIT FIRST LLC	WINTER2024-WAV751 MUSIC-4 PARTICIPANTS	192.00
RUIHONG LI	WINTER2024-WAV193/191/455/452 YOGA-11 PARTICIPANTS	528.00
SARA GUTIERREZ	WINTER2024-WAV174 BOXING-2 PARTICIPANTS	98.40
ERNA VAN DYK	WINTER2024-WAV278/WAV272 ART-13 PARTICIPANTS	543.00
ANGIE DOROTHY ABAD	WINTER2024-WAV555 HULA-4 PARTICIPANTS	192.00
RICOH USA	JAN-MAR'24 C2500 AVR PRINTS (8774)	431.46
NIEVES LANDSCAPE INC	MAR'24 AVR LANDSCAPE MAINTENANCE	2,262.67
NIEVES LANDSCAPE INC	MAR'24 AVR LANDSCAPE MAINTENANCE - REMEDIAL	657.55
SHI INTERNATIONAL CORP	HARDWARE UPS REPLACEMENTS - AVR	1,642.99
GOTO COMMUNICATIONS	APR'24 AVR GOTO VOIP SERVICE & SUPPORT	665.00
US BANK PURCHASING CARD PROGRAM	JB 3/21 COSTCO - CLEANING SUPPLIES	32.30
US BANK PURCHASING CARD PROGRAM	KB 2/28 HOME DEPOT - AVR LM BLINDS DOOR WINDOW	39.85
US BANK PURCHASING CARD PROGRAM	KB 3/20 DENAULTS HARDWARE - AVR HARDWARE SIGN	1.75

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	KB 2/29 HOME DEPOT - AVR RETURN CREDIT OF BLINDS	(32.30)
US BANK PURCHASING CARD PROGRAM	KB 2/27 HOME DEPOT - AVR LM OFFICE WINDOW BLINDS	125.99
SO CAL EDISON	MAR'24 ACCT#4551 FARM	229.53
MOULTON NIGUEL WATER DIST	ACCT#105234/104936/104935/104986 RANCH WATER SVC	1,150.35
MOULTON NIGUEL WATER DIST	ACCT#104519/104515 FARM WATER SVC	207.04
VICTORY LOCK CONTROL, INC	LABOR: TROUBLESHOOT ELECTRONIC LOCKING ISSUES AVR	650.00
	RECREATION SERVICES TOTAL:	23,218.04
	GF-AV RECREATION SERVICES TOTAL:	23,218.04

203 - GAS TAX

STREET MAINTENANCE		
PV MAINTENANCE INC	MAR'24 STREET MAINTENANCE GAS TAX PVM	40,463.74
SCA OF CA LLC	MAR'24 STREET SWEEPING SERVICES	8,668.66
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	MAR'24 DATABASE MAINT + 19 TICKETS	43.25
NIEVES LANDSCAPE INC	MAR'24 MEDIANS LANDSCAPE MAINTENANCE	1,586.00
SAN DIEGO GAS & ELECTRIC	FEB'24 ST LIGHTS & TRAFFIC CTRLRS	2,552.03
SO CAL EDISON	MAR'24 ACCT#6377 LS2 ST LIGHTS	1,309.62
SO CAL EDISON	MAR'24 ACCT#7241 LS1 ST LIGHTS	17,527.24
SO CAL EDISON	MAR'24 ACCT#8254 TC1 ST LIGHTS LECTRICITY	4,020.11
MOULTON NIGUEL WATER DIST	ACCT#64613/64615 MEDIANS WATER SVC	181.96
	STREET MAINTENANCE TOTAL:	76,352.61
	GAS TAX TOTAL:	76,352.61

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE	APR'24 ECITATIONS MTRCYCLE REPLCMNT MOBILE DATA	5,932.50
	LAW ENFORCEMENT-OTHER TOTAL:	5,932.50
	PUBLIC SAFETY GRANTS TOTAL:	5,932.50

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS		
GRANICUS INC	APR-JUN'24 GRANICUS WEBSTREAMING	4,380.54
ERIC WINTER	MAR'24-CC MTG3/6&3/20 SPRTSZN22-25/SITEVSTS&ADMIN	1,307.76
	GEN-TECHNOLOGY GRANTS TOTAL:	5,688.30
	TECHNOLOGY FUND TOTAL:	5,688.30

251 - FEDERAL GRANTS

GEN-FEDERAL GRANT		
BEST BEST & KRIEGER	JAN'24 BBK 89 PLAYA CIR	4,668.60
BEST BEST & KRIEGER	FEB'24 BBK 89 PLAYA CIRCLE	392.30
	GEN-FEDERAL GRANT TOTAL:	5,060.90
	FEDERAL GRANTS TOTAL:	5,060.90

261 - CITY FAC.-AQUATIC CENTER

PREMIER AQUATIC SERVICES	APR'24 AQC RETENTION FEES	(1,208.30)
		-1,208.30
GEN-AQUATIC CENTER		
GARDAWORLD	APR'24 AQC CASH COURIER SERVICE	514.17
PREMIER AQUATIC SERVICES	APR'24 AQC MANAGEMENT FEES	12,083.00
NIEVES LANDSCAPE INC	MAR'24 AQC LANDSCAPE MAINTENANCE	912.48
THE GAS COMPANY	03/04/24-04/02/24 MTR#15672349 AQC GAS SVC	2,702.69
ALISO VIEJO BANQUET CENTER LLC	JAN-MAR'24-AQ CTR-MTR#4987 ELECTRICITY	3,344.98
US BANK PURCHASING CARD PROGRAM	KB 2/29 HOME DEPOT-AQC CUTTING TOOLS DECK BOLLARDS	53.84
US BANK PURCHASING CARD PROGRAM	KB 2/26 HOME DEPOT - AQC TOOL SPA JETS	13.98
US BANK PURCHASING CARD PROGRAM	KB 3/11 HOME DEPOT -AQC BOLLARD HARDWARE POOL DECK	148.43
MOULTON NIGUEL WATER DIST	ACCT#64095/64096 AQC WATER SVC	604.98
	GEN-AQUATIC CENTER TOTAL:	20,378.55
	CITY FAC.-AQUATIC CENTER TOTAL:	19,170.25

Vendor Name	Description (Item)	Amount
332 - STORM WATER		
DRAINAGE IMPROVEMENTS		
PV MAINTENANCE INC	MAR'24 WOOD CANYON WETLANDS PV MAINTENANCE	612.43
	DRAINAGE IMPROVEMENTS TOTAL:	612.43
	STORM WATER TOTAL:	612.43
411 - DEBT SERVICE		
DEBT SERVICE		
KOPPEL & GRUBER PUBLIC FIN.	FY22-23 ANNUAL COP DISCLOSURE REPORT	2,239.26
	DEBT SERVICE TOTAL:	2,239.26
	DEBT SERVICE TOTAL:	2,239.26
731 - CFD 2005-01		
TRUST FUND		
KOPPEL & GRUBER PUBLIC FIN.	JAN-MAR'24 CFD ADMIN SERVICES	2,223.87
	TRUST FUND TOTAL:	2,223.87
	CFD 2005-01 TOTAL:	2,223.87
	GRAND TOTAL:	1,283,914.11

Fund Summary		
Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,136,867.23	1,136,867.23
102 - GEN. FD-CITY HALL	6,548.72	6,548.72
103 - GF-AV RECREATION SERVICES	23,218.04	23,218.04
203 - GAS TAX	76,352.61	76,352.61
215 - PUBLIC SAFETY GRANTS	5,932.50	5,932.50
241 - TECHNOLOGY FUND	5,688.30	5,688.30
251 - FEDERAL GRANTS	5,060.90	5,060.90
261 - CITY FAC.-AQUATIC CENTER	19,170.25	19,170.25
332 - STORM WATER	612.43	612.43
411 - DEBT SERVICE	2,239.26	2,239.26
731 - CFD 2005-01	2,223.87	2,223.87
Grand Total:	1,283,914.11	1,283,914.11

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,136,867.23
102 - GEN. FD-CITY HALL	6,548.72
103 - GF-AV RECREATION SERVICES	23,218.04
203 - GAS TAX	76,352.61
215 - PUBLIC SAFETY GRANTS	5,932.50
241 - TECHNOLOGY FUND	5,688.30
251 - FEDERAL GRANTS	5,060.90
261 - CITY FAC.-AQUATIC CENTER	19,170.25
332 - STORM WATER	612.43
411 - DEBT SERVICE	2,239.26
731 - CFD 2005-01	2,223.87
Grand Total:	1,283,914.11

Account Summary

Account Number	Account Name	Payment Amount
101-2602-000	PLANNING DEPOSIT	6,158.00
101-2603-000	ENGINEERING DEPOSIT	953.50
101-2606-000	C & D DEPOSIT	1,000.00
101-32010	BUILDING PERMITS	153.50
101-32020	ELECTRICAL PERMITS	83.32
101-32030	PLUMBING PERMITS	53.79
101-32040	MECHANICAL PERMITS	199.57
101-32090	ISSUANCE FEE	23.09
101-36440	SCANNING	3.22
101-37505	INFORMATION TECHNO...	2.69
101-4-1501-4225-000	VEHICLE/CELL	335.00
101-4-1501-4520-000	MTGS/CONF./TRNG & D...	1,180.96
101-4-1502-4302-000	ECONOMIC DEVELOPM...	772.19
101-4-1503-4309-000	OTHER CONTRACTUAL S...	134.00
101-4-2101-4304-000	LEGAL SERVICES	62,275.00
101-4-2101-4532-000	SPECIAL PROJECTS	14,999.10
101-4-2101-4701-000	NPDES	289.00
101-4-2101-4733-000	ZONING CODE	1,170.00
101-4-2101-4735-000	LITIGATION	896.30
101-4-2501-4301-000	PROFESSIONAL SERVICES	14,452.32
101-4-2501-4305-000	TECHNOLOGY SERVICES	5.38
101-4-2501-4309-000	OTHER CONTRACTUAL S...	480.00
101-4-2501-4520-000	MTGS/CONF./TRNG & D...	315.00
101-4-3101-4301-000	PROFESSIONAL SERVICES	1,676.67
101-4-3101-4305-000	TECHNOLOGY SERVICES	2,067.98
101-4-3101-4481-000	COMPUTER EXPENSE	22,596.08
101-4-3501-4431-000	BUILDING & GROUND M...	2,093.07
101-4-3501-4471-000	RENT	466.38
101-4-3501-4513-000	PRINTING	115.97
101-4-3501-4516-000	FUEL	738.62
101-4-4101-4520-000	MTGS/CONF./TRNG & D...	2,317.52
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	6,121.14
101-4-4101-4528-000	REC-PARTNER EVENTS	77.71
101-4-4101-4601-000	SUPPLIES	9.68
101-4-4102-4431-000	BUILDING & GROUND M...	6,846.00
101-4-4104-4529-000	REC-YOUTH PROGRAMS	25,000.00
101-4-4401-4305-000	PLANNING TECHNOLOGY...	159.90
101-4-4401-4309-000	OTHER CONTRACTUAL S...	2,175.00
101-4-4401-4520-000	MTGS/CONF./TRNG & D...	1,806.91
101-4-4401-4521-000	MEMBERSHIP & DUES	105.98
101-4-4401-4532-000	SPECIAL PROJECTS	5,400.00
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	981.20

Account Summary

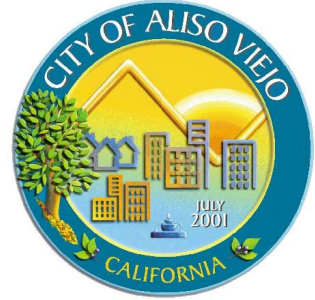
Account Number	Account Name	Payment Amount
101-4-4501-4601-000	SUPPLIES	231.32
101-4-4501-4620-000	MINOR EQUIPMENT	493.08
101-4-4501-4701-000	NPDES	680.00
101-4-4503-4771-000	C.S-STREET MAINTENAN...	33,106.70
101-4-5101-4308-000	LAW ENFORCEMENT	899,962.68
101-4-5102-4721-000	C.S-CROSSING GUARDS	14,154.36
101-4-5401-4520-000	MTGS/CONF/TRNG & D...	60.55
101-4-5401-4612-000	OPERATING SUPPLIES	1,487.80
102-4-3501-4411-000	UTILITIES	5,870.72
102-4-3501-4431-000	BUILDING & GROUND M...	678.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	3,389.45
103-4-4105-4309-000	OTHER CONTRACTUAL S...	11,048.20
103-4-4105-4411-000	UTILITIES	1,150.35
103-4-4105-4431-000	BUILDING & GROUND M...	4,923.51
103-4-4105-4451-000	FARM OPERATING EXPE...	436.57
103-4-4105-4561-000	TAXES/FEES/PERMITS	445.80
103-4-4105-4601-000	SUPPLIES	32.30
103-4-4105-4612-000	OPERATING SUPPLIES	748.44
103-4-4105-4620-000	MINOR EQUIPMENT	1,043.42
203-4-4503-4411-000	UTILITIES	25,590.96
203-4-4503-4771-000	C.S-STREET MAINTENAN...	42,092.99
203-4-4503-4772-000	C.S-STREET SWEEPING	8,668.66
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM...	5,932.50
241-4-6141-4309-000	OTHER CONTRACTUAL S...	1,307.76
241-4-6141-4481-000	IT/COMPUTER EQUIPM...	4,380.54
251-4-6151-4309-000	OTHER CONTRACTUAL S...	5,060.90
261-2103-000	RETENTIONS PAYABLE	-1,208.30
261-4-6161-7401-000	EQUIPMENT MAINTENA...	67.82
261-4-6161-7411-000	UTILITIES	6,652.65
261-4-6161-7421-000	BUILDING & GROUND M...	1,060.91
261-4-6161-7445-000	FEES & PERMITS	514.17
261-4-6161-7451-000	MANAGEMENT FEES	12,083.00
332-4-8601-5911-000	REHABILITATION	612.43
411-4-7101-4542-000	INTEREST & FISCAL CHGS	2,239.26
731-4-7501-4542-000	INTEREST & FISCAL CHGS	2,223.87
Grand Total:		1,283,914.11

Project Account Summary

Project Account Key	Payment Amount
None	1,276,190.18
0305911	612.43
ENG 2254	953.50
PA 19-041	6,158.00
Grand Total:	1,283,914.11

City of Aliso Viejo

AGENDA ITEM



DATE: May 1, 2024

TO: Mayor and City Council

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

SUBJECT: TREASURER'S STATEMENT – MARCH 2024

Recommended Action:

Receive and file the March 2024 Treasurer's Statement.

Fiscal Impact:

No Fiscal Impact.

Background:

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

Discussion:

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

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

Attachment:

1. March 2024 Treasurer's Statement

CITY OF ALISO VIEJO

TREASURER'S MONTHLY CASH STATEMENT

March 31, 2024

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE
GENERAL FUND	\$ 2,932,755.00	\$ 3,042,346.96	\$ 1,828,755.17	\$ (236,004.67)	\$ 3,910,342.12
TCRF	\$ 70,919.63	2,431.14			73,350.77
GAS TAX FUND	\$ 1,055,324.18	142,246.88	64,872.55		1,132,698.51
MEASURE M	\$ 1,496,982.63	219,667.26	2,156.00	(175,484.44)	1,539,009.45
SB1-RMRA	\$ 1,387,868.07	145,681.98		(1,108,513.40)	425,036.65
PUBLIC SAFETY GRANTS	\$ 294,300.96	20,963.63	7,775.50		307,489.09 ⁽¹⁾
AIR QUALITY IMPRVMT FD	\$ 1,348,629.38	61,738.63			1,410,368.01
INTEGRATED WASTE MGMT FD	\$ 59,032.00	2,047.56	965.00		60,114.56
OTHER GRANTS	\$ (188,888.35)				(188,888.35)
TECHNOLOGY GRANT	\$ 358,712.37	11,977.16			370,689.53
DEVELOPMENT IMPACT	\$ 1,377,777.33				1,377,777.33
FEDERAL GRANTS	\$ (241,773.27)	231,829.13		(77,390.00)	(87,334.14)
CITY FACILITY - AV CTR	\$ 179,758.92				179,758.92
CITY FACILITY - AQUATIC CTR	\$ (123,239.07)	82,550.95	69,304.45		(109,992.57)
STREET IMPROVEMENTS	\$ (175,502.77)		5,767.30	1,282,206.72	1,100,936.65 ⁽²⁾
CAPITAL IMPROVEMENTS	\$ (124,290.64)		188,044.92	314,264.29	1,928.73 ⁽²⁾
STORM WATER	\$ -		921.50	921.50	- ⁽²⁾
COP CAPITAL	\$ -				- ⁽²⁾
COP	\$ (2,984.82)				(2,984.82)
AV RANCH FOUNDATION	\$ 100.00				100.00
CFD 2005-01	\$ (1,004.00)	193,145.45	193,991.45		(1,850.00)
RENEWABLE FARMS	\$ 2,699.52				2,699.52
COMMUNITY TRUST	\$ 5,562.68				5,562.68
TOTALS	\$ 9,712,739.75	\$ 4,156,626.73	\$ 2,362,553.84	\$ 0.00	\$ 11,506,812.64

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	\$ 3,264,485.99
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	\$ 8,242,326.65

TOTAL CASH

\$ 11,506,812.64

Years to Maturity for March 2024	1.66
Weighted Average Yield for March 2024	3.630%

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

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

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center.	\$ 36,320,505.30
Cash With Fiscal Agent COPS/CFD 2005-01	4,346,557.57
Cash With Investment Advisor City Investments	29,337,306.13
AV Center	2,374,740.06
PR Account	259,051.16
Petty Cash	2,850.38
GRAND TOTAL OF CITY FUNDS	\$ 47,827,317.94

(1) Public Safety Grant includes the MDC and PVS Program Costs budgeted with SLESF funds.

(2) Transfers in and out are done on a quarterly basis.

Street Improvements include the Slurry Seal, Traffic Management and Street Improvement Projects.

Capital Improvements include City Hall, AV Ranch, and other city facilities.

Storm Water includes the Dairy Fork and Wood Canyon Emergent Wetland Project.

Portfolio Summary

City of Aliso Viejo

March 31, 2024

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	Book YTM
Certificates of Deposit	4,655,000.00	4,496,700.60	4,649,519.35	12.37	506	1.76
Corporate Bonds	1,500,000.00	1,473,265.00	1,496,985.00	3.98	200	1.98
LAIF	8,242,326.65	8,242,326.65	8,242,326.65	21.93	1	4.23
Money Market Funds	246,502.01	246,502.01	246,502.01	0.66	1	5.19
U.S. Agencies	5,235,000.00	4,919,217.05	4,968,711.05	13.22	928	3.13
U.S. Treasuries	18,850,000.00	17,964,587.50	17,975,588.72	47.83	860	4.09
	38,728,828.66	37,342,598.81	37,579,632.78	100.00	605	3.63

Investments		
Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	82,110.58	791,836.74
Average Daily Balance	38,303,008.24	36,545,543.32
Book Rate of Return	2.52%	2.88%

Holdings Report

City of Aliso Viejo

March 31, 2024

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
15118RUV7	Celtic Bank 1.400%	04/17/2024	245,000.00	04/17/2020	245,000.00	99.78	244,465.90	0.65%	NR/NR	0.05
				1.40%	245,000.00	12.25%	140.96	-534.10	NR	0.13
32110YPS8	First National Bank of America 1.250%	04/22/2024	245,000.00	04/23/2020	244,522.25	99.72	244,311.55	0.65%	NR/NR	0.06
				1.30%	244,522.25	10.91%	83.90	-210.70	NR	0.15
15201QDF1	CenterState Bank 1.200%	04/30/2024	245,000.00	04/30/2020	244,522.25	99.62	244,071.45	0.65%	NR/NR	0.08
				1.25%	244,522.25	9.68%	1,240.44	-450.80	NR	0.17
58404DGU9	Medallion Bank 1.200%	04/30/2024	245,000.00	04/30/2020	244,522.25	99.62	244,071.45	0.65%	NR/NR	0.08
				1.25%	244,522.25	9.68%	1,240.44	-450.80	NR	0.17
538036JN5	Live Oak Banking 1.650%	08/28/2024	245,000.00	02/28/2020	244,529.60	98.49	241,302.95	0.65%	NR/NR	0.41
				1.69%	244,529.60	5.88%	343.34	-3,226.65	NR	0.49
856285RU7	State Bank of India 2.000%	11/27/2024	245,000.00	12/06/2019	245,000.00	97.90	239,852.55	0.65%	NR/NR	0.66
				2.00%	245,000.00	5.49%	1,691.51	-5,147.45	NR	0.73
61760A4F3	Morgan Stanley Private Bank 1.950%	12/12/2024	245,000.00	12/13/2019	244,416.90	97.73	239,448.30	0.65%	NR/NR	0.70
				2.00%	244,416.90	5.49%	1,452.88	-4,968.60	NR	0.77
61690UUJ7	Morgan Stanley Bank 1.800%	02/27/2025	245,000.00	02/28/2020	244,416.90	97.04	237,743.10	0.65%	NR/NR	0.91
				1.85%	244,416.90	5.34%	410.79	-6,673.80	NR	0.98
14042RPG0	Capital One Bank NA 1.600%	04/08/2025	245,000.00	04/09/2020	244,412.00	96.54	236,527.90	0.65%	NR/NR	1.02
				1.65%	244,412.00	5.28%	1,868.71	-7,884.10	NR	1.09
33847E3J4	Flagstar Bank 0.900%	05/15/2025	245,000.00	05/15/2020	245,000.00	95.48	233,923.55	0.65%	NR/NR	1.12
				0.90%	245,000.00	5.26%	833.67	-11,076.45	NR	1.20
866264DP6	Summit State Bank 0.850%	05/15/2025	245,000.00	05/18/2020	244,402.20	95.43	233,791.25	0.65%	NR/NR	1.12
				0.90%	244,402.20	5.26%	787.36	-10,610.95	NR	1.20
89235MJS1	Toyota Financial Savings Bank 0.800%	06/30/2025	245,000.00	06/30/2020	245,000.00	94.90	232,512.35	0.65%	NR/NR	1.25
				0.73%	245,000.00	5.19%	504.77	-12,487.65	NR	1.32
59013KLQ7	Merrick Bank 0.550%	12/30/2025	245,000.00	12/30/2020	245,000.00	92.70	227,115.00	0.65%	NR/NR	1.75
				0.55%	245,000.00	4.96%	118.13	-17,885.00	NR	1.82
02007GXG3	Ally Bank 3.450%	08/04/2026	245,000.00	08/04/2022	245,000.00	97.07	237,831.30	0.65%	NR/NR	2.35
				3.45%	245,000.00	4.54%	1,319.98	-7,168.70	NR	2.31
90348JR93	UBS Bank USA 0.950%	08/11/2026	245,000.00	08/11/2021	245,000.00	91.46	224,084.35	0.65%	NR/NR	2.36
				0.95%	245,000.00	4.62%	133.91	-20,915.65	NR	2.42
38149MYB3	Goldman Sachs Bank 1.000%	08/11/2026	245,000.00	08/11/2021	245,000.00	91.63	224,493.50	0.65%	NR/NR	2.36
				1.00%	245,000.00	4.62%	335.62	-20,506.50	NR	2.41
254673N44	Discover Bank 3.500%	07/29/2027	245,000.00	08/03/2022	245,000.00	96.81	237,177.15	0.65%	NR/NR	3.33
				3.50%	245,000.00	4.21%	1,480.07	-7,822.85	NR	3.19
87164XN93	Synchrony Bank 3.500%	08/05/2027	245,000.00	08/05/2022	245,000.00	96.81	237,177.15	0.65%	NR/NR	3.35
				3.50%	245,000.00	4.20%	1,315.62	-7,822.85	NR	3.20
02589ADQ2	American Express National Bank 3.450%	08/10/2027	245,000.00	08/12/2022	243,775.00	96.65	236,799.85	0.65%	NR/NR	3.36
				3.56%	243,775.00	4.20%	1,181.03	-6,975.15	NR	3.22

Holdings Report

City of Aliso Viejo

March 31, 2024

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
					4,649,519.35		4,496,700.60	12.37%		1.39
Total Certificates of Deposit			4,655,000.00	1.76%	4,649,519.35	6.16%	16,483.13	-152,818.75		1.42
Corporate Bonds										
30231GBC5	Exxon Mobil	08/16/2024	500,000.00	12/12/2019	501,615.00	98.79	493,935.00	1.33%	Aa2/AA-	0.38
	2.019%	07/16/2024			501,615.00	6.14%	1,261.88	-7,680.00	NR	0.44
037833DM9	Apple	09/11/2024	500,000.00	12/06/2019	497,165.00	98.44	492,175.00	1.32%	Aaa/AA+	0.45
	1.800%	08/11/2024			497,165.00	6.07%	500.00	-4,990.00	NR	0.51
64952WDL4	New York Life	01/22/2025	500,000.00	01/22/2020	498,205.00	97.43	487,155.00	1.33%	Aaa/AA+	0.81
	2.000%				498,205.00	5.65%	1,916.67	-11,050.00	AAA	0.86
					1,496,985.00		1,473,265.00	3.98%		0.55
Total Corporate Bonds			1,500,000.00	1.98%	1,496,985.00	5.95%	3,678.55	-23,720.00		0.60
LAIF										
9830007	LAIF	04/01/2024	8,242,326.65	03/05/2024	8,242,326.65	1.00	8,242,326.65	21.93%	NR/NR	0.00
	4.232%				8,242,326.65	4.23%	0.00	0.00	NR	0.00
					8,242,326.65		8,242,326.65	21.93%		0.00
Total LAIF			8,242,326.65	4.23%	8,242,326.65	4.23%	0.00	0.00		0.00
Money Market Funds										
FGZXX	First American Govt. FGZXX	04/01/2024	246,502.01		246,502.01	1.00	246,502.01	0.66%	Aaa/AAA	0.00
	5.193%				246,502.01	5.19%	210.75	0.00	NR	0.00
					246,502.01		246,502.01	0.66%		0.00
Total Money Market Funds			246,502.01	5.19%	246,502.01	5.19%	210.75	0.00		0.00
U.S. Agencies										
3133ELG99	FFCB	06/10/2024	500,000.00	06/10/2020	498,220.00	99.09	495,465.00	1.33%	Aaa/AA+	0.19
	0.375%				498,220.00	7.41%	578.12	-2,755.00	AA+	0.27
3133ELCP7	FFCB	12/03/2024	235,000.00	12/09/2019	233,926.05	97.70	229,602.05	0.62%	Aaa/AA+	0.68
	1.625%				233,926.05	5.61%	1,251.70	-4,324.00	AA+	0.73
3137EAEX3	FHLMC	09/23/2025	500,000.00	10/20/2020	497,505.00	93.67	468,350.00	1.32%	Aaa/AA+	1.48
	0.375%				497,505.00	5.08%	41.67	-29,155.00	AA+	1.52

Holdings Report

City of Aliso Viejo

March 31, 2024

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Agencies										
3130AK5J1	FHLB	09/18/2026	1,000,000.00	02/16/2023	872,060.00	90.52	905,150.00	2.32%	Aaa/AA+	2.47
	0.700%	04/04/2024		4.61%	872,060.00	4.92%	252.78	33,090.00	AA+	2.46
3130ASD63	FHLB	06/28/2027	1,000,000.00	06/28/2022	1,000,000.00	95.85	958,520.00	2.66%	Aaa/AA+	3.24
	3.250%	06/28/2024		3.25%	1,000,000.00	4.76%	8,395.83	-41,480.00	AA+	3.02
3133EPAU9	FFCB	07/14/2027	1,000,000.00	02/16/2023	990,390.00	98.21	982,070.00	2.64%	Aaa/AA+	3.29
	3.875%			4.12%	990,390.00	4.47%	8,288.19	-8,320.00	AA+	3.09
3136G4X99	FNMA	08/25/2027	1,000,000.00	04/06/2023	876,610.00	88.01	880,060.00	2.33%	Aaa/AA+	3.40
	0.740%	08/25/2024		3.82%	876,610.00	4.66%	740.00	3,450.00	AA+	3.35
					4,968,711.05		4,919,217.05	13.22%		2.54
Total U.S. Agencies			5,235,000.00	3.13%	4,968,711.05	5.05%	19,548.29	-49,494.00		2.46
U.S. Treasuries										
912797KE6	U.S. Treasury	06/11/2024	500,000.00	02/21/2024	491,961.75	98.98	494,880.00	1.31%	P-1/A-1+	0.20
				5.39%	491,961.75	7.74%	0.00	2,918.25	F1+	0.28
912828YM6	U.S. Treasury	10/31/2024	1,500,000.00	08/09/2023	1,434,316.41	97.86	1,467,885.00	3.82%	Aaa/AA+	0.59
				5.23%	1,434,316.41	5.79%	9,457.42	33,568.59	AA+	0.65
91282CHL8	U.S. Treasury	06/30/2025	1,000,000.00	11/10/2023	993,398.44	99.64	996,370.00	2.64%	Aaa/AA+	1.25
	4.625%				5.05%	993,398.44	4.90%	11,689.56	2,971.56	AA+
91282CEY3	U.S. Treasury	07/15/2025	1,000,000.00	05/30/2023	973,437.50	97.66	976,560.00	2.59%	Aaa/AA+	1.29
	3.000%				4.32%	973,437.50	4.98%	6,346.15	3,122.50	AA+
91282CFE6	U.S. Treasury	08/15/2025	1,000,000.00	01/13/2023	980,078.13	97.72	977,230.00	2.61%	Aaa/AA+	1.38
	3.125%				3.94%	980,078.13	4.93%	3,949.18	-2,848.13	AA+
91282CFP1	U.S. Treasury	10/15/2025	1,000,000.00	05/30/2023	1,000,625.00	99.18	991,760.00	2.66%	Aaa/AA+	1.54
	4.250%				4.22%	1,000,625.00	4.81%	19,624.32	-8,865.00	AA+
912828M56	U.S. Treasury	11/15/2025	1,000,000.00	05/30/2023	955,117.19	96.06	960,590.00	2.54%	Aaa/AA+	1.63
	2.250%				4.19%	955,117.19	4.88%	8,530.22	5,472.81	AA+
91282CGL9	U.S. Treasury	02/15/2026	1,000,000.00	05/30/2023	997,578.13	98.76	987,580.00	2.65%	Aaa/AA+	1.88
	4.000%				4.09%	997,578.13	4.69%	5,054.95	-9,998.13	AA+
91282CGV7	U.S. Treasury	04/15/2026	1,200,000.00	01/22/2024	1,187,437.50	98.27	1,179,276.00	3.16%	Aaa/AA+	2.04
	3.750%				4.24%	1,187,437.50	4.65%	20,778.69	-8,161.50	AA+
91282CCF6	U.S. Treasury	05/31/2026	1,000,000.00	06/13/2022	915,976.56	92.13	921,290.00	2.44%	Aaa/AA+	2.17
	0.750%				3.01%	915,976.56	4.73%	2,520.49	5,313.44	AA+
91282CCJ8	U.S. Treasury	06/30/2026	1,000,000.00	06/29/2022	913,125.00	92.20	922,030.00	2.43%	Aaa/AA+	2.25
	0.875%				3.20%	913,125.00	4.68%	2,211.54	8,905.00	AA+
91282CCP4	U.S. Treasury	07/31/2026	1,100,000.00	01/13/2023	987,292.97	91.39	1,005,301.00	2.63%	Aaa/AA+	2.33
	0.625%				3.73%	987,292.97	4.69%	1,152.13	18,008.03	AA+

Holdings Report

City of Aliso Viejo

March 31, 2024

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Treasuries										
91282CJT9	U.S. Treasury 4.000%	01/15/2027	1,000,000.00	01/22/2024 4.12%	996,718.75 996,718.75	98.81 4.47%	988,050.00 8,461.54	2.65% -8,668.75	Aaa/AA+ AA+	2.79 2.66
912828X88	U.S. Treasury 2.375%	05/15/2027	1,000,000.00	06/29/2022 3.20%	962,851.56 962,851.56	94.10 4.49%	941,020.00 9,004.12	2.56% -21,831.56	Aaa/AA+ AA+	3.12 3.00
9128282R0	U.S. Treasury 2.250%	08/15/2027	1,050,000.00	01/13/2023 3.60%	990,322.27 990,322.27	93.37 4.46%	980,395.50 2,985.58	2.64% -9,926.77	Aaa/AA+ AA+	3.38 3.25
91282CCV1	U.S. Treasury 1.125%	08/31/2028	1,000,000.00	12/21/2023 3.98%	878,750.00 878,750.00	87.44 4.39%	874,410.00 978.26	2.34% -4,340.00	Aaa/AA+ AA+	4.42 4.28
91282CDF5	U.S. Treasury 1.375%	10/31/2028	1,500,000.00	12/21/2023 3.98%	1,328,906.25 1,328,906.25	88.09 4.35%	1,321,290.00 8,669.30	3.54% -7,616.25	Aaa/AA+ AA+	4.59 4.39
91282CJR3	U.S. Treasury 3.750%	12/31/2028	1,000,000.00	01/22/2024 4.03%	987,695.31 987,695.31	97.87 4.31%	978,670.00 9,478.02	2.63% -9,025.31	Aaa/AA+ AA+	4.76 4.32
					17,975,588.72		17,964,587.50	47.83%		2.36
Total U.S. Treasuries			18,850,000.00	4.09%	17,975,588.72	4.82%	130,891.47	-11,001.22		2.29
					37,579,632.78		37,342,598.81	100.00%		1.66
TOTAL PORTFOLIO			38,728,828.66	3.63%	37,579,632.78	4.94%	170,812.19	-237,033.97		1.62
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							37,513,411.00			

Transaction Report

City of Aliso Viejo

March 01, 2024 - March 31, 2024

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
03/01/2024	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	321.18	-	-
03/05/2024	Deposit		LAIF Deposit		-	-	-	500,000.00	-
03/11/2024	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	184.92	-	-
03/11/2024	Interest	037833DM9	AAPL 1.8 09/11/24	09/11/2024	-	-	4,500.00	-	-
03/18/2024	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	272.52	-	-
03/18/2024	Interest	3130AK5J1	FHLB 0.7 09/18/26	09/18/2026	-	-	3,500.00	-	-
03/20/2024	Maturity	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	245,000.00	-	-	-
03/20/2024	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	301.72	-	-
03/21/2024	Maturity	912797LL9	TREASURY BILL	03/21/2024	-	1,000,000.00	-	-	-
03/22/2024	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	243.32	-	-
03/25/2024	Interest	3137EAEX3	FHLMC 0 3/8 09/23/25	09/23/2025	-	-	937.50	-	-
03/26/2024	Maturity	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	245,000.00	-	-	-
03/26/2024	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	321.19	-	-
Grand Total:					0.00	1,490,000.00	10,582.35	500,000.00	0.00

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

CITY OF ALISO VIEJO

DIRECTOR OF FINANCIAL SVCS/ CITY TREAS
12 JOURNEY, #100
ALISO VIEJO, CA 92656

Account Number: 98-30-007

March 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
3/5/2024	3/4/2024	RD	1748671	1709101	ANN EIFERT	500,000.00

Account Summary

Total Deposit:	500,000.00	Beginning Balance:	7,742,326.65
Total Withdrawal:	0.00	Ending Balance:	8,242,326.65



PMIA/LAIF Performance Report as of 4/3/24



Quarterly Performance Quarter Ended 12/31/23

LAIF Apportionment Rate ⁽²⁾ :	4.00
LAIF Earnings Ratio ⁽²⁾ :	0.00010932476863589
LAIF Administrative Cost ^{(1)*} :	0.29
LAIF Fair Value Factor ⁽¹⁾ :	0.993543131
PMIA Daily ⁽¹⁾ :	3.96
PMIA Quarter to Date ⁽¹⁾ :	3.81
PMIA Average Life ⁽¹⁾ :	230

PMIA Average Monthly Effective Yields⁽¹⁾

March	4.232
February	4.122
January	4.012
December	3.929
November	3.843
October	3.670

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 2/29/24 \$164.3 billion

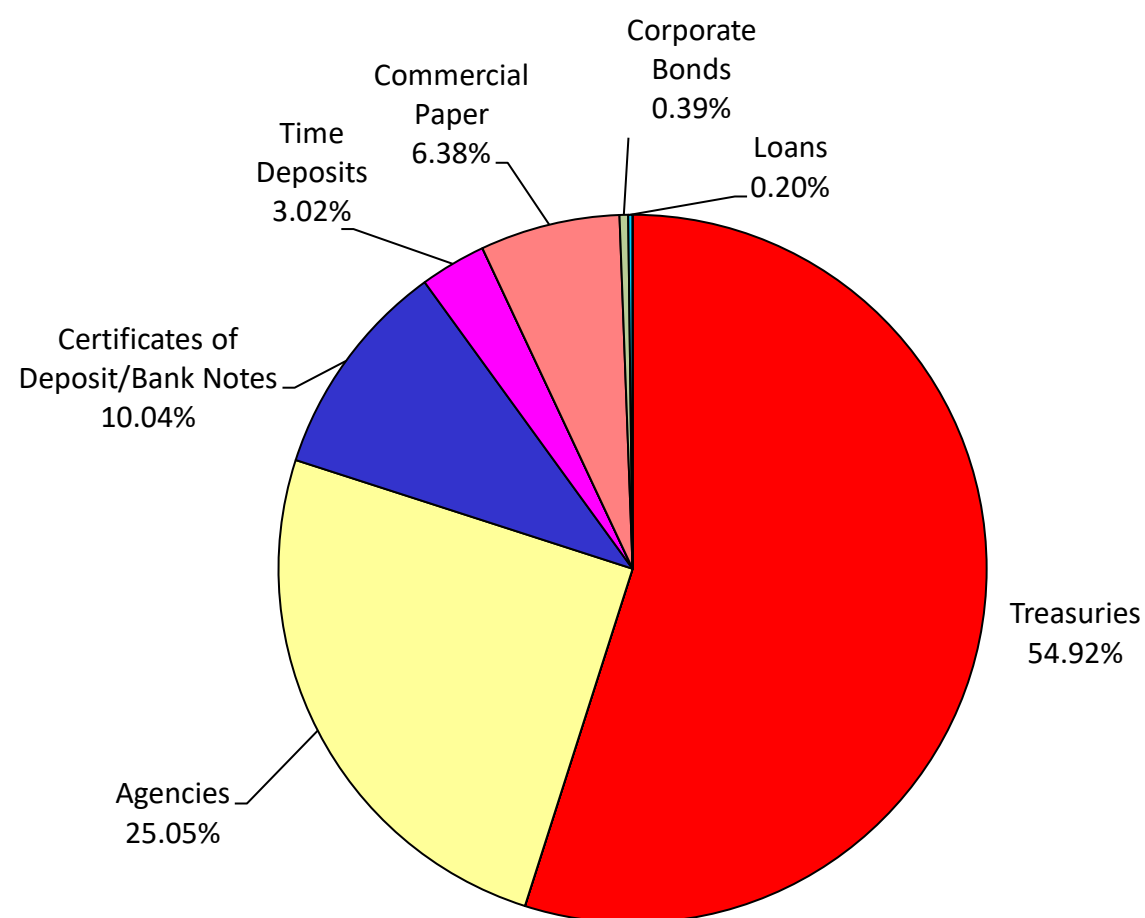


Chart does not include \$2,059,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

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

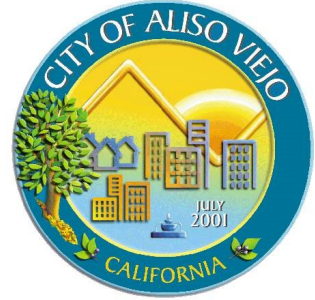
Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

City of Aliso Viejo

AGENDA ITEM



DATE: May 1, 2024

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: SECOND AMENDMENT TO THE AGREEMENT WITH HARTZOG & CRABILL, INC. FOR ON-CALL TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS

Recommended Actions:

1. Approve a second amendment to the agreement with Hartzog & Crabill, Inc. (HCI) to perform traffic engineering services for traffic signal operations that renews the agreement for an additional one-year term and increases the total compensation under the agreement by \$35,000 for a total agreement amount of \$140,000; and
2. Authorize the City Manager to execute the second amendment to the agreement.

Fiscal Impact:

The consultant fee for this work is estimated to be \$25,000 in FY 2024-25 for routine traffic signal operation services and \$10,000 for traffic signal operation support for the Alicia Parkway Regional Traffic Signal Synchronization Project. This work will be appropriated in the FY 2024-25 budget with Gas Tax funds.

Background:

The City currently maintains and operates 48 signalized intersections. The City utilizes traffic signal controllers that are capable of being monitored offsite through a phone modem. Also, some traffic signals are synchronized to improve the flow of traffic through the City's arterial roadways. The City anticipates being awarded funding through OCTA for the Alicia Parkway Regional Traffic Signal Synchronization Project during FY 2024-25. If awarded, it is estimated that project specific traffic signal operations services in the amount of \$10,000 would be required to complete the Regional Traffic Signal Synchronization Project (RTSSP) project along Alicia Parkway the north and south City limits, which is outside the scope of daily traffic signal operation services. Construction funds will be appropriated at the time the grant is awarded.

Discussion:

A request for proposal (RFP) was issued for traffic engineering services for traffic signal operations on March 24, 2021 and was advertised on the City website and was awarded to HCI on June 2, 2021 for an initial term of three years. This first agreement amendment increased the total compensation under the agreement by \$30,000. This second amendment will renew the agreement for an additional one-year term and increase the total compensation under the agreement by \$35,000. The City has the option to renew the Agreement for one additional one-year term after this amendment.

Attachment:

1. Second Amendment to Agreement with Hartzog & Crabill, Inc.

CITY OF ALISO VIEJO

SECOND AMENDMENT TO TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS

1. PARTIES AND DATE.

This Second Amendment to the **Professional Services Agreement for Traffic Engineering Services for Traffic Signal Operations** (“Second Amendment”) is entered into on the ____ day of _____, 2024, by and between the City of Aliso Viejo (hereinafter referred to as the “City”) and **Hartzog & Crabill, Inc.** (hereinafter referred to as the “Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled Professional Services Agreement for Traffic Engineering Services for Traffic Signal Operations dated June 2, 2021 (“Agreement”).

2.2 First Amendment. The Parties amended the Agreement in order to increase the total compensation under the Agreement by Thirty Thousand Dollars (\$30,000.00) on August 16, 2023.

2.3 Second Amendment. The parties now desire to amend the agreement in order to renew the agreement for an additional one-year term and to increase the total compensation under the Agreement by Thirty Five Thousand Dollars (\$35,000).

3. TERMS.

3.1 Term.

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

3.2 Compensation.

The total compensation for the Services provided pursuant to the Agreement, the First Amendment, and this Second Amendment shall not exceed **One Hundred Forty Thousand Dollars (\$140,000.00)** without written approval of the City Manager. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Second Amendment at the rates set forth in Exhibit “B” attached hereto.

3.3 Declaration of Political Contributions. Prior to the City’s approval of this Amendment, Consultant shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of their employees, including any

employee(s) that Consultant intends to assign to perform the Services described in this Second Amendment.

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

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

3.6 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**SIGNATURE PAGE FOR SECOND AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT FOR TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL
OPERATIONS BETWEEN THE CITY OF ALISO VIEJO AND HARTZOG &
CRABILL, INC.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to
Agreement on this ____ day of _____, 2024.

CITY OF ALISO VIEJO

Approved:

By: _____
Mitzi Ortiz, MMC
Acting City Manager

ATTEST:

By: _____
Lauren Torres
Deputy City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: _____
Ann Eifert
Director of Financial Services

HARTZOG & CRABILL, INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

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

City/County/State

Date

Name of Business

Print Name

Signature

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

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Name of Business

Print Name

Signature

Date

EXHIBIT “A”
TO SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC ENGINEERING
SERVICES FOR TRAFFIC SIGNAL OPERATIONS

SCOPE OF SERVICES

The scope of services is to remain unchanged from the original Professional Services Agreement for Traffic Engineering Services for Traffic Signal Operations, dated June 2, 2021.

EXHIBIT “B”
TO SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR
TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS

COMPENSATION

See attached.

Schedule of Hourly Rates

(for City of Aliso Viejo)

<u>Classification</u>	<u>Hourly Rates</u>
Principal Consultant.....	\$180
Senior Engineer.....	\$155
Associate Engineer.....	\$150
Traffic Signal System Supervisor.....	\$135
Senior Designer.....	\$130
Traffic Signal Systems Specialist.....	\$125
 * Traffic Counts (Cost, plus 15%).....	 \$ *

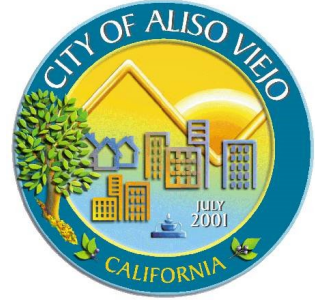
Note: Out of pocket expenses (blueprinting, reproduction, printing and delivery service) will be invoiced at Cost. These other direct costs are included in the not-to-exceed values for the aforementioned scope of services. A 15% fee for administration, coordination and handling will be added to subcontracted services.

This Schedule of Hourly Rates is effective as of March 1, 2024.

Rates may be adjusted after that date to compensate for increases of inflationary trends. Mileage shall be per current IRS rate. Rate can be found at the following link:
<https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2024-mileage-rate-increases-to-67-cents-a-mile-up-1-point-5-cents-from-2023#:~:text=Beginning%20on%20Jan.%201%2C%202024,up%201.5%20cents%20from%202023>.

City of Aliso Viejo

AGENDA ITEM



DATE: May 1, 2024

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: SECOND AMENDMENT TO THE AGREEMENT WITH SCA of CA, LLC
FOR STREET SWEEPING SERVICES

Recommended Actions:

1. Approve a second amendment to the agreement with SCA of CA, LLC to perform street sweeping services that renews the agreement for an additional one-year term and increases the total compensation under the agreement by \$115,000 for a total agreement amount of \$500,000; and
2. Authorize the City Manager to execute the second amendment to the agreement.

Fiscal Impact:

The cost of the requested work is expected to be about \$115,000 annually. Gas Tax Funds will be used for this work and will be appropriated in the fiscal year 2024-25 budget.

Background:

Street sweeping is an essential service that is required by the State in the City's National Pollutant Discharge Elimination System (NPDES) permit to help prevent litter, debris and sediment from entering the storm drain system which discharges into the ocean. It also provides an aesthetic benefit to the residents.

Discussion:

A request for proposal (RFP) was issued for street sweeping services and was advertised on the City website and was awarded to R.F. Dickson on May 20, 2020 for an initial term of three years. In 2022, RF Dickson became SCA of CA, LLC, a subsidiary of Sweeping Corporation of America, LLC. The first agreement amendment memorialized the name change of the company to SCA of CA, LLC and extended the agreement for a one-year term. This second agreement amendment will increase the total compensation under the agreement by \$115,000 for a total agreement amount of \$500,000 and extend the

agreement for a one-year term. This will be the second and final one-year renewal of the agreement.

Attachment:

1. Agreement Amendment

CITY OF ALISO VIEJO
SECOND AMENDMENT TO
STREET SWEEPING SERVICES

1. PARTIES AND DATE.

This Second Amendment to the **Professional Services Agreement for Street Sweeping Services** (“Second Amendment”) is entered into on the ____ day of _____, 2024, by and between the City of Aliso Viejo (hereinafter referred to as the “City”) and SCA OF CA, LLC, a subsidiary of Sweeping Corporation of America, LLC (hereinafter referred to as the “Contractor”). City and Contractor are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The City and Assignor entered into that certain Agreement for Street Sweeping Services dated June 17, 2020 (“Agreement”).

2.2 February 2022, Assignor was acquired by Contractor, thereby transferring and assigning to Contractor all rights, title, assets and interests of Assignor.

2.3 Consent to Assignment. Section 3.8 of the Agreement requires City’s prior written consent in order to transfer and assign Assignor’s rights,

2.4 First Amendment. The Parties amended the Agreement in order to memorialize the assignment to Contractor and extend the term of the Agreement, exercising the first of two optional one-year term extensions under the Agreement on June 29, 2023.

2.5 Second Amendment. The parties now desire to amend the agreement in order to renew the agreement for an additional one-year term and to increase the total compensation under the Agreement by One Hundred Fifteen Thousand Dollars (\$115,000.00).

3. TERMS.

3.1 Term.

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

3.2 Compensation.

The total compensation for the Services provided pursuant to the Agreement, the First Amendment, and this Second Amendment shall not exceed **Five Hundred Thousand Dollars (\$500,000.00)** without written approval of the City Manager. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Second Amendment at the rates set forth in Exhibit “B” attached hereto.

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

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

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

3.6 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**SIGNATURE PAGE FOR SECOND AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT FOR STREET SWEEPING SERVICES BETWEEN THE CITY OF
ALISO VIEJO AND SCA OF CA, LLC, A SUBSIDIARY OF SWEEPING
CORPORATION OF AMERICA, LLC.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement on this ____ day of _____, 2024.

CITY OF ALISO VIEJO

Approved:

By: _____
Mitzi Ortiz, MMC
Acting City Manager

ATTEST:

By: _____
Lauren Torres
Deputy City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: _____
Ann Eifert
Director of Financial Services

**SCA OF CA, LLC, A SUBSIDIARY OF
SWEEPING CORPORATION OF
AMERICA, LLC.**

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

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

City/County/State

Date

Name of Business

Print Name

Signature

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

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Name of Business

Print Name

Signature

Date

EXHIBIT “A”
TO SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR STREET SWEEPING SERVICES
SCOPE OF SERVICES

The scope of services is to remain unchanged from the original Professional Services Agreement for Street Sweeping Services, dated June 17, 2020.

**EXHIBIT “B”
TO SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR
STREET SWEEPING SERVICES**

COMPENSATION

See attached.



Street Sweeping Services Extension
City Of Aliso Viejo
Quang Le, P.E. | Associate Engineer

4/17/24

As per our conversation regarding the contract extension in accordance with the options set forth in the original agreement of June 17, 2020, with the legacy company RF Dickson for the final year of the extension period of July 1 2024 thru June 30, 2025.

In the event that this Agreement is renewed pursuant to Section 3. 1. 2, the first renewal period shall be from July 1, 2023, through June 30, 2024. The second renewal period shall be from July 1, 2024 through June 30, 2025.

SCA agrees to this extension with a CPI increase of 3.5%

The new monthly billing total shall be \$8,972.06.

Emergency call out or special sweep requests shall be billed at \$185 per hour portal to portal.

TERRY ROBERTS

District Sales Manager

Sweeping Corp. of America

16251 Construction Cir W

Irvine, CA 92606

Direct: 714.620.4740

troberts@sweepingcorp.com



City of Aliso Viejo

AGENDA ITEM



DATE: May 1, 2024

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: FIRST AMENDMENT TO THE AGREEMENT WITH GMU GEOTECHNICAL, INC. FOR ON-CALL GEOTECHNICAL AND MATERIAL TESTING SERVICES

Recommended Actions:

1. Approve a first amendment to the agreement with GMU Geotechnical, Inc. (GMU) to perform geotechnical and materials testing services that renews the agreement for an additional one-year term and increases the total compensation under the agreement by \$50,000 for a total agreement amount of \$250,000; and
2. Authorize the City Manager to execute the first amendment to the agreement.

Fiscal Impact:

Fiscal impact for these services will be included within the budget of the capital improvement project (CIP) or paid by developers for plan review and/or inspection. CIP projects are funded primarily by special revenue funds.

Background:

The City continues to implement its Capital Improvement Program to maintain its streets at the approved Pavement Condition Index (PCI) rating of 80 as approved by Council in March 2002. Geotechnical or materials testing reports may be necessary for some of these projects during construction. In addition, the City adopted a Quality Assurance Program (QAP) approved by Caltrans that will be utilized for any state or federally funded project. The QAP outlines when testing is required.

Discussion:

A request for proposal (RFP) was issued for on-call geotechnical and materials testing services on March 24, 2021 and was advertised on the City website and was awarded to GMU on June 2, 2021 for an initial term of three years. This first amendment will increase the total compensation under the agreement by \$50,000 for a total agreement amount of

\$250,000. The City has the option to renew the agreement for one additional one-year term after this amendment.

Attachment:

1. Agreement Amendment

CITY OF ALISO VIEJO

FIRST AMENDMENT TO ON-CALL GEOTECHNICAL AND MATERIAL TESTING SERVICES

1. PARTIES AND DATE.

This First Amendment to the **Professional Services Agreement for On-Call Geotechnical and Material Testing Services** (“First Amendment”) is entered into on the ____ day of _____, 2024, by and between the City of Aliso Viejo (hereinafter referred to as the “City”) and **GMU Geotechnical, Inc.** (hereinafter referred to as the “Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled Professional Services Agreement for On-Call Geotechnical and Material Testing Services dated June 2, 2021 (“Agreement”).

2.2 First Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional one-year term and to increase the total compensation under the Agreement by Fifty Thousand Dollars (\$50,000.00).

3. TERMS.

3.1 Term.

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

3.2 Compensation.

The total compensation for the Services provided pursuant to the Agreement and this First Amendment shall not exceed **Two Hundred Fifty Thousand Dollars (\$250,000.00)** without written approval of the City Manager. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit “B” attached hereto.

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

3.4 Continuing Effect of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

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

3.6 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT FOR ON-CALL GEOTECHNICAL AND MATERIAL TESTING
SERVICES BETWEEN THE CITY OF ALISO VIEJO AND GMU GEOTECHNICAL,
INC.**

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

CITY OF ALISO VIEJO

Approved:

By: _____
Mitzi Ortiz, MMC
Acting City Manager

ATTEST:

By: _____
Lauren Torres
Deputy City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: _____
Ann Eifert
Director of Financial Services

GMU GEOTECHNICAL, INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

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

City/County/State

Date

Name of Business

Print Name

Signature

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

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Name of Business

Print Name

Signature

Date

**EXHIBIT “A”
TO FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL GEOTECHNICAL AND
MATERIAL TESTING SERVICES**

SCOPE OF SERVICES

The scope of services is to remain unchanged from the original Professional Services Agreement for On-Call Geotechnical and Material Testing Services, dated June 2, 2021.

EXHIBIT “B”
TO FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ON-
CALL GEOTECHNICAL AND MATERIAL TESTING SERVICES

COMPENSATION

See attached.



**Rate Schedule for 2024-25
City of Aliso Viejo**

PROFESSIONAL SERVICES

Document Preparation and Project Services	\$ 99.88/hour
CAD, GIS, and Geo-BIM Design	\$ 124.29/hour
Staff Engineer or Geologist	\$ 138.72/hour
Senior Staff Engineer or Geologist	\$ 188.66/hour
Project Engineer or Geologist	\$ 210.86/hour
Senior Engineer or Geologist	\$ 238.81/hour
Associate Engineer or Geologist	\$ 249.70/hour
Principal/Director	\$ 282.99/hour

FIELD INSPECTION & TESTING SERVICES

Staff Engineering Technician	\$ 113.20/hour*
• Services provided under direct supervision of a Senior Engineering Technician	
Senior Engineering Technician	\$ 124.29/hour*
• Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc.	
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
Registered Special Inspector (<i>No 4 hour minimum</i>)	\$ 124.29/hour*
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
• Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing	
Instrumentation Engineer	\$ 188.66/hour
• Slope inclinometer and Piezometer monitoring	
• Manometer for floor-level surveys	
• Stormwater Turbidity & pH meter	
• Groundwater Monitoring - pressure transducer, datalogger, water chemistry meter, etc.	
• Pipeline video camera for drains, wells, etc.	
Engineering Seismological Technician (includes 3-channel seismograph)	\$ 166.47/hour
• Blast vibration monitoring	
• Construction vibration & noise monitoring (pile driving, drilling, demolition, etc.)	

***Notes:**

- (1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
- (2) No 4-hour minimum charges apply.
- (3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
- (4) Prevailing Wage hourly surcharge for Technicians and Inspectors per California Labor Code §1720, et seq.

\$ 22.77/hour

LABORATORY TESTING SERVICES

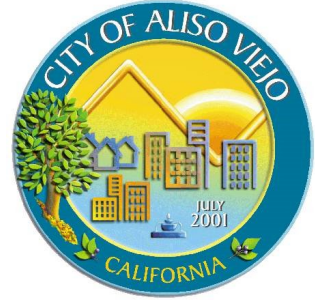
Laboratory Testing	\$ 120.74/hour
<i>(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)</i>	

OTHER CHARGES

Outside Services	Cost + 15%
Reimbursables & Reprographics	Cost

City of Aliso Viejo

AGENDA ITEM



DATE: May 1, 2024

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: FIRST AMENDMENT TO THE AGREEMENT WITH GREAT SCOTT TREE SERVICES, INC. FOR TREE MAINTENANCE SERVICES

Recommended Actions:

1. Approve a first amendment to the agreement with Great Scott Tree Services, Inc. to perform tree maintenance services that renews the agreement for an additional one-year term;
2. Approve contractor compensation rates for FY 2024-25; and
3. Authorize the City Manager to execute the first amendment to the agreement.

Fiscal Impact:

The contractor fee for this work is estimated to be a total of \$50,000 in FY 2024-25 including contingency budgeted for extra work including, but not limited to emergency tree trimming, tree planting, and tree removals. A combination of General Fund and Special Revenue Funds are used to fund tree maintenance services and will be budgeted accordingly in the fiscal year 2024-25 budget.

Background:

The City of Aliso Viejo maintains trees at six City-owned facilities: City Hall, Iglesia Park, Aliso Viejo Center, Aquatic Center, Vista Park, and Aliso Viejo Ranch. The City also maintains the trees on Aliso Creek Road, Pacific Park Drive, and Calle Cortez.

The scope of the agreement will cover maintenance of the trees greater than 15 feet in height. Trees under 15 feet in height will be trimmed and maintained through the City's Landscape Maintenance Services agreement. The scope will specifically include the trimming of the palm trees twice a year, olive trees once per year at the Aquatic Center, and the California pepper trees at Aliso Viejo Ranch twice a year along with as-needed maintenance to the rest of the City's tree inventory.

As part of the agreement renewal, the contractor is proposing an increase in their rates above the CPI amount due to increases in fuel, inflation, and a higher wage rate determination for the tree trimmer classification. Great Scott Tree Services has maintained their current rates from 2021 during the initial three years of their agreement. After a review of other tree trimming contracts that have recently gone out to RFP in the past few years, the Cities that were surveyed have seen an average increase of approximately 71%. Great Scott Tree Service is proposing an increase of 40% in their tree trimming rate. Staff recommends renewing Great Scott Tree Service at the 40% increase to avoid a potentially higher increase by readvertising the agreement. Additional budget is not being requested for fiscal year 2024-25 to accommodate the increase in rates; however, discretionary tree planting, tree removals, and other non-emergency tree services will be reduced.

Discussion:

A request for proposal (RFP) was issued for tree maintenance services, was advertised on the City website, and was awarded to Great Scott Tree Services, Inc. on May 5, 2021 for an initial term of three years, July 1, 2021 through June 30, 2024. This first agreement amendment will renew the agreement for an additional one-year term and increase the compensation rates. The City has the option to renew the Agreement for one additional one-year term after this amendment.

Attachment:

1. First Amendment to Agreement with Great Scott Tree Service, Inc.

CITY OF ALISO VIEJO
FIRST AMENDMENT TO
TREE MAINTENANCE SERVICES

1. PARTIES AND DATE.

This First Amendment to the **Professional Services Agreement for Tree Maintenance Services** (“First Amendment”) is entered into on the ____ day of _____, 2024, by and between the City of Aliso Viejo (hereinafter referred to as the “City”) and **Great Scott Tree Service, Inc.** (hereinafter referred to as the “Contractor”). City and Contractor are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled Professional Services Agreement for Tree Maintenance Services dated May 5, 2021 (“Agreement”).

2.2 First Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional one-year term and amend the contractor compensation rates for FY24-25 to the rates set forth in Exhibit “B”.

3. TERMS.

3.1 Term.

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

3.2 Compensation.

The total compensation for the Services provided pursuant to the Agreement and this First Amendment shall not exceed **One Hundred Twenty Six Thousand Dollars (\$126,000.00)** without written approval of the City Manager. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit “B” attached hereto.

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

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

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

3.6 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT FOR TREE MAINTENANCE SERVICES BETWEEN THE CITY OF
ALISO VIEJO AND GREAT SCOTT TREE SERVICE, INC.**

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

CITY OF ALISO VIEJO

GREAT SCOTT TREE SERVICE, INC.

Approved:

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

By: _____
Mitzi Ortiz, MMC
Acting City Manager

By: _____

Its: _____

ATTEST:

Printed Name: _____

By: _____
Lauren Torres
Deputy City Clerk

By: _____

Its: _____

APPROVED AS TO FORM:

Printed Name: _____

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: _____
Ann Eifert
Director of Financial Services

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

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

City/County/State

Date

Name of Business

Print Name

Signature

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

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Name of Business

Print Name

Signature

Date

**EXHIBIT “A”
TO FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR TREE MAINTENANCE SERVICES
SCOPE OF SERVICES**

The scope of services is to remain unchanged from the original Professional Services Agreement for Tree Maintenance Services, dated May 5, 2021.

EXHIBIT “B”
TO FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR TREE
MAINTENANCE SERVICES

COMPENSATION

See attached.

Contractor: Great Scott Tree Service, Inc.

Exhibit "B"
Contractor's Proposed Unit Prices

**Tree Maintenance Services
For City Trees**

The proposed unit prices shall include full compensation for furnishing all labor, materials, tools, necessary equipment, overhead and profit required to perform the work in accordance with Exhibit "A"-Scope of Work Tree Maintenance for City Trees. The listed quantities are estimated work for a twelve (12) month period only. The monthly pay quantities shall be for the actual completed work.

STANDARD WORK ITEMS – CITY TREES

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
01	341	EA	Tree Trimming (General Inventory of City Trees 15' and taller)	\$ 103.60	= \$ 35,327.60
02	21	EA	Tree Trimming (Palm Trees 15' and taller / <u>2 times per year</u>)	\$ 207.20	= \$ 4,351.20
			Tree Trimming	*Price shown above is for both trims	
03	48	EA	(California Pepper Trees 15' and taller / <u>2 times per year</u>)	\$ 193.20	= \$ 9,273.60
			Tree Trimming (Olive	*Price shown above is for both trims	
04	18	EA	Trees 15' and taller / 1 time per year)	\$ 96.60	= \$ 1,738.80
			Subtotal Item 1		\$ 50,691.20

The undersigned declares that he/she has read the Request for Proposal, Exhibit "A", and insurance documents and hereby proposes to complete all work in accordance with Exhibit "A" for the above unit prices for each item.

Great Scott Tree Service, Inc.

Company

Brenton Beller

Printed Name

Brenton Beller

Signature

Contract Administrator

Title



April 17, 2024

City of Aliso Viejo
Attn: Quang Le
Associate Engineer
12 Journey, Suite 100
Aliso Viejo, CA 92656

RE: Tree Maintenance Services Contract

Dear Mr. Le,

The purpose of this letter is to update the hourly rates for call out/emergency type of work as a supplement to our existing rates in the contract for planned trimming work.

The initial term of the three-year contract has been completed and we are entering into the 1st of two allowable one year extension. The below hourly rates will now apply from July 1, 2024 through June 30, 2025.

DESCRIPTION	UNIT	FY 24/25
Crew Rental (During Business Hours)	Man Hour	\$120.75
Emergency Crew Rental (During Business Hours)	Man Hour	\$168.00
Emergency Crew Rental (After Hours, Sunday, Holiday)	Man Hour	\$194.25

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

We value our working relationship with The City of Aliso Viejo and look forward to our continued partnership. Thank you in advance for your attentiveness regarding this issue.

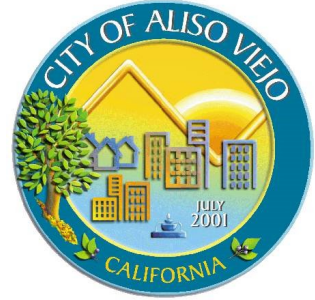
Sincerely,

Scott P. Griffiths

Scott P. Griffith, President
ISA Certified Arborist #0901
Great Scott Tree Service, Inc.
Cell: (714) 514-4515

City of Aliso Viejo

AGENDA ITEM



DATE: May 1, 2024

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney

SUBJECT: OVERVIEW AND IMPLEMENTATION OF SENATE BILL 553
REGARDING WORKPLACE SAFETY

Recommended Action:

Receive and file an informational memorandum summarizing Senate Bill 553 and the proactive measures City staff has taken to prepare for its implementation.

Summary:

In response to inquiries from the City Council concerning Senate Bill 553 ("SB 553"), the City Attorney's Office has prepared the attached memorandum summarizing notable changes introduced by SB 553 regarding workplace violence prevention (Attachment 1). The memorandum also provides an overview of measures undertaken by the City's Human Resources Department to prepare for its phased implementation set to commence later this year.

Fiscal Impact:

None.

Background:

The California Governor signed SB 553 on September 30, 2023. According to SB 553's author, the bill was enacted in direct response to the increasing occurrences of workplace violence throughout the state and seeks to bolster preventive measures against such incidents at the workplace.

Discussion:

The attached memorandum outlines significant changes mandated by SB 553 with the aim of providing the City Council a comprehensive understanding of its anticipated effect on City operations. Notable additions by SB 553 include a new mandate requiring all California employers, including the City, to establish and maintain an effective workplace

violence prevention plan. This plan must encompass, among other things, procedures for identifying and rectifying workplace violence hazards, reporting incidents, and conducting requisite training for employees in relation to workplace violence prevention plans. Other notable additions include a new training requirement for employees regarding this workplace violence prevention plan along with authorization for employers and collective bargaining representative of an employee to pursue temporary restraining orders on behalf of employees who are victims of workplace harassment.

In addition to addressing significant changes brought by SB 553, this memorandum outlines proactive measures taken by the City's Human Resources Department, in collaboration with the City Attorney's Office, to prepare for the phased implementation of SB 553 with certain provisions becoming effective on July 1, 2024, and others on January 1, 2025.

Attachment:

1. Memorandum Regarding SB 553 and its Implementation



Memorandum

To: Honorable Mayor, City Council, City Manager, and City Clerk
From: Best Best & Krieger
Date: April 25, 2024
Re: Implementation and Strategic Readiness for SB 553

BACKGROUND

Senate Bill 553 ("SB 553") introduced significant amendments to California's legal framework for workplace violence prevention. This legislation, effective on July 1, 2024, and January 1, 2025, expands existing protections and establishes new requirements in response to the rising incidence of workplace violence throughout California. This memorandum provides a detailed overview of existing law, outlines the changes brought about by SB 553, and explores measures the City is taking to prepare for its implementation.

ANALYSIS

I. Overview of Workplace Safety Laws Before and After SB 553

A. Employers Subject to SB 553

SB 553 covers all California employers, including any public agency, with the exception of:

- 1) Health care facilities, service categories, operations, or other employers covered by 8 CCR section 3342 of Cal/OSHA regulations ("Violence Prevention in Health Care");
- 2) Law Enforcement Agencies in compliance with the Commission on Peace Officer Standards and Training ("POST") Program;
- 3) Employees teleworking from a location of the employee's choice, which is not under the control of the employer.; and
- 4) Places of employment with less than 10 employees if not accessible to the public.¹

¹ Lab. Code, § 6401.9(a)-(b).

B. Workplace Violence Prevention Plan

Existing law requires employers to establish and maintain an Injury and Illness Prevention Program addressing, among other things, the employer's systems for identifying workplace hazards, correcting unsafe conditions, and ensuring compliance with safe work practices.² With the enactment of SB 553, employers must now include a Workplace Violence Prevention Plan ("WVPP") as part of their existing Injury and Illness Prevention Programs in order to prevent and respond to workplace violence outbreaks on the rise.³ Employers will have until July 1, 2024 to develop this WVPP.

C. Elements of Workplace Violence Prevention Plan

SB 553 adds Section 6401.9 to the Labor Code, which imposes a new obligation on employers to adopt and implement a compliant WVPP before July 1, 2024. The WVPP must include:

- 1) Names and job titles of all persons responsible for implementing the WVPP;
- 2) Effective procedures for employees to identify, evaluate, and correct workplace violence hazards;
- 3) Effective procedures for employees to respond to reports of workplace violence and procedures to prohibit retaliation of employees who make such a report;
- 4) Effective procedures to communicate with employees regarding a workplace violence matter, including how to report a violent incident, and how an employee's concern of reprisal will be addressed;
- 5) Effective procedures for employees to respond to actual or potential workplace violence emergencies (i.e., how to alert employees of the presence, location and nature of the emergency, evacuation/sheltering plans, and how to obtain emergency help);
- 6) Effective procedures for developing and providing training on the employer's WVPP;
- 7) Effective procedures to identify, evaluate and timely correct workplace violence hazards, including scheduled periodic inspections to identify unsafe conditions, unsafe work practices, and employee concerns;
- 8) Effective procedures for post-workplace violence incident response and investigation; and
- 9) Effective procedures to review the effectiveness of the WVPP and revise the plan as needed.

² Lab. Code, § 6401.7(a).

³ Lab. Code, § 6401.7(a)(7).

Each WVPP must be specific to the hazards and corrective measures for the employer's operations.⁴ Employers must also review and update their WVPP yearly and each time a deficiency in their WVPP is observed or becomes apparent, and after a workplace violence incident.⁵

D. Workplace Violence Training

Effective July 1, 2024, SB 553 imposes a new training mandate that will require employers to provide training to employees regarding the WVPP.⁶ Training must occur at the establishment of the initial WVPP and annually thereafter on the following topics:

- 1) The employer's WVPP, how to obtain a copy of the WVPP, and how to participate in development and implementation of the WVPP;
- 2) The definitions and requirements of Section 6401.9 of the Labor Code;
- 3) How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal;
- 4) Workplace violence hazards specific to the employees' jobs, the corrective measures implemented by the employer, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm;
- 5) The violent incident logs required by Section 6401.9(d) of the Labor Code and how to obtain copies of records of workplace violence hazard identification, evaluation, and correction, training records, and violence incident logs; and
- 6) An opportunity for questions and answers with a person knowledgeable about the employer's WVPP.⁷

1. Sexual Harassment Prevention Training for City Officials

SB 553's WVPP training requirements augment the sexual harassment prevention training currently mandated for supervisors and officials of public agencies under AB 1825 (2004) and AB 1661 (2016). While the existing trainings primarily address sexual harassment in the workplace, SB 553 focuses more specifically on training employees, as opposed to elected officials, regarding the implementation of the WVPP and the reporting of workplace violence incidents or related concerns.

E. Recordkeeping Requirements

This new legislation also includes recordkeeping requirements for the WVPP. Beginning July 1, 2024, for every workplace violence incident, a workplace violence "incident log" must be maintained and include specific information such as:

⁴ Lab. Code, § 6401.9(c)(1).

⁵ Lab. Code, § 6401.9(c)(2)(L).

⁶ Lab. Code, § 6401.9(e).

⁷ *Id.*

- 1) The date, time, and location of the incident;
- 2) A detailed description of the incident;
- 3) A classification of who committed the violence;
- 4) A classification of the circumstances at the time of the incident, including whether the employee was completing usual job duties;
- 5) A classification of the location of the violence incident;
- 6) The type of incident, including whether it involved physical, verbal, sexual, or animal attacks;
- 7) Consequences of the incident, such as medical treatment needed and whether security or law enforcement was contacted; and
- 8) Contact information for the individual completing the violent incident log.⁸

Violent incident logs, records of workplace violence incident investigations, and records of workplace violence hazard identification, evaluation, and correction must be created and maintained for a minimum of five years.⁹ Relatedly, training records must be maintained for a minimum of one year.¹⁰ Employers are also responsible for reviewing incident logs during the periodic reviews of the WVPP mandated under Labor Code Section 6501.9(c)(2)(L).¹¹ Notably, employers must make records of workplace violence hazard identification, evaluation, and correction, training records, and violent incident logs available to employees and their representatives upon request and without cost for examination and copying within fifteen calendar days of a request.¹²

F. Temporary Restraining Order Provisions

Existing law authorizes any employer whose employee has suffered from unlawful violence or a credible threat of violence to seek a temporary restraining order (“TRO”) and an order after a hearing.¹³ These orders are intended to protect not only the directly affected employee but also other employees at the workplace.

Effective January 1, 2025, SB 553 expands this opportunity to enable employers and the collective bargaining representative of an employee to seek a TRO for unlawful violence or a credible threat of violence and now harassment.¹⁴ This section defines harassment as a knowing and willful course of conduct that seriously alarms, annoys, or harasses the person, serves no legitimate purpose,

⁸ Lab. Code, § 6401.9(d)(2).

⁹ Lab. Code, § 6401.9(f)(1); (3).

¹⁰ Lab. Code, § 6401.9(f)(2).

¹¹ Lab. Code, § 6401.9(d)(1)(B).

¹² Lab. Code, § 6401.9(f)(6).

¹³ Code of Civil Proc., § 527.8.

¹⁴ Code of Civil Proc., § 527.8(a).

would cause a reasonable person to suffer substantial emotional distress, and where the victim actually suffers such distress.¹⁵

Additionally, SB 553 clarifies that before filing a petition for a TRO, the employer or collective bargaining representative must provide the employee an opportunity to decline to be named in the TRO.¹⁶ However, an employee's request not to be named would not preclude employers or collective bargaining representatives from seeking a TRO on behalf of the employee or others.¹⁷

II. Measures Taken by City to Begin Implementation of SB 553

The City has initiated several proactive measures in anticipation of the implementation of SB 553 despite its forthcoming effective dates later this year and January 1, 2025. There has been ongoing dialogue between the City's Human Resources Department and the City Attorney's Office concerning preparations to implement SB 553 in July 2024. Human Resources Analyst Patricia Cantonwine has completed all training on SB 553 to understand the requirements and implications of the new law. Additionally, the Human Resources Department is actively implementing means to extend SB 553 training options to all City personnel as required.

The Human Resources Department is actively collaborating with the City Attorney's office to begin preparing the WVPP required by SB 553. Moreover, with resources available through the California Joint Powers Insurance Authority ("CJPIA"), the City is actively seeking guidance and support to bolster its SB 553 preparations. The Human Resources Department has also initiated contact with CJPIA for resources and assistance in implementing these requirements.

CONCLUSION

As SB 553 takes effect later this year and on January 1, 2025, we believe the City is well-positioned to adapt to these forthcoming changes. For any specific questions regarding SB 553 or the City's preparations for implementation, please feel welcome reach out to us for further assistance.

SCOTT C. SMITH
ALISON ALPERT
ANDREW FAUSTO

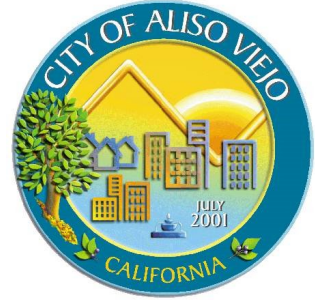
¹⁵ Code of Civil Proc., § 527.8(b)(4).

¹⁶ Code of Civil Proc., § 527.8(e).

¹⁷ *Id.*

City of Aliso Viejo

AGENDA ITEM



DATE: May 1, 2024

TO: Mayor and City Council

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

SUBJECT: ADOPTION OF THE FISCAL YEAR (FY) 2024-2025 ANNUAL ACTION PLAN FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Recommended Actions:

1. Declare the City Council finds the FY 2024-2025 Annual Action Plan is not subject to the California Environmental Quality Act ("CEQA") as the activity is not a project defined in Section 15378(b)(5) of the state CEQA Guidelines;
2. Approve and adopt the FY 2024-2025 Annual Action Plan ("Action Plan") for the use of Community Development Block Grant ("CDBG") funds (Attachment 1); and
3. Authorize the City Manager to submit the Action Plan to the U.S. Department of Housing and Urban Development ("HUD"), which executes the HUD contract, and authorize the City Manager to submit all related documents with the implementation of the Action Plan.

Fiscal Impact:

HUD has not published Fiscal Year (FY) 2024-25 CDBG allocations; however, the City of Aliso Viejo anticipates receiving \$253,000 in CDBG funds for FY 2024-25. Of the projected \$253,000 CDBG allocation, \$27,500 is allocated for CDBG consultant services, and \$23,100 is allocated for City administration, for a total of \$50,600. The City's allocation for administration will be utilized to reimburse Staff and consultant time spent implementing CDBG services. Additionally, \$37,795 is proposed for public services and the remaining balance of \$164,605 is proposed for construction-related Americans with Disabilities Act (ADA) improvements.

Background:

The 2023-2027 Consolidated Plan, as approved by the City Council on April 19, 2023, established a multi-year strategy for using CDBG funds in the community. CDBG funding

supports the development of viable urban communities by supporting projects and activities that create or enhance the availability of decent housing, suitable living environments, and expansion of economic opportunities, principally for low- and moderate-income persons. The Annual Action Plan identifies specific projects and activities to be funded through CDBG for each year of the Consolidated Plan. The 2024-2025 Annual Action Plan is an expenditure plan using the upcoming year's CDBG allocation for activities outlined in the Consolidated Plan.

Discussion:

In March 2023, the White House proposed a three percent reduction to the 2024 CDBG program budget; however, due to the delay in approving the 2024 federal budget, HUD has not published actual FY 2024-25 CDBG allocations to date. HUD allows the City to estimate FY 2024-25 allocations for planning purposes; therefore, the City anticipates receiving \$253,000 in CDBG funds.

FY 2024-2025 Annual Action Plan

The FY 2024-2025 Annual Action Plan proposes to use CDBG funding toward three priorities: public facilities and improvements, public services, and program administration. The Action Plan identifies the following activities for funding:

- Public Facilities and Improvements: \$164,605: For FY 2023-24, \$318,288 was originally allocated for the installation of sidewalk curb ramps that comply with current ADA regulations. During the year, the City had the opportunity to exercise its first right of refusal option to purchase a low-income housing unit. In November 2023, the City Council approved a substantial amendment to the FY 2023-2024 Annual Action Plan to reallocate \$245,000 in CDBG funds allocated for ADA sidewalk curb ramps to support the acquisition and rehabilitation of the housing unit. This left a balance of \$73,288 for the sidewalk curb ramps. The FY 2024-2025 Annual Action Plan will allocate an additional \$164,605 in CDBG funds for the ADA curb ramp project, totaling \$237,893.
- Public Services: HUD regulations allow up to 15 percent of the City's annual CDBG allocation for public services, i.e., public social services, provided most program beneficiaries are low and moderate-income households. It is anticipated that \$37,795 will be available in FY 2024-25 for this purpose. Public service grants are only awarded to eligible organizations that apply for the funds. Staff received a total of four applications, all of which were awarded 100% of the requested amount as shown below:
 - o Fair Housing Services: \$3,500: Fair housing service costs can be reimbursed through CDBG funds as a public service. Services include fair housing outreach, education, and enforcement services to reduce and eliminate impediments to fair access to housing opportunities. The Fair

Housing Foundation will provide services and proposes to assist 50 Aliso Viejo households with the CDBG funds.

- o Case Management and Supportive Services: \$7,500: In recent years, the City purchased three affordable housing. The City has leased these units to Family Assistance Ministries (“FAM”) for use as supportive housing for homeless families with children. FAM will use CDBG public service funds to provide case management and support services for the families residing in these affordable housing units. FAM proposes to assist ten individuals with the CDBG funds.
- o Meals on Wheels: \$6,795: Age Well Senior Services has requested CDBG funding to provide Meals on Wheels services to homebound Aliso Viejo seniors. Age Well will utilize CDBG funds to purchase raw food in support of its Aliso Viejo program operations. Age Well estimates that 50 Aliso Viejo seniors will benefit from the CDBG funds.
- o Hunger and Homelessness Prevention: \$20,000: South County Outreach (“SCO”) will provide rent and utility assistance to Aliso Viejo households impacted by a financial crisis that could result in an eviction or the termination of essential utility services (e.g., electricity, gas, telephone/ internet services). Households must provide evidence of the pending eviction/termination of services to receive assistance. Financial assistance is provided directly to the landlord or utility company on behalf of the household. In addition to financial assistance, program beneficiaries will receive case management and access to SCO’s food bank. SCO anticipates that 20 lower-income Aliso Viejo residents will benefit from the CDBG funds.
- Administration: \$50,600 (capped at 20% of FY 2024-25 Grant): Administration costs related to implementing approved CDBG projects are an allowable reimbursable expense. The City’s allocation of administration funding will reimburse Staff costs associated with program oversight and coordination, direct program costs, CDBG program consulting services, and training. Unspent administration funds will be carried forward to the next fiscal year to support non-administration activities.

Since HUD has not announced FY 2024-25 CDBG allocations, the draft FY 2024-2025 Annual Action Plan indicates, and Staff recommends, funding for activities listed above will be increased or decreased by a uniform percentage based on the final FY 2024-25 CDBG grant.

Environmental:

The proposed action is not a project as defined by the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Section 15378(b)(5). The action is an

administrative activity of the City that involves a report to a federal agency on the potential use of CDBG funds. The report itself does not authorize any development or changes to land use; thus, the project would not result in any direct or indirect changes to the environment. Consequently, this action is not classified as a project under CEQA.

Public Notice:

Consistent with HUD and local requirements to provide a 30-day public review period, a 1/8-page public hearing notice was published in the *Laguna Niguel News* on March 28, 2024. The City's draft Action Plan was posted on the City website and was available to the public at City Hall and the Aliso Viejo Public Library.

Attachments:

1. FY 2024-2025 CDBG Annual Action Plan
2. Presentation



CITY OF ALISO VIEJO

FY 2024-2025 CDBG ANNUAL ACTION PLAN

Draft March 26, 2024

CITY OF ALISO VIEJO | COMMUNITY DEVELOPMENT DEPARTMENT

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Attachments

- Attachment 1: Summary of Past Performance
- Attachment 2: Public Notice and Summary of Public Comments
- Attachment 3: List of CDBG Eligible Census Tract/Block Groups
- Attachment 4: Analysis of Impediments to Fair Housing Plan (Excerpt)

Appendices

- Certifications and SF-424

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2024-2025 Annual Action Plan for the City of Aliso Viejo satisfies the requirements to receive Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low- and moderate-income.

Regulations governing the CDBG program require that each activity undertaken with CDBG funds must meet one of the three national objectives:

- Benefit low- and moderate-income persons,
- Aid in the prevention or elimination of slums and blight or
- Meet a community development need having a particular urgency (i.e., federally declared disaster)

As a recipient of CDBG funds, the City must prepare a five-year strategic plan that identifies housing and community needs, prioritizes these needs, and develops a strategic plan to address priority needs. This document is called the Consolidated Plan. The City's current Consolidated Plan covers the fiscal years of 2023-2024 to 2027-2028. On an annual basis, the City prepares an expenditure plan that identifies the specific activities it will undertake with its annual CDBG allocation to meet the priority needs identified in the Consolidated Plan. Fiscal Year 2024-2025 (FY 24-25) is the first year of the current Consolidated Plan cycle.

HUD has not yet notified the City how much it will receive in FY 24-25. For planning purposes, the City anticipates receiving \$253,000 in CDBG funding for FY 24-25.

2. Summarize the objectives and outcomes identified in the Plan

The City's Consolidated Plan identifies activities to be carried out with CDBG funding over five years and identifies five-year goals and outcomes. A summary of these goals and outcomes is listed below:

- Public Infrastructure and Facility Improvements: Approximately 5,000 City residents may benefit from installing or rehabilitating CDBG-funded public infrastructure improvements.
- Housing Preservation: An estimated ten owner-occupied and one rental unit may be rehabilitated with CDBG-funded program resources.
- Homelessness Prevention (including homeless assistance): An estimated 1,350 individuals assisted with case management, food, rent/utility assistance, and housing.
- Public Services: 450 individuals assisted with safety net services.
- Program Administration: The City will provide resources to ensure oversight and coordination of the CDBG program.

3. Evaluation of past performance

Fiscal Year 2023-2024 is the first year of the City's current Consolidated Plan cycle and is not complete. Attachment 1 will summarize the Consolidated Plan's accomplishments during the five years of the current Consolidated Plan cycle.

4. Summary of Citizen Participation Process and consultation process

Consistent with the City's Citizen Participation Plan, residents, local and regional organizations, and other stakeholders were encouraged to participate in preparing the City's 2024-2025 Annual Action Plan. The City implemented the following measures to obtain public input:

- A 2024-2025 Action Plan draft was available for a 30-day public comment period from April 1 to April 30, 2024.
- The City Council adopted the Annual Action Plan after considering public comments received during a May 1, 2024, hearing.

5. Summary of public comments

See Attachment 2.

6. Summary of comments or views not accepted and the reasons for not accepting them

See Attachment 2.

7. Summary

The Consolidated Plan is a strategic plan that utilizes data and public input to determine priority housing and community needs. The Action Plan is a component of the Consolidated Plan that acts as the annual expenditure plan for using CDBG funds to address identified priority needs. To address priority needs, Aliso Viejo will utilize \$253,000 in CDBG funds during FY 24-25 to carry out several CDBG-eligible activities, including public services, public facility improvements, and program administration.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Table 1 – Responsible Agencies

Agency Role	Name	Department/Agency
City of Aliso Viejo	City of Aliso Viejo	Planning Services

Narrative (optional)

The City's Planning Services Department is primarily responsible for preparing the Consolidated Plan, Annual Action Plan, performance reports, and the general administration of CDBG funds.

Consolidated Plan Public Contact Information

Ms. Rose Rivera, Senior Planner

Phone: (949) 425-2528 / rrivera@avcity.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The consolidated planning process (i.e., the Annual Action Plan process) requires that the City contact and consult with other public and private agencies when developing the plan. The plan must include a summary of the consultation process, including identifying the agencies that participated in the process. Below is a summary of the City's efforts to coordinate interaction with other public and private agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Aliso Viejo works closely with the County of Orange Housing Authority (OCHA), which assists renter households with HUD-funded housing assistance vouchers and certificates. As housing development opportunities evolve, City staff collaborates with developers to explore opportunities to construct affordable housing for lower-income residents. It is important to note that Aliso Viejo is a master-planned community and is built out. Limited opportunities exist to develop new housing units; however, the City encourages the development of affordable housing opportunities when possible. There is no plan to develop additional affordable housing units during FY 2024-2025.

Additionally, through the annual City-funded Community Assistance grants allocation process, City staff can ascertain the services Aliso Viejo residents need (e.g., senior and youth services) and develop partnerships with local agencies to deliver quality services.

Describe coordination with the Continuum of Care and efforts to address homeless persons' needs (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Orange County Continuum of Care (OC-CoC) is the regional coordinator of the homeless housing and support services delivery system. The OC-CoC is responsible for conducting the biennial Point In Time Survey of the county's homeless population. The 2022 PITS is the most current homeless count; it identified 13 unsheltered and four sheltered homeless individuals in the City.

The City will continue its relationships with local service providers to address the needs of its homeless and residents at risk of becoming homeless. The City will also continue to support OC-CoC efforts to address regional homeless issues. During FY 24-25, the City will allocate CDBG funds to support housing and services for homeless families. Additionally, the City may allocate General Funds or state funds to a regional homeless service provider to address the needs of special needs populations.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Aliso Viejo does not receive Emergency Solutions Grant (ESG) funds; therefore, it does not help the OC-CoC determine ESG allocations, evaluate grant outcomes, or develop policies and procedures for the regional administration of the Homeless Management Information System (HMIS).

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities (see Table 2)

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Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Fair Housing Foundation
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Impediments to Fair Housing Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided data and information that helped identify the needs of households requiring fair housing services and provided input regarding the City's strategy to address impediments to fair housing
2	Agency/Group/Organization	211 Orange County
	Agency/Group/Organization Type	Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homeless Management Information System (HMIS)
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Regional Continuum of Care coordinator and HMIS administrator – also provided information regarding regional and City homeless populations and shelter resources
3	Agency/Group/Organization	Orange County Housing Authority
	Agency/Group/Organization Type	Public Housing Authority

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information regarding the number and type of households receiving rental assistance and the number of households requesting housing assistance
4	Agency/Group/Organization	City of Aliso Viejo
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Various City departments and City Council provided community-based data and information - also played a crucial role in identifying priorities and the allocation of CDBG funds
5	Agency/Group/Organization	Family Assistance Ministries
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Helped identify the housing and service needs of persons at risk of becoming homeless and those already homeless

6	Agency/Group/Organization	Laura's House
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency helped identify the needs of victims of domestic violence
7	Agency/Group/Organization	Age Well Senior Services
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency helped identify the needs of senior and frail elderly persons and households
8	Agency/Group/Organization	South County Outreach
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Helped identify the housing and service needs of persons at risk of becoming homeless and those already homeless

Identify any Agency Types not consulted and provide rationale for not consulting

The City had an open consultation process; no agency was prevented from participating.

Local government consultation with broadband internet service providers engaged in narrowing the digital divide: The City of Aliso Viejo consulted with BroadbandNow, a web-based organization dedicated to providing information regarding internet service. BroadbandNow's mission is to help ensure broadband internet is available to all Americans. To this end, the organization created a database of internet providers and the availability and cost of services. BroadbandNow reports that as of January 2024, 100% of Aliso Viejo residents have access to residential broadband service.

AT&T Internet and Cox Communications are Aliso Viejo's most widely available wired broadband options. For lower-income residents, the cost of internet service can be cost-prohibitive. AT&T's Access program offers internet connections for qualified low-income customers for \$5 to \$10 per month. All installation and equipment fees are waived for eligible households, that is, a home where at least one person receives food stamps. Cox Communication's Connect2Compete program provides internet service for \$9.95 per month. Families are eligible if at least one kindergarten through 12th-grade child qualifies for the reduced-price school lunch program.

The Federal Communications Commission implemented the Emergency Broadband Benefit program to help households struggling to afford internet service during the COVID-19 pandemic. This program provides a discount of up to \$50 per month towards broadband service for eligible households. Eligible households can also receive a one-time discount of up to \$100 to purchase a laptop, desktop computer, or tablet.

Consultation with agencies primarily responsibilities for the management of flood-prone areas, public land or water resources, and emergency management agencies: The City's current General Plan includes a Safety Element, which contains an assessment of specific hazards, including:

- Seismically induced conditions, including ground shaking, surface rupture, ground failure, and tsunami
- Slope instability leading to mudslides and landslides
- Subsidence (e.g., sinkholes) and other geologic hazards
- Flooding
- Wildland and urban fires
- Evacuation routes, water supply requirements, and design standards for new development related to fire, seismic, and geologic hazards

The LHMP will evaluate natural and human-induced environmental hazards such as wildland fire, seismic activity, geology, and flooding. The LHMP will also examine how climate change may affect these and other hazards that may threaten the community. Staff anticipates that the City Council will adopt the LHMP in March 2025.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Table 3 – Other local / regional / federal planning efforts

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Orange County 211	Helped the City analyze the needs of Aliso Viejo's homeless. Includes regional 2019 Point-In-Time Survey and 10-Year Plan to End Homelessness
City of Aliso Viejo Housing Element	City of Aliso Viejo	Provided housing priorities and program goals
City of Aliso Viejo 5 Year Strategic Plan	City of Aliso Viejo	Multi-year capital improvement plan helped identify priority capital projects that may be CDBG-eligible
5-Yr. & 1-Yr. PHA Plan	Orange County Housing Authority	Identified OCHA resources to address the housing needs of lower-income renter householders in the City
Orange County Analysis of Impediments to Fair Housing	Orange County and Orange County cities	Countywide document identifies impediments to fair housing within participating cities and outlines a plan to address impediments
City of Aliso Viejo Safety Element	City of Aliso Viejo	Addresses natural conditions and human activities that can potentially threaten public health and safety

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City implemented the following efforts to obtain public input during the preparation of the Action Plan:

Notices/Website: The City published notices in a local newspaper of general circulation (*Laguna Niguel News*). The City also posted the draft Action Plan on its website for public review and comment. A copy for public review was also available at City Hall and the library during the required 30-day public comment period (see Attachment 2).

Public Hearings: Consistent with HUD’s regulations, the City Council held a public hearing at a regularly noticed and scheduled meeting (May 1, 2024) to obtain public input regarding the draft Annual Action Plan and authorize staff to submit the document to HUD. Attachment 2 includes a summary of public comments.

Citizen Participation Outreach

Table 4 – Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	30-day public comment period and public hearing notice	See Attachment 2	TBD	Not Applicable
2	Public Hearing	Non-targeted/broad community	5/1/24: Public hearing to approve the 2024-2025 Action Plan and to authorize submission of the Action Plan to HUD	See Attachment 2	TBD	Not Applicable

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

HUD has not yet notified the City how much it will receive in FY 24-25. For planning purposes, the City anticipates receiving \$253,000 in CDBG funding for FY 24-25.

In addition to CDBG funding, housing voucher/certificate resources (via OCHA) and state Permanent Local Housing Allocation (PLHA) will be available to carry out activities that support the goals of the City's Consolidated Plan. Past housing development activity generated significant In-lieu Affordable Housing Fee resources; however, this resource has been exhausted.

Anticipated Resources

Table 5 - Expected Resources – Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$253,000	\$0	\$0	\$253,000	\$750,000	Annual CDBG allocation

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City has identified other resources that will be available to carry out activities that address the goals of the Consolidated Plan:

- OCHA reports that as of January 2024, 146 Aliso Viejo households received rental assistance. The City anticipates that a similar number of households will be assisted during FY 24-25.
- The City will consider using General Funds or State PLHA funds to support housing and support services for special needs populations such as victims of domestic violence.
- Prior condominium conversions and new housing development activities have generated affordable housing resources. These activities generated approximately \$2.5 million in Affordable Housing In-lieu fees. These funds have been used to develop affordable housing or preserve existing housing affordability. The City currently does not have any In-lieu fees.

CDBG does not require matching funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Aliso Viejo is a built-out city with limited remaining vacant land designated for development. The City's Housing Element identifies vacant and underutilized sites suitable for housing development. The City's Housing Element identifies eight sites with the zoning to permit up to 1,920 units – 54% of units could be designated for very low and low-income households.

Discussion

The City anticipates receiving \$253,000 in CDBG funds from HUD for FY 24-25. The City will continue to support OCHA's efforts to secure new rental assistance resources. The City will also continue to support social service programs serving City residents with PLHA funds. As outlined above, an inventory of vacant and underutilized land suitable for housing development has been prepared, but no projects are slated for construction during FY 24-25.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Table 6 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Infrastructure and Facility Improvements	2024	2025	Non-Housing Community Development	CDBG census tracts Citywide	Public Improvements	CDBG: \$164,605	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5,000 Persons Assisted *
2	Homeless Continuum of Care	2024	2025	Homeless	Citywide	Homeless Support Services and Housing	CDBG: \$27,500	Homeless Person Overnight Shelter: 10 Persons Assisted Homelessness Prevention: 20 Persons Assisted
3	Public Social Services	2024	2025	Non-Homeless Special Needs	Citywide	Public Services	CDBG: \$10,925	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
4	Program Administration	2024	2025	Administration	Citywide	Administration and Planning	CDBG: \$50,600	Other: 1 Other

* Year 2 of funding for ADA Ramp Project. "Persons Assisted" represents the same goal as Year 1 funding.

Goal Descriptions

Table 7 – Goal Descriptions

1	Goal Name	Infrastructure and Facility Improvements
	Goal Description	Provide or improve public infrastructure and facilities that benefit low- and moderate-income neighborhoods and residents

2	Goal Name	Homeless Continuum of Care
	Goal Description	Provide a continuum of housing and supportive services for the homeless and the near-homeless
3	Goal Name	Public Social Services
	Goal Description	Provide a safety net of public social services for low- and moderate-income persons and persons with special needs
4	Goal Name	Program Administration
	Goal Description	Provide for administration and planning activities to carry out actions that address needs identified in the Consolidated, including services to address impediments to fair housing

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

The City is not a participating jurisdiction in the HOME program.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following activities have been allocated CDBG funds for Fiscal Year 24-25. Due to the delay in approving the federal 2024 budget, the City Council approved the FY 24-25 Action Plan with a provision that CDBG funding for activities will be increased or decreased by a percentage based on the final FY 24-25 CDBG grant.

Projects

Table 8 - Project Information

#	Project Name
1	ADA Sidewalk Curb Ramps (Yr. 2)
2	Age Well
3	Fair Housing
4	Family Assistance Ministries
5	South County Outreach
6	CDBG Administration

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City recognizes that special needs populations (i.e., seniors, disabled, and households with extremely low-income) are more likely to become homeless because they have limited income or other issues that require supportive housing or services; therefore, the City considers supportive services a high priority.

The City anticipates that the greatest obstacle to meeting the underserved needs of these special needs populations will be a lack of financial resources for both supportive services and housing. A common need reported by service providers is affordable housing. Increasing rents and reductions to the Housing Choice Voucher Program and other housing programs can impact the City's ability to support affordable housing opportunities for extremely low- and very low-income households.

AP-38 Project Summary

Project Summary Information

Table 9 – Project Summary

1	Project Name	ADA Sidewalk Curb Ramps (Yr. 2)
	Target Area	Citywide
	Goals Supported	Public Improvements and Public Facilities
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$164,605
	Description	Installation of sidewalk curb ramps that comply with current ADA regulations
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	According to HUD data, 1,146 individuals with a disability reside in the project areas – per U.S. Census Bureau, 5,76 individuals with ambulatory difficulty reside in the project areas
	Location Description	Census Tracts 626.33, 626.67, 626.38, and 626.39
	Planned Activities	Second year of funding to support the installation of sidewalk curb ramps and domes to comply with current ADA regulations in 17 locations
2	Project Name	Age Well Senior Services
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$6,795
	Description	Services for seniors

	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	50 seniors
	Location Description	Citywide
	Planned Activities	Meals on Wheels for homebound seniors
3	Project Name	Fair Housing Foundation
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$3,500
	Description	Fair housing services
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	136 Individuals (50 households)
	Location Description	Citywide
	Planned Activities	Fair housing outreach, education, enforcement services, and enhanced mediation services due to the lifting of the eviction moratorium
4	Project Name	Family Assistance Ministries
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Support Services and Housing

	Funding	CDBG: \$7,500
	Description	Transitional housing and support services
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	10 individuals
	Location Description	Citywide
	Planned Activities	Case management and support services for families with children residing in transitional housing
5	Project Name	South County Outreach
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Support Services and Housing
	Funding	CDBG: \$20,000
	Description	Homelessness prevention assistance
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	20 low- and moderate-income persons
	Location Description	7 Whatney St. B, Irvine, CA
	Planned Activities	Case management and direct client aide (emergency rent and utility assistance to prevent eviction or termination of utility services)
6	Project Name	CDBG Program Administration
	Target Area	Citywide

Goals Supported	Program Administration
Needs Addressed	Administration
Funding	CDBG: \$50,600
Description	CDBG program oversight and coordination
Target Date	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities	Not applicable
Location Description	City Hall: 12 Journey, Suite 100, Aliso Viejo, CA
Planned Activities	CDBG program administration, including preparation of required applications and reports

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

For FY 24-25, CDBG funds will support citywide activities for income-eligible or eligible households due to a unique characteristic (e.g., seniors) regardless of where they live in Aliso Viejo. No “area-wide” activities are planned. There are specific areas of the City (i.e., Block Groups) where a significant percentage of residents meet HUD’s program income limits. A list of the City’s CDBG Target Areas is provided in **Attachment 3** CDBG Eligible Census Tract Block Groups).

Geographic Distribution

Table 10 - Geographic Distribution

Target Area	Percentage of Funds
CDBG census tracts	0
Citywide	100

Rationale for the priorities for allocating investments geographically

The City’s primary intent is to serve lower-income households regardless of where they live in the City; therefore, CDBG funding is primarily distributed on a citywide basis.

Discussion

As indicated above, CDBG funds will be allocated to citywide programs serving eligible Aliso Viejo residents.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

For FY 24-25, the City will not utilize CDBG resources to fund housing activities; this may change in future years as the City develops its CDBG-funded housing program throughout the Consolidated Plan cycle.

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 12 - One Year Goals for Affordable Housing by Support Type

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Discussion

For FY 24-25, the City will not use CDBG funds for housing activities; however, it will continue to support local service providers with CDBG and state funds for homelessness prevention, transitional housing, and supportive services. The City will also continue to support OCHA's implementation of the federal rental assistance voucher and certificate program. An estimated 146 Aliso Viejo households will benefit from this program in FY 24-25.

AP-60 Public Housing – 91.220(h)

Introduction

The City does not own or manage public housing.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

The City does not own or manage public housing.

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As the Consolidated Plan outlines, the City’s homeless strategy emphasizes preventing homelessness. HUD’s Strategies for Preventing Homelessness states, “Homelessness prevention is an essential element of any effort to end homelessness either locally or nationwide.” This HUD report also indicates it is less expensive and disruptive to keep a household housed in place. Accordingly, during FY 24-25, the City will utilize CDBG and state PLHA funds to support safety net services for lower-income households. These services include food banks, counseling, rent/utility assistance, and supportive services. These safety net programs will help households maintain their current housing situation and prevent homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City supports several regional service providers that assist Aliso Viejo residents at risk of becoming homeless and who are homeless. These agencies have established outreach programs that engage the homeless and assess their housing and service needs. Local service providers are tied into the regional Coordinated Entry System established by the OC-CoC, which considers the vulnerability of homeless individuals and prioritizes access to housing and services for those most at risk. This need-assessment system is designed to “facilitate exits from homelessness to stable housing in the most rapid manner given available resources.”

The Orange County Sheriff’s Department Homeless Liaison Officer is also essential to the City’s homeless strategy. The Liaison Officer partners with City staff and local service providers to link homeless families and individuals to housing and needed supportive services.

Addressing the emergency shelter and transitional housing needs of homeless persons

As the Consolidated Plan indicates, no emergency shelters are located in the City; however, the City supports several homeless shelter providers operating in neighboring communities. In recent years, the City has purchased three condominiums, which are leased to Family Assistance Ministries (FAM) to provide transitional housing for families with children. In FY 24-25, the City will allocate CDBG funds to FAM to provide case management and supportive services to transitional housing residents.

As previously discussed, the City may utilize General Funds or State PLHA funds to support Laura’s House, which provides support housing and services for victims of domestic violence. FAM offers a continuum of housing, including emergency and transitional housing for families with children.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Pursuant to current HUD directives, the OC-CoC has established a coordinated entry system whereby a homeless individual or family seeking shelter and services is directed to a streamlined system that facilitates access to appropriate housing and services. The system screens applicants for eligibility for services, such as homelessness prevention, emergency shelter, rapid rehousing, permanent supportive housing, and other interventions. The needs and strengths of each household are assessed to determine which interventions will be most effective and appropriate while prioritizing people for assistance based on the severity of their needs. Homeless service providers currently supported by the City will be critical players in housing and servicing the City's homeless population via the coordinated entry system.

For FY 24-25, the City will allocate CDBG funds to South County Outreach, which will provide case management and supportive services to homeless or at-risk individuals and families. Support services include housing navigation assistance and budget management skills. These coordinated services aim to help individuals and families find affordable housing and maintain a household budget prioritizing housing security.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

As previously stated, the City homeless strategy is based on the proposition that it is less expensive and disruptive for a household to remain housed in their existing home than to be rehoused. To this end, the City will use CDBG (and other public) resources to support agencies that provide various safety net services to help prevent households from becoming homeless. Examples of safety net services include food banks and rent/utility assistance programs such as those currently offered to Aliso Viejo residents by FAM and South County Outreach. A portion of CDBG funds allocated to South County Outreach will provide rent and utility assistance to households at risk of eviction.

Discussion

The City's homeless strategy is to prevent homelessness and to support local service providers' efforts to assist regional and local homeless populations. For FY 24-25, CDBG and state PLHA fund resources will be utilized for homeless services. Services to be funded include homelessness prevention, case management, and supportive services.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers to affordable housing and actions to overcome barriers are listed in the City's Housing Element and have been summarized in the Consolidated Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Housing Element outlines several actions the City will take to alleviate some of the negative impacts on affordable housing development.

- The City's Zoning Code contains regulations and procedures for approval of a density bonus and additional incentives for affordable or senior housing.
- The Zoning Code includes regulations and procedures for approving accessory residential units (ADUs) and junior accessory dwelling units consistent with current State law.
- The City will consider modifying parking and landscape requirements for qualified projects such as affordable or senior housing development.
- The City's General Plan identified several Community Benefit Overlay (CBO) areas where alternative development standards could be used to maximize development. CBO areas are typically identified in the General Plan with intensive future use.
- The General Plan requires that 15% of apartment units converted to condominiums be affordable to very low- and low-income households. The City also requires that displaced tenants receive relocation assistance. All affordable ownership units are subject to affordability covenants restricting the sale to a low-income or very-low-income buyer.
- The City's Zoning Ordinance requires reasonable accommodations for persons with disabilities. For example, a waiver of setback requirements can be provided to ensure a paved path of travel can be provided to residents with mobility impairments.
- The City adopted a Green Building Program that offers incentives, such as expedited processing or fee waivers, when project proponents agree to incorporate environmentally sensitive, sustainable, and energy-efficient construction techniques into their projects.
- To help reduce costs associated with the development review process, the City is developing permit tracking software to streamline the development review process.

There is no local tax that may act as a barrier to affordable housing.

Discussion:

The City's Housing Element outlines a comprehensive plan to address barriers to affordable housing - the Consolidated Plan mirrors this plan. While incentives are available to developers and property

owners, no housing projects slated for construction during FY 24-25 will likely take advantage of these incentives.

DRAFT

AP-85 Other Actions – 91.220(k)

Introduction:

Below are the actions the City will implement during FY 24-25 to address the sub-strategies of the Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

During FY 24-25, the City will encourage and support OCHA's efforts to obtain additional rental assistance funding, especially for senior and low-income households. CDBG-funded public facility improvements to be undertaken during the year will provide barrier-free access to public facilities for individuals with disabilities and mobility limitations. Finally, public services will address the needs of seniors and lower-income households at risk of homelessness or who are homeless. Fair housing services will help ensure households have access to safe and decent housing that they desire and can afford, without regard to their race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income, or other characteristics protected by laws.

Actions planned to foster and maintain affordable housing

As previously outlined, the City will not utilize CDBG funds to support housing activities during FY 24-25; however, the City will continue to support OCHA's administration of HUD's voucher and certificate rental assistance program. Additionally, the City will monitor properties and housing units subject to covenants to preserve affordability.

Actions planned to reduce lead-based paint hazards

Most of the City's housing stock was constructed after 1980; nonetheless, the City will continue to make information available to community residents regarding the health impacts of lead-based hazards, especially for young children.

Actions planned to reduce the number of poverty-level families

As previously outlined, approximately 4.9% of the City's population lives at or below the poverty level, including 4.7% of children under 18 and 10.1% of seniors (aged 65 and older). The City will support several activities that aim to reduce the number of households living in poverty:

- OCHA administers rental assistance programs for very low-income renters, including senior households.
- Social service programs that provide free or reduced-cost services to lower-income households will help to improve quality of life.
- Social service programs that assist households at risk of becoming homeless and those that are homeless.

Actions planned to develop institutional structure

The City has developed an institutional structure that will help identify and access resources to improve the community. For example, the City will continue to work with nonprofit entities to deliver social services. The City will also continue to provide critical information on homeless resources to assist with the preparation of the County's Continuum of Care Homeless Assistance grant applications to HUD. Aliso Viejo will also provide essential information regarding mainstream funds the City will make available to serve the homeless and assist in identifying and prioritizing gaps and needs in the regional system of care.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Aliso Viejo does not operate public housing. OCHA provides rental assistance in the community. Federal legislation requires that the Housing Authority prepare five-year and one-year plans that highlight its mission, goals, and objectives related to public and assisted housing programs. The City will review the Authority's plans and will provide OCHA the opportunity to review and consult with the City regarding its Consolidated Plan. This cross-consultation aims to provide consistent and coordinated housing services for City residents. Ongoing consultation with local nonprofits also assists the City in coordinating the efficient and effective use of limited federal resources.

Discussion:

HUD-funded grant recipients must affirmatively further fair housing and not discriminate in housing or services directly or indirectly based on race, color, religion, sex, national origin, age, familial status, or disability. Grant recipients such as Aliso Viejo are required to (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choices for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, national origin, and other personal or familial attributes; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act. HUD encourages jurisdictions to consult with one another and initiate region-wide area fair housing planning. The **Analysis of Impediments (AI) to Fair Housing Choice** is the primary document for this purpose. In addition to identifying impediments, a strategy to overcome barriers must be developed and implemented - accomplishments are reported annually. The City participated in developing a county-wide AI, which the City Council adopted in May 2020. A summary of impediments to fair housing and the action steps the City will take during FY 24-25 to affirmatively further fair housing are found in Attachment 4.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Each HUD program covered by the Consolidated Plan regulations must address certain program-specific requirements. Below are the requirements for the CDBG program as prescribed by the Annual Action Plan template.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion:

The City will meet the overall 70% benefit for the low- and moderate-income requirement of the CDBG program over one year – the 2024 Program Year.

City of Aliso Viejo
Summary of Consolidated Plan Accomplishments
(FY 2023-2027)

ConPlan Goal	Unit of Measure	Expected 5 Yr. ConPlan Goal	5-Year Actual	5-Year Percent Complete	Expected FY 23-24 Program Year	Actual FY 23-24 Program Year	1 Yr. Percent Complete
Public Social Services	Persons Assisted	450	NA	0.00%	110	NA	0.00%
Homeless Continuum of Care	Households Assisted	1,350	NA	0.00%	312	NA	0.00%
Program Administration	Other	5	NA	0.00%	1	NA	0.00%
Infrastructure and Facility Improvements	Persons Assisted	5,000	NA	0.00%	0	NA	0.00%
Housing Preservation	Persons Assisted	11	NA	0.00%	0	NA	0.00%



**CITY OF ALISO VIEJO
NOTICE OF CITY COUNCIL
PUBLIC HEARING
AND PUBLIC REVIEW PERIOD**

NOTICE IS HEREBY GIVEN that the City of Aliso Viejo is seeking public input regarding the Community Development Block Grant (CDBG) program Annual Action Plan for Fiscal Year (FY) 2024-2025. The CDBG program's primary objective is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities for persons of low- and moderate-income (i.e., those earning 80 percent or less of Orange County's median income). This funding is provided by the U.S. Department of Housing and Urban Development (HUD). The scope of eligible activities established by HUD ranges from public works improvements to housing rehabilitation and social service programs.

FY 2024-2025 ANNUAL ACTION PLAN

The Consolidated Plan is a five-year strategic plan that identifies priority community needs and projects/programs that may be implemented with CDBG funds to meet these needs. The Annual Action Plan outlines the City's proposed use of CDBG funds for twelve months to address the priority needs identified in the Consolidated Plan. HUD has not notified the City of its FY 2024-2025 CDBG allocation; however, for planning purposes, the City estimates it will receive \$253,000 in CDBG funds. Based on the estimated funds to be available, the following activities will be undertaken:

	CDBG Revenue
Estimate FY 2024-2025 CDBG Fund	\$253,000
Prior Year CDBG Funds	\$0
Total:	\$253,000
	Proposed Use of CDBG Funds
Public Services (15% maximum)	\$37,900
Capital Improvements	\$164,500
Program Administration (20% maximum)	\$50,600
Total:	\$253,000

Due to the delay in approving the federal 2024 budget, CDBG funding for activities described above will be increased or decreased based on the final FY 2024-2025 CDBG grant.

PUBLIC REVIEW

As part of the City's citizen participation process, a draft of the FY 2024-2025 Annual Action Plan will be available for public review on the City's website (<http://www.avcity.org>), Aliso Viejo City Hall, and the Aliso Viejo Library from April 1, 2024, to April 30, 2024. Written comments will be accepted through April 30, 2024, and may be submitted to the City Council prior to a scheduled public hearing to the attention of Mitzi Ortiz, MMC, City Clerk, City of Aliso Viejo, 12 Journey, Suite 100, Aliso Viejo, California 92656. Please reference the hearing title and date of hearing in any correspondence. Additional public input will be received at a public hearing; the hearing details are provided below. All interested persons are invited to the public hearing to provide input on the programs/services proposed.

INVITATION TO BE HEARD

The Aliso Viejo City Council will conduct a public hearing to accept additional public comments regarding the FY 2024-2025 Annual Action Plan. The public hearing will be held on Wednesday, May 1, 2024, at 7:00 PM or as soon thereafter as possible. The hearing will be held at the City of Aliso Viejo City Hall Council Chambers, located at 12 Journey, Suite 150, Aliso Viejo, CA 92656.

If you wish to challenge the above projects in court, the challenge will be limited only to those issues you or someone else raised at the public hearing or in written correspondence delivered to the City at or before the public hearing as described in this notice.

The agenda materials pertaining to this item will be available for public review at the City and on the City's website at www.avcity.org by approximately 5:30 PM on April 25, 2024. Please contact the Planning Division at (949) 425-2525 or planning@avcity.org if you have any questions regarding the agenda materials.

It is the intention of the City of Aliso Viejo to comply with the Americans with Disabilities Act (ADA). If you require special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (949) 425-2505 at least 48 hours before the meeting to inform us of your particular needs.

/s/ Mitzi Ortiz, MMC, City Clerk

1/8-page display ad published in the Laguna Niguel News March 28, 2024

DRAFT

SUMMARY OF PUBLIC COMMENTS

PUBLIC COMMENT PERIOD

TBD

PUBLIC HEARING (5/1/24)

TBD

DRAFT

City of Aliso Viejo
List of CDBG Eligible Census Tract/Block Groups
(2023)

CDBG Community	Census Tract #	Block Group #	Low/Mod Residents	Low/Mod Univers	% Low/Mod
Aliso Viejo	042320	2	240	400	60.00%
Aliso Viejo	042320	3	580	1,065	54.46%
Aliso Viejo	062636	1	815	1,555	52.41%
Aliso Viejo	062640	2	835	1,630	51.23%
Aliso Viejo	062638	1	545	1,085	50.23%
Aliso Viejo	062640	1	1,005	2,155	46.64%
Aliso Viejo	042320	4	790	1,740	45.40%
Aliso Viejo	042320	1	1,080	2,405	44.91%

DRAFT

ORANGE COUNTY ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

August 6, 2020

REGIONAL PROPOSED AI GOALS AND STRATEGIES

To address the contributing factors described above, the AI plan proposes the following goals and actions:
Regional Goals and Strategies”

Goal 1: Increase the supply of affordable housing in high opportunity areas ¹

Strategies:

1. Explore the creation of a new countywide source of affordable housing.
2. Using best practices from other jurisdictions, explore policies and programs that increase the supply of affordable housing, such as linkage fees, housing bonds, inclusionary housing, public land set-aside, community land trusts, transit-oriented development, and expedited permitting and review.
3. Explore providing low-interest loans to single-family homeowners and grants to homeowners with household incomes of up to 80% of the Area Median Income to develop accessory dwelling units with affordability restrictions on their property.
4. Review existing zoning policies and explore zoning changes to facilitate the development of affordable housing.
5. Align zoning codes to conform to recent California affordable housing legislation.

Goal 2: Prevent displacement of low- and moderate-income residents with protected characteristics, including Hispanic residents, Vietnamese residents, other seniors, and people with disabilities

Strategies:

1. Explore piloting a Right to Counsel Program to ensure legal representation for tenants in landlord-tenant proceedings, including those involving the application of new laws like A.B. 1482.

Goal 3: Increase community integration for persons with disabilities

Strategies:

1. Conduct targeted outreach and provide tenant application assistance and support to persons with disabilities, including individuals transitioning from institutional settings and individuals who are at risk of institutionalization. As part of that assistance, maintain a database of housing that is accessible to persons with disabilities.
2. Consider adopting the accessibility standards adopted by the City of Los Angeles, which require at least 15 percent of all new units in city-supported Low-Income Housing Tax Credit (LIHTC) projects to be ADA-

¹The term “high opportunity areas” generally means locations where there are economic and social factors and amenities that provide a positive impact on a person’s life outcome. This is described in more detail in Section iii, Disparities in Access to Opportunity.

accessible with at least 4 percent of total units to be accessible for persons with hearing and/or vision disabilities.

Goal 4: Ensure equal access to housing for persons with protected characteristics, who are disproportionately likely to be lower-income and to experience homelessness

Strategies:

1. Reduce barriers to accessing rental housing by exploring eliminating application fees for voucher holders and encouraging landlords to follow HUD's guidance on the use of criminal backgrounds in screening tenants.
2. Consider incorporating a fair housing equity analysis into the review of significant rezoning proposals and specific plans.

Goal 5: Expand access to opportunity for protected classes

Strategies:

1. Explore the voluntary adoption of Small Area Fair Market Rents or exception payment standards in order to increase access to higher opportunity areas for Housing Choice Voucher holders.
2. Continue implementing a mobility counseling program that informs Housing Choice Voucher holders about their residential options in higher opportunity areas and provides holistic support to voucher holders seeking to move to higher opportunity areas.
3. Study and make recommendations to improve and expand Orange County's public transportation to ensure that members of protected classes can access jobs in employment centers in Anaheim, Santa Ana, and Irvine.
4. Increase support for fair housing enforcement, education, and outreach.

CITY OF ALISO VIEJO PROPOSED AI GOALS AND STRATEGIES

1. In collaboration with the Orange County Housing Authority (OCHA):
 - a. Attend quarterly OCHA Housing Advisory Committee to enhance the exchange of information regarding the availability, procedures, and policies related to the Housing Assistance Voucher program and regional housing issues.
 - b. Support OCHA's affirmative fair marketing plan and de-concentration policies by providing five-year and annual PHA plan certifications.
 - c. In coordination with OCHA and fair housing services provider, conduct landlord education campaign to educate property owners about State law prohibiting discrimination based on household income.
2. Through the City's fair housing contractor:
 - a. Provide fair housing education and information to apartment managers and homeowner associations on why denial of reasonable modifications/accommodations is unlawful.
 - b. Conduct multi-faceted fair housing outreach to tenants, landlords, property owners, realtors, and property management companies. Methods of outreach may include workshops, informational booths, presentations to community groups, and the distribution of multi-lingual fair housing literature.



Community Development Block Grant (CDBG)

2024 – 2025 Annual Action Plan

City Council
May 1, 2024

2024 – 2025 CDBG Funding

- Anticipated allocation: \$253,000
 - Estimate only - delay in Federal budget approval
 - HUD allows communities to plan the allocation of CDBG funds
 - CDBG allocation will be adjusted by a proportional percentage once HUD publishes CDBG allocations

2024 – 2025 Plan of Expenditures

- **Public Facilities and Improvements: \$164,605**
 - Sidewalk curb ramp improvements
 - Additional \$73,288 from previous year's allocation
- **Administration: \$50,600**
 - Reimbursable administrative expenses capped at 20%
 - \$27,000 allocated for CDBG consultant services
 - \$23,600 allocated for City staff administration
- **Public Services: \$37,795**
 - Up to 15 percent of the allocation can be used for public services
 - Beneficiaries must be low and moderate-income households
 - Four applicants awarded funding

2024 – 2025 Plan of Expenditures (continued)

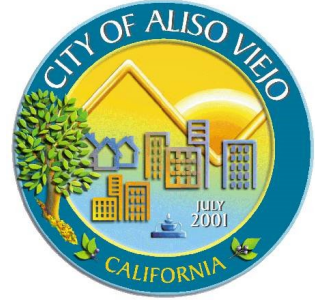
- **Fair Housing Services: \$3,500**
 - Fair Housing Foundation ("FHF")
 - Fair housing outreach, education, and enforcement services
- **Case Management and Supportive Services: \$7,500**
 - Family Assistance Ministries ("FAM")
 - Case management and support services for the City-owned affordable housing units
- **Meals on Wheels: \$6,795**
 - Age Well Senior Services
 - Meals on Wheels services to homebound Aliso Viejo seniors
- **Hunger and Homelessness Prevention: \$20,000**
 - South County Outreach ("SCO")
 - Rent and utility assistance to qualified Aliso Viejo households
 - Case management and access to SCO's food bank

Staff Recommendation to City Council:

1. Declare the City Council finds the FY 2024-2025 Annual Action Plan is not subject to the California Environmental Quality Act (“CEQA”) as the activity is not a project defined in Section 15378(b)(5) of the state CEQA Guidelines;
2. Approve and adopt the FY 2024-2025 Annual Action Plan (“Action Plan”) for the use of Community Development Block Grant (“CDBG”) funds; and
3. Authorize the City Manager to submit the Action Plan to the U.S. Department of Housing and Urban Development (“HUD”), which executes the HUD contract and authorize the City Manager to submit all related documents with the implementation of the Action Plan.

City of Aliso Viejo

AGENDA ITEM



DATE: May 1, 2024

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDING FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR ELIGIBLE HOUSING-RELATED PROJECTS AND PROGRAMS

Recommended Action:

Adopt a resolution authorizing the application submittal for the Permanent Local Housing Allocation (PLHA) funding from the California Department of Housing and Community Development (HCD) for housing-related eligible activities.

Fiscal Impact:

The PLHA Grant will provide approximately \$408,000 in funding over the next three years. If approved, approximately \$320,000 from the grant will be used to offset General Fund costs for administration, public safety, and maintenance of the City's affordable housing units. The estimated remaining funds of \$88,000 will be provided to Family Assistance Ministries and Laura's House for their operations.

Background:

On March 20, 2024, the City Council considered the PLHA application and continued the item to April 3, 2024 without further discussion. On April 3, 2024, the City Council considered and continued the item to May 1, 2024, directing Staff to compile grant eligible activities, other than the Aliso Viejo Town Center Vision Plan and acquisition of an affordable unit.

Discussion:

The City is eligible to receive an estimated \$700,000 in PLHA funds, to be disbursed over a five-year period. The City lost the first two years of funding as the Housing Element remains uncertified. The recently adopted rezone ordinances have been submitted to the California Department of Housing and Community Development and the City anticipates a response by the end of May on the certification status of the Housing Element.

To qualify for the remaining three years of PLHA funds, the City is required to submit a plan detailing the intended use of the funds as part of its application. PLHA has the following 10 eligible activities to choose from:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable housing, including necessary operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable housing, including accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund.
5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
7. Accessibility modifications in Lower-income Owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the Project.

To utilize the grant funds within the City, Staff proposes the following eligible activities:

Activity 1: Rehabilitation and preservation of affordable housing

- City-Owned Affordable Housing Units: \$60,000 - The City owns three separate affordable housing units. The annual HOA dues for these units total approximately \$25,000 and associated insurance cost of \$5,000. A maximum of \$30,000 annually may be needed to cover maintenance and repair of the units.

Activity 6: Assisting persons experiencing homelessness

- Orange County Sheriff's Department (OCSD): \$35,000 – The City's agreement with OCSD includes indirect costs associated with the Behavioral Health Bureau. This bureau partners with various agencies and organizations to provide support

to the homeless community. Aliso Viejo's portion towards this collaborative effort is approximately \$35,000 annually.

- Family Assistance Ministries (FAM) – Currently, the City leases its affordable housing units to Family Assistance Ministries (FAM) for management, specifically for low-income families who are subleasing these units. FAM offers a range of direct services to its clients, encompassing case management, goal setting, financial planning, crisis intervention, and employment resources. In terms of financial assistance, FAM provides services such as securing permanent housing, assisting with rental applications, providing rental assistance, and handling payment processing. The annual operational cost for FAM to provide these comprehensive services is approximately \$100,000. FAM currently receives \$7,500 in Community Development Block Grant (CDBG) funds to help offset some of their costs.
- Laura's House – Laura's House is a state-approved domestic violence agency in South Orange County that provides residential shelter services, transitional housing, counseling and workshops, and legal services to victims of domestic violence. The cost for supportive/case management services is approximately \$248,000 and the operation of their emergency shelters and transitional living center is approximately \$790,000 per year.

Staff believes that the PLHA grant should, at the very least, be utilized for the City's direct expenses. These expenses include the maintenance of the City-owned affordable housing units, OCSD, and administrative costs. Any remaining funds from Year 1 are proposed to be allocated to FAM and Laura's House. Based on these considerations, Staff proposes the following allocation:

	Grant Amount	Proposed Allocation	
Year 1	\$203,849	29%	\$60,000 to City-Owned Affordable Housing Units
		24%	\$49,328.50 to FAM
		24%	\$49,328.50 to Laura's House
		18%	\$35,000 to OCSD
		5%	\$10,192 to Administrative Costs
Year 2	\$102,179	59%	\$60,000 to City-Owned Affordable Housing Units
		36%	\$37,070 to OCSD
		5%	\$10,192 to Administrative Costs
Year 3	Year 3 allocation has not been determined but is anticipated to be similar to Year 2 and Staff recommends the same allocation.		

Environmental:

CEQA Guidelines Section 15378 defines a project as an action which has a potential for resulting in either a direct physical change in the environment, or a reasonably

foreseeable indirect physical change in the environment. The proposed request is to apply for state funding.

Public Notice:

A public hearing notice was published in the Laguna Niguel News on February 29, 2024 and April 23, 2024.

Attachments:

1. Resolution
2. PLHA Plan

RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

WHEREAS, the Department is authorized to provide up to \$296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)));

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 12/29/2023 under the Permanent Local Housing Allocation (PLHA) Program;

WHEREAS, the City of Aliso Viejo is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation;

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients; and,

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

Section 1: If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

Section 2: Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA (\$715,062) in accordance with all the applicable rules and laws.

Section 3: Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

Section 4: Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

Section 5: Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

Section 6: Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

Section 7: Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

Section 8: Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

Section 9: The City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED, APPROVED AND ADOPTED this 1st day of May, 2024.

Mike Munzing
Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith, City Attorney

Lauren Torres, Deputy City Clerk

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

I, LAUREN TORRES, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2024-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 1st day of May 2024, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

LAUREN TORRES
DEPUTY CITY CLERK

(SEAL)

§302(c)(4) Plan

Rev. 03/18/24

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City of Aliso Viejo (City) plans on utilizing its allocated PLHA funds for administration costs and the following two activities:
1) Activity 1: preservation of rental housing opportunities for low-income households; and
2) Activity 6: provision of case management services to the homeless.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

The City's PLHA funds will focus on subsidizing rental housing for households at or below 60% of the AMI.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

This Plan is consistent with the following programs identified in the City's Housing Element which outline housing goals and policies:
1) Policy H-1.1: Identify sites appropriate for the development of a variety of housing types and price ranges to meet the needs of all socioeconomic segments of the community;
2) Policy H-1.4: Ensure that a portion of future residential development is affordable to low- and very low-income households;
3) Policy H-1.6: Encourage the use of grant funds to purchase available residential units in order to increase the supply of units affordable to low- and moderate- income households; and
4) Goal H-3b: Increase the supply of affordable housing in high opportunity areas.

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-,very low-, low-, or moderate-income households, including necessary Operating subsidies.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental Housing Activity.

The City will allocate a percentage of their PLHA allocation towards Activity #1 for the operations, repair and maintenance of three recently purchased single family rental housing units which will be affordable for households earning 60% of Area Median Income (AMI) or below.

Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2020	2021	2022	2023											
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity		35%	60%	60%											
§302(c)(4)(E)(ii) Area Median Income Level Served		60%	60%	60%											TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level Note: complete for years 2020, 2020, 2022 only		214	214	n/a											428
§302(c)(4)(E)(ii) Projected Number of Households Served		1	1	1											3
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Affordable Rental Housing Activity (55 years required for rental housing projects)		55 years	55 years	55 years											

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

City pays for the annual maintenance, insurance, HOA fees and turnover expenses.

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

The city will contract for case management and supportive services for the homeless.

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2020	2021	2022	2023											
Type of Activity for Persons Experiencing or At Risk of Homelessness		Supportive/Case Management Services	Supportive/Case Management Services	Supportive/Case Management Services											
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity		60%	35%	35%											
§302(c)(4)(E)(ii) Area Median Income Level Served		30%	30%	30%											TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2020, 2020, 2022 only		n/a	n/a	n/a											0
§302(c)(4)(E)(ii) Projected Number of Households Served		250	100	100											450
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)		n/a	n/a	n/a											

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

The city will contract with Family Assistance Ministries (FAM) and will renew their contract with the Orange County Sheriff's Department for case management and supportive services for the homeless.

File Name:

Plan Adoption Reso

§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.

Uploaded to HCD?

Yes

Total Percentage of Funds Allocated Calculator (2020 - 2023)

2020 Allocation		2021 Allocation		2022 Allocation		2023 Allocation*	
Admin	0%	Admin	5%	Admin	5%	Admin	5%
Funds Allocated	0%	Funds Allocated	95%	Funds Allocated	95%	Funds Allocated	95%

*HCD will calculate manually for 2023 Allocation

Total Percentage of Funds Allocated for 2020	0%
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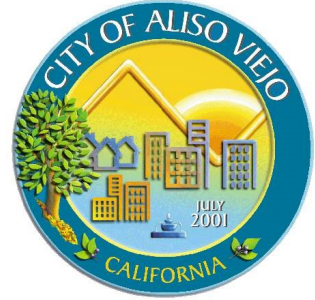
Total Percentage of Funds Allocated for 2020	0%
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Total Percentage of Funds Allocated for 2022	95%
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Total Percentage of Funds Allocated for 2023	95%
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City of Aliso Viejo

AGENDA ITEM



DATE: May 1, 2024

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney

SUBJECT: CITY MANAGER EXECUTIVE RECRUITMENT AGREEMENT

Recommended Actions:

1. Accept proposal from Bob Murray & Associates to conduct recruitment for the City Manager position;
2. Approve the Executive Recruitment Agreement with Bob Murray & Associates for purposes of recruiting a City Manager for the City; and
3. Appropriate \$29,000 to the General Fund for the fiscal year 2023-24 budget.

Fiscal Impact:

The proposed costs of the recruitment services amount to \$22,000, as a fixed flat rate. Reimbursable expenses for the services may amount up to \$7,900, but the total will not exceed \$29,000 unless City approval otherwise. Funds from the General Fund will need to be appropriated to the fiscal year 2023-24 budget.

Background:

Bob Murray & Associates is a professional search firm specializing in recruiting and placing public executives. They have provided the City a proposal for recruitment services, outlining a plan, estimated schedule, and project leads. A City Council ad hoc committee interviewed recruitment firms and has recommended to the City Council that Murray & Associates be chosen for this important work.

Discussion:

The Aliso Viejo City Council intends to fill the City Manager position in a short time. Council acted quickly to appoint an ad hoc committee comprised of Mayor Pro Tem Tiffany Ackley and Councilmember Max Duncan, who interviewed several capable recruitment firms and selected Murray & Associates as the firm to recommend to the City Council for engagement. Under the agreement provided, Murray & Associates will

provide and manage all recruitment work including, but not limited to, developing candidate profiles, advertising the position, recruiting and screening candidates, conducting interviews and background checks, and providing recommendations to the City Council. Valerie Phillips, one of the firms co-owners, will serve as the project manager. Based on the firm's history of recruitment successes, their goals of diverse and superlative candidates, and their alignment with City goals and objectives, the ad hoc recommends acceptance of the proposal and approval of the agreement.

Attachments:

1. Proposed City Manager Recruitment Agreement
2. Bob Murray & Associates Executive Recruitment Proposal

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
BOB MURRAY & ASSOCIATES**

PARTIES AND DATE.

This Agreement is made and entered into this ____ day of April, 2024 by and between the City of Aliso Viejo, organized under the laws of the State of California (“City”), and Bob Murray & Associates, a California corporation with its headquarters at 1544 Eureka Road, Suite 280, Roseville, California 95661 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to conduct an executive recruitment for the position of City Manager (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

- A. 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional executive search and recruitment consulting services necessary for the Project (“Services”). The Consultant agrees to perform certain services necessary for the completion of the search, which services shall include, but are not limited to, the following:

- a. Develop the Candidate Profile
- b. Develop Advertising Campaign and Recruitment Brochure
- c. Recruit Candidates
- d. Screen Candidates
- e. Conduct Personal Interviews
- f. Conduct Public Record Search
- g. Provide Recommendation
- h. Assist with Final Interviews

- i. Conduct Detailed Reference Checks
- j. Assist with Negotiations
- k. Provide Complete Administrative Assistance

The Services are more particularly described in Consultant's proposal dated April 9, 2024 attached hereto as Exhibit "A" (the "Proposal") and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall begin immediately and shall continue until the Search is completed, unless this Agreement is terminated sooner as provided herein. Completion is defined as the date of hire of the new City Manager of the City of Aliso Viejo. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at

least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Valerie Phillips, Yasmin Beers, Jon Lewis.

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

3.2.6 Consultant's Representative. Consultant hereby designates Valerie Phillips to act as its representatives for the performance of this Agreement ("Consultant's Representatives"). Consultant's Representatives shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representatives shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule described in Exhibit “A” attached hereto, or which may be separately agreed upon in writing by the City and Consultant (“Performance Milestones”). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant’s compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer

of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

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

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1 million per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1 million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1 million per accident for bodily injury or disease.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1 million per claim, and shall be endorsed to include contractual liability.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

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

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

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

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

3.2.11.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A." The total fixed fee compensation shall be \$22,000. Extra Work, including Optional

Services as described in Exhibit “A” may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in the Proposal.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement (“invoice”) which describes the services rendered and/or milestones completed since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 45 days of receiving such invoice, review the invoice and pay all approved charges thereon. Invoices shall be submitted to the following individual or department in the City:

Invoicing/Billing Contact:

Ann Eifert, Director of Finance; Finance@avcity.org;

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses beyond those described in the Proposal unless authorized in writing by City. Notwithstanding this section, it is acknowledged that \$7,900 maximum in expenses have been estimated in part of the approval of this agreement.

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

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days’ prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination. Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents and Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents and Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents and Data on any project other than this Project, it shall remove the Consultant's seal from the Documents and Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents and Data on such other project. Consultant shall be responsible and liable for its Documents and Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the

indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

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

Consultant:

Bob Murray & Associates
1544 Eureka Road, Suite 280
Roseville, CA 95661
Attn: Valerie Phillips, Vice President

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: Interim City Manager

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

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this

Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

3.6.19 Federal Provisions. This section intentionally left blank.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ALISO VIEJO
AND BOB MURRAY & ASSOCIATES**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the ____ day of April, 2024.

CITY OF ALISO VIEJO

By: _____
Mike Munzing
Mayor

Attest: _____

BOB MURRAY & ASSOCIATES

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT “A”

PROPOSAL AND SCOPE OF SERVICES



**BOB MURRAY
& ASSOCIATES**

Experts In Executive Search

A Proposal to Conduct an Executive Recruitment

for the Position of

CITY MANAGER

on behalf of the City of



ALISO VIEJO

Live Life Inspired

1544 Eureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

April 9, 2024

Mayor Mike Munzing &
Members of the City Council
City of Aliso Viejo
12 Journey Suite 100
Aliso Viejo, CA 92656

Submitted via email to: Natalie.wright@bbklaw.com

Dear Mayor Munzing & Members of the City Council:

Bob Murray & Associates is pleased to submit a proposal to conduct the City Manager recruitment for the City of Aliso Viejo. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and guarantee.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms by capitalizing on our decades of experience and vast network of contacts. As a minority and woman owned firm, Bob Murray & Associates' places diversity, equity, and inclusion at the forefront of each recruitment. We recognize the importance of meeting each client's unique recruitment needs and building a plan together to establish success. Our expertise ensures that the candidates we present to the City of Aliso Viejo will match the criteria you have established, be a positive addition to your organization, and be outstanding in their field.

Bob Murray & Associates recognizes that we work at the pleasure of the City Council and our job is to facilitate the Council in finding the City of Aliso Viejo's next City Manager. Our best practice is to establish a strong partnership with the Council, to ensure the placement of a City Manager who is ideally suited to its needs. In developing this collaborative approach, we will seek the opportunity to meet with the Council individually to discuss their expectations for the City of Aliso Viejo's new City Manager. The feedback received from Council will be essential in providing guidance when recruiting and screening candidates for the position.

Current and recent City Manager recruitments we have completed similar in size and scope to your upcoming search include the following:

2024

Vancouver, CA (City Manager) - *Current*
Marin County, CA (County Administrator) –
Current
Novato, CA (City Manager) – *Current*
Orinda, CA (City Manager) – *Current*
Pacific Grove, CA (City Manager) – *Current*
Pinole, CA (City Manager) – *Current*
Salinas, CA (City Manager) – *Current*
Saratoga, CA (City Manager) – *Current*

Sparks, NV (City Manager) – *Current*

2023

Auburn, CA (City Manager)
Desert Hot Springs, CA (City Manager)
Downey, CA (City Manager)
Merced, CA (City Manager)
Moraga, CA (Town Manager)
Pacific Grove, CA (Interim City Manager)
Piedmont, CA (City Administrator)

Rio Vista, CA (City Manager)
San Bruno, CA (City Manager)
San Marino, CA (City Manager)
San Rafael, CA (City Manager)
San Ramon, CA (City Manager)
Santa Clara, CA (City Manager)
South Gate, CA (City Manager)
Ventura, CA (City Manager)
Winters, CA (City Manager)
Yountville, CA (Town Manager)

2022

Calistoga, CA (City Manager)
Livermore, CA (City Manager)
Placer County, CA (County Executive Officer)
Rohnert Park, CA (City Manager)
St. Helena, CA (City Manager)
Sonoma County, CA (County Administrator)
Yolo County, CA (County Administrator)

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Valerie Gaeta Phillips, Yasmin Beers, or Jon Lewis. Our recruiters are highly experienced in guiding elected bodies through the decision-making process and would not only direct and supervise the project team from beginning to end but also serve as your Recruiter.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 13 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,



Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding positive placements and providing security and fairness to candidates and clients while ensuring the integrity of the search process. We understand that superlative recruiting for the City Manager will lead to superlative results for the City of Aliso Viejo. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive search.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of Aliso Viejo's needs will be key to a successful search. Valerie Gaeta Phillips, Yasmin Beers, or Jon Lewis will meet with the City Council and key stakeholders to learn as much as possible about the ideal candidate for the City Manager position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of Aliso Viejo.

Your recruiter will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Council and your recruiter will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of Aliso Viejo so desires, we will work with the City Council to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Ms. Gaeta Phillips, Ms. Beers, or Mr. Lewis and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of Aliso Viejo to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Aliso Viejo that you feel best represent your organization and your community.

Upon your approval, your recruiter will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the City Manager position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly

and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Your recruiter will also design an effective advertising campaign appropriate for the City Manager recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the City Manager field.

Suggested City Manager-specific advertising sources for the City of Aliso Viejo's search include:

- ICMA Newsletter
- League of Women in Government
- National League of Cities
- California City Management Foundation
- California City News
- Local Government Hispanic Network

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Your recruiter will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Aliso Viejo, to maximize the potential for individuals from a wide variety of backgrounds, cultures, physical abilities, life experiences, and gender to be considered for the City Manager position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the City Manager recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, your recruiter will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and your recruiter will discuss with the City Council how the City of Aliso Viejo wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Your recruiter will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Zoom or other convenient videoconferencing applications.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Ms. Gaeta Phillips, Ms. Beers, or Mr. Lewis, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Ms. Gaeta Phillips, Ms. Beers, or Mr. Lewis to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Ms. Gaeta Phillips, Ms. Beers, or Mr. Lewis will recommend a limited number of candidates for your further consideration. Your recruiter will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience and education for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of Aliso Viejo to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the City Council and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element your recruiter helps the City of Aliso Viejo to design.

Ms. Gaeta Phillips, Ms. Beers, or Mr. Lewis will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Ms. Gaeta Phillips, Ms. Beers, or Mr. Lewis and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Your recruiter knows what other organizations have done to put deals together with great candidates and what the current market is like for City Manager positions in organizations like the City of Aliso Viejo's. Your recruiter will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome,

we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of Aliso Viejo, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from your recruiter on behalf of the City of Aliso Viejo.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Ms. Gaeta Phillips, Ms. Beers, or Mr. Lewis will be available to the City of Aliso Viejo by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the City Manager recruitment on behalf of the City of Aliso Viejo is \$22,000. Services provided for in this fee consist of all steps outlined in this proposal, including three (3) meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of Aliso Viejo. Therefore, Ms. Gaeta Phillips, Ms. Beers, or Mr. Lewis will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

The City of Aliso Viejo will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$7,900. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of Aliso Viejo.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of Aliso Viejo.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee)	\$22,000
Reimbursable Expenses <i>Example costs and approximate amounts include:</i> Brochure Design and Printing (\$1,275) Advertising (\$2,500) Background Checks – 3 candidates (\$650) Consultant Travel (\$2,600) Other expenses – supplies, shipping, clerical (\$875)	\$7,900
Not-to-Exceed Total	\$29,900

Optional Services

- Community/Staff Input Forum: \$1,500/day, plus travel expenses
- Online survey: \$1,000 (Surveys include formatting questions and preparing survey link. Services do not include summaries or analysis of data.)
- Additional on-site meeting days: \$1,500/day, plus travel expenses
- Additional background checks: \$250/candidate
- Additional reference checks: \$500/candidate
- Additional hires: \$6,500/candidate
- Other services: \$250/hour or \$1,500/day

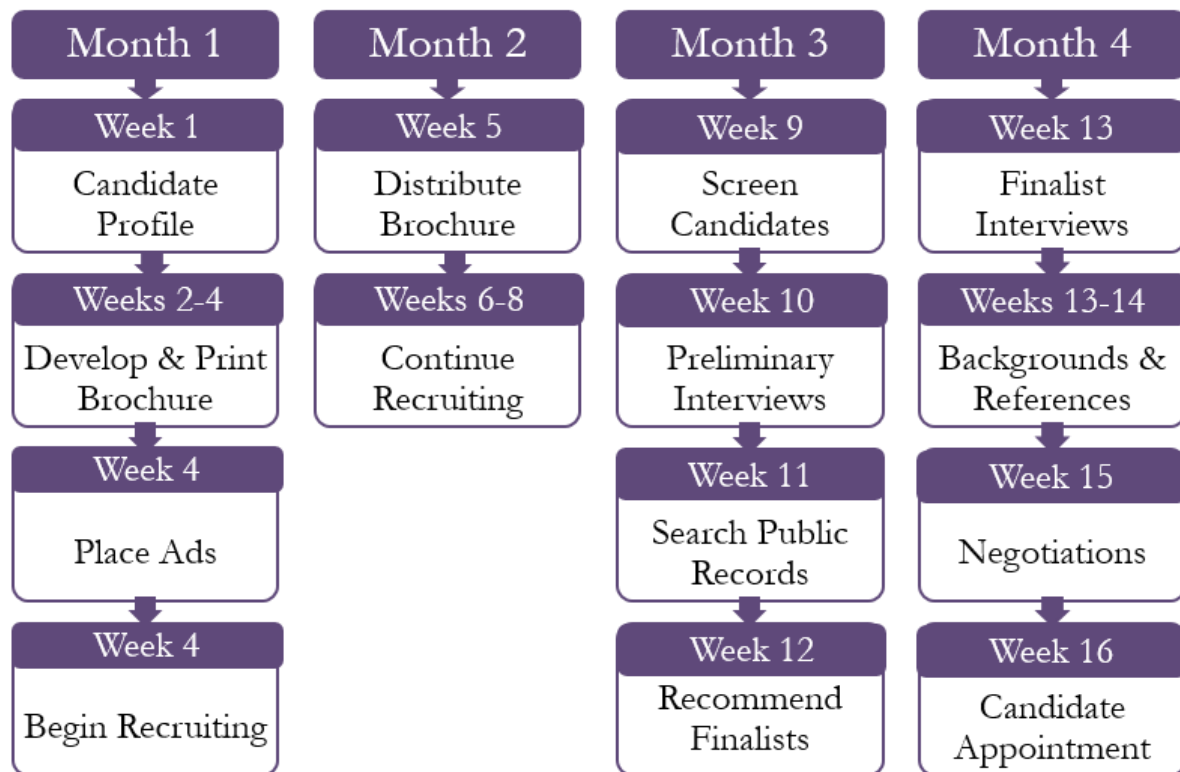
GUARANTEE

Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the City of Aliso Viejo with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the City of Aliso Viejo's behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of Aliso Viejo. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of thirteen (13):

- Bob Murray, *Founder*
- Valerie Gaeta Phillips, *President*
- Gary Phillips, *Executive Vice President*
- Joel Bryden, *Vice President*
- Yasmin Beers, *Senior Executive Recruiter*
- Adele Fresé, *Senior Executive Recruiter*
- Stacy Stevenson, *Senior Executive Recruiter*
- Jon Lewis, *Executive Recruiter*
- Stephanie Dietz, *Executive Recruiter*
- Alexandria Kopack, *Recruitment and Operations Manager*
- Kathy Lolas, *Senior Recruitment Coordinator*
- Grace Marshall, *Senior Recruitment Coordinator*
- Steph Souza, *Assistant Recruitment Coordinator*

Please see your lead recruiter's biography below:

VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 160 searches in a diverse range of fields, including city and general management, planning, finance, human resources, transportation, communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success; she is also active in a variety of industry organizations and in diversity-focused associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a positive placement for the organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

YASMIN BEERS, SENIOR EXECUTIVE RECRUITER

Yasmin Beers brings over 33 years of municipal government experience to Bob Murray and Associates. Yasmin retired as the City Manager for Glendale with a population of over 200,000. She served as Chief Executive Officer overseeing close to 2,000 employees serving in Police, Fire, Public Works, Parks, Community Development, Library Arts & Culture, Innovation Performance & Audit, and Water & Power to name a few.

Yasmin's three decades of experience in public service brings extensive background in public sector finance, human resources management, contract negotiations, strategic planning & organizational leadership, policy development, emergency response & planning, team building and performance improvement. Throughout her career, Yasmin has had a great deal of experience in recruiting, selecting and hiring employees for executive and management level positions with a focus on the organizational needs and culture.

Yasmin currently serves on the Glendale Adventist Medical Center's Civic Advisory Board and the Advisory Board for Village Christian School. Yasmin is a past member of Soroptimist International of Glendale where she served as President in 1999/2000. She is a past board member of Glendale Healthy Kids, Salvation Army and the American Red Cross. In 2011 the Glendale Chamber of Commerce recognized Yasmin as Woman of the Year; in 2013 she was the recipient of The Armenian American Woman of Excellence Award; in 2014 Yasmin was recognized by the Glendale Educational Foundation for her distinguished service and philanthropic efforts; in 2015, YWCA awarded Yasmin with the Heart & Excellence Award; in 2017, she was recognized by Business Life Magazine as a Women Achiever; and in 2018 the California State Senate recognized Yasmin as one of the Woman of the Year, each a tribute to her core values that represent her civic responsibilities, volunteerism and community service.

Yasmin has a Bachelor of Arts degree in Political Science from California State University, Northridge and a Master's degree in Organizational Leadership from Woodbury University.

JON LEWIS, EXECUTIVE RECRUITER

Jon Lewis brings over 30 years of municipal government experience to Bob Murray and Associates. Jon began his career in public service in 1991 with the City of Newport Beach, an iconic coastal community of 53 square miles in Southern California. After successfully working his way through the ranks of the Police Department, he honorably retired in December of 2022 after serving as the Chief of Police for nearly seven years. Jon is known for his commitment to selfless service, ethical leadership and maintaining longstanding community partnerships. During his tenure as Chief of Police, the Newport Beach Police Department achieved reduction in crime to historic lows through effective, data-driven community policing strategies as well as excellence in emergency response and 911 call answer times.

Jon graduated with honors from California State University Long Beach with a Bachelor of Science degree in Criminal Justice and Speech Communication, and holds a Master of Arts degree in Criminal Justice from Chapman University. He is a graduate of several advanced law enforcement training courses including the California Commission on Peace Officer Standards and Training Command College. Jon has authored two university-level textbooks in criminal justice and is an

instructor with the Center for Criminal Justice Research and Training at California State University Long Beach.

He and his wife, Darcy, have two children and reside in Orange County.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 280
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of Aliso Viejo:

- California Special Districts Association
- California City Management Foundation (CCMF)
- Engaging Local Government Leaders (ELGL)
- International City/County Management Association (ICMA)
- International Network of Asian Public Administrators (I-NAPA)
- League of California Cities
- League of Women in Government
- Municipal Management Association of Northern California (MMANC)
- Municipal Management Association of Southern California (MMASC)
- National Forum for Black Public Administrators (NFBPA)

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- “Role of the Chief” class, annually presented by Joel Bryden or Jon Lewis on behalf of the California Police Chiefs Association;
- MMANC and MMASC annual mock interviews;
- Annual League of California Cities Booth; and
- Annual League of California Cities City Manager’s Conference (City Manager hosted event).

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

CLIENT: City of Ventura, CA
POSITION: City Manager
POSITION: Assistant City Manager
REFERENCE: Ms. Danielle Keys, Human Resources Director (805) 654-7800 &
Mr. Bill Ayub, City Manager (805) 654-7740

CLIENT: City of Carpinteria, CA
POSITION: Assistant City Manager
REFERENCE: Mr. Michael Ramirez, City Manager
(805) 755-4450

CLIENT: City of Rohnert Park, CA
POSITION: City Manager
REFERENCE: Ms. Michelle Kenyon, City Attorney
(510) 388-4669

We appreciate the City of Aliso Viejo's consideration of our proposal and look forward to working with you.

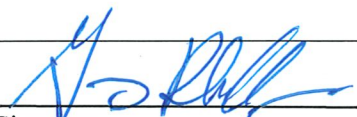


CITY OF ALISO VIEJO

SUMMARY SHEET

Firm Name: GVP Ventures, Inc. dba Bob Murray & Associates

Firm Parent or Ownership: _____

Firm Address: 1544 Eureka Rd. Ste 280 Roseville, CA 95661Firm Telephone Number: (916) 784-9080Number of years in existence: 20+**Management Contact (person responsible for direct contact with the City of Aliso Viejo and auditing services required for this Request for Proposals):**Name: George Lolas Title: Contracts AdministratorTelephone Number: (916) 784-9080Email: apply@bobmurrayassoc.com**Project Manager (Person responsible for managing the audit at the client site and preparation of the audit work papers):**Name: George Lolas Title: Contracts AdministratorTelephone Number: (916) 784-9080Email: apply@bobmurrayassoc.comTypes of services provided by the firm: Executive Recruiting Services


 Signature

Gary Phillips

 Print Name

Executive Vice President

 Title
This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by the applicant and all of applicants employees, including any employee(s) that applicant intends to assign to perform the work or services described in Agreement dated _____. If none, please state so:

N/A

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

Roseville, CA

City, State

April 9, 2024

Date

GVP Ventures, Inc. dba Bob Murray & Associates

Name of Business

Gary Phillips, Executive Vice President

Print Name

Signature

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

GVP Ventures, Inc. dba Bob Murray & Associates

Name of Business

Gary Phillips, Executive Vice President

Print Name


 Signature

April 9, 2024

Date

This executed form must be submitted with the Proposal.



ASSISTANT CITY MANAGER



**BOB MURRAY
& ASSOCIATES**
EXPERTS IN EXECUTIVE SEARCH

THE COMMUNITY

The City of Carpinteria, with approximately 12,711 residents, is an inviting seaside community with an abundance of natural beauty and small-town charm. Located in Santa Barbara County adjacent to Highway 101, Carpinteria is 12 miles south of Santa Barbara, 12 miles north of Ventura, and 80 miles north of Los Angeles.

Situated between the mountains and the coast, residents and visitors enjoy over 275 days of sunshine a year, with an average daytime temperature between 68 and 80 degrees. Carpinteria is an outdoor enthusiast's playground with nearly three miles of accessible and beautiful coastline and a reputation for having some of the best beaches in California for swimming, sunbathing, fishing, and exploring. The City's beautiful beach offers convenient access to public parking and downtown shopping and dining while the Carpinteria State Beach offers day use and overnight camping. Carpinteria is also known for its surfing, including Rincon Point which has been recognized as having some of the best and most consistent surfing in the world. The area also offers great trails for bicyclists, abundant open space, and many parks and outdoor activities for every interest.

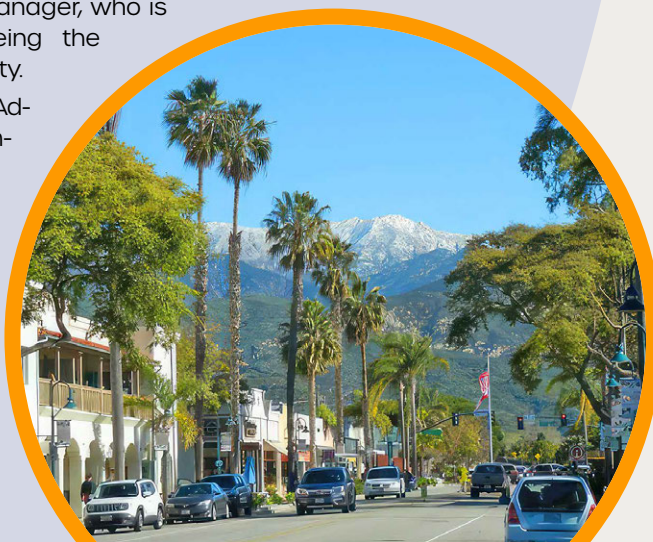
In the downtown, unique boutiques and shops line Linden Avenue, along with dining, shopping, and several craft brewery options. The California Avocado Festival is held in Carpinteria each October, and residents and visitors enjoy the bounty of local farms at the weekly farmer's market. The Santa Barbara Polo and Racquet Club is also nearby, providing locals and visitors a chance to enjoy world-class polo matches.

The Carpinteria Valley has a long and productive agricultural history, which is an integral part of a thriving, diverse economy rooted in locally owned small businesses, and complemented by high-tech and light manufacturing companies such as LinkedIn, Agilent, NuSil, Procore, and BEGA. Public schooling is provided by the Carpinteria Unified School District, which serves 2,300 students through nine high-performing schools that boast small class sizes. Several renowned four-year colleges and universities are located within just a few miles, including Westmont College, the University of California, and Santa Barbara and California State University Channel Islands. Located nearby is Santa Barbara City College, which is one of the top ranked community colleges in the nation.

THE ORGANIZATION

Carpinteria was incorporated in 1965 as a general law city with a Council-Manager form of government. The City is led by a five-member City Council, with members elected to overlapping four-year terms. The Mayor and Vice Mayor are selected by their fellow Council Members. The Council works to establish a vision for the City of Carpinteria and appoints the City Manager, who is responsible for overseeing the daily operations of the City.

City departments include Administrative Services, Community Development, Parks, Recreation & Community Services, Public Works, and General Government. Policing services are provided through contract with the Santa Barbara County Sheriff's



Department, and sanitary sewer, water, and fire protection services are provided by independent special districts.

City operations are assisted by 41 full-time and approximately 95 part-time seasonal staff and is supported by a FY 2023-24 total budget of \$28.6 million. The City's major revenue sources include property, sales, and transient occupancy tax.

THE POSITION

Under administrative direction, the Assistant City Manager will assist the City Manager and City Council in coordinating, directing, and evaluating the City's departmental activities and operations. The Assistant City Manager provides highly complex administrative support to the City Manager and City Council members, and operates with substantial latitude and discretion to achieve effective and efficient use of the City's resources in serving customers. This position relieves the City Manager of day-to-day duties associated with City responsibilities and develops and oversees civic engagement and communication strategies, racial equity and social justice, and performance measurement programs; provides direct oversight of Human Resources and Risk Management division functions and management of interdepartmental projects, as well as assigned programs, functions, and services within the City Manager's Office; and serves as a member of the City's Executive Team and acts for and on behalf of the City Manager in his/her absence.

Duties may include, but are not limited to, the following:

- Directing, preparing, and overseeing the preparation of a wide variety of reports, analyses, recommendations, and presentations for the City Council, City management, and outside agencies.
- Reviewing City Council agenda reports following up on policy issues or concerns prior to City Council meetings; responding to and follows up on City Council meetings and concerns related to agenda items.
- Leading Human Resources and Risk Management functions as well as Racial, Equity and Social Justice

program, Performance Measurement program, Economic Vitality, Community Promotions & Communications, Social Media, Community Services Support, Youth Safety and Engagement, and Volunteer Services.

- Managing interdepartmental projects as well as assigned services, programs, functions, and activities within the City Manager's Office.
- Developing, implementing, and monitoring long-term plans, goals, and objectives focused on achieving the City's mission and City Council goals and priorities.
- Interpreting City ordinances, codes, and applicable laws and regulations to ensure compliance.
- Planning and evaluating the performance of assigned staff; establishing performance requirements and personal development targets; regularly monitoring performance and providing coaching for performance improvement and development.
- Administering, coordinating, and monitoring a variety of programs that cross a number of City operational lines; researching development opportunities to address funding needs.
- Participating in Budget preparation, including leading the evaluation of City programs and services using performance measures.
- Serving as the City's liaison to the community; providing leadership to special projects or issues that are complex and/or sensitive; serving as a facilitator to identify, address, and resolve issues; developing and implementing strategic plans and policies.
- Providing high-level research, analysis, and recommendations to the City Manager, Department Directors, and City Council on matters relating to policy development, strategies, management planning, project management, and intergovernmental activities, and community issues.

THE IDEAL CANDIDATE

The City is seeking a dedicated professional who establishes positive working relationships with staff, department heads, elected officials, and the community to serve as the next Assistant City Manager. The ideal candidate will bring strong leadership and analytical skills with the ability to think strategically. The Assistant City Manager should also be politically astute, customer service-oriented, and collaborative. The successful candidate will be a dynamic individual who appreciates the economic and cultural diversity of the Carpinteria community and who values diversity, equity, and inclusion.

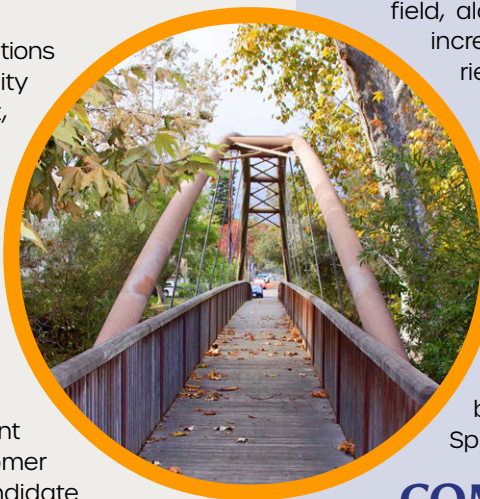
An engaged and efficient leader who is approachable and responsive will do well. The ideal candidate should offer a proven track record of positive working relationships and consistent communication throughout all organizational levels. The incoming Assistant City Manager should also exhibit a



collaborative and consensus-building approach to addressing the goals of the City in consultation with the City Manager, City Council, and other members of the City's Executive Team. The successful candidate will have the ability to coordinate and oversee a variety of programs and projects; make prompt and accurate decisions; and communicate effectively both orally and in writing. Knowledge of principles and practices of municipal administration, organizations, and functions; current social, political, and economic trends and operating issues related to municipal government; budgeting and finance; public financing; local and state legislative processes; and methods of assessing municipal operations is essential.

Candidates should offer the ability to exercise the judgement, decisiveness, and creativity required in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as well as the ability to analyze problems, identify alternative solutions, project consequences of actions, and implement recommendations in support of goals. Qualified candidates typically possess education, training, and experience equivalent to a Bachelor's degree in public or business administration or related field, along with five (5) years of increasingly responsible experience in the management of public sector operations.

Previous public sector experience in the office of a City or County Manager is desired. A Master's degree in public/business administration, juris doctor, social services, urban studies, or related field is highly desirable. A bilingual candidate (English/Spanish) is also desired.



COMPENSATION

The annual salary range for the incoming Assistant City Manager is \$129,000 to \$177,500; placement within this range is dependent upon experience and qualifications. The City also offers an excellent benefits package, including but not limited to:

Retirement – The City participates in the California Public Employees Retirement System (CalPERS) providing retirement benefits to eligible miscellaneous Classic employees (employees hired before 1/1/13) with a 2% @ 55 formula and PEPPRA Employees (employees hired after 12/31/12) with at 2% @ 62 formula. Employee cost share for Classic Employees is 8% and 8.00% for PEPPRA employees.

Health Insurance – The City provides the majority of the health insurance annual premium under the CalPERS program for eligible employees and their eligible dependents.

Dental Insurance – The City provides a dental plan with 100% of the premium paid by the City for employees and their dependents.

Voluntary Vision Insurance – Employees have the option to elect coverage for themselves and their dependents at their own expense.

Flexible Benefit Program Wellness Allowance – An allowance of \$1,335.008 per calendar year is provided by the City. This annual benefit will increase by 2% every calendar. The funds for unreimbursed medical expenses, dependent care or employees can purchase a variety of optional and supplemental benefits that complement our medical, dental, vision, and other supplemental health plans.

Leave Accrual – Annual leave is accrued based on years of service. In place of separate leave accrual for vacation, sick leave, floating holidays, and administrative leave, each employee is granted an all-inclusive comprehensive leave bank that includes all leave benefits. Employees have the option to cash out up to 80 hours of unused leave at the beginning of the fiscal year, provided the employee retains an accrued leave balance of forty (40) in their leave bank.

City Paid Holidays – The City observes twelve (12) paid legal holidays each year. They are as follows: New Year's Day, the day before/or after New Year's Day, Martin Luther King Day, President's Day, Juneteenth, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, Christmas, and the day before/or after Christmas Day and day before or after January 1st.

Flexible Schedule Hours – City employees have the option of flexible scheduling which allows them to work a 9/80 schedule with a designated Monday or Friday off in each two-week work period subject to operations needs of the department as determined by the City Manager

Short- and Long-term Disability Insurance – In addition to the mandatory State Disability Insurance (SDI), the City provides Group Short and Long-term disability insurance plan for eligible full-time employees through Reliance Standard Insurance.

Other Benefits – Workers' Compensation, Life Insurance, Fitness Program

* The City does not participate in Social Security, but does participate in Medicare contributions.

TO APPLY

If you are interested in this outstanding opportunity, please apply online at:

www.bobmurrayassoc.com

Filing Deadline:
February 2, 2024

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray and Associates. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval. Finalist interviews will be held with the City of Carpinteria. Candidates will be advised of the status of the recruitment following selection of the Assistant City Manager.

If you have any questions, please do not hesitate to call Ms. Yasmin Beers at:

(916) 784-9080





CITY OF
VENTURA

CITY MANAGER



**BOB MURRAY
& ASSOCIATES**
EXPERTS IN EXECUTIVE SEARCH

PHOTO CREDIT: TAMMY SIMS

THE COMMUNITY

The beautiful, coastal community of Ventura is considered one of the most desirable places to live, offering miles of beaches and oceanfront recreation. Incorporated in 1866, the City has a rich history and is home to Mission Basilica San Buenaventura, the ninth of the California missions. Encompassing diverse art, architecture and cultural heritage, Ventura is known for its friendly people and phenomenal climate. Surfers' Point and historic Downtown (with shopping, music, and nightlife) are just a few of Ventura's gems. For seaside fun, the Ventura Harbor, on the southern end of the city, offers more shops, restaurants, and family friendly fun, including pedal boats for rent.

Outdoor activities abound with biking, hiking, kayaking, sailing, surfing, and more. More than a surf town, the City has an expansive, 800 acres of open, green space, a state-of-the-art aquatic center, and an impressive 32 parks. The Ventura Botanical Gardens is a 107-acre world-class site with spectacular views of the California coastline. Ventura has a charming, small-town feel, along with a mix of more than 12,000 businesses and a City government committed to economic vitality. It's not a surprise that companies like Patagonia, The Trade Desk, and XponentialWorks, are headquartered in the City.

To learn more about Ventura, visit: www.visitventura.com.

THE CITY

The City of Ventura is a business-friendly community with a refreshing mix of sophisticated urban destinations and small-town escapes. Ventura is a Charter City operating with a Council/City Manager form of government. There are seven Councilmembers, each elected by Districts. The Mayor serves a term of two years and has the responsibility to act as the City Council's ceremonial representative at public events and functions. Councilmembers serve staggered four-year terms. The City Council appoints the City Manager and the City Attorney. The City also has legislative bodies consisting of boards, commissions, and committees that call upon its residents to participate meaningfully in decisions that affect them. Residents may apply to serve on a volunteer board, commission, or committee that assists and advises the City Council on various programs and projects.

The City of Ventura is a full-service municipality with fire, police, and utilities, serving 109,000 residents. Nearly 700 full time employees, in 11 departments, focus on delivering key services to businesses, residents and visitors to ensure the City remains a fiscally stable, safe, and vibrant community. The City is currently updating its General Plan to establish long-term growth and maintain the wonderful and unique character of Ventura. The General Plan articulates a shared vision for the future and a set of goals, policies, and concrete actions that

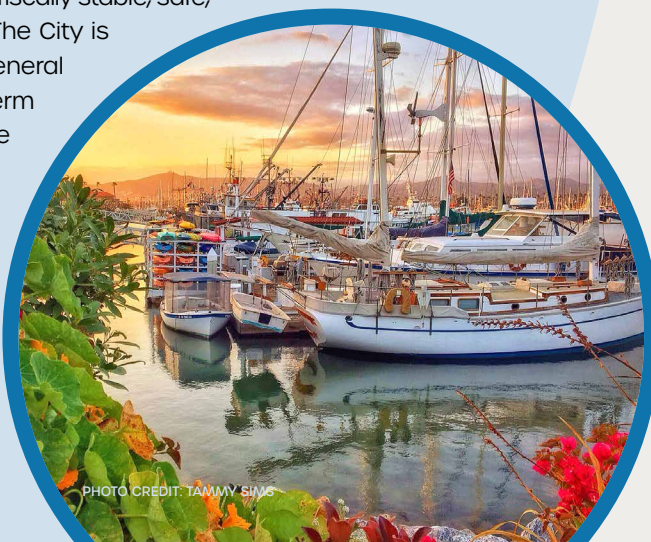


PHOTO CREDIT: TAMMY SIMS

can be pursued. Ventura has a general fund operating budget of \$398.3 Million for FY 22/23.

THE POSITION

The City Manager is the Chief Executive Officer of City government and provides overall organizational leadership and efficient administration of city affairs. Responsibilities include comprehensive management and leadership for the organization, policy development and interpretation, administration of programs, processes, and functions, and oversight of about 700 staff. The City Manager will advise the City Council on policy matters and carry out the policy directives of the City Council. The City Manager will also ensure effective delivery of programs, services, and projects guided by the City's General Plan. The City Manager will prepare the annual budget and advise City Council on the City's financial status and issues, recommending long and short-range plans for the City. The City Manager will also build a culture of mutual trust and respect with City Council, City staff, and with the community.

Other duties include, but are not limited to:

- Preparing and submitting to the City Council reports of finance and administrative activities, keeping the City Council advised of financial conditions, program progress, and present/future needs of the City.
- Implementing recommendations of the development review process; defining and developing a plan for improvements to the wellness district; working with businesses and enhancing the business incubator program for the City's economic development.
- Working in partnership with the County to develop a homelessness plan to include conducting an analysis with community, department, agency, and stakeholder engagement.
- Developing incentives that would encourage environmental sustainability

through the use of green technology; reviewing priorities contained in the Climate Action and Resiliency Plan (CARP) and developing a list of targeted green technologies with incentives for Council consideration.

- Overseeing the enforcement of all City ordinances.
- Maintaining good relationships with residents, businesses, and other individuals, groups, and outside agencies having an interest or potential interest in affairs of City concern.
- Managing multi-year goals, such as the Citywide Classification and Compensation Study, Historic Preservation Process, and Fire Department Strategic Plan.
- Implement incentives for economic development to help bring new businesses into the City.

THE IDEAL CANDIDATE

The City is seeking an experienced, team oriented, and innovative leader. The successful candidate will serve effectively as the administrative agent of the City Council, and will have knowledge of federal and state laws, and rules and regulations. The City Manager will be a collaborative and transparent leader advocating for the City's interests, working to increase the City's influence as a leader in the region. The City of Ventura is looking for a leader who prioritizes community engagement, actively listens, communicates effectively, and thinks strategically. Candidates who will nurture an environment of trust, both in the organization and the community, will do well in this role.

The ability to promote a culture of exceptional customer service internally and externally is of principal importance to the City Council. The incoming City Manager will have a customer service mindset and will listen to the needs and concerns of the community. The ideal candidate will be approachable and ready to roll up their sleeves to meet the challenges, changes, and opportunities that Ventura holds. The new City Manager will instill trust and inspire confidence with City Council, department directors, staff and within the community. The new City Manager will keep City Council well informed, provide well supported recommendations, and will be respectful and responsive in implementing Council policies. The City Manager must have knowledge of principles and practices of public administration, budgeting, personnel administration, organization, and management.

Qualified candidates possess a Bachelor's degree in public administration or related field, with a robust financial background. A Master's degree in public or business administration is



preferred. Experience as a City Manager, Assistant City Manager, or Department Director (in a community of comparable size and complexity), with many years of increasingly responsible management experience in a local public or private agency is essential.

COMPENSATION

The annual salary for the City Manager is \$236,417 - \$316,800; placement within this range is dependent upon qualifications and experience. The City also offers an attractive benefits package including:

Retirement – CalPERS*

Tier I – 2% @ 55; single highest year of compensation (Classic CalPERS members first employed by the City of Ventura and established CalPERS membership prior to 7/23/11).

Tier II – 2% @ 60; three-year final compensation period (Classic members with less than a six month break in service from another CalPERS agency).

Tier III – 2% @ 62; three-year final compensation period (new CalPERS members).

* The City does not participate in Social Security.

Medicare – Employees participate only in the Medicare portion of Social Security. There is a 1.45% payroll deduction for this benefit.

Retirement Health Savings Plan (RHS) – Executive Managers contribute 1% of salary for 1-14 years of service with the City.

Medical/Dental Insurance – City contribution of up to \$865 per month towards a selection of plans.

Optional Benefits Plan – City contribution of \$549 monthly, to be applied to medical and dental insurance premiums. If enrolled in a City medical insurance plan, unused Optional Benefit dollars are cashed out semi-monthly.

Vision Insurance – City paid coverage for employees and their eligible dependents.

Life Insurance – City paid basic term life insurance, including AD&D, equal to the employee's annual salary (up to \$300,000) and dependent life insurance of \$5,000 per eligible dependent.

Disability Insurance – City paid Short- and Long-Term Disability insurance coverage.

Flexible Spending Accounts – Medical and Dependent Care Flexible Spending Accounts are available for annual participation.

Deferred Compensation – City contributes \$3,536 per year to a 457 plan, and will match \$1,000 per year by the employee, for a total benefit of \$4,536 per year. Contribution to a 401(a) plan may be available.

Vacation – Up to 6.67 Hours Semi-Monthly, or 160 Hours (4 Weeks)/Year. Maximum bank accrual is 400 Hours. At the end of seven (7) years and again at the end of twelve (12) years of City service in an Executive Management position, employees are granted an additional two weeks (80 hours) of vacation accrual for that year.

Annual Vacation Leave Cash Out – After utilizing 40 hours of vacation during the fiscal year, Executive Management is eligible to cash out up to 120 hours of accrued vacation in July of each year.

Sick Leave – 96-hour-bank granted upon employment and additional accruals of 2 hours semi-monthly beginning after 6 months of employment.

Holidays – 10 paid holidays (9 hours/holiday) and 2 optional floating holidays (9 hours/holiday) per year.

Winter Holiday Break – 18 hours of Winter Holiday hours per year, which may be used during City Hall closure between Christmas and New Year's Day (December 25th to January 1st).

Administrative Leave – Up to 80 hours per fiscal year.

Auto allowance – \$380 per month.

Flexible Workweek – A 9/80 workweek is available. City Hall is closed on alternating Fridays.

Other Benefits – Wellness Program, Tuition Reimbursement, Student Loan Forgiveness.

TO APPLY

If you are interested in this outstanding opportunity, please apply online at:

www.bobmurrayassoc.com

Filing Deadline:

May 5, 2023

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray & Associates. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval. Finalist interviews will be held with the City of Ventura. Candidates will be advised of the status of the recruitment following selection of the City Manager.

If you have any questions, please do not hesitate to call Ms. Yasmin Beers at:

(916) 784-9080

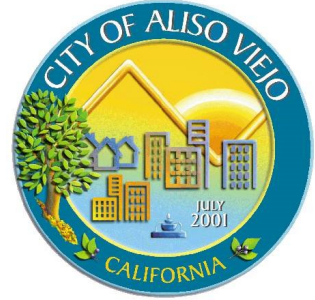


PHOTO CREDIT: J. SCHAF



City of Aliso Viejo

AGENDA ITEM



DATE: May 1, 2024

TO: Mayor and City Council

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

SUBJECT: SUPPLEMENTAL COST ANALYSIS TO FEBRUARY 21, 2024
INFORMATIONAL REPORT REGARDING MAYORAL ROTATION
POLICIES

Recommended Actions:

1. Receive and consider this supplemental information regarding costs of a potential ballot measure on procedures for the selection and rotation of the mayor and mayor pro tem.
2. Provide direction to staff regarding a potential ballot measure, ordinance or policy as outlined in the February 21, 2024 report.

Fiscal Impact:

A ballot measure on this issue would cost between \$28,424 and \$631,265.

Background:

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 and presented those to the Council in Attachment 1 at its meeting on February 21, 2024. After discussing this item briefly in open session, the Council directed the City Clerk to solicit estimates from the Orange County Registrar of Voters of the cost(s) to put such a measure before the voters. The City recently received the cost estimates from the County.

Discussion:

2024 November Consolidated General Election (Council Districts 1,3,5) Estimates

- *Election without Ballot Measure (i.e., election costs currently anticipated):*
\$40,363 - \$47,586

- *Election with 1 Ballot Measure:*
\$76,010 - \$88,093

Stand-Alone Election Estimates

- *Stand-Alone Election with 1 Ballot Measure:*
\$549,880 - \$631,265
- *Stand-Alone Mail Ballot Election with 1 Ballot Measure:*
\$313,811 - \$410,817

City Attorney:

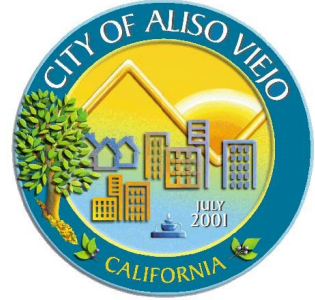
This report was drafted and submitted by the City Attorney and City Clerk.

Attachments:

1. February 21, 2024 Agenda Report
2. Sample policies from other cities (in alphabetical order)

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:

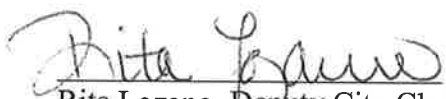
ABSENT: DeFrancesco

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:

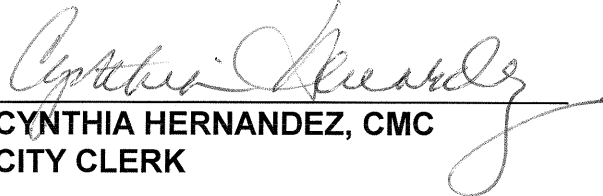
AYES: Holmes, Torres, Ramos Watson, Wilson, Miller

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

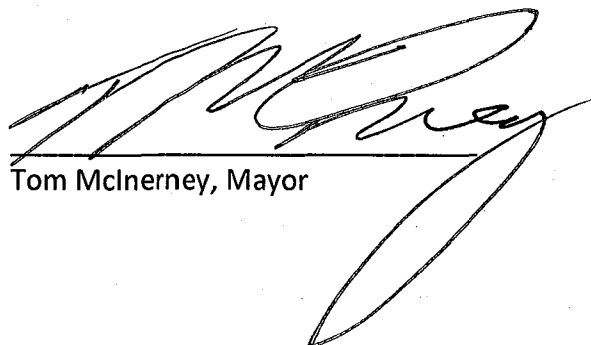
WHEREAS, the Town Council has determined that it is in the best interest of the Town of San Anselmo to establish policies regarding the appointment of Mayor and Vice Mayor; and

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.

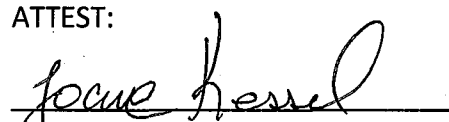
I hereby certify that the foregoing Resolution No. 4073 was duly passed and adopted at a regular meeting of the San Anselmo Town Council on the 10th day of June, 2014, by the following vote, to wit:

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.

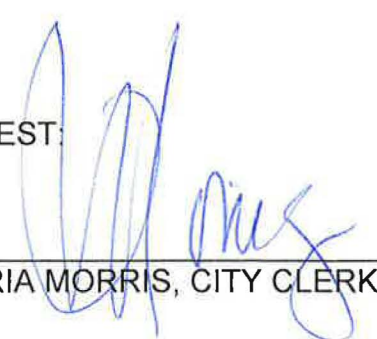
Section 2. If a Mayor or Mayor pro tempore resigns or dies during the term of office, the City Council shall select a new Mayor and/or Mayor pro tempore at the next regular meeting following such death or resignation.

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


Maris 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

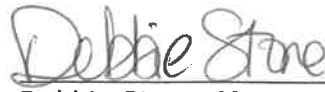
(E) In December of each succeeding year, the Council shall follow the rotation plan established by this Resolution.

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