AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, MAY 15, 2024
6:00 PM STUDY SESSION
7:00 PM REGULAR MEETING

CITY HALL
COUNCIL CHAMBERS
12 JOURNEY
ALISO VIEJO, CA

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

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

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

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

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

MITZI ORTIZ	SCOTT C. SMITH	LAUREN TORRES
ACTING CITY MANAGER	CITY ATTORNEY	DEPUTY CITY CLERK

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

STUDY SESSION:

FISCAL YEAR 2024-25 DRAFT ANNUAL BUDGET AND FINANCIAL FORECAST
FY 2024-25 Budget Presentation

CALL TO ORDER: Convene Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

1. SPECIAL PRESENTATIONS:

1.1 PROCLAMATION - DROWNING PREVENTION AWARENESS

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 May 1, 2024 Special Meeting and the May 1, 2024 Regular Meeting.

Draft Minutes - May 1, 2024 Special Meeting

Draft Minutes - May 1, 2024 Regular Meeting

4.3 ACCOUNTS PAYABLE

Recommended Action:

1. Ratify accounts payable checks and electronic funds transfers issued on April 10, 2024, in the amount of $5,380.87; and
2. Ratify accounts payable checks and electronic funds transfers issued between April 12, 2024, and April 25, 2024, in the amount of $375,536.93.

Staff Report

Attachment 1 - Accounts Payable Report

4.4 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 two-year term, increases the total compensation under the agreement by $50,000.00, and amends the contractor compensation rates; and
2. Authorize the City Manager to execute the first amendment to the agreement.

Staff Report

Attachment 1 - Agreement Amendment

4.5 FIRST AMENDMENT TO THE AGREEMENT WITH NIEVES LANDSCAPE, INC. FOR LANDSCAPE MAINTENANCE SERVICES

Recommended Action:

1. Approve a first amendment to the agreement with Nieves Landscape, Inc. to perform landscape maintenance services that renews the agreement for an additional one-year term and increases the total compensation under the agreement by $200,000 for a total agreement amount of $890,000; and
2. Authorize the City Manager to execute the first amendment to the agreement.

Staff Report

Attachment 1 - Agreement Amendment

4.6 THIRD AMENDMENT TO THE AGREEMENT WITH BEAR ELECTRICAL SOLUTIONS FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

Recommended Action:

1. Approve a third amendment to the agreement with Bear Electrical Solutions (BES) to perform traffic signal maintenance services that extends the term five years and increases the total compensation under the agreement by $1,000,000 for a total agreement amount of $2,309,000; and
2. Authorize the City Manager to execute the third amendment to the agreement.

Staff Report

Attachment 1 - Agreement Amendment

4.7 AGREEMENT WITH AQUATIC SERVICES, INC. FOR AQUATIC CENTER EQUIPMENT MAINTENANCE SERVICES

Recommended Action:

1. Award an Agreement to Aquatic Services, Inc. for Aquatic Center Equipment Maintenance Services for an initial term of three years totaling $150,000; and
2. Authorize the City Manager to execute the Agreement for Aquatic Center Equipment Maintenance Services with Aquatic Services, Inc.

Staff Report
Attachment 1 - Agreement

4.8 PROFESSIONAL SERVICES AGREEMENT WITH WESTERN AUDIO VISUAL FOR AUDIO/VISUAL HARDWARE COVERAGE AND SUPPORT SERVICES

Recommended Action: Approve and authorize the City Manager to execute a professional services agreement with Western Audio Visual in the amount of $59,000 for a three- year hardware warranty and ongoing system support for audio/visual equipment at the Council Chambers, Aliso Viejo Center, and Aliso Viejo Ranch.

Staff Report
Attachment 1 - Agreement
Attachment 2 - Scope of Services

5. PUBLIC HEARINGS:

5.1 ZONE CHANGE FOR 1 POLARIS WAY

Recommended Action: Hold a public hearing and introduce for first reading an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AMENDING THE ZONING MAP TO ADD "MIXED-USE/RESIDENTIAL OVERLAY" DISTRICT TO THE EXISTING "PROFESSIONAL OFFICE" DISTRICT AT 1 POLARIS WAY AND FINDING THE ACTION TO BE EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTIONS 15060 AND 15061.

Staff Report
Attachment 1 - Ordinance
Attachment 2 - Presentation

5.2 CONDITIONAL USE PERMIT FOR A NEW BOWLING ALLEY WITH LIVE ENTERTAINMENT, A VIDEO GAME ARCADE, AND A RESTAURANT WITH ALCOHOL SERVICE AT 26503 ALISO CREEK ROAD (USE-2023-00028)

Recommended Action:

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and
2. Adopt a Resolution approving Conditional Use Permit for a new bowling alley with live entertainment, a video game arcade, and a restaurant with alcohol service at 26503 Aliso Creek Road (USE-2023-00028).

Staff Report
Attachment 1 - Resolution
Attachment 2 - Applicant's Project Description Letter
Attachment 3 - Project Plans
Attachment 4 - Police Services Report
Attachment 5 - Noise Analysis Report
Attachment 6 - Presentation

5.3 CONDITIONAL USE PERMIT AND A SITE DEVELOPMENT PERMIT REQUEST FOR AN INDOOR RECREATIONAL CLIMBING AND FITNESS FACILITY (SENDER ONE) AND TO RAISE A PORTION OF THE ROOF TO 50' IN HEIGHT AT 26505 ALISO CREEK ROAD (USE-2023-00030/SDP-2023-00010)

Recommended Action:

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities);and
2. Adopt a Resolution approving a Conditional Use Permit for an indoor recreational climbing and fitness facility and a Site Development Permit to raise a portion of the roof to 50' in height at 26505 Aliso Creek Road (USE-2023-00030/SDP-2023-00010).

Staff Report
Attachment 1 - Resolution
Attachment 2 - Applicant Letter
Attachment 3 - Project Plans
Attachment 4 - Presentation

6. DISCUSSION:

6.1 ON-STREET PARKING – COLUMBIA AND JOURNEY

Recommended Action:

1. Approve an applicant request to modify the lane configuration on Columbia to allow for on-street parking;
2. Approve a Staff request to modify the lane configuration on Journey to allow for on-street parking;
3. Authorize Staff to finalize parking/lane configuration and complete the work on Columbia; and
4. Authorize Staff to finalize parking/lane configuration and complete the work on Journey.

Staff Report
Attachment 1 - Applicant Request

6.2 FISCAL YEAR 2023-24 FINANCIAL UPDATE

Recommended Action:

1. Receive and file the fiscal year (FY) 2023-24 financial update;
2. Authorize an increase in revenue estimates by $3,645,297 and increase budget appropriations by $2,169,000 to the adopted FY 2023-24 General Fund Budget; and
3. Authorize the additional appropriation of $35,000 in Gas Tax, $48,992 in State Grants, and $139,546 in Integrated Waste Management funds to the FY 2023-24 Budget.

Staff Report
Attachment 1 - Presentation

6.3 REQUEST TO AUTHORIZE USE OF CITY LETTERHEAD BY MAYOR MUNZING

Recommended Action: Consider authorizing the use of City letterhead for a letter of opposition to Harm Reduction Institute's syringe services program application for a program in the City of Santa Ana.

Staff Report
Attachment 1 - Request from Santa Ana Mayor

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is June 5, 2024.

ALISO VIEJO

Fiscal Year 2024-25 Draft Annual Budget & Financial Forecast

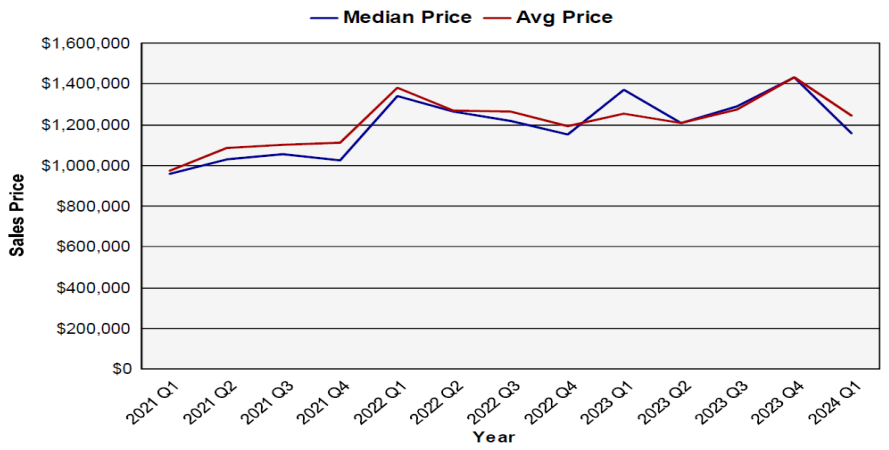
May 15, 2024

City Council Study Session

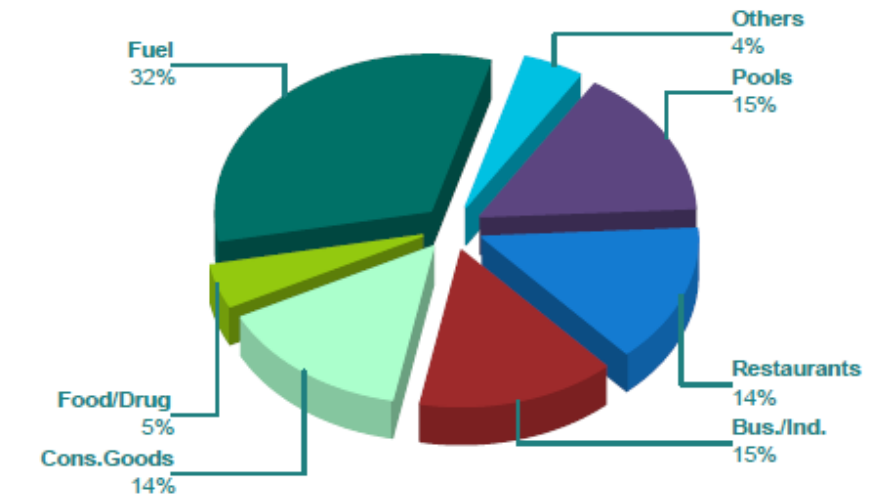
FY 2024-25 General Fund Estimated Revenues

- **Property Tax - $10.2M**
  - Higher interest rates
  - Decrease in sales activity
  - Lower median home prices
  - Valuation appeals
- **Sales Tax - $9.4M**
  - Hunt&Sons - $2.5M
  - TESLA - $0.5M
  - Growth - 1%

AV Detached Single Family Residential



Revenue By Business Group – Q3 '2023



TOP 25 PRODUCERS

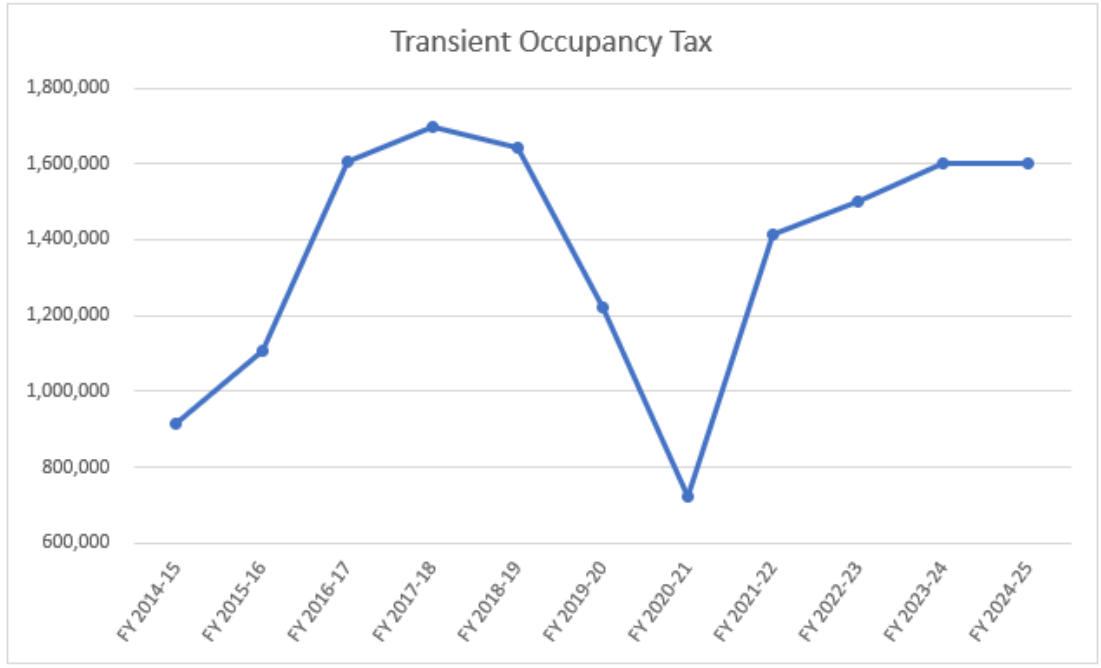
76
Barnes & Noble
Chevron
Chick Fil A
Circle K/Mobil
CVS Pharmacy
eFuel
Geary Pacific Supply
Metagenics
Microvention
Orthalign
Pepsico Beverage Sales
Petsmart
Raising Cane's
Ralphs
Rxsight
Shell
Stadium Brewing Company
Stater Bros
Target
Telsa Motors - Collision Center
TJ Maxx
Trader Joe's
Tucker Tire
Urban Plates

HdL Companies
Published by HdL Companies in Winter 2024

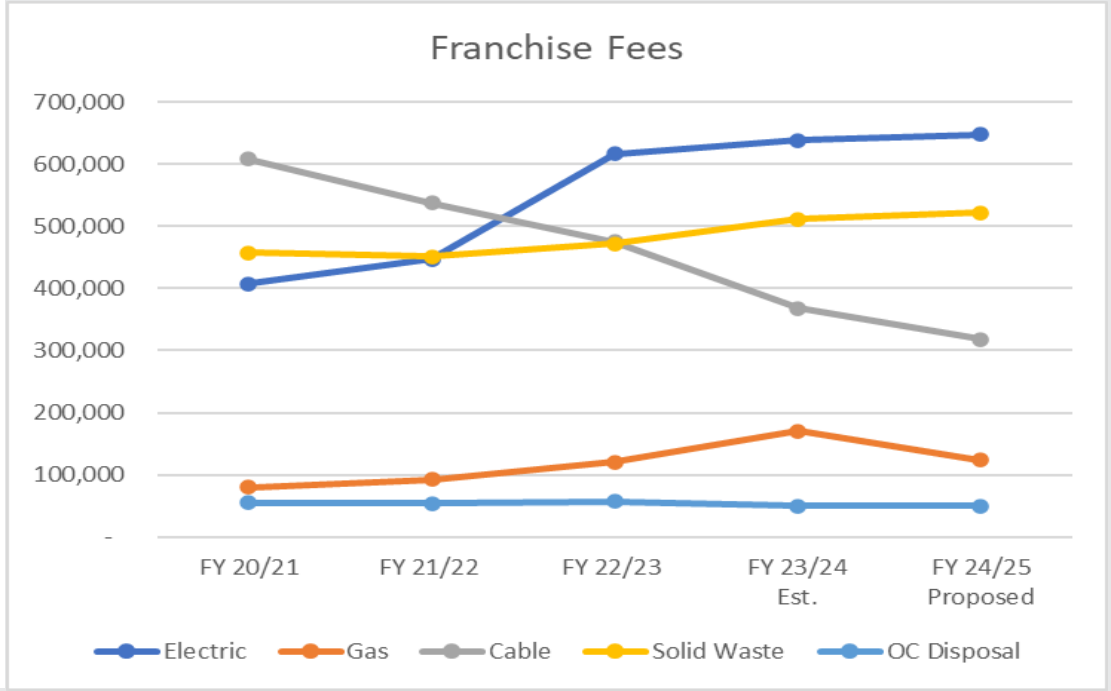
Source: HDL

FY 2024-25 General Fund Estimated Revenues

Transient Occupancy Tax - $1.6M



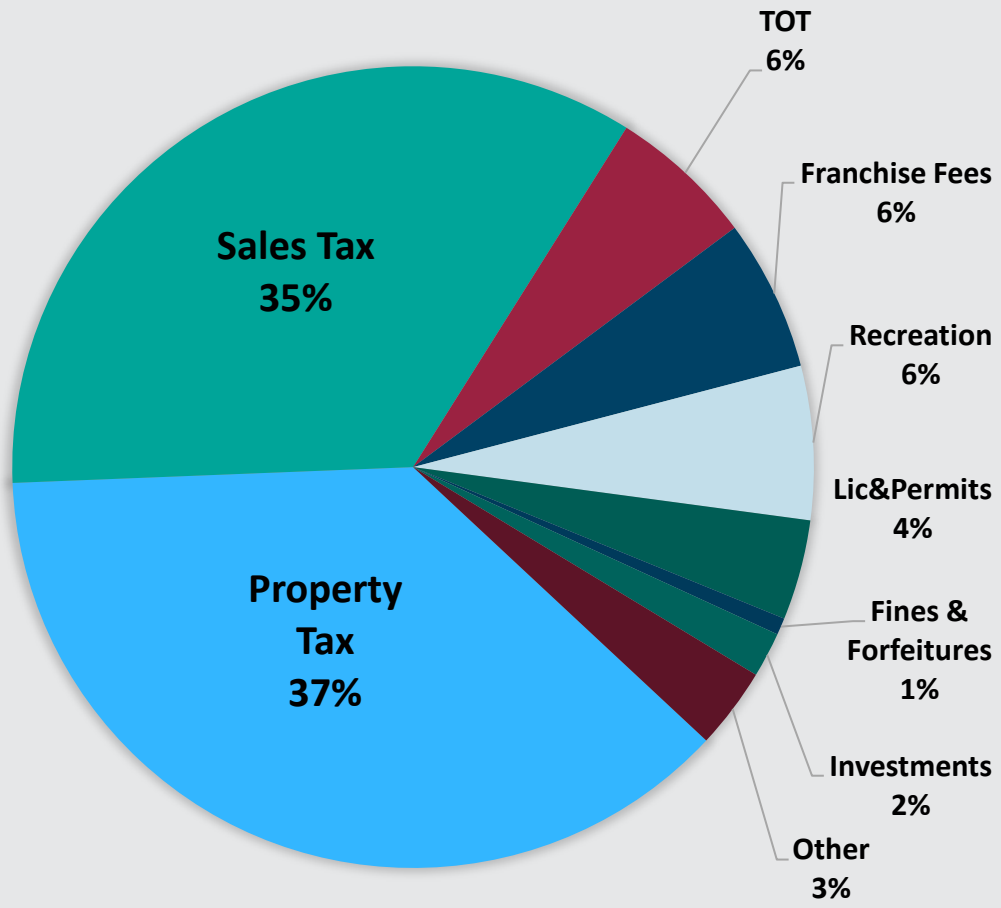
Franchise Fees - $1.7M



FY 2024-25 General Fund Estimated Revenues

General Fund Source	FY 2022-2023 Actuals	FY 2023-2024 Revised Budget	FY 2024-25 Draft Budget
Property Tax	$ 9,459,526	$ 9,731,500	$ 10,179,100
Sales Tax[1]	6,244,171	8,450,641	9,400,000
TOT	1,570,525	1,600,000	1,600,000
Franchise Fees	1,741,999	1,740,000	1,661,670
Recreation	1,656,346	1,550,000	1,685,500
Building & Planning	1,382,776	1,100,000	1,100,000
Fines & Forfeitures	227,896	300,000	185,000
Investment Earnings	321,058	650,000	495,000
Other	4,462,739	1,250,000	890,708
Total Resources	**$ 27,067,036**	**$ 26,372,141**	**$ 27,196,978**

[1] Sales tax includes an estimated $500,000 from Tesla in FY 24-25 draft budget.



FY 2024-25 General Fund Appropriations

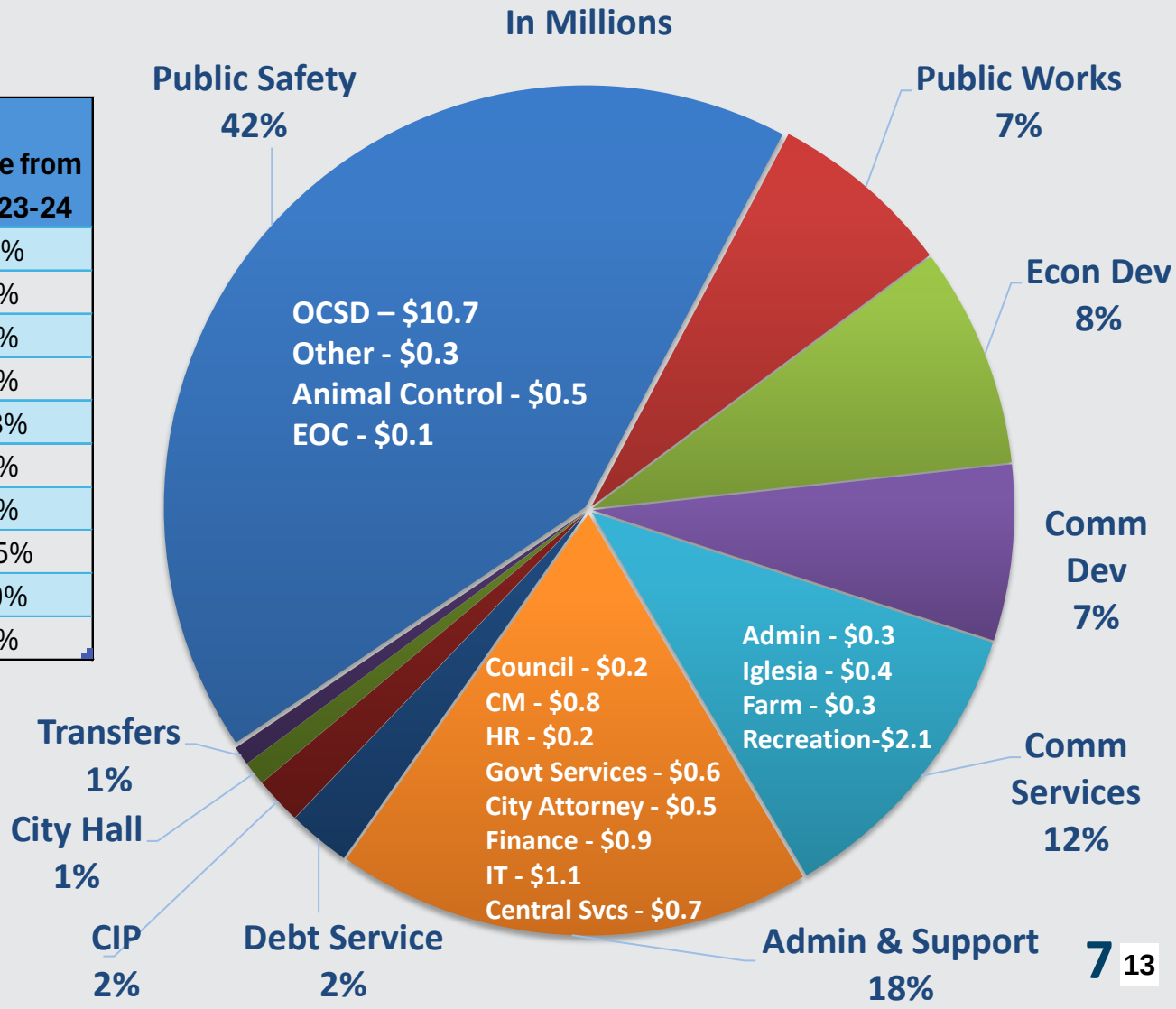
- **Salaries and Benefits**
  - Cost of Living Adjustment of 2.8% - $110K
  - CalPERS Unfunded Pension Liability - $123K
  - Annual Performance - $125K
  - Health Benefits - $37K
- **Sales Tax Subsidies**
  - Hunt & Sons - $1.6 Million (Net - $910K)
  - EFuel - $715K (Net - $535K)
- **Safety Element Update - $50K**
- **Additional Code Enforcement Activities - $53K**
- **Elections - $50K**

FY 2024-25 General Fund Appropriations

- **Public Safety**
  - Law Enforcement
    - Total Contract Cost $10.8M
    - Includes both motor officer positions
    - Includes MOU increases of 5% effective 6/28/2024
  - Animal Control - $531K
    - 12.1% increase
  - Crossing Guards - $278K
    - 8.3%

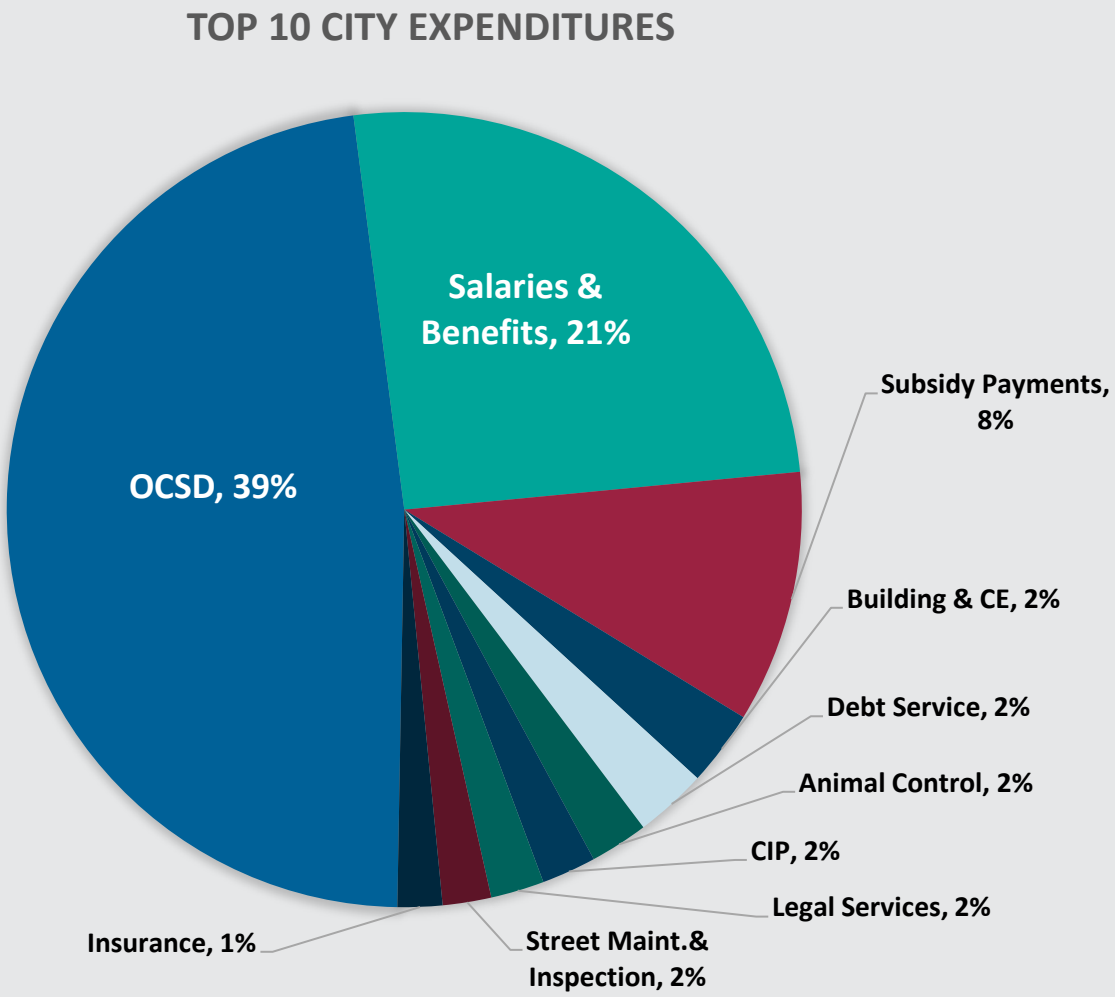
FY 2024-25 General Fund Appropriations

General Fund Appropriations	FY 2022-23 Actuals	FY 2023-2024 Revised Budget	FY 2024-25 Draft Budget	Change from FY 2023-24
Admin & Support	$ 4,697,320	$ 5,094,506	$ 5,035,450	-1%
Community Services	2,802,609	3,029,492	3,174,787	5%
Comm & Econ Dev	2,495,596	4,083,455	4,190,626	3%
Public Works	1,664,540	1,874,530	1,954,100	4%
Public Safety	10,038,157	10,326,047	11,649,800	13%
City Hall	201,312	233,518	249,290	7%
Debt Service	658,747	658,250	658,050	0%
Capital Improvement	445,321	584,963	498,000	-15%
Transfers	217,503	183,840	201,402	10%
Total General Fund	**$ 23,221,105**	**$ 26,068,601**	**$ 27,611,505**	6%



FY 2024-25 General Fund Appropriations

	Appropriation	FY 2024-25 Draft Budget	% of Total
1	OCSD	$ 10,711,083	39%
2	Salaries & Benefits	5,734,144	21%
3	Subsidy Payments	2,305,000	8%
5	Building & CE	687,800	2%
4	Debt Service	658,050	2%
6	Animal Control	530,621	2%
7	CIP	498,000	2%
8	Legal Services	488,750	2%
9	Street Maint.& Inspection	443,700	2%
10	Insurance	408,255	1%
	Top 10 City Expenditures	**$ 22,465,403**	**81%**
	Total Budget	**$ 27,611,505**	**100%**



FY 2024-25 – Recreation / AV Ranch

Revenue	FY 2022-23 Actuals	FY 2023-24 Revised Budget	FY 2024-25 Draft Budget
Facility Revenue	$ 476,386	$ 450,800	$ 500,000
Other Income	66,134	66,200	117,500
Contract Classes	665,316	555,000	610,000
City Camps	98,776	108,000	108,000
Farm	349,729	350,000	350,000
Total Revenue	**$ 1,656,341**	**$ 1,530,000**	**$ 1,685,500**

Other Community Services Expenditures:

- Special Events - $137K
- Iglesia - $424K
- Community Grants - $33K
- Senior Mobility Program - $7K

Expenditure	FY 2022-23 Actuals	FY 2023-24 Revised Budget	FY 2024-25 Draft Budget
Salaries & Benefits (75%)	$ 669,517	$ 817,295	$ 831,094
Technology Services	66,324	122,320	120,950
Instructor Payments	409,544	333,000	391,000
Building & Grounds Maint.	255,297	292,800	310,601
Advertising & Promotion	173,575	100,000	115,155
City Camp	45,081	59,000	64,000
Supplies	33,309	37,700	48,500
Taxes/Fees/Permits	35,328	31,000	57,200
Summer Scholarship	5,653	6,000	6,000
Training/Memberships	5,233	24,320	16,390
Farm	345,667	335,000	325,000
Subtotal	**2,044,527**	**2,158,435**	**2,285,890**
Debt Service	655,750	658,250	658,250
Capital Improvement	204,814	-	-
Total	**$ 2,905,091**	**$ 2,816,685**	**$ 2,944,140**
Net Income for Ranch	**$ (1,248,750)**	**$ (1,286,685)**	**$ (1,258,640)**

FY 2024-25 Capital Improvement Program

- **City Hall HVAC Replacement - $226,000**
  - $113,000 – Energy Efficiency and Conservation Block Grant
  - $113,000 – General Fund (50% match)
- **Iglesia Park Court Resurfacing - $30,000**
- **Vista Park Surfacing - $60,000**
- **AV Aquatic Center - $275,000**
- **Wetlands - $20,000**

Total General Fund - $498,000

Grants - $113,000

FY 2024-25 Capital Improvement Program Streets

- **Street Rehab Design - $70,000**
- **Aliso Creek Rehabilitation - $870,000**
  - Enterprise to SR 73
- **Glenwood Drive Rehabilitation - $1,530,000**
  - SR73 to Aliso Creek Road
- **Curb Ramp ADA Improvements - $237,893**

Special Revenue Funds - $2,707,893

FY 2024-25 BUDGET SUMMARY

FY 2024-25 General Fund Budget

Resources[1]	$	27,196,978
Appropriations (Operating)		(27,113,505)
Estimated Year-End Surplus (Deficit)	$	83,473
Capital Improvement		498,000
Use of Reserves		(498,000)
Estimated Beginning General Fund Balance	$	34,729,639
Estimated Year-End General Fund Balance	$	34,315,112
Estimated Change in Fund Balance		**(414,527)**

[1] Resources include an estimated $500,000 for Tesla.

Fund Balance & Budget Policies

- **Reserves**
  - 15% for Emergencies/Catastrophic Impacts
  - Contingencies - Unexpected Shortfalls or expenses
  - Self-Insurance
- **Asset Replacement**
  - 50% of Accumulated Depreciation
- **Unassigned Fund Balance**
  - 25-35%

	FY 2022-23 General Fund
Fund Balances	
Non-Spendable: Prepaid	$ 55,046
Restricted	
Assigned to:	
Contingencies	3,498,990
Self-Insurance/Benefit Obligations	600,000
Asset Replacement	13,173,633
Emergencies	11,266,779
Unassigned	$ 5,831,651
Total Fund Balance	**$ 34,426,099**

5-Year Revenue Forecast – General Fund

- **Revenue Assumptions**
  - Property Tax - 3%
  - Sales Tax - 2-3%
    - TESLA - $500K to $750K by 2028-29
  - TOT - 1.5%
  - Franchise Fees
    - 3% to Utilities
    - Continual decline in Cable
  - City Hall Lease Agreement Expirations
  - Recreation - Includes Fee Adjustments
  - Licenses & Permits – 1.5%

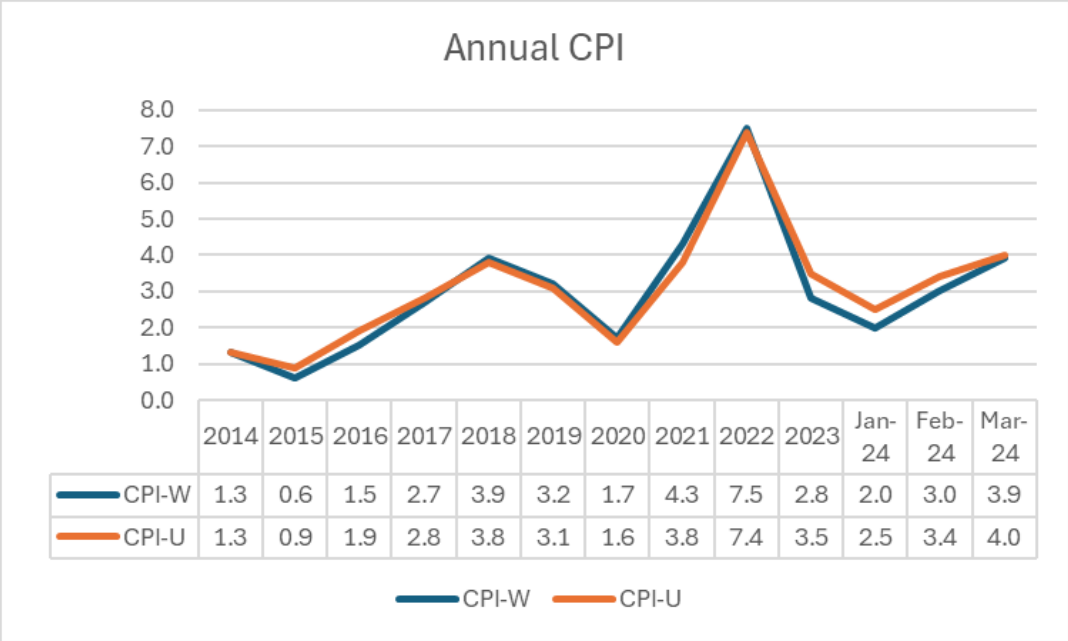
5-Year Revenue Forecast – General Fund

General Fund Source	FY 2024-25 Draft Budget	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast
Property Tax	$ 10,179,100	$ 10,413,413	$ 10,749,339	$ 11,191,905	$ 11,542,140
Sales Tax	9,400,000	9,705,962	9,968,230	10,244,202	10,552,988
TOT	1,600,000	1,624,000	1,648,360	1,673,085	1,698,182
Franchise Fees	1,661,670	1,642,633	1,632,498	1,630,095	1,634,437
Recreation	1,685,500	1,709,820	1,773,190	1,776,660	1,780,235
Lic&Permits	1,100,000	1,116,500	1,133,248	1,150,246	1,167,500
Fines & Forfeitures	185,000	185,000	185,000	185,000	185,000
Investments	495,000	250,000	250,000	250,000	250,000
Other	890,708	621,030	633,451	646,120	659,042
Total Resources	**$ 27,196,978**	**$ 27,268,358**	**$ 27,973,315**	**$ 28,747,314**	**$ 29,469,524**
Percentage Change	**3%**	**0%**	**3%**	**3%**	**3%**

[1] Sales Tax includes $500,000 - $750,000 by FY 2028-29.

5-Year Expenditure Forecast – General Fund

- CPI - Average 3-4%



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Jan-24	Feb-24	Mar-24
CPI-W	1.3	0.6	1.5	2.7	3.9	3.2	1.7	4.3	7.5	2.8	2.0	3.0	3.9
CPI-U	1.3	0.9	1.9	2.8	3.8	3.1	1.6	3.8	7.4	3.5	2.5	3.4	4.0

- Salaries/Benefits
  - COLAs & Merit Increases
  - Health Benefits – 10%
  - PERS UAL

FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
$ 126,925	$ 145,300	$ 161,900	$ 175,000	$ 210,000

- Street Maintenance MOE
  - Est. to increase to $612,000 in FY 2026-27
- OCSD
  - 4% for FY 2025-26
  - New labor Agreements - 5% annually
- Animal Services - 10%
- Building & Code Enforcement
  - Renewal in FY 2028 – 3% CPI

5-Year Forecast – General Fund

- **Expenditures**
  - Insurance Premiums - 10%
  - Utilities - 10%
  - Legal Services - CPI 3-4%
  - NPDES Permits - 15%
  - Election Costs, FY 26-27 & FY 28-29
  - Crossing Guards - 8%

Five-Year General Fund Forecast - CIP

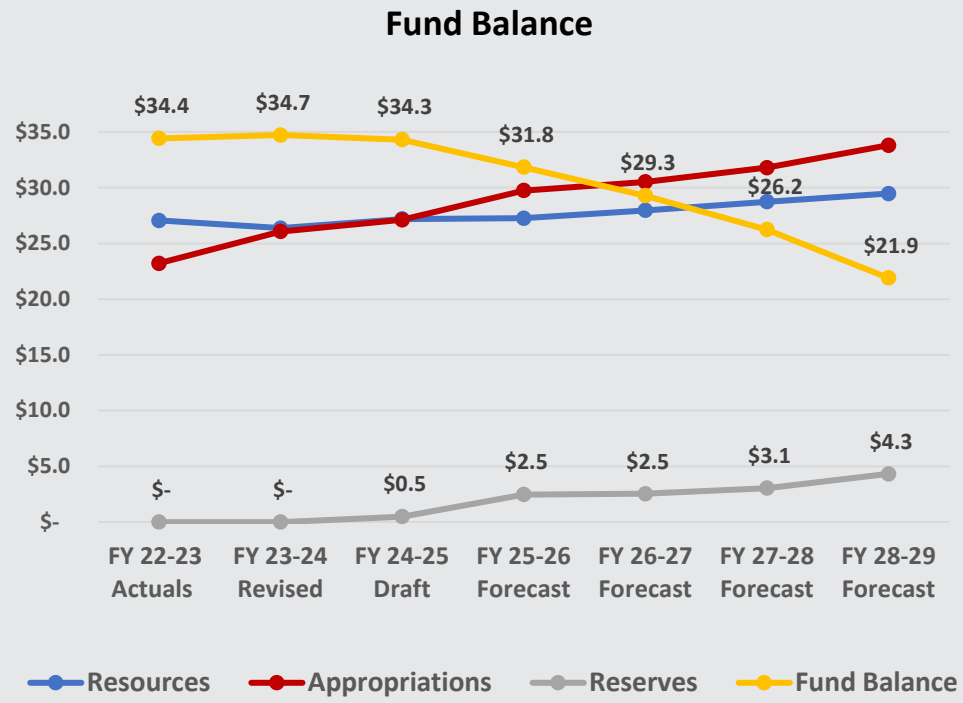
Facility	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Aliso Viejo Center	**$ -**	**$ 420,000**	**$ 40,000**	**$ 75,000**	**$ 115,000**
AV Aquatic Center					
IT	-	84,000	-	-	-
Public Works	275,000	80,000	195,000	182,500	30,000
V Aquatic Center Subtotal	**$ 275,000**	**$ 164,000**	**$ 195,000**	**$ 182,500**	**$ 30,000**
City Hall					
Finance	-	35,296	32,525	34,151	35,859
IT	-	334,200	124,500	28,000	120,000
Public Works	113,000	3,000	220,000	30,000	-
City Hall Subtotal	**$ 113,000**	**$ 372,496**	**$ 377,025**	**$ 92,151**	**$ 155,859**
Iglesia Park					
IT	-	28,000	-	-	-
Public Works	30,000	15,000	85,000	30,000	25,000
Iglesia Park Subtotal	**$ 30,000**	**$ 43,000**	**$ 85,000**	**$ 30,000**	**$ 25,000**
AV Ranch					
IT	-	173,000	-	-	-
Public Works	-	161,000	5,000	360,500	656,250
AV Ranch Subtotal	$ -	$ 334,000	$ 5,000	$ 360,500	$ 656,250
Stormwater	$ 20,000	$ 22,000	$ 24,200	$ 26,620	$ 29,282
Vista Park	$ 60,000	$ -	$ -	$ -	$ -
TOTAL CAPITAL NEEDS	**$ 498,000**	**$ 1,355,496**	**$ 726,225**	**$ 766,771**	**$ 1,011,391**

Five-Year General Fund Forecast

Department	FY 2024-25 Draft Budget	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast
Admin Support	$ 5,035,452	$ 5,297,933	$ 5,624,828	$ 5,745,330	$ 6,099,115
Comm Services	3,174,787	3,378,864	3,544,091	3,727,341	3,924,779
Comm Dev.	1,860,826	1,881,946	1,923,993	1,967,011	2,234,005
Economic Dev.	2,329,800	2,383,292	2,437,616	2,493,034	2,549,568
Public Works	1,954,100	2,117,531	2,250,686	2,356,571	2,470,035
Public Safety	11,649,801	12,171,768	12,807,543	13,478,028	14,185,257
City Hall	249,290	273,868	300,829	330,473	363,069
Debt Service	658,050	657,750	656,984	660,725	658,973
Transfers	201,402	223,556	248,147	275,444	305,742
Operating Budget	**$ 27,113,508**	**$ 28,386,509**	**$ 29,794,717**	**$ 31,033,956**	**$ 32,790,544**
Capital Improvement	498,000	1,355,496	726,225	766,771	1,011,391
Total Forecast	**$ 27,611,508**	**$ 29,742,005**	**$ 30,520,942**	**$ 31,800,727**	**$ 33,801,935**
Operating Percent Change		**5%**	**5%**	**4%**	**6%**

Five-Year General Fund Forecast

Summary	FY 2024-25 Draft Budget	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast
Total Resources	$ 27,196,978	$ 27,268,358	$ 27,973,315	$ 28,747,314	$ 29,469,524
Expenditures	(27,113,508)	(28,386,509)	(29,794,717)	(31,033,956)	(32,790,544)
Operating Surplus / (Deficit)	83,470	(1,118,151)	(1,821,402)	(2,286,642)	(3,321,020)
Capital Improvement	(498,000)	(1,355,496)	(726,225)	(766,771)	(1,011,391)
Total Surplus / (Deficit)	**$ (414,530)**	**$ (2,473,647)**	**$ (2,547,627)**	**$ (3,053,413)**	**$ (4,332,411)**



QUESTIONS?

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
May 1, 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:	HONGDAO NGUYEN, ASSISTANT CITY ATTORNEY

PUBLIC COMMENTS:

None.

CLOSED SESSION:

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

REPORT FROM CLOSED SESSION:

Assistant City Attorney HongDao Nguyen stated no reportable action was taken.

ADJOURNMENT: Mayor Munzing adjourned the meeting at 6:52 p.m. to the May 1, 2024 Regular Council Meeting.

Respectfully submitted:

_____
LAUREN TORRES
DEPUTY CITY CLERK

Approved by:

_____
MIKE MUNZING
MAYOR

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
May 1, 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
HONGDAO NGUYEN, ASSISTANT 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
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. ALAN VILLANUEVA, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Dan Berzansky led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

Assistant City Attorney HongDao Nguyen stated no reportable action was taken.

1. SPECIAL PRESENTATIONS:

1.1 BUSINESS OF THE MONTH - PREMIER AQUATICS

Mayor Munzing introduced the video and presented the certificate of recognition to Premier Aquatics Owner Dan Berzansky. Mr. Berzansky expressed his appreciation.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

None.

4. CONSENT CALENDAR:

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

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

4.1 WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

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.

4.4 TREASURER'S STATEMENT – MARCH 2024

Recommended Action: Receive and file the 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.

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

Public Works Director Shaun Pelletier responded to questions regarding notification of parked vehicles and service quality.

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.

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

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.

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

Public Works Director Shaun Pelletier responded to questions regarding the rate increase, service levels, and agreement term. Acting City Manager Mitzi Ortiz provided additional information.

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.

Motion: Councilmember Hurt moved and Councilmember Chun seconded to direct staff to renegotiate a two-year agreement extension with the vendor. Motion carried 5-0.

4.9 OVERVIEW AND IMPLEMENTATION OF SENATE BILL 553 REGARDING WORKPLACE SAFETY

Assistant City Attorney HongDao Nguyen provided an overview. Acting City Manager Mitzi Ortiz and Assistant City Attorney HongDao Nguyen responded to questions regarding agenda placement, Senate Bill number, implementation deadlines, and compliance status.

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.

No further action was taken.

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

Acting City Manager Mitzi Ortiz introduced Senior Planner Rose Rivera, who provided an overview. Staff and Consultant Mike Linares responded to questions regarding eligible projects and funding allocations. Mayor Munzing opened the public hearing. There were no speakers. Mayor Munzing closed the public hearing. Councilmembers commented on the matter.

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.

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

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

Acting City Manager Mitzi Ortiz introduced Community Development Director So Kim, who provided an overview. Staff responded to questions regarding funding allocations, non-profit selection process, prior year funding, application process, and Housing Element certification status. Mayor Munzing opened the public hearing. There were no speakers. Mayor Munzing closed the public hearing. Councilmembers commented on the matter.

Recommended Action: Adopt Resolution No. 2024-11 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.

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

6. DISCUSSION:

6.1 CITY MANAGER EXECUTIVE RECRUITMENT AGREEMENT

Assistant City Attorney HongDao Nguyen provided an overview. Staff responded to questions regarding recruitment timeline. Councilmembers commented on the matter.

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.

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

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

Acting City Manager Mitzi Ortiz introduced Assistant City Attorney HongDao Nguyen, who provided an overview. Staff responded to questions regarding a potential ballot measure and current Mayoral rotation procedures. Council discussion ensued.

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.

Motion: Councilmember Hurt moved and Mayor Pro Tem Ackley seconded to direct staff to draft a by-district mayoral rotation policy and ordinance. Motion carried 5-0.

7. CITY MANAGER' S REPORT:

Acting City Manager Mitzi Ortiz announced "Learn about the Opioid Crisis, Fentanyl and Naloxone" forum to be held from 6:00 p.m. to 7:30 p.m. on May 16, 2024, at Aliso Viejo Ranch, and a Spanish language forum to be held from 6:00 p.m. to 7:30 p.m. on June 4, 2024, at Iglesia Park Community Center; and summer recreation program registration.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Chun
- Attended Boys & Girls Club Bocce Ball Tournament
- Met with Orange County Business Council CEO Jeff Ball
- Attended Boys & Girls Club Youth of the Month ceremony
- Attended Teal Town Tournament
- Attended memorial service for OCFA Captain Robin Culp
- Attended Taste of Aliso event
- Attended OCFA Board of Directors Meeting
- Attended Orange County Sheriff's Department Medal of Valor Luncheon
- Attended Canyon Vista Elementary School Carnival
- Attended Aliso Niguel Theatre Company performance
- Attended AVCA Arbor Day Celebration
- Announced Aliso Viejo Youth Council's Human Trafficking Forum

Councilmember Duncan:
- Attended JamFest and Summer Camp Expo
- Attended Taste of Aliso event
- Attended Canyon Vista Elementary School Carnival

Councilmember Hurt:
- Congratulated IT Manager Isaac Aziz on earning master's degree

Mayor Pro Tem Ackley
- Congratulated Jason and Allison Ackley on the birth of their son Jetson

Mayor Munzing:
- Attended Taste of Aliso event
- Attended Teal Town Tournament
- Attended Aliso Viejo Chamber of Commerce Networking Mixer
- Attended Orange County Sheriff's Department Medal of Valor Luncheon
- Attended JamFest and Summer Camp Expo
- Attended tour of Providence Mission Hospital Mission Viejo
- Announced Soka University Peace Festival

DRAFT

9. **ADJOURNMENT:** Mayor Munzing adjourned the meeting at 8:39 p.m. to the regularly scheduled meeting of May 15, 2024.

Respectfully submitted:

_____
LAUREN TORRES
DEPUTY CITY CLERK

Approved by:

_____
MIKE MUNZING
MAYOR

DRAFT

City of Aliso Viejo
AGENDA ITEM

DATE: May 15, 2024

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: ACCOUNTS PAYABLE

Recommended Actions:

1. Ratify accounts payable checks and electronic funds transfers issued on April 10, 2024, in the amount of $5,380.87; and
2. Ratify accounts payable checks and electronic funds transfers issued between April 12, 2024, and April 25, 2024, in the amount of $375,536.93.

Fiscal Impact:

Expenditures in the amount of $380,917.80.

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 on April 10, 2024, and April 12, 2024, through April 25, 2024, for $380,917.80, are being presented for ratification. All payments have been made in compliance with the City's purchasing policy and procedures. Payments have been reviewed and approved by the appropriate departmental staff. The issued accounts payable checks and electronic funds transfers have been reviewed and deemed in accordance with the fiscal year budget by the Director of Financial Services.

Attachment:

1. Accounts Payable Report

Accounts Payable

04/10/2024

Vendor Name	Description (Item)	Amount
103 - GF-AV RECREATION SERVICES		
RECREATION SERVICES		
CSG FORTE PAYMENTS, INC	MAR'24 CREDIT CARD SERVICE FEES - POS	680.55
CSG FORTE PAYMENTS, INC	MAR'24 CREDIT CARD SERVICE FEES - WEB	4,700.32
	RECREATION SERVICES TOTAL:	**5,380.87**
	GF-AV RECREATION SERVICES TOTAL:	**5,380.87**
	GRAND TOTAL:	**5,380.87**

Fund Summary

Fund		Expense Amount	Payment Amount
103 - GF-AV RECREATION SERVICES		5,380.87	5,380.87
	Grand Total:	**5,380.87**	**5,380.87**

Report Summary

Fund Summary

Fund	Payment Amount
103 - GF-AV RECREATION SERVICES	5,380.87
Grand Total:	**5,380.87**

Account Summary

Account Number	Account Name	Payment Amount
103-4-4105-4561-000	TAXES/FEES/PERMITS	5,380.87
	Grand Total:	**5,380.87**

Project Account Summary

Project Account Key	Payment Amount
None	5,380.87
Grand Total:	**5,380.87**

Accounts Payable

04/25/2024

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
UNITED OF OMAHA LIFE INSURANCE CO.	MAY'24 LIFE INSURANCE	1,452.82
CHOICE BUILDER	MAY'24 DENTAL - RH	96.90
CHOICE BUILDER	MAY'24 DENTAL - RC	145.88
CHOICE BUILDER	MAY'24 DENTAL INSURANCE	1,919.92
CHOICE BUILDER	MAY'24 VISION - RH	15.03
CHOICE BUILDER	MAY'24 VISION - RC	24.19
CHOICE BUILDER	MAY'24 VISION INSURANCE	300.18
CALPERS HEALTH	MAY'24 CALPERS HEALTH PREMIUM	24,812.11
CALPERS HEALTH	MAY'24 HEALTH PREMIUM - RC	2,195.87
CALPERS HEALTH	MAY'24 HEALTH PREMIUM PEMHCA MINIMUM - RC	157.00
STC TRAFFIC, INC	MAR'24 TRAFFIC CONSULTANT SERVICES	1,247.50
GREENWELL ENERGY	SDP-2023-00008_35 ENTERPRISE_PLNG DEP REIMB_GREENW	5,741.54
DEPT OF CONSERVATION	JAN-MAR'24 SEISMIC MAPPING FEES	756.67
DIVISION OF THE STATE ARCHITECT	JAN-MAR'24 CASP FEES	15.80
CA BUILDING STANDARDS COMMISSION	JAN-MAR'24 CA BLDG STANDARD ADMIN FEES	294.30
MAIN STREET FLOORING INC	BLDR-2023-00419_55 ELDERWOOD_MAIN ST. FLOORING	500.00
THE WILD YOGI STUDIO	BLDC-2023-00105_22912 PACIFIC PRK DR_THE WILD YOGI	500.00
CLEAN ROOMS WEST	BLDC-2023-00100_35 ENTERPRISE_CLEAN ROOMS WEST	500.00
ALINE TRUONG	CD-2024-00014_16 CAMEO DR_ALINE TRUONG	500.00
KPRS CONSTRUCTION SERVICES INC	CD-2023-00058_85 ENTERPRISE_KPRS CONST. SERVICES	2,400.00
		43,575.71
CITY COUNCIL		
ROSS CHUN	RC 3/18-3/19/24 T&E REIMBURSEMENT - OCBC ADV. TRIP	797.23
US BANK PURCHASING CARD PROGRAM	LL 3/8 COURTYARD BY MARRIOTT-R.CHUN 3/18-19	185.45
	CITY COUNCIL TOTAL:	**982.68**
CITY MANAGER		
UNITED OF OMAHA LIFE INSURANCE CO.	MAY'24 LIFE INSURANCE - DD	96.16
CALPERS HEALTH	MAY'24-PG-HEALTH PREMIUM	157.00
US BANK PURCHASING CARD PROGRAM	DD 2/23 EXPEDIA-ICSC CONFERENCE HOTEL	692.07
US BANK PURCHASING CARD PROGRAM	DD 3/06 LAZ PARKING	5.00
	CITY MANAGER TOTAL:	**950.23**
HUMAN RESOURCES		
OC FAMILY MEDICINE	JAN-FEB '24 TB TESTS & EMPLOYEE EXAMS	410.00
SMARTHIRE, A DIVISION OF KROUT & SCHNEIDER, INC	2/5 ACCT/PAYROLL BACKGROUND CHECK	62.00
	HUMAN RESOURCES TOTAL:	**472.00**
CITY CLERK		
CALIFORNIA NEWSPAPERS PARTNERSHIP	MAR'24 LEGAL NOTICES	930.02
MITZI ORTIZ	MO-4/3-4/5/24 CCAC CONF SD REIMB_MILEAGE	121.94
STAPLES ADVANTAGE	FEB'24 CC AWARDS & RECOGNITION_RETURN	(166.80)
US BANK PURCHASING CARD PROGRAM	LL 3/13 COSTCO ANNUAL MMBSHP RENEWAL	120.00
	CITY CLERK TOTAL:	**1,005.16**
CITY ATTORNEY		
BEST BEST & KRIEGER	MAR'24 BBK LITIGATION - CC	106.90
BEST BEST & KRIEGER	MAR'24 BBK GENERAL RETAINER LEGAL SERVICES	24,150.00
BEST BEST & KRIEGER	MAR'24 BBK AGENDA REPORTS (NON-RETAINER)	1,502.80
BEST BEST & KRIEGER	MAR'24 BBK LABOR & EMPLOYMENT (SPECIALIZED)	13,836.60
BEST BEST & KRIEGER	MAR'24 BBK LABOR & BENEFITS	1,193.90
BEST BEST & KRIEGER	MAR'24 BBK CEQA & ENVIRONMENTAL (SPECIALIZED)	520.00
BEST BEST & KRIEGER	MAR'24 MAJOR GENERAL PLAN UPDATE(SPECIAL PROJECTS)	1,242.70
BEST BEST & KRIEGER	MAR'24 BBK NPDES NEW PERMIT (NON-RETAINER)	606.90
BEST BEST & KRIEGER	MAR'24 BBK GENERAL LITIGATION	594.40
BEST BEST & KRIEGER	MAR'24 BBK GENERAL PLAN TOWN CTR SPECIFIC PLAN	1,618.40
	CITY ATTORNEY TOTAL:	**45,372.60**

Vendor Name	Description (Item)	Amount
FINANCE		
CHOICE BUILDER	MAY'24 ADMIN FEE	35.00
CALPERS HEALTH	MAY'24 CALPERS ADMIN FEE	85.62
CALPERS HEALTH	MAY'24 CALPERS ADMIN FEE	7.53
PARS	FEB'24 PARS REP FEES	300.00
STAPLES ADVANTAGE	MAR'24 FIN OFFICE SUPPLIES	160.81
MEEDER PUBLIC FUNDS, INC.	JAN-MAR'24 INVESTMENT ADVISORY SERVICES	3,750.00
	FINANCE TOTAL:	**4,338.96**
INFORMATION TECHNOLOGY		
AT&T	3/06/24-4/05/24 CH AT&T CALNET ALARM/POTS LINE	2,909.11
COX COMMUNICATIONS, INC	APR'24 ACCT #0202 CH CABLE TV	184.96
COX COMMUNICATIONS, INC	APR'24 ACCT #8802 CH INTERNET-FIBER 600MB	1,500.00
COX COMMUNICATIONS, INC	MAR'24 ACCT#9302 LAB INTERNET	85.39
JOSE RUEL FABELLA DIRA	MAR'24 ENERGOV & GIS	2,200.00
AT&T	APR'24 CH AT&T FIBER INTERNET SERVICE	1,695.39
SHI INTERNATIONAL CORP	3/5/24-3/5/29 ACRONIS CLOUD BACKUP	8,863.09
	INFORMATION TECHNOLOGY TOTAL:	**17,437.94**
NON-DEPARTMENTAL		
PV MAINTENANCE INC	MAR'24 VISTA PARK MAINTENANCE	965.00
RICOH USA	2504 BACK OFFICE PRINTS (4542)	109.83
CINTAS CORPORATION NO. 2	APR'24 CH & STE 200 FIRST AID SUPPLIES	153.08
STAPLES ADVANTAGE	MAR'24 COPY&BREAKROOM SUPPLIES NON DEPARTMENTAL	87.65
GLENWOOD MAINTENANCE CORPORATION	APR'24 89 PLAYA CIR HOA FEES	154.00
US BANK PURCHASING CARD PROGRAM	DL 2/27 OFFICE SIGN CO - NAME PLATE - M MARTINEZ	42.32
US BANK PURCHASING CARD PROGRAM	EM 3/18 BLISS CAR WASH - FORD F150 CAR WASH	35.00
US BANK PURCHASING CARD PROGRAM	EM 3/13 WINDSHIELD REPAIR-EMER MGR RAV4 LP 1475148	95.00
US BANK PURCHASING CARD PROGRAM	LL 2/28 READY REFRESH CH FILTRATION & SVC	166.75
US BANK PURCHASING CARD PROGRAM	LL 3/14 COSTCO BUSINESS CENTER DELIVERY	262.62
US BANK PURCHASING CARD PROGRAM	LL 3/13 TONY PEPPERONIS-CLSD SESSION MTG 3/13	85.54
US BANK PURCHASING CARD PROGRAM	LL 3/5 RALPHS-VEG TRAY & COKIES_CTY&AVCA MTG	18.97
US BANK PURCHASING CARD PROGRAM	LL 3/20 BEYOND THAI-COUNCIL MTG 3/20	176.36
US BANK PURCHASING CARD PROGRAM	LL 3/7 LUNA GRILL-COUNCIL MTG 3/6	312.62
GLENWOOD MAINTENANCE CORPORATION	MAY'24 89 PLAYA CIR HOA FEES	154.00
	NON-DEPARTMENTAL TOTAL:	**2,818.74**
C. S. ADMINISTRATION		
CALPERS HEALTH	MAY'24-HW-HEALTH PREMIUM	157.00
CALPERS HEALTH	MAY'24-DP-HEALTH PREMIUM	157.00
4IMPRINT INC	FY 23-24 GIVEAWAYS	5,009.88
SOLINK INC	POSTCARDS FOR EXPOS/CONFERENCES	269.38
CABCO YELLOW INC	MAR'24 SMP FUND R&CS CONTRIB TRANSPORTATION SVC	609.00
OAK GROVE PTA (PTA CALIF CONGRESS OF PARENTS & TEA...	5/10/24 OAK GROVE ALL-STAR BASH EXPO- $300 PACKAGE	300.00
US BANK PURCHASING CARD PROGRAM	LL 2/25 FACEBK META ADS_INSTA POST	2.00
US BANK PURCHASING CARD PROGRAM	LL 2/25 FACEBK META ADS_INSTA POST	2.00
US BANK PURCHASING CARD PROGRAM	LL 2/26 FACEBK META ADS_INSTA POST	2.00
US BANK PURCHASING CARD PROGRAM	LL 2/26 FACEBK META ADS_INSTA POST	2.20
US BANK PURCHASING CARD PROGRAM	LL 2/28 FACEBK META ADS_INSTA POST	2.66
US BANK PURCHASING CARD PROGRAM	LL 2/29 FACEBK META ADS_INSTA POST	2.93
US BANK PURCHASING CARD PROGRAM	LL 3/1 FACEBK META ADS_INSTA POST	3.00
US BANK PURCHASING CARD PROGRAM	LL 3/2 FACEBK META ADS_INSTA POST	3.30
US BANK PURCHASING CARD PROGRAM	LL 3/3 FACEBK META ADS_INSTA POST	3.63
US BANK PURCHASING CARD PROGRAM	LL 2/27 FACEBK META ADS_INSTA POST	2.42
US BANK PURCHASING CARD PROGRAM	LL 3/4 FACEBK META ADS_INSTA POST	3.99
US BANK PURCHASING CARD PROGRAM	LL 3/6 FACEBK META ADS_INSTA POST	4.39
US BANK PURCHASING CARD PROGRAM	LL 3/20 FACEBK META ADS_INSTA POST	5.50
US BANK PURCHASING CARD PROGRAM	LL 3/7 FACEBK META ADS_INSTA POST	4.83
US BANK PURCHASING CARD PROGRAM	LL 3/9 FACEBK META ADS_INSTA POST	5.00
US BANK PURCHASING CARD PROGRAM	LL 3/21 FACEBK META ADS_INSTA POST	6.05
ROMAN CHAVEZ	4/27/24 JAMFEST STAGE AND FENCING	776.40
	C. S. ADMINISTRATION TOTAL:	**7,334.56**
IGLESIA PARK		
PV MAINTENANCE INC	MAR'24 IGLESIA PARK MAINTENANCE	374.85
PV MAINTENANCE INC	MAR'24 IGLESIA PARK PV MAINTENANCE	580.38
PV MAINTENANCE INC	MAR'24 IGLESIA PARK MAINTENANCE	306.00
EL TORO WATER DISTRICT	MAR'24 MTR#4114 IGLESIA PARK WATER	375.26

Vendor Name	Description (Item)	Amount
EL TORO WATER DISTRICT	MAR'24 MTR#3499 IGLESIA PARK WATER	405.59
SO CAL EDISON	MAR'24 ACCT#7997 IGLESIA PARK	166.83
	IGLESIA PARK TOTAL:	**2,208.91**
IGLESIA BUILDING		
TEAM ONE MANAGEMENT SERVICES	APR'24 IGLESIA JANITORIAL MAINTENANCE	995.00
ZAPP PEST MANAGEMENT	MAR'24 PEST CONTROL SERVICES - IGLESIA PARK	75.00
BRADY INDUSTRIES OF CALIFORNIA LLC	APR'24 IGLESIA JANITORIAL SUPPLIES	209.45
EL TORO WATER DISTRICT	MAR'24 MTR#5016 IGLESIA PARK BLDG WATER	310.47
SO CAL EDISON	MAR'24 ACCT#7997 IGLESIA BLDG	1,094.27
	IGLESIA BUILDING TOTAL:	**2,684.19**
PLANNING		
CALPERS HEALTH	MAY'24-MF-HEALTH PREMIUM	157.00
CIVIC SOLUTIONS INC	MAR'24 GB AVTC CONSULTING SERVICES	172.00
	PLANNING TOTAL:	**329.00**
BUILDING		
CHARLES ABBOTT ASSOC INC	MAR'24 CAA CONTRACT SERVICES - BUILDING SERVICES	49,356.93
	BUILDING TOTAL:	**49,356.93**
CODE ENFORCEMENT		
PV MAINTENANCE INC	MAR'24 SIDEWALK VENDING TASKFORCE	1,808.00
CHARLES ABBOTT ASSOC INC	MAR'24 CAA CONTRACT SERVICES - CODE ENFORCEMENT	8,160.00
	CODE ENFORCEMENT TOTAL:	**9,968.00**
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	APR'24 WAREHOUSE LEASE	1,035.00
RICHARD FISHER ASSOCIATES	MAR'24 LANDSCAPE INSPECTION SERVICES	3,528.76
	ENGINEERING (GENERAL) TOTAL:	**4,563.76**
LAW ENFORCEMENT-OTHER		
SEAVCO INC	APR'24 BMW BATTERY VIN#G33962 - BARRAGAN	501.99
STAPLES ADVANTAGE	MAR'24 POLICE SERVICES OFFICE SUPPLIES	93.04
ALL CITY MANAGEMENT SERVICES	03/31-04/13/24 228.29 HRS-CROSSING GUARD SERVICES	7,065.58
	LAW ENFORCEMENT-OTHER TOTAL:	**7,660.61**
EOC		
US BANK PURCHASING CARD PROGRAM	DL 3/14 LIFE STORAGE - OFFSITE STORAGE #A1554	290.00
	EOC TOTAL:	**290.00**
	GENERAL FUND TOTAL:	**201,349.98**
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
PV MAINTENANCE INC	MAR'24 PVM CH MAINTENANCE	245.09
UNITED BUILDING AND DEVELOPMENT SERVICES LLC	MAR'24 CH WOMENS RESTROOM 1ST FLR PLUMBING REPAIR	2,667.00
TEAM ONE MANAGEMENT SERVICES	APR'24 CH JANITORIAL SERVICES	2,700.00
ZAPP PEST MANAGEMENT	MAR'24 PEST CONTROL SERVICES CH	75.00
SOUTH COAST AIR QUALITY MGMT DIST	FY23-24 SCAQMD PERMIT FEE - CH GENERATOR	504.91
SOUTH COAST AIR QUALITY MGMT DIST	FY23-24 SCAQMD EMISSIONS FEE - CH GENERATOR	160.35
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, ...	JAN'24 CH HVAC PREVENTATIVE MAINTENANCE	1,786.65
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, ...	3/22/24 CH HVAC 2ND FLOOR CALL OUT	320.00
THURSTON ELEVATOR CONCEPTS INC	JAN'24 CH-ELEVATOR HYDRAULIC OIL MAINTENANCE	1,885.00
THURSTON ELEVATOR CONCEPTS INC	FEB'24 CH-ELEVATOR INSPECTION AND CORRECTIONS	1,355.00
THURSTON ELEVATOR CONCEPTS INC	APR'24 CH-ELEVATOR MAINTENANCE	134.00
BRADY INDUSTRIES OF CALIFORNIA LLC	APR'24 CH JANITORIAL SUPPLIES	552.13
BRADY INDUSTRIES OF CALIFORNIA LLC	APR'24 CH JANITORIAL SUPPLIES	344.47
DUTHIE ELECTRIC SERVICE CORPORATION	03/18 CH GENERATOR PM ANNUAL SERVICE	769.17
	NON-DEPARTMENTAL TOTAL:	**13,498.77**
	GEN. FD-CITY HALL TOTAL:	**13,498.77**
103 - GF-AV RECREATION SERVICES		
RUBY OLIVAS	RECEIPT67802831 FACILITY RENTAL REFUND RUBY OLIVAS	388.00
		388.00
RECREATION SERVICES		
AT&T	3/06/24-4/05/24 AVR AT&T CALNET ALARM/POTS LINE	969.70
PV MAINTENANCE INC	MAR'24 AVR MAINTENANCE	947.09
L & O ALISO VIEJO, LLC	SPRING2024-SPG150/SPG010 SPORTS-7 PARTICIPANTS	483.00

Vendor Name	Description (Item)	Amount
MILLENNIUM OPERATIONS LLC	6/27/24 CITY DAY CAMP EXCURSION-KNOTT'S BERRY FARM	1,840.00
FITNESS WITH FLAVOR LLC	WINTER2024-WAV140/WAV141 DANCE-4 PARTICIPANTS	183.60
ZAPP PEST MANAGEMENT	MAR'24 PEST CONTROL SERVICES & BEE REMOVAL AVR	595.00
DS SERVICES OF AMERICA, INC	4/10 AVR BOTTLED WATER SERVICE	44.56
BREAKTHROUGH SPORTS LLC	WINTER2024-WAV046 BASKETBALL-7 PARTICIPANTS	331.80
LYONS SECURITY SERVICE IN	MAR'24 GCF SECURITY SERVICES	897.75
TEAM ONE MANAGEMENT SERVICES	MAR'24 AVR JANITORIAL SERVICES	5,000.00
JENNIFER ANDRUS-NELSON	SPRING2024-SPG001 ETIQUETTE-8 PARTICIPANTS	720.00
LAURELINDA HAUKSSON	SPRING2024-SPG006 ENRICHMENT-11 PARTICIPANTS	1,617.00
ERNA VAN DYK	SPRING2024-SPG105/SPG063 ART-9 PARTICIPANTS	204.00
FOSTERS' GARDENS INC	APR'24 AVR INTERIOR PLANT MAINTENANCE	110.00
CINTAS CORPORATION NO. 2	JAN'24-2 AVR FIRST AID SUPPLIES	199.65
CINTAS CORPORATION NO. 2	FEB'24 AVR FIRST AID SUPPLIES	77.28
LYONS SECURITY SERVICE IN	MAR'24 AVR EVENT SECURITY SERVICES	3,772.13
AT&T	APR'24 AVR AT&T INTERNET SERVICE	1,009.89
BRADY INDUSTRIES OF CALIFORNIA LLC	MAR'24 AVR JANITORIAL SUPPLIES	590.07
US BANK PURCHASING CARD PROGRAM	EM 2/29 WHITE CAP - CONCRETE FOR RANCH PLAQUE	266.12
SO CAL EDISON	MAR'24 ACCT#6247 AVR	2,714.89
AARON FLORA	MAR'24 RENEWABLE FARMS - UTILITIES	(436.57)
AARON FLORA	MAR'24 RENEWABLE FARMS - 90% GROSS REVENUE	27,038.70
AARON FLORA	MAR'24 RENEWABLE FARMS - MAINTENANCE	740.70
	RECREATION SERVICES TOTAL:	**49,916.36**
	GF-AV RECREATION SERVICES TOTAL:	**50.304.36**

203 - GAS TAX

TRAFFIC ENGINEERING

NICHOLS CONSULTING ENGINEERS, CHTD	MAR'24 PAVEMENT MANAGEMENT PLAN	27,264.00
HARTZOG & CRABILL INC	MAR'24 TRAFFIC SIGNAL MONITORING	1,500.00
	TRAFFIC ENGINEERING TOTAL:	**28,764.00**

STREET MAINTENANCE

EL TORO WATER DISTRICT	MAR'24 MTR#5675 CALLE CORTEZ MEDIAN WATER	155.29
	STREET MAINTENANCE TOTAL:	**155.29**
	GAS TAX TOTAL:	**28.919.29**

204 - MEASURE M

GEN-MEASURE M

CABCO YELLOW INC	MAR'24 SMP M2 FUND TRANSPORTATION SVC	2,436.00
	GEN-MEASURE M TOTAL:	**2,436.00**
	MEASURE M TOTAL:	**2.436.00**

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	APR'24 AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM	1,843.00
COUNTY OF ORANGE	APR-JUN'24 800 MHZ COST ALLOCATION	6,873.00
	LAW ENFORCEMENT-OTHER TOTAL:	**8,716.00**
	PUBLIC SAFETY GRANTS TOTAL:	**8.716.00**

231 - OTHER GRANTS

OTHER GRANTS

TYLER TECHNOLOGIES-INCODE DIVISION	SOLAR APP+ IMPLEMENTATION	1,750.00
	OTHER GRANTS TOTAL:	**1,750.00**
	OTHER GRANTS TOTAL:	**1.750.00**

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS

THOMAS E BYSTRY	FEB-APR'24 CAMERA 6 AND LOBBY TV PROBLEMS	400.00
	GEN-TECHNOLOGY GRANTS TOTAL:	**400.00**
	TECHNOLOGY FUND TOTAL:	**400.00**

Vendor Name	Description (Item)	Amount
251 - FEDERAL GRANTS		
GEN-FEDERAL GRANT		
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011657339 - 3/28 CDBG FY 2024-2025 AAP	573.44
SOUTH COUNTY OUTREACH	OCT-DEC'23 CDBG HUNGER & HOMELESS PREVENTION	7,316.78
AGE WELL SENIOR SERVICES INC	OCT-DEC'23 CDBG - MEALS ON WHEELS	1,535.00
SOUTH COUNTY OUTREACH	JAN-MAR'24 CDBG HUNGER & HOMELESSNESS PREVENTION	1,000.00
	GEN-FEDERAL GRANT TOTAL:	**10,425.22**
	FEDERAL GRANTS TOTAL:	**10,425.22**
261 - CITY FAC.-AQUATIC CENTER		
GEN-AQUATIC CENTER		
COX COMMUNICATIONS, INC	MAR'24 ACCT#6701 AQC INTERNET	509.91
PV MAINTENANCE INC	MAR'24 AQC MAINTENANCE	459.00
ZAPP PEST MANAGEMENT	MAR'24 MONTHLY PEST CONTROL SERVICES AQC	75.00
KNORR SYSTEMS INC	MAR'24 AQC BACKWASH VALVE KIT	730.16
KNORR SYSTEMS INC	MAR'24 AQC MONTHLY POOL MAINTENANCE SERVICE	1,983.25
KNORR SYSTEMS INC	APR'24 AQC HEATER REPAIR PARTS - ER402	521.28
KNORR SYSTEMS INC	APR'24 AQC BACKWASH BOOSTER PUMPS - FLOOD	1,695.54
KNORR SYSTEMS INC	MAR'24 EMERGENCY VALVE REPAIR - AQC	1,684.16
TEAM ONE MANAGEMENT SERVICES	APR'24 AQC JANITORIAL SERVICES	2,100.00
W W GRAINGER INC	3/29 AQC BATTERY FOR FIRE ALARM BACK UP SYSTEM	276.44
W W GRAINGER INC	4/10 AQC PARTS - REC POOL	71.67
	GEN-AQUATIC CENTER TOTAL:	**10,106.41**
	CITY FAC.-AQUATIC CENTER TOTAL:	**10,106.41**
311 - STREET IMPROVEMENTS		
STREETS & HIGHWAYS		
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA	MAR'24 GLENWOOD REHAB DESIGN	13,930.90
	STREETS & HIGHWAYS TOTAL:	**13,930.90**
	STREET IMPROVEMENTS TOTAL:	**13,930.90**
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
LUKKES STRIPING INC	MAR'24 AQC PARKING LOT SEAL PROJECT	27,700.00
JAMES A. KRIEGER	REPLACE BLOWN TRANSFOMER WITH NEW 30KVA - AQC	6,000.00
	CAPITAL IMPROVEMENTS TOTAL:	**33,700.00**
	CAPITAL IMPROVEMENTS TOTAL:	**33,700.00**
	GRAND TOTAL:	**375,536.93**

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	201,349.98	201,349.98
102 - GEN. FD-CITY HALL	13,498.77	13,498.77
103 - GF-AV RECREATION SERVICES	50,304.36	50,304.36
203 - GAS TAX	28,919.29	28,919.29
204 - MEASURE M	2,436.00	2,436.00
215 - PUBLIC SAFETY GRANTS	8,716.00	8,716.00
231 - OTHER GRANTS	1,750.00	1,750.00
241 - TECHNOLOGY FUND	400.00	400.00
251 - FEDERAL GRANTS	10,425.22	10,425.22
261 - CITY FAC.-AQUATIC CENTER	10,106.41	10,106.41
311 - STREET IMPROVEMENTS	13,930.90	13,930.90
331 - CAPITAL IMPROVEMENTS	33,700.00	33,700.00
Grand Total:	**375,536.93**	**375,536.93**

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	201,349.98
102 - GEN. FD-CITY HALL	13,498.77
103 - GF-AV RECREATION SERVICES	50,304.36
203 - GAS TAX	28,919.29
204 - MEASURE M	2,436.00
215 - PUBLIC SAFETY GRANTS	8,716.00
231 - OTHER GRANTS	1,750.00
241 - TECHNOLOGY FUND	400.00
251 - FEDERAL GRANTS	10,425.22
261 - CITY FAC.-AQUATIC CENTER	10,106.41
311 - STREET IMPROVEMENTS	13,930.90
331 - CAPITAL IMPROVEMENTS	33,700.00
Grand Total:	**375,536.93**

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	2,195.87
101-2505-000	DENTAL INSURANCE PA…	2,162.70
101-2506-000	MEDICAL INSURANCE P…	24,969.11
101-2507-000	LIFE INSURANCE PAYABLE	1,452.82
101-2508-000	VISION INSURANCE PAY…	339.40
101-2602-000	PLANNING DEPOSIT	6,989.04
101-2606-000	C & D DEPOSIT	4,400.00
101-36420	SMIP	756.67
101-36425	CASP CERT/TRNG	15.80
101-36430	BUILDING STANDARD FE…	294.30
101-4-1101-4520-000	MTGS/CONF./TRNG & D…	982.68
101-4-1501-4206-000	MEDICAL INSURANCE	157.00
101-4-1501-4209-000	LIFE INSURANCE	96.16
101-4-1501-4520-000	MTGS/CONF./TRNG & D…	697.07
101-4-1503-4309-000	OTHER CONTRACTUAL S…	472.00
101-4-1601-4303-000	LEGAL NOTICES	930.02
101-4-1601-4502-000	AWARDS & RECOGNITI…	-166.80
101-4-1601-4520-000	MTGS/CONF./TRNG & D…	121.94
101-4-1601-4612-000	OPERATING SUPPLIES	120.00
101-4-2101-4304-000	LEGAL SERVICES	39,180.50
101-4-2101-4532-000	SPECIAL PROJECTS	4,363.90
101-4-2101-4701-000	NPDES	606.90
101-4-2101-4733-000	ZONING CODE	520.00
101-4-2101-4735-000	LITIGATION	701.30
101-4-2501-4301-000	PROFESSIONAL SERVICES	3,750.00
101-4-2501-4309-000	OTHER CONTRACTUAL S…	428.15
101-4-2501-4601-000	SUPPLIES	160.81
101-4-3101-4301-000	PROFESSIONAL SERVICES	2,200.00
101-4-3101-4305-000	TECHNOLOGY SERVICES	6,374.85
101-4-3101-4481-000	COMPUTER EXPENSE	8,863.09
101-4-3501-4431-000	BUILDING & GROUND M…	1,273.00
101-4-3501-4513-000	PRINTING	109.83
101-4-3501-4517-000	VEHICLE MAINTENANCE	130.00
101-4-3501-4601-000	SUPPLIES	449.80
101-4-3501-4612-000	OPERATING SUPPLIES	856.11
101-4-4101-4206-000	MEDICAL INSURANCE	314.00
101-4-4101-4501-000	ADVERTISING & PROMO…	355.90
101-4-4101-4520-000	MTGS/CONF./TRNG & D…	269.38
101-4-4101-4524-000	RECREATION-SENIOR TR…	609.00
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	5,786.28
101-4-4102-4411-000	UTILITIES	947.68

Account Summary

Account Number	Account Name	Payment Amount
101-4-4102-4431-000	BUILDING & GROUND M…	1,261.23
101-4-4103-4411-000	UTILITIES	1,404.74
101-4-4103-4431-000	BUILDING & GROUND M…	1,279.45
101-4-4401-4206-000	MEDICAL INSURANCE	157.00
101-4-4401-4309-000	OTHER CONTRACTUAL S…	172.00
101-4-4402-4751-000	C.S-BUILDING	49,356.93
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	9,968.00
101-4-4501-4471-000	RENT	1,035.00
101-4-4501-4741-000	C.S-CITY ENGINEERING	3,528.76
101-4-5102-4517-000	VEHICLE MAINTENANCE	501.99
101-4-5102-4612-000	OPERATING SUPPLIES	93.04
101-4-5102-4721-000	C.S-CROSSING GUARDS	7,065.58
101-4-5401-4471-000	RENT	290.00
102-4-3501-4431-000	BUILDING & GROUND M…	12,833.51
102-4-3501-4561-000	TAXES/FEES/PERMITS	665.26
103-34130	FACILITY RENTAL	388.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	1,979.59
103-4-4105-4309-000	OTHER CONTRACTUAL S…	3,539.40
103-4-4105-4411-000	UTILITIES	2,714.89
103-4-4105-4431-000	BUILDING & GROUND M…	11,280.41
103-4-4105-4451-000	FARM OPERATING EXPE…	28,240.58
103-4-4105-4570-000	CITY CAMP EXPENSE	1,840.00
103-4-4105-4601-000	SUPPLIES	321.49
203-4-4502-4301-000	PROFESSIONAL SERVICES	28,764.00
203-4-4503-4411-000	UTILITIES	155.29
204-4-6104-4309-000	OTHER CONTRACTUAL S…	2,436.00
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM…	8,716.00
231-4-6131-4309-000	OTHER CONTRACTUAL S…	1,750.00
241-4-6141-4481-000	IT/COMPUTER EQUIPM…	400.00
251-4-6151-4309-000	OTHER CONTRACTUAL S…	10,425.22
261-4-6161-7401-000	EQUIPMENT MAINTENA…	6,614.39
261-4-6161-7411-000	UTILITIES	509.91
261-4-6161-7421-000	BUILDING & GROUND M…	2,982.11
311-4-8301-5501-000	DESIGN	13,930.90
331-4-8701-5910-000	IMPROVEMENTS	33,700.00
	Grand Total:	**375,536.93**

Project Account Summary

Project Account Key	Payment Amount
None	315,946.15
10014309	1,750.00
1185910	33,700.00
1255501	13,930.90
9014612	398.16
9264520	982.68
9974570	1,840.00
SDP-2022-0004	1,247.50
SDP-2023-00008	5,741.54
Grand Total:	**375,536.93**

City of Aliso Viejo
AGENDA ITEM

DATE: May 15, 2024

TO: Mayor and City Council

FROM: Shaun Pelletier, Public Works Director / 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 two-year term, increases the total compensation under the agreement by $50,000.00, and amends the contractor compensation rates; and

2. 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. Tree maintenance is funded through the General, gas tax, and other special revenue funds. Sufficient funding is included in the FY 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 in Aliso Creek Road, Pacific Park Drive, and Calle Cortez.

The scope of the agreement will cover maintenance of 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, the olive trees at the Aquatic Center once per year, and the California pepper trees at the Aliso Viejo Ranch twice a year along with as-needed maintenance to the rest of the City's tree inventory.

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 two-year term and increase the compensation rates.

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 agreements 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 for the next two years and foregoing the CPI increase for year two of the amendment.

Staff recommends renewing Great Scott Tree Service at the 40% increase to avoid a potentially higher increase by readvertising the agreement. Additional funds are not being requested for FY 2024-25 to accommodate the increase in rates; however, discretionary tree planting, tree removals, and other non-emergency tree services will be reduced. An additional $50,000 is requested in total compensation to account for the second year of the renewal.

Attachment:

1. Agreement Amendment

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 two-year term, increase the total compensation under the Agreement by Fifty Thousand Dollars ($50,000.00), and amend the contractor compensation rates for FY24-26 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 two years from July 1, 2024 to June 30, 2026, unless earlier terminated as provided in the Agreement.

3.2 Compensation.

The total compensation for the Services provided pursuant to the Agreement and this First Amendment shall not exceed **One Hundred Fifty Six Thousand Dollars ($176,000.00)** 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

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

GREAT SCOTT TREE SERVICE, 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 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 / 2 times per year)	$ 207.20	=	$ 4,351.20
			*Price shown above is for both trims			
03	48	EA	Tree Trimming (California Pepper Trees 15' and taller / 2 times per year)	$ 193.20	=	$ 9,273.60
			*Price shown above is for both trims			
04	18	EA	Tree Trimming (Olive 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

State Contractors License #556832

ISA Certified Arborist #WC-0901

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. Giffiths

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 15, 2024

TO: Mayor and City Council

FROM: Shaun Pelletier, Public Works Director / City Engineer

SUBJECT: FIRST AMENDMENT TO THE AGREEMENT WITH NIEVES LANDCSAPE, INC. FOR LANDSCAPE MAINTENANCE SERVICES

Recommended Actions:

1. Approve a first amendment to the agreement with Nieves Landscape, Inc. to perform landscape maintenance services that renews the agreement for an additional one-year term and increases the total compensation under the agreement by $200,000 for a total agreement amount of $890,000; and

2. Authorize the City Manager to execute the first amendment to the agreement.

Fiscal Impact:

The contractor fee for this work is estimated at approximately $180,000 for FY 2024-25. An additional $20,000 is budgeted for extra work. Landscape maintenance is funded through the General, gas tax, and other special revenue funds. Sufficient funding will be included in the FY 2024-25 Budget.

Background:

The City of Aliso Viejo maintains landscaping 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 street medians in Aliso Creek Road, Pacific Park Drive, and Calle Cortez.

Amenities at the various facilities to be maintained include tot lots and play equipment, sport courts and ball fields, parking lots, walkways and passive park areas, and picnic areas. Landscape features to be maintained include turf areas, shrubs and planters, and a variety of trees. The maintenance of the irrigation systems, rodent control, and pest control is also necessary. The general performance criteria are as follows:

- Turf areas shall be mowed, edged, watered, weeded, fertilized, with rodents and pests controlled to provide a healthy appearance.

- Groundcover areas shall be watered, weeded, fertilized, with rodents and pests controlled to provide a healthy appearance.
- Shrubs and trees under 15 feet in height within the City Facilities shall be maintained to promote healthy growth to include but not limited to fertilization, trimming, and thinning.
- The tot lots (including play equipment) and sports areas within the City Facilities shall be maintained in a clean and safe manner.
- Walkways and parking lots shall be kept free of trash, landscape debris and leaves.

Discussion:

A request for proposal (RFP) was issued for landscape maintenance services and advertised on the City website and was awarded to Nieves Landscape, Inc. on May 5, 2021, for an initial term of three years, July 1, 2021, through June 30, 2024. This first agreement amendment will increase the total compensation under the agreement by $200,000 for a total agreement amount of $890,000. The contractor compensation rates for FY 2024-25 are included in Exhibit B of the agreement amendment and include a 3.5% increase from the previous contractor compensation rates. The current year CPI is 3.5%. The City has the option to renew the Agreement for one additional one-year term.

Attachment:

1. Agreement Amendment

CITY OF ALISO VIEJO

FIRST AMENDMENT TO
LANDSCAPE MAINTENANCE SERVICES

1. PARTIES AND DATE.

This First Amendment to the **Professional Services Agreement for Landscape 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 **Nieves Landscape, 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 Landscape 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 to increase the total compensation under the Agreement by Two Hundred Thousand Dollars ($200,000.00).

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 **Eight Hundred Ninety Thousand Dollars ($890,000.00)** 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 LANDSCAPE MAINTENANCE SERVICES BETWEEN THE CITY OF ALISO VIEJO AND NIEVES LANDSCAPE, 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

NIEVES LANDSCAPE, 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 LANDSCAPE MAINTENANCE SERVICES

SCOPE OF SERVICES

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

EXHIBIT "B"
TO FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

COMPENSATION

See attached.

City Hall				Unit Cost	Total Cost	Annual
1	12	Mo	Landscape Maint	$ 298.08	$ 3,576.96	
2	12	Mo	Facility Maint	$ 87.98	$ 1,055.70	
3	1	LS	Tree Trimming	$ 397.44	$ 397.44	
4	52	Ea	Irrigation Maint	$ 65.21	$ 3,390.66	
						$ 8,420.76
Iglesia Park				Unit Cost	Total Cost	
5	42	Ea	Turf mow	$ 193.55	$ 8,128.89	
6	52	Ea	Priority turf mow	$ 330.17	$ 17,168.58	
7	42	Ea	Turf edge	$ 37.26	$ 1,564.92	
8	52	Ea	Priority turf edge	$ 24.84	$ 1,291.68	
9	12	Mo	Landscape Maint	$ 633.42	$ 7,601.04	
10	12	Mo	Facility Maint	$ 395.37	$ 4,744.44	
11	12	Mo	Turf Maint	$ 605.48	$ 7,265.70	
12	1	Ea	Temp CL Fence	$ 2,059.65	$ 2,059.65	
13	1	Ea	De-thatch	$ 2,556.45	$ 2,556.45	
14	1	Ea	Aeration	$ 1,009.13	$ 1,009.13	
15	1	Ea	Temp CL Fence	N/A	N/A	
16	1	LS	Tree Trimming	$ 794.88	$ 794.88	
17	75,000	SF	Over-seed/ Topdress	$ 0.1294	$ 9,703.13	
18	52	Ea	Irrigation Maint	$ 326.03	$ 16,953.30	
19	12	Mo	Pest & Rodent	$ 348.80	$ 4,185.54	
						$ 85,027.32
AQ Center, AV Center, Vista Park				Unit Cost	Total Cost	
18	52	Ea	Priority turf mow	$ 189.41	$ 9,849.06	
19	52	Ea	Priority turf edge	$ 57.96	$ 3,013.92	
20	12	Mo	Landscape Maint	$ 670.68	$ 8,048.16	
21	12	Mo	Facility Maint	$ 571.32	$ 6,855.84	
22	12	Mo	Turf Maint	$ 199.76	$ 2,397.06	
23	1	Ea	Aeration	$ 333.27	$ 333.27	
24	1	Ea	De-thatch	$ 845.60	$ 845.60	
25	1	LS	Tree Trimming	$ 794.88	$ 794.88	
26	10,000	SF	Over-seed/ Topdress	$ 0.0424	$ 424.35	
27	52	Ea	Irrigation Maint	$ 195.62	$ 10,171.98	
						$ 42,734.12
AV Ranch				Unit Cost	Total Cost	
28	52	Ea	Priority turf mow	$ 85.91	$ 4,467.06	
29	52	Ea	Priority turf edge	$ 38.30	$ 1,991.34	
30	12	Mo	Landscape Maint	$ 484.38	$ 5,812.56	
31	12	Mo	Facility Maint	$ 395.37	$ 4,744.44	
32	12	Mo	Turf Maint	$ 91.08	$ 1,092.96	
33	1	Ea	Aeration	$ 152.15	$ 152.15	
34	1	Ea	De-thatch	$ 385.02	$ 385.02	
35	1	LS	Tree Trimming	$ 794.88	$ 794.88	
36	5,000	SF	Over-seed/ Topdress	$ 0.0424	$ 212.18	
37	52	Ea	Irrigation Maint	$ 162.50	$ 8,449.74	
						$ 28,102.32
Medians				Unit Cost	Total Cost	
38	12	Mo	Landscape Maint	$ 335.34	$ 4,024.08	
39	12	Mo	Facility Maint	$ 43.47	$ 521.64	
40	1	LS	Tree Trimming	$ 1,589.76	$ 1,589.76	
41	52	Ea	Irrigation Maint	$ 260.82	$ 13,562.64	
						$ 19,698.12
						$ 183,982.64 Annual Total

		Monthly	
City Hall	$	701.73	
Iglesia Park	$	7,085.61	
AV Center	$	1,551.79	
Aquatic Center	$	944.42	
Vista Park	$	1,064.97	
AV Ranch	$	2,341.86	
Medians	$	1,641.51	
	$	15,331.89	Monthly Total

City of Aliso Viejo
AGENDA ITEM

DATE: May 15, 2024

TO: Mayor and City Council

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

SUBJECT: THIRD AMENDMENT TO THE AGREEMENT WITH BEAR ELECTRICAL SOLUTIONS FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

Recommended Actions:

1. Approve a third amendment to the agreement with Bear Electrical Solutions (BES) to perform traffic signal maintenance services that extends the term five years and increases the total compensation under the agreement by $1,000,000 for a total agreement amount of $2,309,000; and

2. Authorize the City Manager to execute the third amendment to the agreement.

Fiscal Impact:

The contractor fee for this work is estimated to be $183,000 annually. This amount covers monthly preventive maintenance and extra work or emergency work items as necessary. 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, 3 flashing beacons and 6 radar speed signs. The traffic signal maintenance scope of work covers monthly preventive maintenance and extra work or emergency work items, as necessary.

Discussion:

A request for proposal (RFP) was issued for traffic signal maintenance services, was advertised on the City website, and was awarded to BES on June 1, 2016, for an initial term of three years. The first amendment to the agreement increased the total compensation on May 16, 2018. The second amendment extended the agreement an additional five years through June 30, 2024, while providing a one-time unit cost adjustment of 5% and locking in BES with these unit prices during the full extension period. This third agreement amendment will increase the total compensation under the agreement by $1,000,000 for a total agreement amount of $2,309,000 and extend the term five years until June 30, 2029. This third agreement amendment will provide a one-

time unit cost adjustment of 2% to the current rates and will lock in BES with these unit prices during the full extension period. The requested 2% increase is below the current year CPI increase of 3.5%. Staff recommends renewing BES at the 2% increase to avoid a potentially higher increase by readvertising the agreement.

Attachment:

1. Agreement Amendment

CITY OF ALISO VIEJO

THIRD AMENDMENT TO
TRAFFIC SIGNAL MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Third Amendment to the **Professional Services Agreement for Traffic Signal Maintenance Services** ("Third Amendment") is entered into on the ____ day of _____, 2024, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and **Bear Electrical Solutions, 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 that certain Agreement for Traffic Signal Maintenance Services dated June 1, 2016 ("Agreement").

2.2 First Amendment. The Parties amended the Agreement in order to increase the total compensation under the Agreement on May 16, 2018.

2.3 Second Amendment. The Parties amended the Agreement in order to renew the Agreement for an additional five-year term and to increase the total compensation under the Agreement by Seven Hundred Fifty Thousand Dollars ($750,000.00) on May 15, 2019.

2.4 Third Amendment. The parties now desire to amend the agreement in order to renew the agreement for an additional five-year term and to increase the total compensation under the Agreement by One Million Dollars ($1,000,000.00).

3. TERMS.

3.1 Term. Section 3.1.2 of this Agreement is hereby amended in its entirety to read as follows:

> "3.1.2 Term. The term of this Agreement shall be from **July 1, 2024 to June 30, 2029**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than one additional two-year term. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

3.2 Compensation.

The total compensation for the Services provided pursuant to the Agreement, the First Amendment, the Second Amendment, and this Third Amendment shall not exceed **Two Million, Three Hundred Nine Thousand Dollars ($2,309,000.00)** without written approval of the City

Manager. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Third 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 Third Amendment.

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

3.6 Counterparts. This Third 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 THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES BETWEEN THE CITY OF ALISO VIEJO AND BEAR ELECTRICAL SOLUTIONS, INC.

IN WITNESS WHEREOF, the parties have executed this Third 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

BEAR ELECTRICAL SOLUTIONS, 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 THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

SCOPE OF SERVICES

The scope of services is to remain unchanged from the original Professional Services Agreement for Traffic Signal Maintenance Services, dated June 1, 2016.

EXHIBIT "B"
TO THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

COMPENSATION

See attached.

EXHIBIT "C" - FEE SCHEDULE (FY 2024-2029)
TRAFFIC SIGNAL MAINTENANCE SERVICES

Contractor's Name: Bear Electrical Solutions, Inc

Routine Maintenance

Item No.	Item Description	Unit Quantity	Unit Price	Total Monthly Price
1	Routine inspection, preventative maintenance and repairs of traffic signal systems, interconnect, safety lights and illuminated street name signs. Per Intersection, Per Month	48	$ 63.19	$ 3,033.07
2	Routine inspection, preventative maintenance and repairs of flashing beacons. Per Location, Per Month	3	$ 21.42	$ 64.26
3	Routine inspection, preventative maintenance, timing adjustment and repairs of radar speed signs. Per Location, Per Month	6	$ 21.42	$ 128.52
nthly Routine Maintenance				$ 3,225.85

Extraordinary Maintenance

Item No.	Item Description	Unit Quantity	Unit Price	Total Monthly Price
1	Replace Red Ball LED	25	$ 96.39	$ 2,409.75
2	Replace Yellow Ball LED	15	$ 96.39	$ 1,445.85
3	Replace Green Ball LED	20	$ 96.39	$ 1,927.80
4	Replace Red Arrow LED	25	$ 101.75	$ 2,543.63
5	Replace Yellow Arrow LED	15	$ 101.75	$ 1,526.18
6	Replace Green Arrow LED	20	$ 101.75	$ 2,034.90
7	Replace Red Programmable Visor LED	5	$ 267.75	$ 1,338.75
8	Replace Yellow Programmable Visor LED	5	$ 267.75	$ 1,338.75
9	Replace Green Programmable Visor LED	5	$ 267.75	$ 1,338.75
10	Installation of 3 Section 12" LED Signal Head	5	$ 535.50	$ 2,677.50
11	Installation of 4 Section 12" LED Signal Head	5	$ 696.15	$ 3,480.75
12	Installation of 5 Section 12" LED Signal Head	5	$ 1,445.85	$ 7,229.25
	Controller, Cabinet & Appurtenances			
1	Installation of New, Fully Wired Type P Cabinet	1	$ 30,885.50	$ 30,885.50
2	Installation of New, NEMA Type TS1 Controller	1	$ 8,005.73	$ 8,005.73
3	Major Upgrade of Existing Cabinet (excluding controller) such as painting, rewiring, & auxilary equipment upgrades	3	$ 1,606.50	$ 4,819.50
4	Type II Service	3	$ 3,640.86	$ 10,922.59
5	Replacement of Detectors as needed	5	$ 128.52	$ 642.60
6	Installation of New Signal Monitor as needed	3	$ 937.13	$ 2,811.38
7	Operation and Certification Testing of New Cabinet and Controllers and Appurtenances (in accordance with State of California testing procedures)	3	$ 1,231.65	$ 3,694.95
8	Annual Conflict Monitor Testing	47	$ 91.04	$ 4,278.65
9	Replacement of Inoperable Conflict Monitors	3	$ 937.13	$ 2,811.38

	Pedestrian Heads & Equipment			
1	Replace Pedestrian Module Kits (countdown only)		$ 241.40	
2	Replace Pedestrian Push Buttons		$ 80.33	
3	Replace Pedestrian Push Button Signage		$ 48.20	
	Painting			
1	Clean, Primer and Repaint Controller Cabinet and Type II Electric Service Cabinet with City Approved Paint Color, Per Intersection	15	$ 642.60	$ 9,639.00
2	Clean, Primer and Repaint Signal Head and Mounting Surfaces with Industry Standard, City Approved Paint Color, Per Head	150	$ 101.75	$ 15,261.75
3	Clean, Primer and Repaint Pedestrian Heads and Framework, Per Intersection	20	$ 101.75	$ 2,034.90
	Detection			
1	Replace Type C Loop including Lead-in and Splicing	5	$ 589.05	$ 2,945.25
2	Replace Type D Loop including Lead-in and Splicing	5	$ 589.05	$ 2,945.25
3	Replace Type E Loop including Lead-in and Splicing	10	$ 589.05	$ 5,890.50
4	Video Detection Camera	1	$ 6,640.20	$ 6,640.20
	Battery Back-up System			
1	Replace Battery Back-up Unit	5	$ 6,986.67	$ 34,933.34
2	Replace Batteries, Per Unit	20	$ 305.24	$ 6,104.70
	Traffic Signs, Safety Lights, ISNS			
1	Installation/Replacement of Traffic Signs on Poles or Mast Arms (sign cost not included)	10	$ 117.81	$ 1,178.10
2	Replace of 6' ISNS Panel	5	$ 267.75	$ 1,338.75
3	Replace of 8' ISNS Panel	5	$ 294.53	$ 1,472.63
4	Replace of Inoperable ISNS Light	15	$ 96.39	$ 1,445.85
5	Replacement of Inoperable Safety Light	15	$ 96.39	$ 1,445.85
	Underground Service Alert			
1	Response to all USA Requests/Notices or at the request of the City for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.	150	$ 214.20	$ 32,130.00

Labor & Equipment Rates

Item No.	Item Description	Regular Time	Overtime
	Labor Rates		
1	Signal Maintenance Superintendent	$ 122.40	$ 214.20
2	Signal Maintenance Technician	$ 112.20	$ 204.00
3	Field Traffic Signalman	$ 112.20	$ 204.00
4	Laborer	$ 53.55	$ 74.97
5	Painter	$ 82.47	$ 110.31

6	Engineering Technician	$ 133.88	$ 198.14
7	Interconnect/Communication Specialist	$ 133.88	$ 198.14
Equipment Rates			
1	Aex Lift (Hydraulic Boom)	$ 38.56	X
2	Pickup Truck	$ 21.42	X
3	Service Truck	$ 26.78	X
4	Service Ladder Truck	N/A	X
5	Boom Ladder Truck (Man Lift)	N/A	X
6	Concrete Saw & Water Truck	$ 144.59	X
7	Compressor with Tools	$ 144.59	X
8	Crane	$ 267.75	X
9	Dump Truck	$ 69.62	X

Material costs for extraordinary maintenance shall be paid to the contractor based upon supplier's invoice price provided to the City plus 15% markup.

City of Aliso Viejo
AGENDA ITEM

DATE: May 15, 2024

TO: Mayor and City Council

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

SUBJECT: AGREEMENT WITH AQUATIC SERVICES, INC. FOR AQUATIC CENTER EQUIPMENT MAINTENANCE SERVICES

Recommended Actions:

1. Award an Agreement to Aquatic Services, Inc. for Aquatic Center Equipment Maintenance Services for an initial term of three years totaling $150,000; and

2. Authorize the City Manager to execute the Agreement for Aquatic Center Equipment Maintenance Services with Aquatic Services, Inc.

Fiscal Impact:

Approximately $150,000 is anticipated to be spent on Aquatic Center Equipment Maintenance services, including any emergency repairs or replacements over the next three years. Annual preventive maintenance costs are estimated to be about $32,400. These costs are included in the FY 2024-25 budget. An additional $14,600 is included in the FY 2024-25 budget for unplanned emergency work. This extra work will require City staff authorization prior to completion. An agreement amount of $150,000 for three years is proposed.

Background:

The Aquatic Center construction was completed in 2009 and opened for its first full season in 2010. During its first six years only minor maintenance and repairs were made to the pool equipment. More significant equipment repairs and replacements were necessary and completed during the next several years and will continue as original or replaced equipment ages. Staff and Premier Aquatics also perform daily inspections or preventive maintenance as required.

An RFP for maintenance services was issued to five companies with three submitting a proposal.

Discussion:

Regular preventative maintenance will help extend the life of the equipment, which has a high replacement cost. Any work recommended outside of the regular maintenance scope will be reviewed by staff and authorized as necessary to keep the pool operating properly.

Staff modified the scope of work from previous agreements to include more frequent (weekly versus monthly) site visits. Proposals were received and reviewed by staff for completeness and cost effectiveness. Monthly costs proposed by the respondents were as follows.

- Waterline - $3,700
- HASA - $3,191
- Aquatic Services - $2,693

Staff is recommending the Council authorize staff to execute a maintenance agreement with Aquatic Services, Inc. in an amount not to exceed $150,000 over three years, which includes both the monthly preventive maintenance and extra work as authorized by staff.

Environmental:

No environmental document is required for maintaining existing facilities.

Attachment:

1. Agreement

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
AQUATIC CENTER EQUIPMENT MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2024, by and between the City of Aliso Viejo, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **Aquatic Service, Inc.** a **Corporation**, with its principal place of business at **32236 Paseo Adelanto Suite A, San Juan Capistrano, CA 92675** ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of professional **Aquatic Center Equipment Maintenance** services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **Aquatic Center Equipment Maintenance** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Aquatic Center Equipment Maintenance.**

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Aquatic Center Equipment Maintenance** services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024** to **June 30, 2027**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS FormW-9) prior to commencement of any Services under this Agreement. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Chase Rodriguez**.

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

3.2.6 Contractor's Representative. Contractor hereby designates **Chase Rodriguez**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to

commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of $1,000,000 each accident.

(c) Contractors Pollution Liability: None

Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of $5 million per loss and $10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(d) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement

and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(e) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Contractor's Pollution Liability shall be endorsed to provide the following:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City

except ten (10) days shall be allowed for non-payment of premium.

(c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Fifty Thousand Dollars ($150,000)** ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance

of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

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

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

Contractor:

Aquatic Services Inc.
32236 Paseo Adelanto Suite A
San Juan Capistrano, CA 92675

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **Kyle Bolender, Public Works Department**

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the

performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give City written notice of Contractor's objection to the City's release of Proprietary Information. Contractor shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Fraud Policy. Contractor shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform Services under this Letter of Agreement. Contractor shall submit to the City a statement signed by an authorized representative for Contractor certifying receipt of the City's Fraud Prevention Policy. A finding by the City that any of Contractor's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Letter of Agreement at City's request and/or termination of this Letter of Agreement. Contractor shall reimburse the City for any costs and expenses associated with fraud against the City.

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

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

3.5.7 Indemnification.

To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or the City, its officials, officers, employees, agents or volunteers.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

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

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

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

3.6 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

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

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

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days.

All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

3.14 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

3.19 Declaration of Political Contributions. Contractor shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Contractor and all of Contractor's employees, including any employee(s) that Contractor intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2024.

CITY OF ALISO VIEJO

By: _____
Mitzi Ortiz
Acting City Manager

Attest:

By: _____
Lauren Torres
Deputy City Clerk

Approved as to Form:

BEST BEST & KRIEGER LLP

By: _____
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By: _____
Ann Eifert
Director of Financial Services

AQUATIC SERVICES, INC

By: _____

Name: _____

Title: _____

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

By: _____

Name: _____

Title: _____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

_____

_____

_____

_____

_____

_____

_____

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"

SCOPE OF SERVICES

SEE ATTACHED PAGE "AQUATIC CENTER MAINTENANCE SERVICES" FOR SCOPE OF SERVICES AND WORK.

EXHIBIT "A"

SCOPE OF WORK
AQUATIC CENTER EQUIPMENT MAINTENANCE SERVICES

A. SCOPE OF WORK

Provide scheduled maintenance of all swimming pools, spa, and splash pad related equipment. Maintain water chemistry through properly operating controllers, pumps, filters, heaters and accessory components to preserve or extend equipment life expectancies. Provide additional on-call service as required.

B. EQUIPMENT MAINTENANCE SCHEDULE

All work detailed below shall be considered routine maintenance. The cost for routine maintenance shall be billed at a fixed monthly rate. Travel time and mileage shall be incidental to the cost of routine maintenance.

1. Lochinvar AQUAS Swimming Pool Heating Systems

Annual maintenance of three (3) FTX850 heaters:

- Monitor and log heater inlet, outlet and delta temperature
- Inspect bypass manifold for leaks
- Remove front panel for inspection and cleaning
- Remove and clean heater blower with compressed air
- Remove and clean burners, re-install with new burner gaskets
- Test relief valves and expansion tank for proper operation
- Drain and fill hydronic loop
- Disassemble heat exchanger and inspect tube bundle
- Complete chemical evaluation to confirm proper water balance
- Provide recommendations for chemical corrections

2. Lochinvar Swimming Pool Heating Systems

Annual maintenance of two (2) ERN402 heaters:

- Monitor and log heater inlet, outlet and delta temperature
- Inspect flame and heat exchanger
- Log system flow rate, influent pressure, and effluent pressure
- Disassemble heater to inspect and clean gas manifolds, upper cabinet and fans
- De-soot and/or clean heat exchanger and inspect for any irregularities
- Clean and inspect the combustion chamber and inspect refractory materials for cracks or irregularities
- Clean burners and reinstall with new gaskets

- Test and set gas manifold pressures and combustion air cabinet pressures
- Inspect bypass manifold
- Test and set inlet water temperature and delta temperature
- Complete chemical evaluation to confirm proper water balance
- Provide recommendations for chemical corrections
- Replace flame rod and burner gaskets

3. Delta UV System

Annual maintenance of one (1) HDPE 58-HO system:

- Isolation of the UV chamber and removal of the safety lid, and quartz sleeve assembly
- Replace the UV lamp, quart sleeves and O-rings
- Clean UV sensor sight glass as needed
- Verify proper electrical connections of the UV lamps
- Reassemble the unit, checking for watertight connections at the housings
- Bleed air from the system
- Startup power

4. EKO³ High Rate Filtration Systems

Maintenance of one (1) EKO-42-200-2 (2-tank) and one (1) EKO-42-200-1 (1-tank) system:

- Backwash filtration system and review backwash performance to confirm proper operation and efficiency (as-needed)
- Monitor and log filtration, influent & effluent pressure (weekly)
- Monitor and log filtration flowrate (weekly)

5. Triton Filtration Systems

Maintenance of one (1) TR100-C (1-tank) system and two (2) TR140-C (2-tank) system:

- Backwash filtration system and review backwash performance to confirm proper operation and efficiency (as-needed)
- Monitor and log filtration, influent & effluent pressures (weekly)
- Monitor and log filtration flowrates (weekly)

6. BECS Chemical Control Systems

Maintenance of three (3) BECSys5 and two (2) BECSys7 controllers:

- Test operation of the safety flow switch (Monthly)
- Clean sensors (qrtly)

- Complete chemical evaluation to confirm proper water balance utilizing both Saturation Index and Ryznar Index (weekly)
- Provide recommendations to make chemical corrections (as-needed)

Annual maintenance of three (3) BECSys5 and two (2) BECSys7 controllers:

- Two-point controller calibration

7. Stenner Chemical Feed Systems

Maintenance of ten (10) pumps:

- Remove and clean chlorine injector to remove any calcification or buildup (weekly)
- Disassemble pump roller assembly for cleaning and feed tube replacement (Bi-annual)
- Inspect suction and discharge tubing (weekly)
- Fine-tune chemical output to maintain chemical balance (as-needed)

Annual maintenance of ten (10) pumps:

- Replace chemical suction and discharge tubing and connection kits (annual)

C. EXTRAORDINARY WORK

Any required labor, part or equipment not included in the scheduled maintenance items shall be considered extraordinary work. Contractor shall provide a detailed proposal indicating the work effort required and associated costs to the City for approval prior to commencing any work.

D. ON-CALL SERVICES

The Contractor shall be available for emergency troubleshooting and/or repairs should any of the listed equipment unexpectedly fail. These services shall be billed at the contract rate for On-Call Service plus parts and equipment if they are not already included in the anticipated parts list. Reasonably justified travel time and mileage may be an approved cost of on-call services.

EXHIBIT "B"

SCHEDULE OF SERVICES

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2027 through June 30, 2028. The second renewal period shall be from July 1, 2028 through June 30, 2029.

EXHIBIT "C"

COMPENSATION

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

See attached on next page for vendor provided estimate.

EXHIBIT "C"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. **Routine Maintenance Fixed Monthly Rate** $2,693.00

2. **Alternate Routine Maintenance Rates (If Selected)**

   a. **Alternate Fixed Monthly Rate** $_____

   b. **Annual Anticipated Parts Cost** $_____

3. **On-Call Services**

   a. **Hourly Rate** $200.00*

   b. **Hourly OT Rate** $250.00*

4. **Reimbursable Expenses.**

   a. **On-Call Services Mileage – Current Federal Reimbursement Rate****

   b. **Extraordinary Parts and Equipment – Actual Cost Plus 10% Overhead**

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

* - all labor quoted at Prevailing Wage to comply with DIR Requirements for publicly funded work

** - mileage reimbursement from warehouse located in San Juan Capistrano, CA for repair work

*** - extraordinary parts to be quoted prior to repairs unless an emergency service as requested by customer

Aquatic Service, Inc.
CA C53, C61/D35 - 808306
DIR #1000670735

Chase Rodriguez – Business Development Manager

City of Aliso Viejo
AGENDA ITEM

DATE: May 15, 2024

TO: Mayor and City Council

FROM: Isaac Aziz, IT Manager

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH WESTERN AUDIO VISUAL FOR AUDIO/VISUAL HARDWARE COVERAGE AND SUPPORT SERVICES

Recommended Action:

Approve and authorize the City Manager to execute a professional services agreement with Western Audio Visual in the amount of $59,000 for a three-year hardware warranty and ongoing system support for audio/visual equipment at the Council Chambers, Aliso Viejo Center, and Aliso Viejo Ranch.

Fiscal Impact:

The proposed expenditure of $59,000 for this agreement falls within the IT Department's allocated budget for audio/visual support over the next three years which includes funding sources from the general fund, PEG fees, and the Aliso Viejo Center.

Background:

Audio/visual technology plays a pivotal role in facilitating effective communication during City Council meetings and public engagements, enabling both in-person and remote participation. Over the years, our facilities at the Aliso Viejo Center, Aliso Viejo Ranch, and City Hall Council Chambers have been equipped with advanced audio/visual systems that are essential for our operations.

Discussion:

Western Audio Visual has been instrumental in the design, installation, and maintenance of our audio/visual systems across multiple city locations. Their expertise not only ensures optimal functionality but also enhances the longevity of our audio/visual equipment.

This agreement with Western Audio Visual will allow us to continue receiving high-quality support and maintenance from a provider intimately familiar with our specific systems.

This continuity is crucial for maintaining system integrity and performance, ensuring that our audio/visual capabilities remain robust and effective.

Attachment:

1. Agreement

2. Scope of Services

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
AUDIO VIDEO MAINTENANCE

1. PARTIES AND DATE.

This Agreement is made and entered into this **15th day of May 2024**, by and between the City of Aliso Viejo, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **Western Audio Visual**, with its principal place of business at **1592 N. Batavia St., Orange, CA 92687** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Audio Video Maintenance** consultant services necessary for the Project ("Services"). The Services are more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **April 4, 2024 to June 30**, **2027**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS FormW-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. 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: **Kevin Mahkorn**.

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

3.2.6 Consultant's Representative. Consultant hereby designates **Kevin Mahkorn**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall

be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the

indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of $1,000,000 each accident.

(c) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (c) Professional Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(c) The policy or policies of insurance required by Section 3.2.10.2 (d) Workers' Compensation shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are

necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total compensation shall not exceed **Fifty Nine Thousand Dollars ($59,000)** ("Total Compensation including 10% contingency") without written approval of the **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

Consultant:

Western Audio Visual
1592 N. Batavia
Orange, CA 92687
Attn: Kevin Mahkorn

City:

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

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any

legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Fraud Policy. Consultant shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform Services under this Letter of Agreement. Consultant shall submit to the City a statement signed by an authorized representative for Consultant certifying receipt of the City's Fraud Prevention Policy. A finding by the City that any of Consultant's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Letter of Agreement at City's request and/or termination of this Letter of Agreement. Consultant shall reimburse the City for any costs and expenses associated with fraud against the City.

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

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

3.5.7 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of 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 damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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

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

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

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

3.8 Assignment or Transfer. 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.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to 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.

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

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

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

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

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 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.

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

3.17 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.

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

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 4th day of April 2024.

CITY OF ALISO VIEJO

By:_____
Mitzi Ortiz
City Manager

ATTEST:

By:_____
Lauren Torres
Deputy City Clerk

APPROVED AS TO FORM:

By:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET:

By:

_____
Ann Eifert
Director of Financial Services

Western Audio Visual

By:_____
Kevin Mahkorn
Service Manager

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

By:

_____

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"

SCOPE OF SERVICES

EXHIBIT "B"

PAYMENT SCHEDULE

The Extended Warranty & Maintenance agreement has payment terms of 100% due per year at the beginning of each year, Net 30. Each additional year will be invoiced after the expiration of the previous year with the same 100% due, NET 30 terms.

Term:	Amount:	Due Date:
Year 1 Execution of Contract	$13,325	May 15, 2024
Year 2	$13,325	May 15, 2025
Year 3	$13,325	May 15, 2026

EXHIBIT "A"
SCOPE OF SERVICES

Please see the scope below for a complete list of services

WESTERN AUDIO VISUAL

Service Plus

1592 N. BATAVIA ST ORANGE, CA 92687 PHONE: (714) 637-7272 FAX: (714) 637-7330

Owner & Contract Holder:
City of Aliso Viejo

-Council Chambers
-Conference Center
-The Ranch Community Center

Equipment Location:
12 Journey Suite 100 Aliso Viejo,CA 92656
100 Park Ave Aliso Viejo, CA 92656

Contact:
Isaac Aziz
949-425-2593
Iaziz@cityofalisoviejo.com

Billing Address:
12 Journey Suite 100 Aliso Viejo,CA 92656

Billing Terms:
Agreement Premium: $13,235 per year
Effective Date: 4/1/2024-3/31/2025
100% due upon acceptance, NET 30.

EXTENDED WARRANTY PLANS

SERVICE PLUS BENE

PROACTIVE PREVENTATIVE MAINTENANCE VISITS	UP TO FOUR (4) VISITS PER YEAR
EMAIL & TELEPHONE RESPONSETIMES (PRINCIPLE PERIOD OF MAINTENANCE**)	RESPONSE WITHIN FOUR (4) HOURS
TELEPHONE TECHNICAL SUPPORT (PRINCIPLE PERIOD OF MAINTENANCE**)	INCLUDED
ON-SITE TECHNICAL SUPPORT RESPONSES (PRINCIPLE PERIOD OF MAINTENANCE***)	12 BUSINESS HOURS
ON-SITE TECHNICAL SUPPORT RESPONSES (NON-PRINCIPLE PERIOD OF MAINTENANCE***)	$120.00 PER TECH/HOUR, 3-HOUR MINIMUM, $180.00 AFTER HOURS, $240.00 SAT. & SUN.
COMPLETE EQUIPMENTREPAIR AND/OR REPLACEMENT	INCLUDED
GROUND SHIPMENT	INCLUDED
EXPEDITED SHIPMENT MANUFACTURER	ACTUAL COST
SOFTWARE UPDATES/UPGRADES OPTIONALUSER	INCLUDED
SYSTEMTRAINING	INCLUDED, TWO (2) SESSIONS
PRIORITY SERVICE STATUS	INCLUDED
MANUFACTURERREPAIR CASE MANAGEMENT	INCLUDED
SYSTEMS OPERATOR	$95.00 PER TECH/HOUR
LABOR FOR PROJECTOR LAMP REPLACEMENT	INCLUDED
DISCOUNTED PURCHASE ON PROJECTOR L AM P S	15% Discount

I. COVERAGE

Western Audio Visual, upon the receipt and acceptance of YOUR application, will repair or arrange for the repair of YOUR COVERED EQUIPMENT as necessary when such repair is due to a MECHANICAL OR ELECTRONIC BREAKDOWN OR FAILURE during the CONTRACT PERIOD. WAV agreement is subject to the satisfaction of all terms and conditions of this CONTRACT. All repairs and replacements will be with new or remanufactured parts and components as decided by Western Audio Visual.

II. WHAT IS COVERED

A. Parts Repair/Replacement: All parts for the COVERED EQUIPMENT are covered by this CONTRACT except as excluded by Article IV of this CONTRACT.

B. Labor for Repair: All labor for repairs of COVERED EQUIPMENT is covered under this CONTRACT, except as excluded by Article IV of this CONTRACT.

On-site service hours for this CONTRACT are from 8:00 a.m. to 5:00 p.m. PST Monday through Friday. We will provide on-site labor within 12 hours from the time of the original service call. Work must begin and end within these on-site service hours or telephone support hours, based on the service being provided. Work, which is performed outside these hours, is billable at $180.00 per hour, door-to-door Monday through Friday and $240.00 per hour Saturday and Sunday. By entering into this CONTRACT YOU agree to allow US to bill for On-site service provided outside On-site service hours and Telephone Support provided outside Telephone support hours at the corresponding rates as shown in this section. WE will request a purchase order or other form of payment guarantee for these billable services. If no payment guarantee is forwarded to US within seven days of OUR request, WE will bill YOU for this work without a payment guarantee and YOU agree to pay for these services without issuance by YOU of a payment guarantee.

C. Transportation of Partsand Equipment: WEwill pay for transportation of COVEREDEQUIPMENT from theEQUIPMENT LOCATION to OUR shop for repair. WE will pay transportation of equipment from the EQUIPMENT LOCATION or OUR shop to the manufacturer, if manufacturer repair is required. WE will pay for transportation of parts and components ordered in connection with servicing of the COVERED EQUIPMENT. Transportation will be provided by OUR staff or by commercial carrier. If shipped by commercial carrier, it will be shipped for two-day delivery. Expedited delivery is also available, upon request. If YOU wish to have the parts expedited, YOU agree to be billed for the cost difference between the two-day delivery and the expedited delivery.

D. Preventive Maintenance: This CONTRACT includes four preventive maintenance calls per year. A preventive maintenance call is defined as a field technician visiting the EQUIPMENT LOCATION to verify proper operation of the COVERED EQUIPMENT, install any factory provided hardware updates, cleaning the heads of tape decks, returning the equipment controls to the predetermined operating levels, converging video projectors for previously established input sources, clean filters and optics of projectors, reloading existing system operating software (if required), and correcting operating conditions that are not within industry standards for operation.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair or correction cannot be accomplished during the preventive maintenance call, another repair call will scheduled to correct the noted condition.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair is not covered by this CONTRACT as noted in Article IV, WE will forward to YOU, either in written form or verbally, a description of the condition and a cost to repair.

E. Loaner Equipment: If service provided under this CONTRACT cannot bring certain types of equipment to satisfactory operating condition within four (4) working days, a loaner unit of comparable functionality will be provided at YOUR request. Loaner equipment will be provided for the following categories of equipment: Video projectors, computer interfaces, and videocassette recorders. Loaner equipment will only be provided within the limits of OUR non-allocated inventory. Loaner equipment will be provided at no cost to YOU. Loaner equipment may not be an exact match to your existing equipment and may not be compatible with YOUR mounting systems or

integrated remote control systems or other components of the system. This CONTRACT does not provide for services mounting or connecting non-compatible loaner equipment to YOUR COVERED EQUIPMENT. Portable systems from OUR inventory shall be considered acceptable substitutes as loaner equipment. CRT based video projectors, LCD based video projectors, DLP based video projectors and LCD light valve video projectors shall be considered interchangeable as loaner equipment. YOU agree to be liable for the repair or replacement cost of the loaner unit due to loss or damage while the loaner equipment is in YOUR possession.

III. YOUR OBLIGATIONS DURING THE CONTRACT

A. Equipment Maintenance and Alteration: YOU must provide US with unrestricted access to the COVERED EQUIPMENT for scheduled preventive maintenance visits. YOU may not alter the wiring interconnections of COVERED EQUIPMENT. YOU may not alter or modify the COVERED EQUIPMENT. YOU may not alter, repair or modify the COVERED EQUIPMENT except as expressly directed by OUR service personnel. YOU must operate the equipment as detailed in the user operations manual provided by the manufacturer with the COVERED EQUIPMENT. YOU may not add equipment,components,wiring or otherparts to the COVERED EQUIPMENT without written notification to and acceptance by US.

B. In the Event of the Failure of a Covered Component:

1. YOU must call us at 866-346-9283 or 714-637-7272. YOU must provide US with the Service Contract Number or the model of the equipment in need of service and the nature of the problem.

2. YOU must give US access to all COVERED EQUIPMENT at a time within the following 24 hours that is mutually agreeable to both YOU and US and is during OUR on-site service hours. If such a time cannot be mutually agreed upon, WE will schedule a service call to YOUR EQUIPMENT LOCATION at the first available time beyond the 24 hour period during the on-site service hours.

3. YOU must allow US complete and unrestricted access to the COVERED EQUIPMENT during OUR service call for a length of time as required torepairthe COVEREDEQUIPMENT. YOUmustallocateenoughtimewiththeCOVEREDEQUIPMENT totroubleshoot,diagnose, and repairthe COVERED EQUIPMENT.

IV. WHAT IS NOT COVERED

A. Parts other than the COVERED EQUIPMENT; projection screens and projection screen control devices; knobs; lamps; bulbs; trim; trim parts; cabinetry; cathode ray tubes (CRT's); ILA optical units, DMD optical units; DLP//LCD optical units; LCD/Plasma screen panels; or batteries. Such parts will be provided to YOU at a 15% discount from OUR published price;

B. Failure due to or caused by fire, failure as a result of utility services, failure as a result of poor, unconditioned or fluctuating electrical power, or natural and environmental causes such as earthquake, tornado, lightning, corrosion, flood, or other acts of God, or other causes beyondOUR reasonablecontrol.

C. Failure caused by abuse, misuse, or negligence, or previously installed or used equipment which is not in good operating condition;

D. Any actual, consequential or incidental damages incurred or suffered by YOU, directly or indirectly, or for economic loss, including, but not limited to inconvenience, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever, even Western has been advised of the possibility thereof;

E. Service required to diagnose YOUR complaint, failure or perceived failure if no mechanical or electrical failure was found, or was due to YOUR inability to properly operate the COVERED EQUIPMENT;

F. Video projector convergence problems caused by normal electronic fluctuations which occur between scheduled preventive maintenance;

G. Control system or other software programming changes to facilitate control functions not available at the commencement of the CONTRACT.

H. Failures or faults caused by structural, mechanical, electrical, or plumbing systems or devices not installed by US and not specifically covered under this CONTRACT.

I. Inability of the Covered Equipment, due to the manufacturing design of a product or products or the integration of the system, to perform in a manner other than for what it was designed.

K. Convergence of video to a multisynchronus display device (i.e., video projector, video monitor, etc.) other than those that were converged for at the start of the CONTRACT. Refer to the schedule of converged sources at the end of this contract for covered convergences.

L. Any condition that existed prior to the start date of this CONTRACT that would have been obvious during a pre-inspection of the Covered Equipment.

M. Repairs prohibited by statute, governmental regulation, or any other law.

O. Videoconferencing equipment & software warranties & upgrades (Polycom,Tandberg, Lifesize,Cisco, etc.)

P. Owner furnished equipment

V. TRANSFER OF CONTRACT

This CONTRACT may not be transferred to any other party without the express written consent of Western Audio Visual and the payment of a transfer fee equal to not less than ten percent (10%) of the premium amount. Western Audio Visual may, at its sole discretion choose to accept the transfer or to terminate the CONTRACT.

VI. COMMENCEMENT, EXPIRATION, RENEWAL & CANCELLATION OF CONTRACT

A. On or before thirty (30) days following the start date of the CONTRACT:

1. YOU may cancel this CONTRACT and receive refund of the full premium if no benefits have been received or if no service calls or telephone support has been provided to YOU by US.
2. If benefits have been received or if service calls or telephone support has been provided by US, YOU may cancel this CONTRACT for a refund less the cost of the service performed, based on OUR published rate schedule.

B. After thirty (30) days following the start date of the CONTRACT, YOU may cancel this CONTRACT. The refund shall be a proration based upon the time expired on the CONTRACT calculated to the start of the month following the notice of cancellation. All cancellations after thirty (30) days are subject to a cancellation fee of ten percent (10%) of the refund amount. To cancel this CONTRACT, YOU must submit a notice of cancellation in writing and return the complete CONTRACT to US. WE will then issue a check for the refund amount.

C. If the COVERED EQUIPMENT is not new and was not provided, installed or serviced by US, WE reserve the right to inspect the equipment within thirty (30) days of the commencement of this CONTRACT to determine if WE wish to provide the services covered in this CONTRACT. If WE determine that the equipment is not operating correctly, properly, or requires service to bring the equipment to good operating condition, WE will forward an estimate to YOU regarding the cost of such service. This service is not covered by this CONTRACT. If YOU decline to have US perform the work required to bring the COVERED EQUIPMENT up to good operating condition within fourteen (14) days of the date of the estimate, WE may, at OUR sole option, refund the full amount of the premium and cancel this CONTRACT.

D. WE may cancel this CONTRACT at any time for non-payment of the premium or if YOU do not meet YOUR obligations under Article III. If YOU do not meet YOUR obligations under Article III or do not pay the premium within thirty (30) days of OUR invoice, WE have the right to cancel this CONTRACT upon forwarding written notice to YOU. In the event of cancellation due to non-payment, YOU agree to be liable for the full cost of services and parts provided to YOU at the rates published in OUR most current rate schedule. In the event that YOU do not meet YOUR obligations under Article III, we will provide a portioned refund based on the time expired on the CONTRACT.

E. The CONTRACT shall commence upon the receipt of a purchase order or other acceptable payment guarantee, or on the date identified on the first page of this CONTRACT, whichever is later. No CONTRACT on the COVERED EQUIPMENT work may be performed prior to the commencement of the CONTRACT.

F. TheCONTRACTshallrenew365days afterthedate of commencement. Repairwork on theCOVEREDEQUIPMENTwhichwas begunprior tothe expirationofthe CONTRACTshallbecompletedbyUS.

G. ThisCONTRACTshallautomaticallyrenew. EitherYOUorWEmaydeclinetoenterintoa newcontract.

VII. DEFINITIONS

The words listed below have the following meanings in this CONTRACT:

COVERED EQUIPMENT

Means the equipment for which WE will provide service, as listed on the first page of this CONTRACT.

CONTRACT

Means this Service CONTRACT which specifies, among other things, YOURCoverage,the CONTRACTPERIOD, theCovered Equipment.

YOU, YOUR(S) City of Aliso Viejo

ELECTRONIC OR MECHANICAL FAILURE AND BREAKDOWN

Means the inability of a properly maintained and operated piece of COVEREDEQUIPMENT to performthefunction(s)forwhich it was designed, due solely to defects in material or faulty workmanship. Without limitation,ElectronicorMechanical Breakdown and Failure does not include damage due to negligence,caused by accident,or the gradual reduction in performance due to wear and tear.

CONTRACT PERIOD

Means the period which begins on the date shown on page one of this agreement, or the receipt by us of an acceptable payment guarantee and ends on the expiration of the time limitation as set forth in this CONTRACT.

WE, US, OUR(S)

Means Western Audio Visual

This CONTRACT is not a manufacturer's warranty or an extension of a manufacturer's warranty. This Service CONTRACT may provide duplicate coverage while manufacturer's warranties are in force. This CONTRACT is not an express, implied or general warranty and is not a condition of the purchase of the COVERED EQUIPMENT.

Council Chambers

Quantity	Manufacturer	Model	Description
			Video Presentation Screens
2	Viewsonic	CDE6520-W	65" 4K Ultra HD Commercial Display, 450 nits
1	Viewsonic	CDE5010	50" 4K Ultra HD Commercial Display, 450 nits
1	Chief	MFQUB	Medium Confidence Monitor Cart 2', black
2			***Existing Ceiling Mount for 65" Displays***
3	Crestron	DM-NVX-360	DM NVX® 4K60 4:4:4 HDR Network AV Decoder
			Council Member Displays
7	Planar		22" Touch Monitor w/ kickstand (5 at Dais, 5 at Staff Positions)
1	Crestron	DM-NVX-D30	DM NVX® 4K60 4:4:4 HDR Network AV Decoder
1	Crestron	HD-DA8-4KZ-E	1:8 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support (Dais Video Distribution)
			Video Source Inputs, Distribution and Routing
8	Crestron	DM-NVX-E30	DM NVX® 4K60 4:4:4 HDR Network AV Encoder (Lectern, Staff #1, Staff #2, Main Dais x3, Barco & Doc Cam)
1	Crestron	DM-NVX-E30C	DM NVX™ 4K60 4:4:4 HDR Network AV Encoder Card (Broadcast Feed)
1	Crestron	DM-NVX-D30C	DM NVX™ 4K60 4:4:4 HDR Network AV Decoder Card (Presentation Feed to Broadcast and Audio De-Embedder)
1	Crestron	DMF-CI-8	DigitalMedia™ Card Chassis
1	Crestron	DM-XIO-DIR-80	DM XiO Director™ Virtual Switching Appliance for 80 Endpoints
			SYSTEM SOURCES
			Lectern
			Staff Desk #1
			Staff Desk #2
			Main Dais (x3)
			Broadcast Feed
1	Barco	CSE-200+	Wireless Presentation Gateway (Connect to HDMI at Staff Desk or Dais)
1	Wolfvision	VZ-3neo	Document Camera
			Sound Reinforcement System

14	Shure	MX418/C	Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mount, Snap-Fit Foam Windscreen (7 Dais, 3 Staff #1, 3 Staff #2, Lectern)
13	Clock Audio	TS003	Touch Sensitive Mute Switch w/ LED Indicators
1	Biamp	TesiraFORTÉ DAN VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface
1	Biamp	TesiraFORTÉ DAN CI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, and AEC technology (all 12 inputs)
3	Biamp	Tesira EX-LOGIC	PoE controller with 16 logic GPIO
7	RDL	DB-PSP1	Decora-Style Active Loudspeaker, Black
7	RDL	PS-24AS	24 Vdc Switching Power Supply
7	RDL	DC-1B	Single Desktop or Wall Mounted Chassis for Decora® Remote Controls and Panels - black
1	Shure	MXWAPT4	4-Channel Access Point Transceiver
1	Shure	MXWNCS4	4-Channel Networked Charging Station
4	Shure	MXW2/BETA58	Handheld Transmitter with BETA58® Microphone (Includes one SB902 Battery)
			Existing Ceiling Speakers and Amplifier

			Hearing Impaired System
1	**Listen Technologies**		***Reuse Existing ALS System***

			Control System
1	Crestron	CP3N	3-Series Control System®
1	Crestron	DGE-100	Digital Graphics Engine 100 (Touchscreen)
1	Crestron		***Xpanel Control from Broadcast Control Room (Included in Programming)***
1	HP	E230T	24" Micro Edge Monitor w/ USB Touch (Clerks Touchscreen)
1	Ergotron	45-241-026	LX Series Monitor Arm

1	Cisco	SG350-52MP-K9-NA	350 Series 52-Port PoE+ Managed Gigabit Ethernet Switch
1	**DSAN**		***Existing Timer System***
			Production Video Systems
6	**Panasonic**	**AW-HE130**	**P/T/Z Camera *(Existing)***
1	**Panasonic**	**AW-RP150**	**Camera Controller *(Existing)***
1	**Blackmagic Design**		**ATEM 1 M/E Production Studio 4K *(Existing)***
1	**Blackmagic Design**		**ATEM Advanced Control Panel *(Existing)***
1	**Blackmagic Design**		**Teranex AV for SDI Downconversion *(Existing)***
1	Blackmagic Design	VHUBSMTCS6G1212	Smart Videohub CleanSwitch 12 x 12 6G-SDI
1	Samsung	QM43R	43" UHD LED Display (MultiView)
2	Viewsonic	VA2259-SMH	22" 16:9 IPS Monitor (Engineering PC)
1	Ergotron	45-245-224	Mounting Arm for Monitor - Matte Black - 2 Display(s) Supported27" Screen Support - 39.90 lb Load Capacity ((Engineering PC Monitors)
1	Chief	TS325TU	Medium THINSTALL Dual Swing Arm Wall Display Mount (Muliview)
1	Chief	FHB5147	Universal Flat Panel Mount Hardware kit
1	HP	20J44UT#ABA	Windows 10 Pro 64; 10th Generation Intel® Core™ i7 processor; 8 GB memory; 256 GB SSD storage; Intel® UHD Graphics 630 **(ENGINEERING PC)**
1	**OFE**		***Adobe - Creatvie Cloud - Photoshop and Premier Pro CS for Lower Third Graphics and Video Editing (Subscription, Must be Provided by Customer)***
2	HP	2B0E2UT#ABA	*Windows 10 Pro 64, 11th Generation Intel® Core™ i7 processor; 16 GB memory; 512 GB SSD storage with 32 GB Intel® Optane™ memory H10" after; 15.6" diagonal FHD display; Intel® Iris® Xᵉ Graphics*
1	Tightrope Media Systems	CBL-VIOLITE-600	2 channel configurable 1x1 or 0x2 SD/HD SDI encode/decode, multi-format server with 8TB of storage in a 1 RU chassis. Selectable SD or HD SDI with embedded audio. Pulls in RTP, RTMP and HLS streams. Includes Cablecast Automation, Video and CG server Software. Cablecast CG Player Software is optional. Includes graphics, crawl, bug, bug text on output. 3 year hardware warranty and 2 hours of installation support and training within first year.

1	Tightrope Media Systems	CBL-CGPLAYER-LIC	Cablecast CG bulletin board software for installation in Cablecast VIO video servers. All bulletin board features and native integration with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins, updated dynamically throughout the day. Includes 1 hour of remote installation support.
2	Blackmagic Design	CONVMUDCSTD/HD	Mini Converter UpDownCross HD
1	Blackmagic Design	BDLKWEBPTR	Web Presenter
1	Blackmagic Design	CONVNTRM/YA/SMTPN	Teranex Mini Smart Panel
1	Blackmagic Design	CONVNTRM/YA/RSH	Teranex Mini Rack Shelf
1	Blackmagic Design	CONVCMIC/SH03G/WPSU	Micro Converter SDI to HDMI 3G (with Power Supply)
1	AJA	Helo	H.264 Streamer & Recorder
1	Sandisk	SDSDXPK-064G-ANCIN	64GB Extreme PRO UHS-II SDXC Memory Card
2	Kramer	VM-80VN	1:8 Composite Video Distribution Amplifier
1	Kramer	VM-50AN	1:5 Balanced & Unbalanced Stereo Audio Distribution Amplifier
1	Omnirax	OMNI-B	OmniDesk Audio / Video Workstation (Black Melamine)
2	Middle Atlantic	UPS-1000R	Premium Series UPSRackmount Power, 8 Outlet, 1000VA/750W
			Voting System
1	Crestron	DGE-100	Voting Results Server
1	Crestron	DM-NVX-E30C	DM NVX™ 4K60 4:4:4 HDR Network AV Encoder Card (Voting Results Server)
1	Crestron	TSW-760-B-S	7 in. Touch Screen, Black Smooth (Mayor's Position)
1	Crestron	TSW-760-TTK-B-S	Tabletop Kit for TSW-760 and TSS-7, Black Smooth
6	Crestron	TSW-560-B-S	5 in. Touch Screen, Black Smooth (6 Dais Positions)
6	Crestron	TSW-560-TTK-B-S	Tabletop Kit for TSW-560, Black Smooth

The Ranch Community Center

Main Hall

Quantity	Manufacturer	Model	Description
			Display System
4	Viewsonic	CDE8620-W	86IN 4K UHD COMMERCIAL DISPLAY MNTR

2	Samsung	QN65Q60TAFXZA	64.5" Smart LED-LCD TV - 4K UHDTV - Titan Gray - Quantum Dot LED Backlight - Bixby, Google Assistant, Alexa Supported - 3840 x 2160 Resolution QUANTUM HDR & UHD 4K PROCESSOR
4	Chief	XTM1U	X-Large Fusion Micro-Adjustable Tilt Wall Mount
2	Chief	MTM1U	Medium Fusion Micro-Adjustable Tilt Wall Mount
			Signal Distribution and Switching System
8	Crestron	DM-NVX-E760C	DM NVX® 4K60 4:4:4 HDR Network AV Encoder Card with DM® Input
4	Crestron	DM-NVX-360	DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder (Decoders)
1	Crestron	DMF-CI-8	DigitalMedia™ Card Chassis for DM-NVX-C & DMCF, 8 Slots
8	Crestron	HD-TX-101-C-1G-E-B-T	DM Lite® Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, Black Textured (2 Per Room, Floor Boxes)
1	Netgear	GSM4248P-100NAS	Netgear AV Line M4250 GSM4248P 40-Port Gigabit PoE+ Compliant Managed AV Switch with SFP (480W)
2	Apple	MXGY2LL/A	Apple TV 4K (32GB, 2021)
4	Custom		HDMI Input Plate (Near Display)
1	Barco	R9861520NA	CSE200 Wireless Presenation Gateway (Shared Between Rooms)
			Audio System
16	JBL	CONTROL 28-1	8" 2-WAY SURFACE-MT SPKR, BLK
2	LABGRUPPEN	E 10:4-UL	8 channels, 250 watts/ch at 70V.
4	RDL	DDB-BTN44	Dante™ Networked Audio Wall Plate w/ Bluetooth
1	Biamp	TesiraFORTÉ DANCI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, and AEC technology (all 12 inputs)
4	Shure	BLX24R/SM58-H9	Wireless Rack-mount Vocal System with SM58
4	Shure	BLX14R-H9	Wireless Rack-mount System w/ Beltpack Transmitter
4	Shure	WL185	Microflex Cardioid Microphone
2	Shure	UA844+SWB/LC	Five-Way Active Antenna Splitter
2	Shure	UA8100	100' Antenna Cable
2	Shure	UA834WB	Active Antenna Amplifier
2	Shure	UA8-518-578	1/2-wave Antenna

2	Samsung	HW-Q60T/ZA	5.1 Bluetooth Speaker System - Black - Wall Mountable - Dolby Digital 5.1, DTS Digital Surround, Surround Sound, DTS Virtual:X - USB - HDMI 5.1 CHANNEL 360W 7 SPEAKER 6.5 SUB
			Control System
4	Crestron	TSW-570-W-S	5 in. Wall Mount Touch Screen, White Smooth
1	Crestron	TST-902	8.7" Wireless Touch Screen
1	Crestron	CP4N	4-Series Control System
1	Crestron	CEN-GWEXER	infiNET EX® Network and ER Wireless Gateway
4	Crestron	GLS-PART-CN	Cresnet® Partition Sensor
8	Tripp Lite	NPOE-30W-1G	Midspan PoE+ Injector (4 Touchscreens, 4 Audio I/O Plates)
			MISC ELLANEOUS
1	Middle Atlantic	BRK14	RK BRK Black Laminate Rack Series

Barn

			Display System
2	Samsung	BE75T-H	75" LED-LCD TV - 4K
2	Chief	XTM1U	X-Large Fusion Micro-Adjustable Tilt Wall Mount
			Signal Distribution and Switching System
4	Crestron	DM-NVX-363	DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder with Downmixing and Dante® Audio
1	Netgear	GSM4230PX	PoE+ AV Line Managed Switch - 24 Ports - Manageable - 3 Layer Supported - Modular - 46.80 W Power Consumption - 480 W PoE Budget
			Audio System
6	JBL	Control 67 P/T	6.5" Two-way pendant speaker, Extended Range Full-Range Pendant Speaker
1	LABGRUPPEN	E 10:4-UL	8 channels, 250 watts/ch at 70V.
2	RDL	DDB-BTN44	Dante™ Networked Audio Wall Plate w/ Bluetooth
1	Biamp	TesiraFORTÉ DANCI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, and AEC technology (all 12 inputs)
2	Shure	BLX24R/SM58-H9	Wireless Rack-mount Vocal System with SM58
2	Shure	BLX14R-H9	Wireless Rack-mount System w/ Beltpack Transmitter
2	Shure	WL185	Microflex Cardioid Microphone
1	Shure	UA844+SWB/LC	Five-Way Active Antenna Splitter
2	Shure	UA8100	100' Antenna Cable
2	Shure	UA834WB	Active Antenna Amplifier

2	Shure	UA8-518-578	1/2-wave Antenna

			Control System
2	Crestron	TSW-570-W-S	5 in. Wall Mount Touch Screen, White Smooth
1	Crestron	CP4N	4-Series Control System
1	Crestron	GLS-PART-CN	Cresnet® Partition Sensor
1	Biamp	Tesira TEC-1s	PoE Ethernet control: surface mount (Lobby)

			MISCELLANEOUS
1	Middle Atlantic	BRK10	RK BRK Black Laminate Rack Series

Conference Center

Qty	Manufacturer	Model	Description
			Display System
3	OFE	Owner Furnished	Epson ELPLP-76 Projectors
3	OFE	Owner Furnished	Motorized Projection Screens
			Interface and Switching System
1	Crestron	DM-MD16X16	16x16 Digital Media Switcher
3	Crestron	DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+® Receiver & Room Controller w/Scaler
3	Crestron	DMC-4KZ-C	Digital Media Input Card
12	Crestron	DMC-4KZ-HD	HDMI® 4K60 4:4:4 HDR Input Card for DM® Switchers
2	Crestron	DMC-4K-HDO	2-Channel 4K Scaling HDMI® Output Card for DM® Switchers
2	Crestron	DMC-4K-CO-HD-HDCP2	2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card for DM® Switchers
3	Crestron	AM-101	AirMedia® Presentation Gateway
3	Crestron	DM-TX-200-C-2G-W-T	Wall Plate DigitalMedia 8G+® Transmitter 200, White Textured
3	Apple	AppleTV4	Apple TV (32GB, 4th Generation)
3	Sony	BDP-S6500	Blu-Ray Player
3	OFE	Owner Furnished	Cable/Satelite Box

1	Muxlab	500840	MuxLab 5" HDMI/3G-SDI Triple Display Rack Mount Monitors
			AV Sources:
			Air Media Wireless Laptop (3)
			Laptop HDMI & VGA w/Audio Wall Plate (3)
			Apple TV (3)
			Blu-Ray Player (3)
			Cable TV (3)
			Control System
2	Crestron	GLS-PART-CN	Partition Sensor
4	Crestron	TSW-1060-W-S	10.1” Touch Screen, White Smooth
1	Crestron	CP3N	3-Series Control System®
1	Netgear	GS108PE	8-Port Ethernet Switch with 4-Port PoE
			Audio System
2	Biamp	TesiraFORTE VI AVB	12 Input, 8 Output Digital Sound Processor w/VoIP
9	OFE	Owner Furnished	Sperakers (Audio Zones: Lobby, Main Office, Grooms Suite, Bridal Suite, A,B,C Patio)
3	Lab Gruppen	E12US	2-Channel 1,200 Watt Audio Amp
6	Shure	ULXD4=-G50	Digital wireless microphhone receiver
3	Shure	ULXD2/SM58=-G50	Hanheld Wireless Microphone
3	Shure	ULXD1=-G50	Bodypack Wireless Microphone
3	Shure	WL185	Cardiod Lavalier Microphone
2	Shure	UA844SWB	Antenna Distribution System
6	Shure	UA834WB	In-Line Wireless Mcrophone Antenna Amplifier for Remote Mounting
4	Shure	UA221	Antenna Splitter/Combiner
			Miscellaneous Components
1	OFE	Owner Furnished	AV Equipment Rack

6	Middle Atlantic	U2	2sp Universal Rack Shelf
3	Middle Atlantic	RSH4A-SONY-BDPS6500	Custom Rack Shelf (Sony Blu-Ray)
1	Western AV	Custom	Hardware, Wire/Cable and Connectors

ACCEPTED BY:

Signature: _____

Title: _____

Date: _____

ACCEPTED FOR Western Audio Visual

Signature: _____

Title:(Kevin Mahkorn) Service Manager

Date: _____

City of Aliso Viejo
AGENDA ITEM

DATE: May 15, 2024

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: ZONE CHANGE FOR 1 POLARIS WAY

Recommended Action:

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

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AMENDING THE ZONING MAP TO ADD "MIXED-USE/RESIDENTIAL OVERLAY" DISTRICT TO THE EXISTING "PROFESSIONAL OFFICE" DISTRICT AT 1 POLARIS WAY AND FINDING THE ACTION TO BE EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTIONS 15060 AND 15061.

Fiscal Impact:

None.

Background:

The project site at 1 Polaris Way, is located on the south side of Aliso Viejo Parkway on the Polaris Campus (the former Fluor Corporation Southern California headquarters) and is improved with an existing 76,186 square foot, three-story office building. The Polaris Campus was originally approved for development through the County of Orange with entitlements granted and modified by the County in 1997 and 1998 for five office buildings measuring 430,268 square feet in total size.

On June 1, 2016, the City Council approved Planning Application PA15-030 (SDP/EP), to construct a 42,400 square foot, two-story general office building and a 423 space, 4½ level parking structure with a 7.6% parking reduction on the subject site. The City Council granted time extensions in 2019 and 2020, which have expired as of December 1, 2020.

On February 29, 2024, Patrick Cox (Applicant) submitted an application requesting a zone change to allow residential use in addition to the existing office use on the subject site.

Discussion:

The subject site is zoned Professional Office, which allows office, dining and entertainment, group care, lodging, retail, and other variety of non-residential uses. The existing site is approximately four acres in size, developed with a building consisting of office and commercial spaces.

In January 2024, the Applicant provided a market study which revealed that the City has a total leasable area of 2.3 million square feet. Over one million of this space, which constitutes approximately 53% of the total leasable area, was vacant at the time of the study. The recent COVID-19 pandemic has significantly altered work patterns, with a substantial shift towards remote work or hybrid models that combine office and remote work environments. This has led to increasingly higher vacancies in office buildings, which has resulted in appraisals reflecting decreases in value. Recognizing this trend, the Applicant has been forced to explore alternative future uses, including residential. To allow residential on the subject site, the Applicant is requesting a zone change to add the Mixed-Use/Residential Overlay District ("MU/R") to the existing Professional Office designation. The MU/R would allow residential or a blend of residential and non-residential uses within a single parcel. While the Applicant does not have specific development ideas at this time, the requested zone change would provide the option to include residential use on their site to proactively address the decline in value.

The subject site is strategically located immediately next to a large multi-family residential community (Windsong Condominiums) that borders the east and south property lines. A future residential or a blend of residential and non-residential uses on the site would be compatible with the nearby properties from a use standpoint. Any future development would require site specific design and environmental review, subject to a public hearing. The required findings can be made for the proposed zone change, as reflected in the attached Ordinance.

Environmental:

The proposal is exempt from the California Environmental Quality Act (CEQA) because it is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change to the environment and is thus not a "project" under State CEQA Guidelines section 15378 (See State CEQA Guidelines, § 15060(c)(2) and (3). Alternatively, even if the proposal did qualify as a project under CEQA, Staff finds that the proposal is still exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines, which provides that a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The proposal will not have a significant effect on the environment as it does not authorize any construction or development. Any future development on the site will be subject to CEQA and require site specific environmental analysis at that time.

Public Notice:

This item was publicly noticed on May 2, 2024, in accordance with state law and the City's standard agenda procedures.

Attachments:

1. Proposed Ordinance

2. Presentation

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING THE ZONING MAP TO ADD "MIXED-USE/RESIDENTIAL OVERLAY" DISTRICT TO THE EXISTING "PROFESSIONAL OFFICE" DISTRICT AT 1 POLARIS WAY AND FINDING THE ACTION TO BE EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTIONS 15060 AND 15061

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

WHEREAS, in 1997 and 1998, the County of Orange approved the development of five office buildings measuring 430,268 square feet in total size at the Polaris Campus; and

WHEREAS, on June 1, 2016, the City Council approved Planning Application PA15-030 (SDP/EP), to construct a 42,400 square foot, two-story general office building and a 423 space, 4½ level parking structure with a 7.6% parking reduction at 1 Polaris Way; and

WHEREAS, in 2019 and 2020, the City Council granted time extensions to the validity of Planning Application PA15-030, which have since expired as of December 1, 2020; and

WHEREAS, on February 29, 2024, Patrick Cox (Applicant) submitted an application to amend the zoning designation of 1 Polaris Way by adding the Mixed-Use/Residential Overlay to the existing Professional Office designation to allow residential use in addition to the existing office use on 1 Polaris Way; and

WHEREAS, on May 15, 2024, the City Council held a duly noticed public hearing at which time all interested persons had the opportunity to appear and be heard on the matter of amending the zoning designation of 1 Polaris Way. Following the public hearing, the City Council introduced (i.e., conducted a first reading of) the Ordinance; and

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

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

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

SECTION 2. CEQA. Based on the entire record before it, the City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") because it is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change to the environment and is thus not a "project" under State CEQA Guidelines section 15378. (See State CEQA Guidelines, § 15060(c)(2) and (3).) Alternatively, even if the adoption of the Ordinance did qualify as a project under CEQA, the City Council finds that the Ordinance is exempt from CEQA

under Section 15061(b)(3) of the State CEQA Guidelines, which provides that a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Adoption of the Ordinance will not have a significant effect on the environment as it does not authorize any construction or development. Any future development on the site will be subject to CEQA and require site specific environmental analysis at that time.

SECTION 3. Zone Change. This Ordinance applies to 1 Polaris Way, amending the zoning designation from Professional Office to Professional Office with Mixed-Use/Residential Overlay.

SECTION 4. Required Findings. In accordance with Section 15.78.040(F) of the Aliso Viejo Municipal Code, the City Council hereby finds as follows:

A. Public Welfare. Approval of the zone change will not create conditions materially detrimental to the public health, safety, and general welfare. The zone change, which would permit residential use in addition to non-residential use, is expected to be compatible with the immediate area as the subject site is adjacent to a large multi-family complex on its eastern and southern boundaries. Additionally, the subject site is already developed with a large office building and has access to necessary infrastructure. The zone change simply introduces the possibility of residential development and does not authorize construction. Any future development on the site would require site specific analysis to ensure compatibility and appropriateness.

B. General Plan. The zone change is consistent with the goals, objectives, and policies of the general plan. Specifically, the zone change is consistent with the Housing Element goals and policies that encourage residential development (Policy H-1.2), collaborating to overcome constraints to residential development (Policy H-1.3), and mixed-use neighborhoods that incorporate housing with commercial and business park developments (Policy H-1.5). The zone change allows the integration of residential development within an office complex, a provision that was not previously available, and facilitates housing development.

C. Land Use Compatibility. The zone change is compatible with the zoning and land use on nearby properties. The zone change, which would permit residential use in addition to non-residential use, is expected to be compatible with the immediate area as the subject site is adjacent to a large multi-family complex on its eastern and southern boundaries. Any future development on the site would require site specific analysis to ensure compatibility and appropriateness.

D. Property Suitability. The zone change is suitable for the location, access, visual character and topography of the subject property. The subject site is already developed with necessary infrastructure and well-established access points

ensuring ease of transportation and movement. The subject site borders a large multi-family community to the east and south and thus, the introduction of residential use is expected to maintain the character of the larger area. The topography of the subject site is flat and already developed, ensuring that any development or change will be physically feasible.

SECTION 5. Effective Date. This Ordinance takes effect 30 days following its adoption.

SECTION 6. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would adopt this Ordinance irrespective of the invalidity of any portion thereof.

SECTION 7. City Clerk's Certification. The City Clerk shall certify the adoption of this Ordinance and post or publish this Ordinance as required by law. The Clerk shall also file a Notice of Exemption immediately following adoption of the Ordinance.

PASSED, APPROVED AND ADOPTED this ___ day of _____ 2024.

_____
Mike Munzing
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Lauren Torres, Deputy City Clerk

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

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

AYES:

NOES:

ABSENT:

_____
LAUREN TORRES
DEPUTY CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 2024-_____ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held June 5, 2024 and that the Summary of the Ordinance was published on _____ and _____ in the Laguna Niguel News.

_____
LAUREN TORRES
DEPUTY CITY CLERK

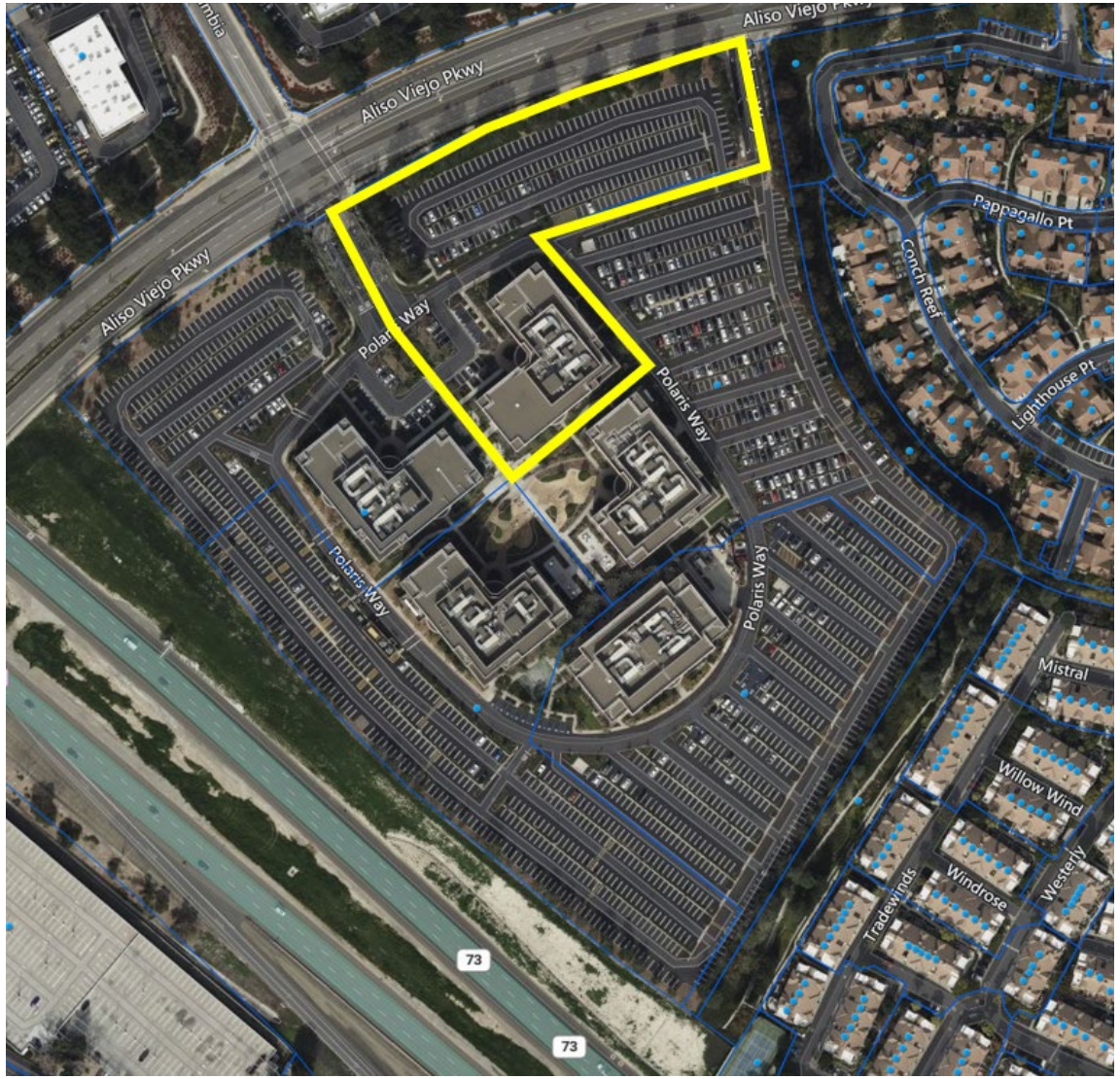
(SEAL)

ALISO VIEJO

1 Polaris Way
(Proposed Zone Change)

Proposed Zone Change

- Professional Office
- Add Mixed Use/Residential Overlay District



Recommended Action:

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

  AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AMENDING THE ZONING MAP TO ADD "MIXED-USE/RESIDENTIAL OVERLAY" DISTRICT TO THE EXISTING "PROFESSIONAL OFFICE" DISTRICT AT 1 POLARIS WAY AND FINDING THE ACTION TO BE EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTIONS 15060 AND 15061

City of Aliso Viejo
AGENDA ITEM

DATE: May 15, 2024

TO: Mayor and City Council

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

SUBJECT: CONDITIONAL USE PERMIT FOR A NEW BOWLING ALLEY WITH LIVE ENTERTAINMENT, A VIDEO GAME ARCADE, AND A RESTAURANT WITH ALCOHOL SERVICE AT 26503 ALISO CREEK ROAD (USE-2023-00028)

Recommended Actions:

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and

2. Adopt a Resolution (Attachment 1) approving Conditional Use Permit for a new bowling alley with live entertainment, a video game arcade, and a restaurant with alcohol service at 26503 Aliso Creek Road (USE-2023-00028).

Fiscal Impact:

There is no fiscal impact.

Background:

The original development project at the subject site was approved by the County of Orange in 1993, and Super K-Mart occupied the entire building. Subsequently, Site Plan Amendment SPA03-19 was approved by the City, which allowed for remodeling of the building and re-tenanting with Lowe's Home Improvement and Michael's craft store in October 2003. On November 16, 2005, the City Council adopted Ordinance 2005-080, which approved the Commons at Aliso Town Center Specific Plan No. 2. The specific plan was developed to accommodate a mixed-use development to include retail, restaurant, and residential uses. In 2019, Lowe's ceased business operations, and the building has been underutilized since that time.

On July 20, 2022, the City Council approved Planning Application SDP-2022-00001 for a Site Development Permit to allow for exterior modifications to the building and parking lot of the former Lowe's building, including redesign of the primary building elevations, and

modifications to the landscaping and parking lot. Subsequently, the property owner divided the former Lowe's building into ten tenant suites (Figure 1).

On December 18, 2023, Troy Thomas representing Lucky Strike ("Applicant") submitted a Conditional Use Permit application for a new bowling alley with live entertainment, a video game arcade, and a restaurant with alcohol service at 26503 Aliso Creek Road. On April 24, 2024, the application was deemed complete.

General Plan Land Use Designation:	Town Center Commercial ("TCC")/High Density Residential ("HDR")
Zoning Designation:	Specific Plan No. 2 Commercial-Town Center ("SP2-CTC")
Environmental Review:	Categorically Exempt (CEQA Section 15301 – Existing Facilities)

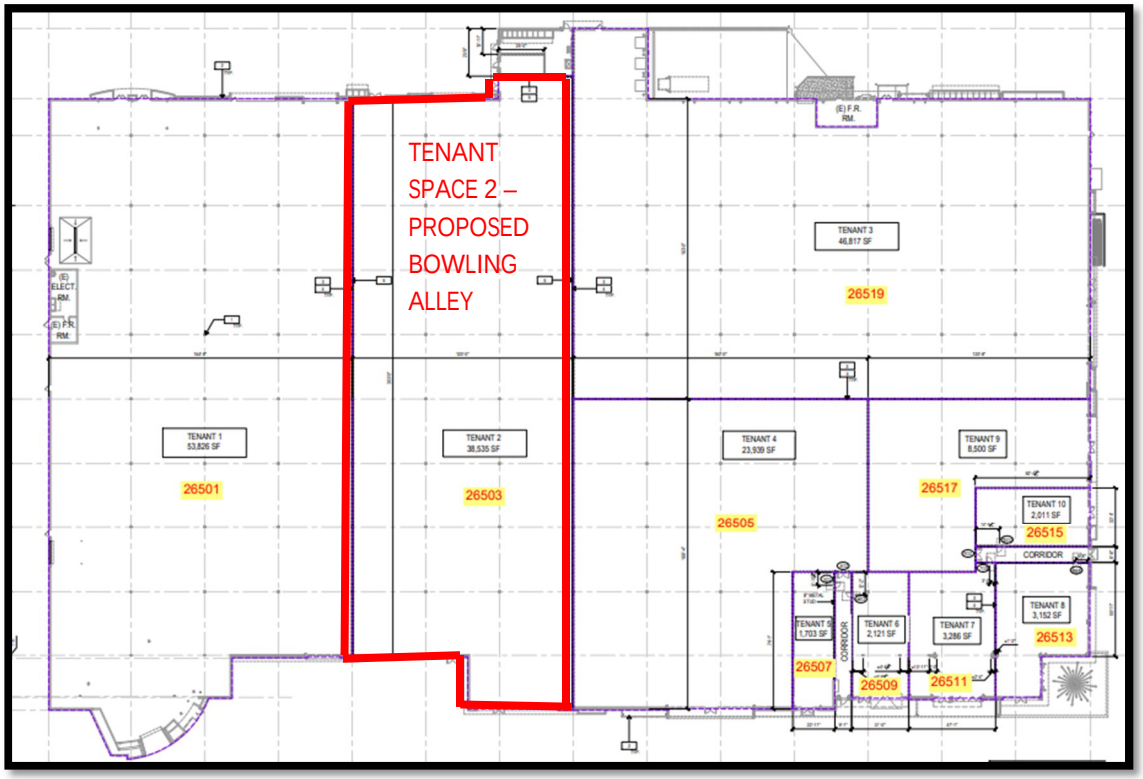


Figure 1. Tenant Suite Plan

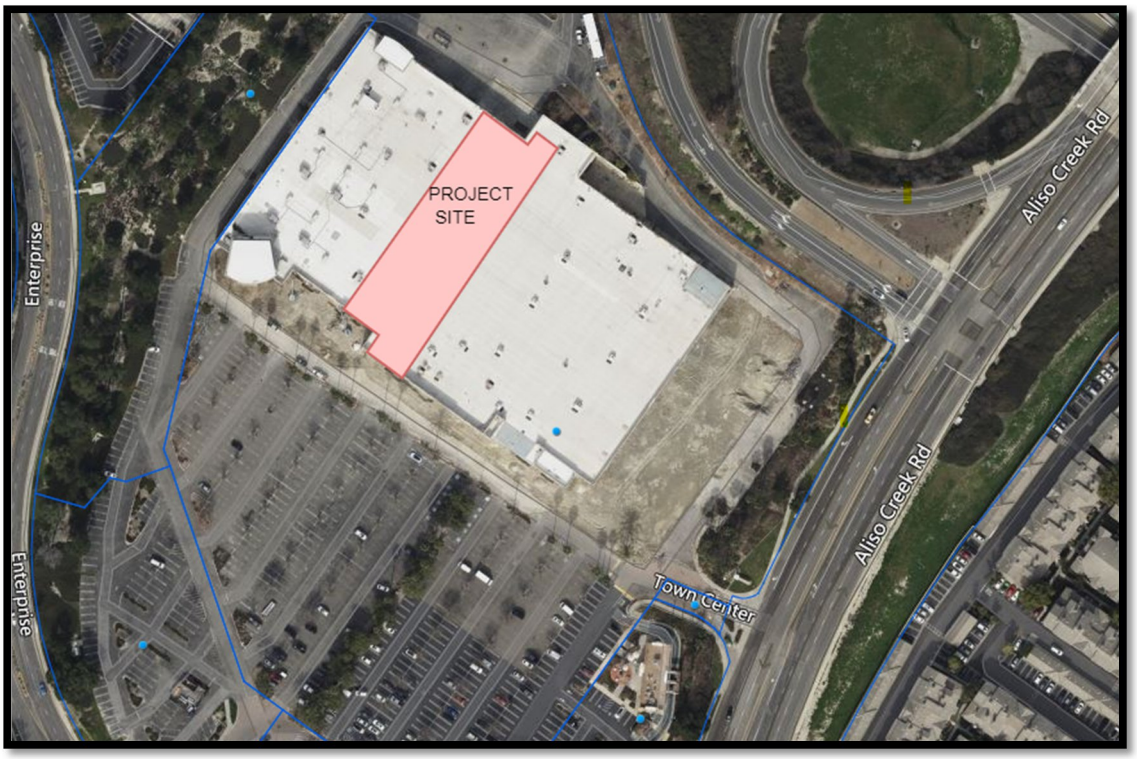


Figure 2. Project Site – Commons at Aliso Viejo Town Center

Discussion:

The proposed project consists of converting a 38,535 square foot tenant space into a 35-lane bowling alley with live entertainment including a video game arcade and a full-service restaurant with alcohol service. In addition, late hours are proposed in conjunction with the operation (Table 1). The Applicant is seeking a Type 47 Liquor License with the California Alcoholic Beverage Control. The establishment of alcoholic beverage sales and service in conjunction with food service, live entertainment, and arcades are subject to the approval of a Conditional Use Permit (CUP) per Table IV-1 of the Commons Specific Plan.

Typical Winter Hours of Operation	Typical Summer Hours of Operation
Monday: 3pm - 12am	Monday: 11am - 12am
Tuesday: 3pm - 12am	Tuesday: 11am - 12am
Wednesday: 3pm - 12am	Wednesday: 11am - 12am
Thursday: 3pm - 12am	Thursday: 11am - 12am
Friday: 1pm - 2am	Friday: 11am - 2am
Saturday: 10am - 2am	Saturday: 10am - 2am
Sunday: 10am - 1am	Sunday: 10am - 1am

Table 1. Proposed Hours of Operation

Restaurant with Alcohol Service

As part of its operations, the Applicant seeks a Type 47 On-Sale General Eating Place License for the sale, service, and consumption of alcoholic beverages on premises from the California Department of Alcoholic Beverage Control ("ABC").

Aliso Viejo Municipal Code ("AVMC") Section 15.22.200 (Sale of Alcoholic Beverages) requires that the decision-making authority find that a proposal to sell alcoholic beverages is consistent with the purpose and intent of the City's regulations. These regulations are intended to prevent alcohol-related problems. In making this determination, the City Council is to consider (1) the crime rate in the reporting district and adjacent reporting districts as compared to other areas in the City; (2) the number of alcohol-related calls for service, crimes, or arrests in the reporting district and in adjacent reporting districts; (3) the proximity of the alcoholic beverage outlet to residential districts, day care centers, park and recreation facilities, places of religious assembly, and schools; and, (4) whether the permit will result in an overconcentration of alcoholic beverage outlets in the vicinity of the proposed outlet. Aliso Viejo Police Services analyzed the information and based on the numbers collected and procedural safeguards, determined that the data is within acceptable thresholds related to alcohol-related concerns (Attachment 4).

Live Entertainment

The Commons Specific Plan defines live entertainment as "Entertainment provided in a public or private space with or without compensation, including, but not limited to, recorded music with or without a disc jockey, live bands and vocalists, dancing by patrons only, comedians, billiards and/or snooker, billiard tournaments, exhibitions by billiard experts, televised news or sporting events, music videos, and video arcade games." The request for live entertainment includes a 5,352 square foot arcade area with interactive and redemption video games in addition to allowing performers in conjunction with special events hosted by the Applicant's patrons.

According to the Applicant, their business model includes a live entertainment option which includes allowing patrons hosting private parties to bring in performers (e.g. face painters, magicians, musicians, DJ's, etc.) to entertain their guests. Performances involving ticket sales, large sound amplification, lighting rigs, elevated stages or large crowds whose sole purpose is to attend a live function are excluded from this request. The Applicant will provide adequate sound and vibration attenuation to prevent sound transmission to the adjacent businesses and exterior of the building.

Noise Analysis Report

The Applicant submitted a noise analysis report to determine the best sound reduction strategy for the bowling alley and live entertainment uses. The report (Attachment 5, dated February 3, 2023) by Saxelby Acoustics, determined the anticipated sound levels of the proposed use and made recommendations to reduce potential sound impacts to

the adjacent businesses. As a result of this analysis, noise control recommendations are provided which include:

1. An acoustic wall assembly comprised of metal studs, insulation and sound isolation clips shall be constructed between the bowling alley and adjacent tenant spaces (Construction details are provided in the Noise Analysis Report).

2. Acoustic assemblies shall be full height and sealed at the roof deck with closed cell foam and/or appropriate fire/acoustic caulking. Any penetrations in an acoustic assembly shall also be sealed.

3. Speakers shall not be attached to the demising wall.

The Applicant has designed the walls in compliance with the recommendations to mitigate noise impacts which may be generated by the operation.

Parking

The shopping center shares parking spaces through a series of reciprocal agreements for parking, access, encroachments, and utilities; therefore, parking is evaluated on all uses within the shopping center at a rate of one space per 220 square feet of gross floor area. The shopping center, which consists of the former Lowe's building, perimeter buildings (e.g., Trader Joe's, Walgreens, Taco Bell, etc.) and proposed tenant outdoor patios, consists of a total of 236,631 square feet. Based on this square footage, the parking requirement is 1,076 parking spaces, and 1,090 parking spaces are provided. No changes are proposed to the size of the subject tenant space that would impact the parking requirements.

Findings

The subject site, 26503 Aliso Creek Drive, has a zoning designation of Specific Plan No. 2 Commercial Town Center ("SP2-CTC"). The establishment of a new bowling alley with live entertainment, a video game arcade, and a restaurant with alcohol service are subject to the approval of a Conditional Use Permit (CUP) per Table IV-1 of the Specific Plan. Pursuant to the Commons Specific Plan Section 7 Administration and Implementation, the following findings (in bold text) shall be made by the decision-making authority prior to the approval of a CUP.

1. **That the proposed conditional use is consistent with the General Plan.**

   The subject site has a General Plan land use designation of Town Center Commercial ("TCC")/High Density Residential ("HDR") which allows a mixture of community retail and commercial services. Section 4 of the Specific Plan further specifies that other uses, including but not limited to, dining, entertainment, theaters, and automotive, etc. are also allowed with approval of a CUP. Therefore,

the proposed bowling alley, restaurant with alcohol service, and live entertainment will be consistent with the general plan and this finding can be made.

2. **That the nature, condition and development of adjacent uses, buildings, and structures have been considered, and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.**

   The proposed location for the proposed bowling alley with live entertainment, a video game arcade, and a restaurant with alcohol service is located in the Specific Plan No. 2 Commercial Town Center zoning district which is characterized by a variety of uses including retail, dining, and entertainment uses.

   The Project requires a Type-47 (On-sale General Eating Place) license from California Department of Alcoholic Beverage Control ("ABC"). The Applicant submitted detailed staff training procedures to manage the sale and service of alcohol. This includes the necessary precautions, protocols, and other onsite security measures to ensure a safe environment. As mentioned above Orange County Sheriff's Department provided a report that analyzed alcohol-related crime rates and reportable incident data. After reviewing the data, it was concluded that the number of general and alcohol related crimes are within tolerable limits and recommended approval of the Type 47 ABC License.

   Furthermore, the Applicant will implement noise mitigation measures as outlined in the Noise Analysis Report to prevent sound transmission to neighboring businesses. As such, the proposed bowling alley, restaurant with alcohol service, and live entertainment will be compatible with other commercial uses in the shopping center and this finding can be made.

3. **That the proposed site is adequate in size and shape to accommodate the walls, fences, parking and loading facilities, landscaping and other land use development features prescribed in the specific plan and required by the City in order to integrate the use with existing and planned uses in the vicinity.**

   As discussed in the introductory paragraph above, the Specific Plan allows a bowling alley, restaurant with alcohol service, and live entertainment with approval of a CUP. The applicant proposes to remodel the interior of the existing suite with no exterior changes. The Project would be in an existing shopping center which shares parking spaces through a series of reciprocal agreements for parking, access, encroachments, and utilities; therefore, parking is evaluated on all uses within the shopping center at a rate of one space per 220 square feet per gross floor area. No changes are proposed to the size of the subject tenant space that would require additional parking spaces.

Based on the discussion above, the site is adequate to accommodate the proposed bowling alley, restaurant with alcohol service, and live entertainment and therefore, this finding can be made.

Environmental:

The proposed use is Categorically Exempt from environmental review per CEQA guidelines Section 15301 Existing Facilities, Class 1, as the proposed bowling alley consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, involving no expansion of existing or former use.

Public Notice:

On May 2, 2024, a public hearing notice was published in the Laguna Niguel News and mailed to all owners of real properties within 300 feet of the subject real property. No public comments were received in response.

Attachments:

1. Draft Resolution
2. Applicant Project Description Letter
3. Project Plans
4. Police Services Report
5. Noise Analysis Report
6. Presentation

RESOLUTION NO. 2024- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT FOR A NEW BOWLING ALLEY WITH LIVE ENTERTAINMENT, A VIDEO GAME ARCADE, AND A RESTAURANT WITH ALCOHOL SERVICE AT 26503 ALISO CREEK ROAD (USE-2023-00028)

WHEREAS, on December 18, 2023, the Applicant, Troy Thomas, representing Lucky Strike, submitted Planning Application USE-2022-00028 for a conditional use permit to allow for a new bowling alley with live entertainment, a video game arcade, and a restaurant with alcohol service at 26503 Aliso Creek Road ("Project"); and

WHEREAS, on April 24, 2024, the application was deemed complete**;** and

WHEREAS, on May 2, 2024, a public notice of the public hearing was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site; and

WHEREAS, on May 15, 2024, the City Council held a duly noticed public hearing as prescribed by law and considered public testimony and evidence and recommendations presented by staff in the agenda report and oral presentation related to Conditional Use Permit USE-2023-00028; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Determination of Recitals. The City Council hereby finds and determines that all of the recitals set forth above are true and correct. The above recitals are hereby incorporated as substantive findings of this Resolution.

SECTION 2. Compliance with CEQA. The City Council finds the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to a Class 1 exemption. The minor modifications to the interior of the building would involve only a negligible expansion of the proposed use (State CEQA Guidelines, § 15301 [Class 1 exemption applies to the operation, repair, maintenance, permitting, leasing, or minor alteration of existing structures, facilities, or topographical features involving negligible or no expansion of existing or former use].). Tenant improvements associated with the project are within the building and no additional improvements beyond the existing property boundaries are needed.

SECTION 3. Approval of Project and Findings for Conditional Use Permit. In accordance with Section 7 of the Commons at Aliso Town Center Specific Plan, the City Council hereby makes the following findings of fact and approves Planning Application

USE-2023-00028 for a new bowling alley with live entertainment, a video game arcade, and a restaurant with alcohol service at 26503 Aliso Creek Road, subject to the conditions set forth in Exhibit "A" and project plans set forth in Exhibit "B", which are exhibits are both attached hereto and incorporated herein by reference.

1. That the proposed conditional use is consistent with the General Plan. The subject site has a General Plan land use designation of Town Center Commercial ("TCC")/High Density Residential ("HDR") which allows a mixture of community retail and commercial services. Section 4 of the Specific Plan further specifies that other uses, including but not limited to, dining, entertainment, theaters, and automotive, etc. are also allowed with an approval of a conditional use permit (CUP).

2. That the nature, condition and development of adjacent uses, buildings, and structures have been considered, and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures. The proposed location for the bowling alley is located in Specific Plan No. 2 Commercial Town Center zoning district which is characterized by a variety of uses including retail, dining and entertainment uses. The Project requires a Type-47 (On-sale General Eating Place) license from California Department of Alcoholic Beverage Control ("ABC"). The Applicant submitted detailed staff training procedures to manage the sale and service of alcohol. This includes the necessary precautions, protocols and other onsite security measures to ensure a safe environment. Additionally, the Orange County Sheriff's Department provided a report that analyzed alcohol-related crime rates and reportable incident data and concluded that the number of general and alcohol related crimes are within tolerable limits and recommended approval of the Type 47 ABC License. Furthermore, noise mitigation measures will be provided as reflected in the Applicant's Noise Analysis Report to prevent sound transmission to neighboring businesses.

3. That the proposed site is adequate in size and shape to accommodate the walls, fences, parking and loading facilities, landscaping and other land use development features prescribed in the specific plan and required by the City in order to integrate the use with existing and planned uses in the vicinity. The Specific Plan allows a bowling alley, restaurant with alcohol service, and live entertainment with an approval of a CUP. The Project involves interior remodeling of the existing suite with no exterior changes. As the tenant space will remain the same size, no additional parking is required. Additionally, all interior work will require compliance with the building code and therefore will be consistent with the City's regulations.

SECTION 4. Filing of Notice of Exemption. The City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed Project. Additionally, the Notice of Exemption for this project will be posted on the City of Aliso Viejo website, filed in the State Clearinghouse CEQA.net website, and provided to parties requesting notification.

SECTION 5. Location of Documents. The administrative record for the Project is maintained at City Hall located at 12 Journey, Suite 100, Aliso Viejo, CA 92656. The custodian of records is the City Clerk.

PASSED, APPROVED AND ADOPTED this 15th day of May 2024.

_____
Mike Munzing
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith
City Attorney

ATTEST:

_____
Lauren Torres
Deputy City Clerk

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

I, LAUREN TORRES, Deputy 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 15th day of May 2024, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
LAUREN TORRES
DEPUTY CITY CLERK

(SEAL)

EXHIBIT "A"
PLANNING APPLICATION USE-2023-00028
CONDITIONS OF APPROVAL

1. Project Description. This approval is for a Conditional Use Permit USE-2023-00028 to allow for a new bowling alley with live entertainment, a video game arcade, and a restaurant with alcohol service at 26503 Aliso Creek Road in accordance with all plans and exhibits as presented to and approved by the City Council on May 15, 2024.

2. Development Per Approved Plans. This approval constitutes a precise plan for location and design of uses, structures, features and materials submitted with this application. Development shall occur substantially as shown on the plans and description letter approved for this Project and on file in with the Department of Planning Services, subject to any modifications imposed by the conditions of approval herein, as confirmed by the Community Development Director. Any land use, construction or improvement not specifically approved by this use permit is not permitted and must be addressed in a separate and subsequent application and review. Relocation, alteration or addition to any use, structure, feature or material not specifically approved shall require an amendment to the approved plans unless the Community Development Director determines such modifications are minor and consistent with the spirit and intent of the original approving action, and that the action would have been the same for the modifications as for the approved plans. The Community Development Director may approve such minor modifications in accordance with AVMC Section 15.74.110.

3. Applicant Designation. For the purpose of Conditional Use Permit USE-2023-00028 and as referenced in the conditions, "Applicant" shall apply to Lucky Strike, owner, operator, and any and all future successors and/or assigns of the approved establishment.

4. Payment of Fees. The Applicant shall be responsible for payment of all applicable fees along with reimbursement for all City expenses in ensuring compliance with conditions. All fees and expenses shall be paid in full prior to issuance of a certificate of occupancy. Prior to issuance of applicable City approvals or permits, the applicant shall be fully responsible for reimbursing the City of Aliso Viejo for all expenses incurred to process the application and assure compliance with all conditions of approval.

5. Compliance with Conditions. The Applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City Staff for future governmental permits or actions on the project site. Failure to abide by and faithfully comply with any and all conditions attached to the granting of these permits may constitute grounds for revocation of the permit(s) in accordance with AVMC Section 15.74.120. This Resolution and Conditions of Approval shall be incorporated into building plans to all applicable reviewing agencies or authorities.

6. Indemnification. To the fullest extent under the law and at its sole and absolute cost, the Owner/Developer, and Owner/Developer's successors, heirs, and assigns shall protect, defend with counsel reasonably acceptable to the City , indemnify, and hold harmless the City, its officials, officers, employees, consultants, subcontractors, agents, and representatives (collectively, "Indemnitees") from any and all claims, actions, or proceedings against Indemnitee(s) brought pursuant to the Planning and Zoning Law, the Subdivision Map Act, the California Environmental Quality Act, the federal Clean Water Act, the Porter Cologne Water Quality Control Act or any other law, permit or regulation in order to attack, set aside, void, annul, or seek to impose liability on the City for granting the approval granted by this Resolution, including, without limitation, any alleged act or omission by Indemnitee(s) related to County of Orange SP 93109 and/or any related parking agreements, conditions, or regulations, which action is brought for declaratory relief, injunctive relief, specific performance, or for any monetary claims (including, but not limited to, fines, fees, penalties, expert witness fees, attorneys' fees, and other related costs and expenses). This provision shall not be restricted to insurance proceeds, if any, received by the Owner/Developer or Indemnitee(s). Moreover, this provision shall survive any expiration, termination, or revocation of this approval or related approvals.

7. Compliance with Building Codes. Tenant improvements shall be submitted for review, approved and permits issued, and shall comply with standards, regulations and requirements of current editions of the California Building Code, California Plumbing Code and California Mechanical Code, California Electrical Code, including any local amendments adopted by the City of Aliso Viejo.

8. Compliance with Americans with Disabilities Act. Tenant improvements shall be submitted for review, approved and permits issued, and shall comply with standards, regulations and requirements of the Americans with Disabilities Act. At the discretion of the Building Official, the Applicant may be required to retain a Certified Access Specialist (CASp) to ensure compliance with applicable construction-related accessibility standards.

9. Fire Safety and Prevention. The facility shall comply will all conditions issued by the Orange County Fire Authority (OCFA) in a letter dated April 23, 2024, and attached as Exhibit "C".

10. Hours of Operation. The hours of operation shall be limited to the following:

Typical Winter Hours of Operation	**Typical Summer Hours of Operation**
Monday: 3pm - 12am	Monday: 11am - 12am
Tuesday: 3pm - 12am	Tuesday: 11am - 12am
Wednesday: 3pm - 12am	Wednesday: 11am - 12am
Thursday: 3pm - 12am	Thursday: 11am - 12am
Friday: 1pm - 2am	Friday: 11am - 2am
Saturday: 10am - 2am	Saturday: 10am - 2am
Sunday: 10am - 1am	Sunday: 10am - 1am

Requests to modify the hours of operation shall be subject to review and approval by the Community Development Director.

11. Outdoor Activities Prohibited. Outdoor activity outside the building shall be prohibited.

12. Noise. The use shall not generate noise that exceeds ambient noise levels established in AVMC Chapter 8.12 and shall comply with the following:

    a. An acoustic wall assembly shall be constructed between the bowling alley and adjacent tenant spaces as detailed in the Noise Analysis Report by Saxelby Acoustics dated February 3, 2023.

    b. Acoustic assemblies shall be full height and sealed at the roof deck with closed cell foam and/or appropriate fire/acoustic caulking. Any penetrations in an acoustic assembly shall also be sealed.

    c. Speakers shall not be attached to the demising wall.

    d. Doors shall remain closed during hours of operation.

13. Noise Complaints. Based on substantiated complaints or concerns, the Director may modify conditions relative to facility operations as deemed necessary.

14. Availability Food and Alcohol Service. Customers shall be permitted to order meals at all times that alcohol is being served.

15. Alcohol Service Policies & Procedures. Within 60 days of approval of USE-2023-00028, the licensee shall submit a plan for review and approval by the Community Development Director regarding employee alcohol training programs and policies which include the State of California's Responsible Beverage Server Training Certification program (RBS) and Licensee Education on Alcohol and Drugs (LEAD) programs. The plan shall outline a mandatory alcohol awareness training program for all employees having contact with the public and shall include management's policies addressing alcohol consumption and inebriation. In the case of new employees, the employee shall attend the alcohol awareness training within 60 days of his/her hire date. In the event the ABC no longer sponsors alcohol awareness training programs, all employees having contact with the public shall complete an alternative program approved by the Community Development Director and Chief of Police Services.

16. Security Plan. Prior to issuance of a Certificate of Occupancy, the Applicant shall submit a detailed security plan for review and approval by the Community Development Director and Chief of Orange County Sherrif's Department. The plan shall include, but not be limited to, the maintaining of onsite security on the premises and facility during the hours of operation, all windows and doors in the facility locked at all times during non-operating hours, securing and limiting access to storage

areas to trained, authorized personnel, and management of intoxicated or unruly guests.

17. Emergency Services. Prior to issuance of a Certificate of Occupancy, the Applicant shall file an Emergency Notification Form with the Orange County Sherrif's Department. Contact the Orange County Sherrif's Department at (949) 425-2560 for information.

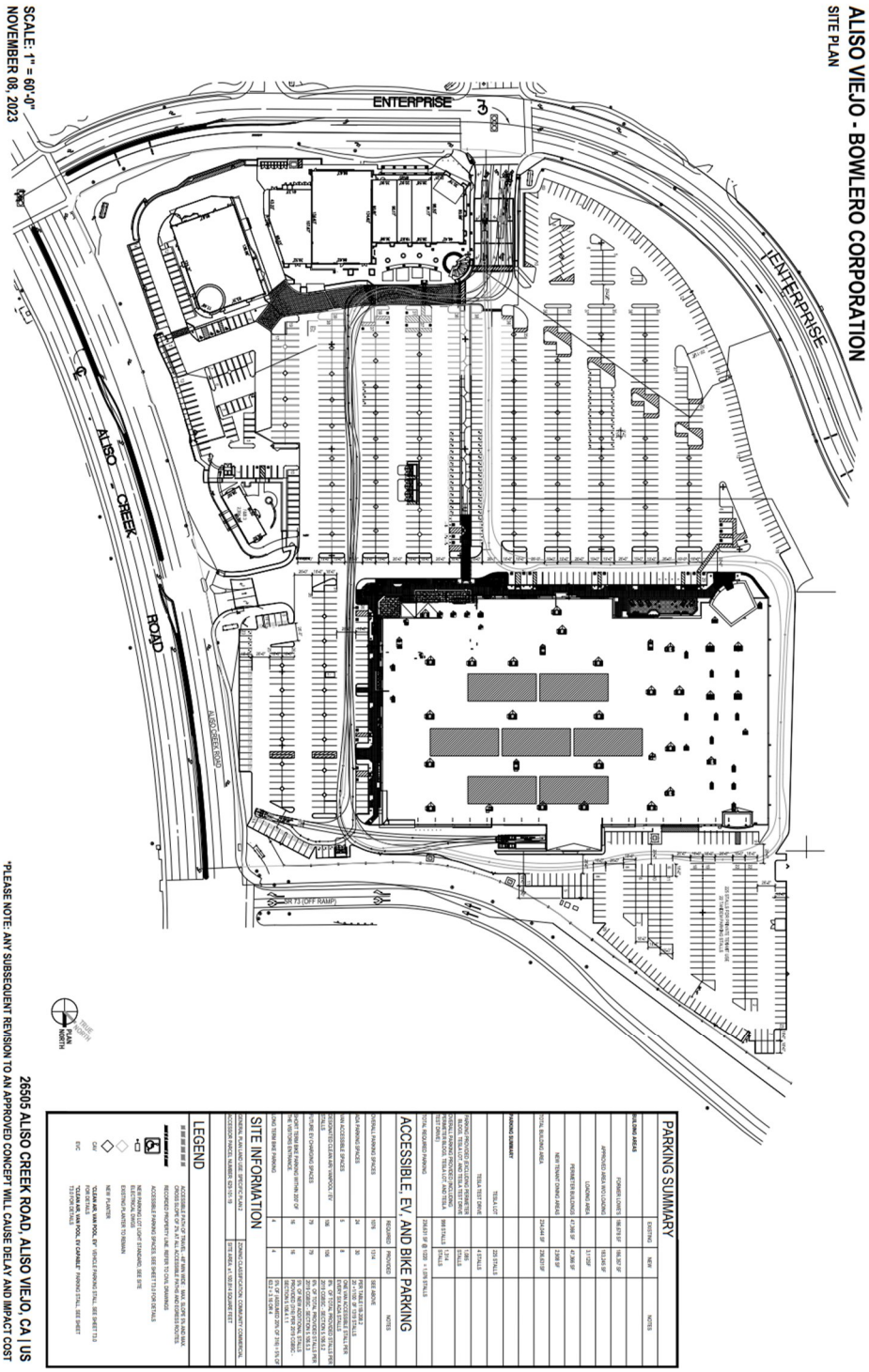
18. Cameras. Security cameras shall be installed per the satisfaction of the Chief of Orange County Sherrif's Department. The security camera footage shall be kept for at least 30 days and available to the Orange County Sheriff Department within 24 hours if such usage is necessary.

19. Adverse Impacts. In the event of adverse impacts on the health, safety, welfare, or working environments of the neighborhood or general public, or receipt of substantiated complaints directly related to the Applicant's operations, the Community Development Director shall investigate and, if significant adverse impacts directly related to the Applicant's business are found to exist, the Director or Chief of Police shall have the discretion to bring this Permit back to consider additional improvements and protective measures, additional conditions, amended conditions, or permit revocation. Modifications may include but not be limited to the restriction of operations that may include but not be limited to hours of operation.

20. Signs. Signs shall be reviewed separately and is not part of the approval of this Project. Prior to any sign installation, the Applicant shall submit a Sign Permit Application to the Community Development Department for approval and a permit shall be issued by the Building Official. All proposed signage for the building shall be submitted to the City and processed pursuant to AVMC 15.34 standards and/or any applicable master sign program affecting the property.

21. CEQA Recordation Fee. Within 48 hours of approval of the project, the applicant shall deliver to the Community Development Department, a check payable to the Orange County Clerk-Recorder's Office in the amount of fifty dollars ($50.00) in order for the City to file the appropriate environmental documentation for the project. If within the 48-hour period the applicant has not delivered the check, the statute of limitations for any interested party to challenge the environmental determination under the provisions of the California Environmental Quality Act (CEQA) could be significantly lengthened.

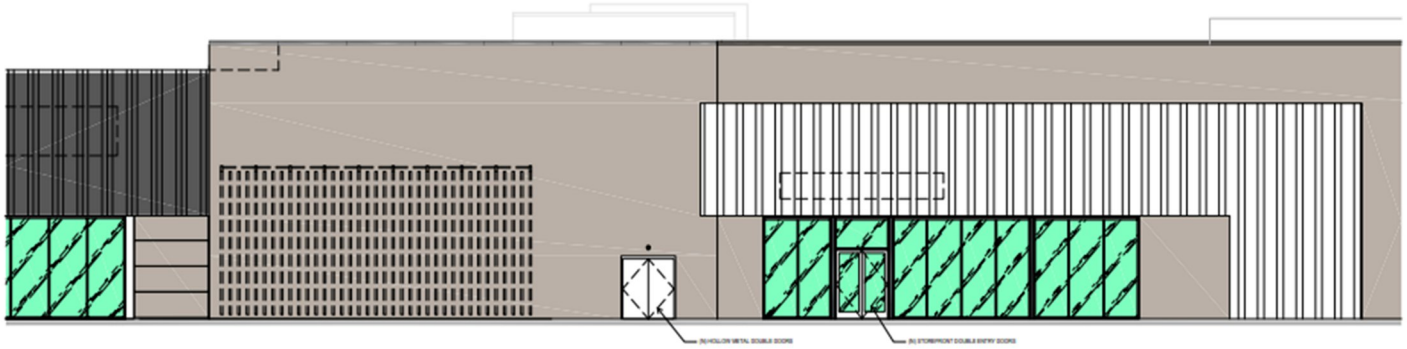
EXHIBIT "B"
PLANNING APPLICATION USE-2023-00028
PROJECT PLANS



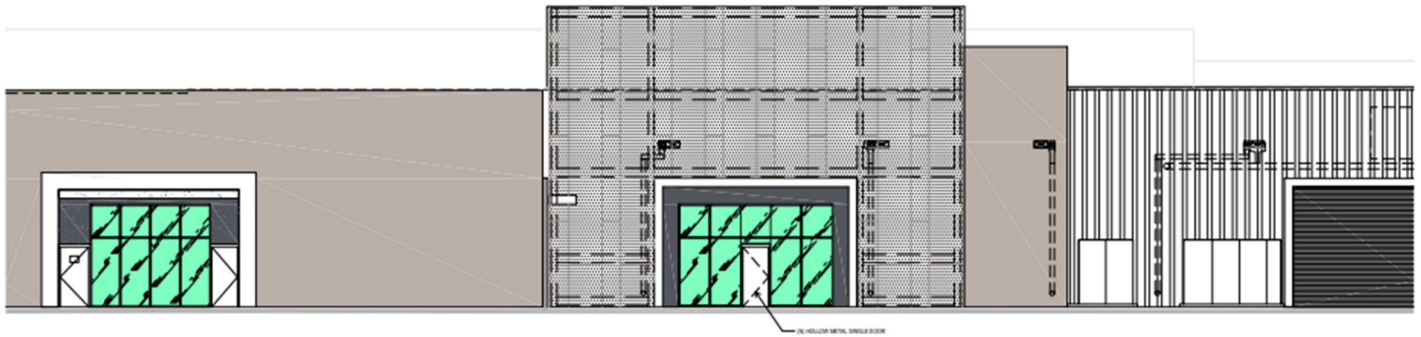
A1
LEVEL 01 CUP PLAN
GENERAL INFORMATION
ROOM SCHEDULE
NOT FOR CONSTRUCTION
CUP-100
ARCADIS
ALISO VIEJO,CA

ALISO VIEJO - BOWLERO CORPORATION

ELEVATIONS



SOUTH FACADE



NORTH FACADE

SCALE: 3/16" = 1'-0"
NOVEMBER 08, 2023

26505 ALISO CREEK ROAD, ALISO VIEJO, CA | US

*PLEASE NOTE: ANY SUBSEQUENT REVISION TO AN APPROVED CONCEPT WILL CAUSE DELAY AND IMPACT COST

EXHIBIT "C"
PLANNING APPLICATION USE-2023-00028
OCFA CONDITIONS OF APPROVAL

ORANGE COUNTY FIRE AUTHORITY
Fire Prevention Department
P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Planning and Development Services • www.ocfa.org • (714) 573-6100 / Fax (714) 368-8843

Date: **4/23/24** Page 1 of 4

To: **Rose Rivera**
City of Aliso Viejo

From: **Brian Slegers, Fire Prevention Analyst**

Subject: **City Reference # USE-23-00028**
OCFA Service Request SR #288452

Bowlero CUP
Service Code: PR105 Site Development Review

The OCFA has reviewed the proposed project and based on this initial assessment there do not appear to be any significant concerns related to fire department requirements. Contingent upon approval of the CUP by the Planning Department/Planning Commission, the conditions listed below are applicable to this project; please provide them in the resolution issued to the applicant. If you need additional information or clarification, please contact me by phone or email: (714) 573-6133, brianslegers@ocfa.org.

CONDITIONS OF APPROVAL

Plan Submittal: The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.

Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:

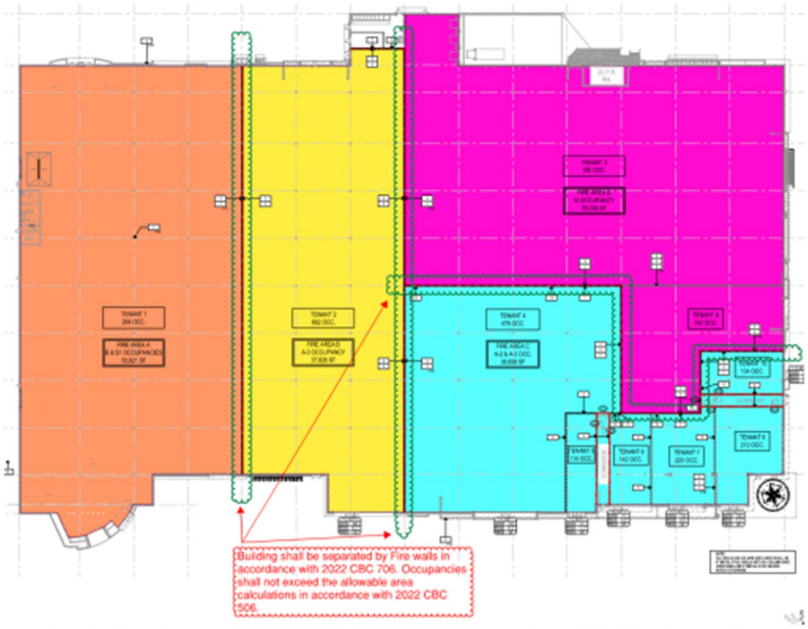
fire master plan (service code PR145)

Prior to issuance of a precise grading permit or a building permit, if a grading permit is not required:

Prior to issuance of a building permit:

-architectural (service codes PR200-PR285)

*Be advised, building exceeds allowable area calculations per 2022 CBC 506 for the proposed occupancy changes with construction type IIB. Building will need to be separated in accordance with 2022 CBC 706. (see exhibit provided)



-tanks storing hazardous materials (service codes PR300-PR305)

-high-piled storage (service code PR330)

-refrigeration and vapor detection/alarm system (service codes PR340 and PR500-PR520), if required by the Refrigeration Disclosure worksheet in OCFA guideline G-02 or the California Fire or Mechanical Codes

-battery (service code PR375), for any system containing an aggregate quantity of electrolyte in excess of 50 gallons

-emergency responder radio system design (service code PR928); this submittal may be deferred when acceptable to the Building Department, but the required conduit must be installed prior to concealing interior construction.

-underground piping (service code PR470-PR475), if private hydrants are installed/modified or a fire sprinkler system is required by code or installed voluntarily

-fire sprinkler system (service codes PR400-PR465), if required by code or installed voluntarily

Prior to concealing interior construction:

sprinkler monitoring system (service code PR500)

fire alarm system (service code PR500-PR520)

fire sprinkler system (service codes PR430-PR455), if the building is currently sprinklered and the system requires modification

hood and duct extinguishing system (service code PR335)

Prior to occupancy:

emergency responder radio system testing (service code PR928)

Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org and clicking on "Business / Planning & Development Services" in the menu bar at the top of the screen.

Emergency Responder Digital Radio System: An emergency responder digital radio system shall be provided in this structure. Refer to CFC 510 and the OCC/OCFA DAS/BDA guidelines (available at ocfa.org) for requirements. Evidence of compliance with emergency responder digital radio system design and performance criteria shall be provided prior to occupancy.

Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.

Phased Occupancy: Phased occupancy of this structure shall be permitted only with prior approval from OCFA and the Building Official. Requests for phased occupancy shall be submitted for evaluation by OCFA as an alternate materials and methods proposal (PR910) accompanying the architectural submittal. Such requests shall be made prior to start of construction only.

Emergency Access Easements: Irrevocable reciprocal access easements for emergency access purposes to the benefit of the city/County shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan.

Secured Fire Protection Agreement: Prior to clearance of a final map for recordation, or issuance of a building permit, whichever comes first, the applicant or responsible party shall enter into a secured fire protection agreement with OCFA Strategic Services (714-573-6199) to mitigate additional fire service impacts resulting from the project.

Traffic Pre-emption Devices: Prior to issuance of a final map, grading permit, or building permit, whichever comes first, the applicant or responsible party shall arrange with the appropriate city, county, or state public works department or agency for installation of traffic

pre-emption devices on each traffic signal installed, relocated, or similarly modified as part of this project.

Bowlero Corp. is the worldwide leader in bowling entertainment, media, and events. With more than 325 bowling centers across North America, Bowlero Corp. serves more than 26 million guests each year through a family of brands that includes Lucky Strike, Bowlero, Bowlmor Lanes, AMF. In 2019, Bowlero Corp. acquired the Professional Bowlers Association, the major league of bowling, which boasts thousands of members and millions of fans across the globe.

As part of our continued expansion, we are extremely excited to add another premium location to our portfolio of outstanding family entertainment centers. The Applicant submits this Conditional Use Permit ("CUP") application for an approximate 38,535 square foot forty (35) lane bowling alley, an arcade with interactive and redemption video games and a full service restaurant with the sale, service and consumption of alcoholic beverages to be located in The Commons Specific Plan ("SP-2") Zone; specifically, the proposed Lucky Strike is to be located at 26503 Aliso Creek Road (tenant 2 retail space, which was formerly a Lowes), within The Commons at Aliso Viejo. The proposed Lucky Strike is located within an existing retail shopping center that is approximately 1,126,897 square feet (25.87 acres) and includes existing 234,044 square foot of commercial buildings and surface parking with approximately 1313 parking spaces at the northeast corner of Enterprise and Aliso Creek Road.

Lucky Strike Aliso Viejo will provide a blacklight bowling, retro-inspired location that is powered by interactive arcade games, signature cocktails, and an outrageous menu of delicious food for all to enjoy.

As part of its operations, Lucky Strike Aliso Viejo will seek a California Department of Alcoholic Beverage Control ("ABC") Type 47 On-Sale Bona Fide Public Eating Place License for the sale, service, and consumption of alcoholic beverages on premises. The area of service will be throughout all public service areas of the building. All alcohol is stored and locked in a secure room and only trained and qualified management team members have access.

The kitchen will be open and operating during business hours and food will be offered until last call for alcohol is made. Bowlero Corp. is a responsible licensee and has an excellent track record with more than 300+ alcohol licensed establishments in the United States, Mexico and Canada spanning across its family of brands. Responsible serving protocols make a fundamental part of our training manuals and workshops for new and existing employees. Our employees go through extensive Alcohol Awareness/TIPS Training and the modules are revisited as needed.

While Lucky Strike has no age restriction for the bowling, arcade, or food and non-alcoholic beverage services, alcoholic beverages are restricted to individuals 21 years of age. Our

employees are instructed to check for proper valid identification ("ID") before alcohol is served and postings regarding the 21 and over regulation/policy are placed at the bar and other prominent areas of our centers. Last call for alcohol service will be given 30 minutes prior to the daily close of business.

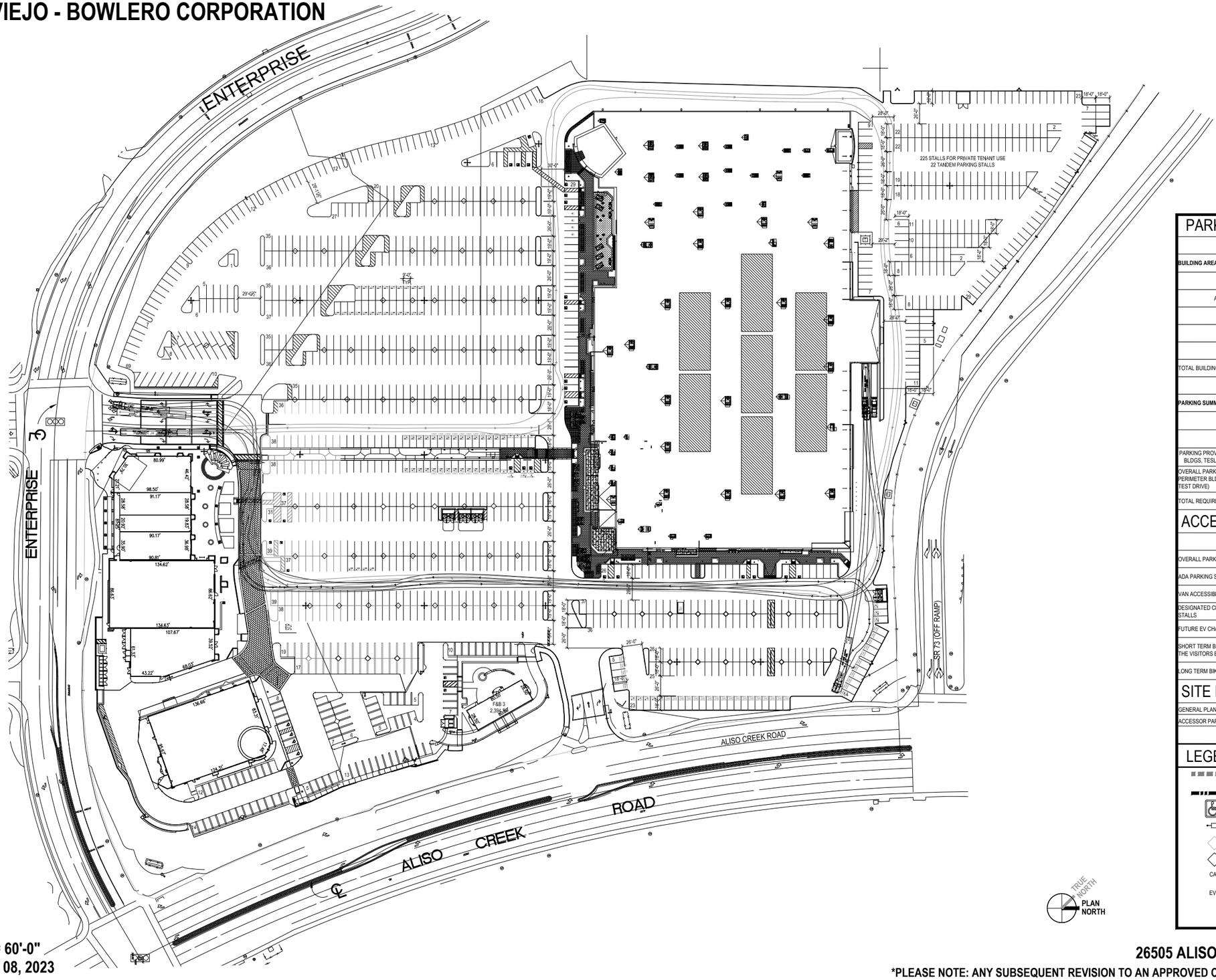
Live entertainment at Lucky Strike Aliso Viejo is planned as a complement to our Family Entertainment Center offering. In our business model, sometimes clients for private events either request or bring performers to entertain their guests. These performers might include face painters, magicians, fortune tellers, dancers, DJs or solo musician acts.

Our intent is to limit performers and performances to what the venue can reasonably accommodate. Occupancy will never exceed the total occupant load allowed in the venue. Performances involving ticket sales, large sound amplification, lighting rigs, elevated stages or large crowds whose sole purpose is to attend a live function are not part of our request for consideration to obtain live entertainment use approval. Moreover, the owner of the premises intends to provide adequate sound and vibration attenuation to prevent sound transmission to the exterior of the building.

Typical Winter Hours of Operation	**Typical Summer Hours of Operation**
Monday: 3pm - 12am	Monday: 11am - 12am
Tuesday: 3pm - 12am	Tuesday: 11am - 12am
Wednesday: 3pm - 12am	Wednesday: 11am - 12am
Thursday: 3pm - 12am	Thursday: 11am - 12am
Friday: 1pm - 2am	Friday: 11am - 2am
Saturday: 10am - 2am	Saturday: 10am - 2am
Sunday: 10am - 1am	Sunday: 10am - 1am

ALISO VIEJO - BOWLERO CORPORATION

SITE PLAN



PARKING SUMMARY

	EXISTING	NEW	NOTES
BUILDING AREAS			
FORMER LOWE'S	186,678 SF	186,357 SF	
APPROVED AREA W/O LOADING		183,245 SF	
LOADING AREA		3,112SF	
PERIMETER BUILDINGS	47,366 SF	47,366 SF	
NEW TENANT DINING AREAS		2,908 SF	
TOTAL BUILDING AREA	234,044 SF	236,631SF	
PARKING SUMMARY			
TESLA LOT		225 STALLS	
TESLA TEST DRIVE		4 STALLS	
PARKING PROVIDED (EXCLUDING PERIMETER BLDGS, TESLA LOT, AND TESLA TEST DRIVE		1,085 STALLS	
OVERALL PARKING PROVIDED (INCLUDING PERIMETER BLDGS, TESLA LOT, AND TESLA TEST DRIVE)	998 STALLS	1,314 STALLS	
TOTAL REQUIRED PARKING	236,631 SF @ 1/220 = 1,076 STALLS		

ACCESSIBLE, EV, AND BIKE PARKING

	REQUIRED	PROVIDED	NOTES
OVERALL PARKING SPACES	1076	1314	SEE ABOVE
ADA PARKING SPACES	24	30	PER TABLE11B-208.2 20 +1/100 OF 1319 STALLS
VAN ACCESSIBLE SPACES	5	8	ONE VAN ACCESSIBLE STALL PER EVERY SIX ADA STALLS
DESIGNATED CLEAN AIR/ VANPOOL / EV STALLS	106	106	8% OF TOTAL PROVIDED STALLS PER 2019 CGBSC - SECTION 5.106.5.2
FUTURE EV CHARGING SPACES	79	79	6% OF TOTAL PROVIDED STALLS PER 2019 CGBSC - SECTION 5.106.5.3
SHORT TERM BIKE PARKING WITHIN 200' OF THE VISITORS ENTRANCE.	16	16	5% OF NEW ADDITIONAL STALLS PROVIDED (316) PER 2019 CGBSC - SECTION 5.106.4.1.1
LONG TERM BIKE PARKING	4	4	5% OF (ASSUMED 20% OF 316) = 5% OF 63.2 = 3.16 OR 4

SITE INFORMATION

GENERAL PLAN LAND USE: SPECIFIC PLAN 2	ZONING CLASSIFICATION: COMMUNITY COMMERCIAL
ACCESSOR PARCEL NUMBER: 629-101-19	SITE AREA: ±1,100,814 SQUARE FEET

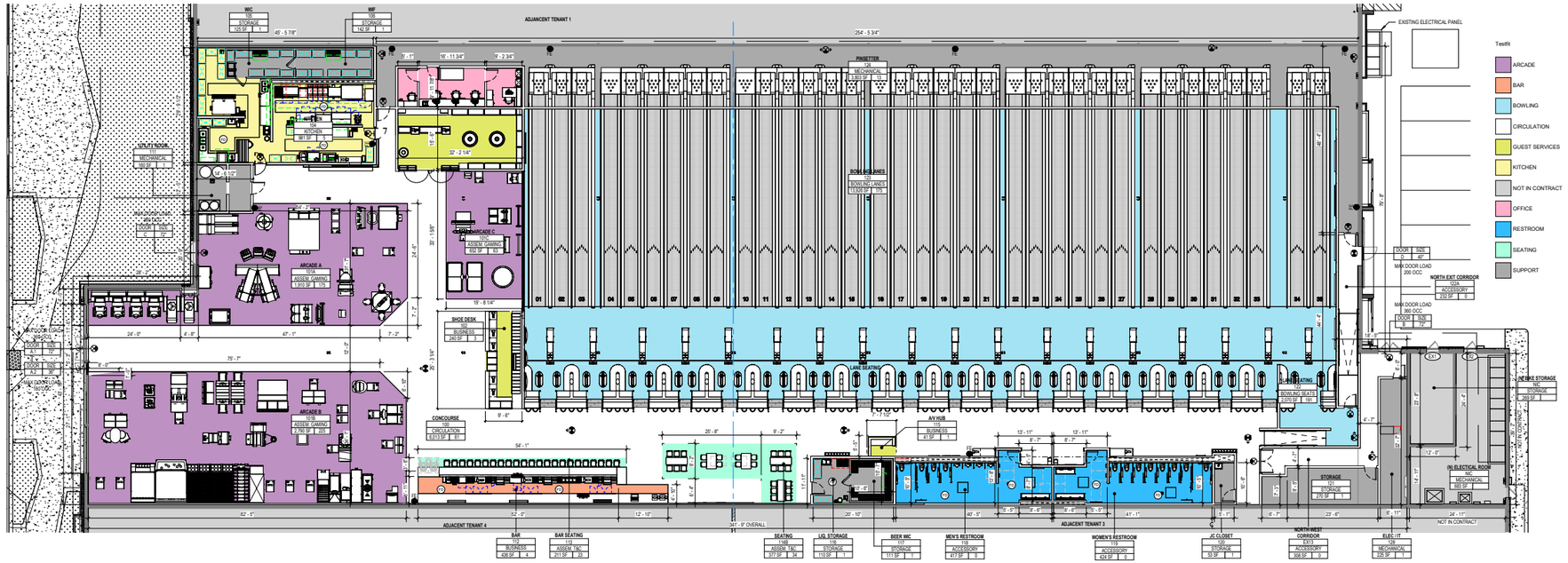
LEGEND

- ACCESSIBLE PATH OF TRAVEL - 48" MIN WIDE : MAX. SLOPE 5% AND MAX. CROSS SLOPE OF 2% AT ALL ACCESSIBLE PATHS AND EGRESS ROUTES.
- RECORDED PROPERTY LINE. REFER TO CIVIL DRAWINGS
- ACCESSIBLE PARKING SPACES, SEE SHEET T3.0 FOR DETAILS
- NEW PARKING LOT LIGHT STANDARD, SEE SITE ELECTRICAL DWGS
- EXISTING PLANTER TO REMAIN
- NEW PLANTER
- CAV — **"CLEAN AIR, VAN POOL, EV"** VEHICLE PARKING STALL, SEE SHEET T3.0 FOR DETAILS
- EVC — **"CLEAN AIR, VAN POOL, EV CAPABLE"** PARKING STALL, SEE SHEET T3.0 FOR DETAILS

SCALE: 1" = 60'-0"
NOVEMBER 08, 2023

26505 ALISO CREEK ROAD, ALISO VIEJO, CA | US

***PLEASE NOTE: ANY SUBSEQUENT REVISION TO AN APPROVED CONCEPT WILL CAUSE DELAY AND IMPACT COST**



PLAN NORTH

TRUE NORTH

A1 Working Floor Plan

LEVEL 01_CUP PLAN

SCALE: 3/32" = 1'-0"

GENERAL INFORMATION

LANE INFO	
LANE COUNT	35
BAR INFO	
SEAT COUNT	23 + 2 ADA
ARCADE INFO	
ARCADE AREA	5,352 SF
OCC INFO	
APPROXIMATE OCCUPANCY	1,009 OCC

ROOM SCHEUDLE

NAME	AREA	OCCUPANCY TYPE
WOMEN'S RESTROOM	424 SF	ACCESSORY
MEN'S RESTROOM	417 SF	ACCESSORY
NORTH-WEST CORRIDOR	308 SF	ACCESSORY
NORTH EXIT CORRIDOR	232 SF	ACCESSORY
ARCADE A	1,910 SF	ASSEM. GAMING
ARCADE B	2,760 SF	ASSEM. GAMING
ARCADE C	652 SF	ASSEM. GAMING
BAR SEATING	211 SF	ASSEM. T&C
SEATING	377 SF	ASSEM. T&C
BOWLING LANES	13,926 SF	BOWLING LANES
LANE SEATING	2,070 SF	BOWLING SEATS
BAR	436 SF	BUSINESS
A/V HUB	41 SF	BUSINESS
REDEMPTION ROOM	499 SF	BUSINESS
SHOE DESK	240 SF	BUSINESS
MANAGER OFFICE	170 SF	BUSINESS
GM OFFICE	92 SF	BUSINESS
CLOSE OUT ROOM	51 SF	BUSINESS
CONCOURSE	6,613 SF	CIRCULATION
KITCHEN	681 SF	KITCHEN
ELEC / IT	225 SF	MECHANICAL
PINSETTER	2,803 SF	MECHANICAL
UTILITY ROOM	180 SF	MECHANICAL
BEER WIC	111 SF	STORAGE
LIQ. STORAGE	110 SF	STORAGE
STORAGE	270 SF	STORAGE
JC CLOSET	53 SF	STORAGE
WF	142 SF	STORAGE
WIC	125 SF	STORAGE

AREAS ABOVE REPRESENT GROSS SQUARE FOOTAGE OF EACH SPACE.

ARCADIS
ALISO VIEJO,CA

Bowlero Aliso Viejo
26505 Aliso Creek Road
Aliso Viejo, CA 92565

CRTKL PROJECT NO. - 003-220175.00

OWNER
BOWLERO CORPORATION
222 W 44TH STREET
NEW YORK CITY, NY 10036
CONTACT - JOSHUA MILLER
PHONE - 303.817.1448

LANDLORD
VALUE ROCK INC
18301 VON KARMAN AVENUE, SUITE 850, IRVINE, CA 92612
CONTACT - TROY THOMAS
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ARCHITECT
ARCADIS INC.
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MEPF ENGINEER
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PHONE - 213.784.5175

STR. ENGINEER
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR, NEW YORK CITY, NY 10001
CONTACT - DIEGO ERAS
PHONE - 212.324.6300 x6029

A/V CONSULTANT
CALI AUTOMATION
2522 CHAMBERS ROAD, TUSTIN, CA 92780
CONTACT - LEVAN NATSVLISHVILI
PHONE - 855.300.2030 x700

KITCHEN CONSULTANT
TRIMARK HOCKENGERGS
10550 BARKLEY STEET, SUITE 201, OVERLAND PARK, KS 66212
CONTACT - BRAD WEAVER
PHONE - 614.735.2428

Disclaimer

Signature & Seal

NOT FOR CONSTRUCTION

Issue Drawing Log

ISSUE FOR 90 CD REVIEW

CUP FLOOR PLAN

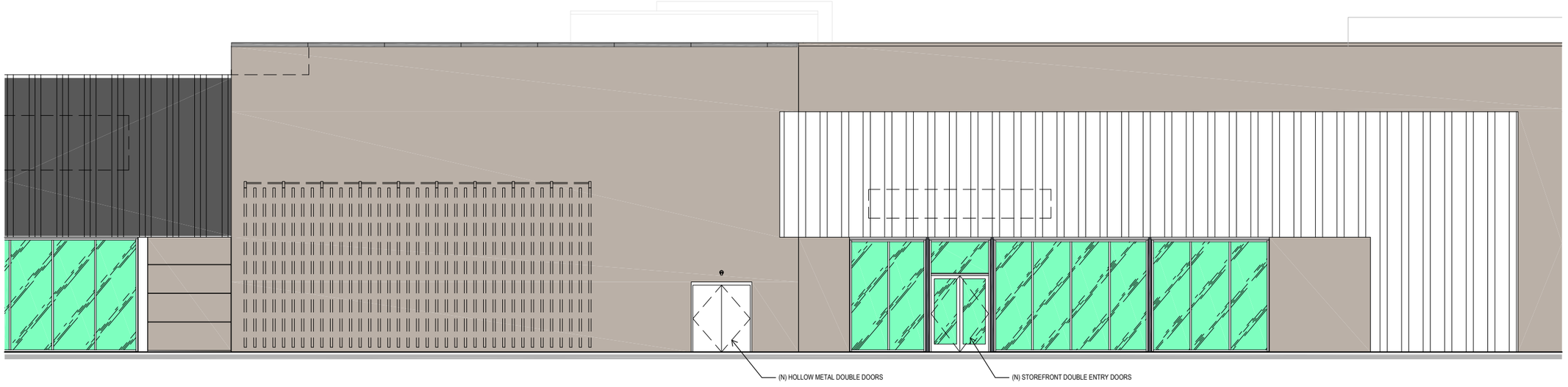
CUP-100

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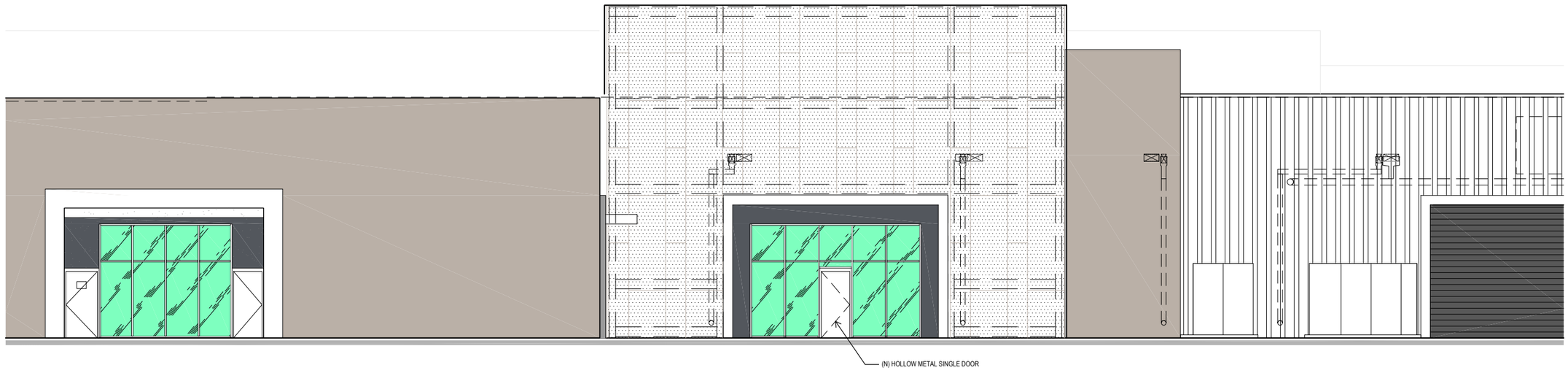
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ALISO VIEJO - BOWLERO CORPORATION

ELEVATIONS



SOUTH FACADE



NORTH FACADE

SCALE: 3/16" = 1'-0"
NOVEMBER 08, 2023

26505 ALISO CREEK ROAD, ALISO VIEJO, CA | US

***PLEASE NOTE: ANY SUBSEQUENT REVISION TO AN APPROVED CONCEPT WILL CAUSE DELAY AND IMPACT COST**

ALISO VIEJO
Live Life Inspired

MAYOR
Mike Munzing

MAYOR PRO TEM
Tiffany Ackley

COUNCILMEMBER
Ross Chun

COUNCILMEMBER
Max Duncan

COUNCILMEMBER
Richard Hurt

May 2, 2024

Rose Rivera
Senior Planner
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656

Subject: Administrative Alcohol Conditional Use Permit;
26503 Aliso Creek Road, Aliso Viejo, Ca. 92656 - *Bowlero/Lucky Strike*

To Whom It May Concern:
26503 Aliso Creek Road, Aliso Viejo, California 92656, is the proposed location for the Type 47 (On-Sale Beer and Wine – Eating Place) license. This premise is located in Aliso Viejo Individual Reporting Area 10 (AV IRA 10). For the period of 5-1-2023 to 4-30-2024, the following statistics are associated with the number of active licenses and violations of alcohol-related laws in their respective areas.

Number of Class 41, 42, and 47 active alcohol licenses per capita by IRA:

AV IRA	Type 41	Type 42	Type 47
07	3	0	0
08	1	1	0
10	16	3	7
12	1	0	0

Alcohol-related crimes including Liquor Law Violations (LLV) and Driving Under the Influence violations (DUI) for the approved reporting areas during the period of 5-1-23 to 4-30-24 were as follows:

Reporting Areas	LLV	DUI
AV IRA 07	22	25
AV IRA 08	20	14
AV IRA 10	12	12
AV IRA 12	2	6

Based upon the information listed above which includes alcohol-related crimes that are within tolerable limits, I find that the public convenience and necessity would be served by recommending the approval of the Type 47 (On-Sale General Eating Place) liquor license authorizing the sale of alcohol on the premises.

Sincerely,
Ryan Dierckman
Sergeant R. Dierckman
Aliso Viejo Police Services, Administrative Sergeant

February 3, 2023

Rob Budetti, CDP
Managing Partner
Architects Orange
rob@aoarchitects.com

Subject: Acoustical Demising Wall Recommendations – Aliso Viejo Town Center

Saxelby Acoustics has prepared the following recommendations for the demising wall acoustical design at the above-referenced project located in the City of Aliso Viejo, California. The following is a summary of our findings and recommendations.

CRITERIA

It is recommended that the bowling alley generated noise be limited to a target noise criterion (NC) of 40 in the adjacent tenant spaces. This limit is based upon ASHRAE recommendations, as shown in the Table below. The NC 40 target is appropriate for typical open office type environments and retail space.

Table 1 Design Guidelines for HVAC-Related Background Sound in Rooms

Room Types		Octave Band Analysis[a] NC/RC[b]	Approximate Overall Sound Pressure Level[a] dBA[c]	dBC[c]
Rooms with intrusion from outdoor noise sources[d]	Traffic noise	N/A	45	70
	Aircraft flyovers	N/A	45	70
Residences, apartments, condominiums	Living areas	30	35	60
	Bathrooms, kitchens, utility rooms	35	40	60
Hotels/motels	Individual rooms or suites	30	35	60
	Meeting/banquet rooms	30	35	60
	Corridors and lobbies	40	45	65
	Service/support areas	40	45	65
Office buildings	Executive and private offices	30	35	60
	Conference rooms	30	35	60
	Teleconference rooms	25	30	55
	Open-plan offices	40	45	65
	Corridors and lobbies	40	45	65
Courtrooms	Unamplified speech	30	35	60
	Amplified speech	35	40	60
Performing arts spaces	Drama theaters, concert and recital halls	20	25	50
	Music teaching studios	25	30	55
	Music practice rooms	30	35	60
Hospitals and clinics	Patient rooms	30	35	60
	Wards	35	40	60
	Operating and procedure rooms	35	40	60
	Corridors and lobbies	40	45	65
Laboratories	Testing/research with minimal speech communication	50	55	75
	Extensive phone use and speech communication	45	50	70
	Group teaching	35	40	60
Churches, mosques, synagogues	General assembly with critical music programs[e]	25	30	55
Schools[f]	Classrooms	30	35	60
	Large lecture rooms with speech amplification	30	35	60
	Large lecture rooms without speech amplification	25	30	55
Libraries		30	35	60
Indoor stadiums, gymnasiums	Gymnasiums and natatoriums[g]	45	50	70
	Large-seating-capacity spaces with speech amplification[g]	50	55	75

FIGURE 1: ASHRAE NOISE GUIDELINES

Fundamentals of Acoustics

Acoustics is the science of sound. Sound may be thought of as mechanical energy of a vibrating object transmitted by pressure waves through a medium to human (or animal) ears. If the pressure variations occur frequently enough (at least 20 times per second), then they can be heard and are called sound. The number of pressure variations per second is called the frequency of sound, and is expressed as cycles per second or Hertz (Hz). [1]

Noise is a subjective reaction to different types of sounds. Noise is typically defined as (airborne) sound that is loud, unpleasant, unexpected or undesired, and may therefore be classified as a more specific group of sounds. Perceptions of sound and noise are highly subjective from person to person.

Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale uses the hearing threshold (20 micropascals), as a point of reference, defined as 0 dB. Other sound pressures are then compared to this reference pressure, and the logarithm is taken to keep the numbers in a practical range. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB, and changes in levels (dB) correspond closely to human perception of relative loudness.

The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by A-weighted sound levels. There is a strong correlation between A-weighted sound levels (expressed as dBA) and the way the human ear perceives sound. Unweighted sound levels are typically expressed as simply dB, or dBZ.

The decibel scale is logarithmic, not linear. In other words, two sound levels 10 dB apart differ in acoustic energy by a factor of 10. When the standard logarithmic decibel is A-weighted, an increase of 10 dBA is generally perceived as a doubling in loudness. For example, a 70-dBA sound is half as loud as an 80-dBA sound, and twice as loud as a 60 dBA sound.

Table 1 lists several examples of the noise levels associated with common situations.

[1]For definitions of acoustical terms see **Appendix A:** "Acoustical Terminology"

TABLE 1:TYPICAL NOISE LEVELS

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	--110--	Rock Band
Jet Fly-over at 300 m (1,000 ft)	--100--	
Gas Lawn Mower at 1 m (3 ft)	--90--	
Diesel Truck at 15 m (50 ft), at 80 km/hr (50 mph)	--80--	Food Blender at 1 m (3 ft) Garbage Disposal at 1 m (3 ft)
Noisy Urban Area, Daytime Gas Lawn Mower, 30 m (100 ft)	--70--	Vacuum Cleaner at 3 m (10 ft)
Commercial Area Heavy Traffic at 90 m (300 ft)	--60--	Normal Speech at 1 m (3 ft)
Quiet Urban Daytime	--50--	Large Business Office Dishwasher in Next Room
Quiet Urban Nighttime	--40--	Theater, Large Conference Room (Background)
Quiet Suburban Nighttime	--30--	Library
Quiet Rural Nighttime	--20--	Bedroom at Night, Concert Hall (Background)
	--10--	Broadcast/Recording Studio
Lowest Threshold of Human Hearing	--0--	Lowest Threshold of Human Hearing

Source: Caltrans, Technical Noise Supplement, Traffic Noise Analysis Protocol. September 2013.

Effects of Noise on People

The effects of noise on people can be placed in three categories:

- Subjective effects of annoyance, nuisance, and dissatisfaction
- Interference with activities such as speech, sleep, and learning
- Physiological effects such as hearing loss or sudden startling

Environmental noise typically produces effects in the first two categories. Workers in industrial plants can experience noise in the last category. There is no completely satisfactory way to measure the subjective effects of noise or the corresponding reactions of annoyance and dissatisfaction. A wide variation in individual thresholds of annoyance exists and different tolerances to noise tend to develop based on an individual's past experiences with noise.

Thus, an important way of predicting a human reaction to a new noise environment is the way it compares to the existing environment to which one has adapted: the so-called ambient noise level. In general, the more a new noise exceeds the previously existing ambient noise level, the less acceptable the new noise will be judged by those hearing it.

With regard to increases in A-weighted noise level, the following relationships occur:

- Except in carefully controlled laboratory experiments, a change of 1 dBA cannot be perceived;
- Outside of the laboratory, a 3-dBA change is considered a just-perceivable difference;

- A change in level of at least 5-dBA is required before any noticeable change in human response would be expected; and
- A 10-dBA change is subjectively heard as approximately a doubling in loudness, and can cause an adverse response.

Stationary point sources of noise – including stationary mobile sources such as idling vehicles – attenuate (lessen) at a rate of approximately 6 dB per doubling of distance from the source, depending on environmental conditions (i.e. atmospheric conditions and either vegetative or manufactured noise barriers, etc.). Widely distributed noises, such as a large industrial facility spread over many acres, or a street with moving vehicles, would typically attenuate at a lower rate.

REVIEW AND RECOMMENDATIONS

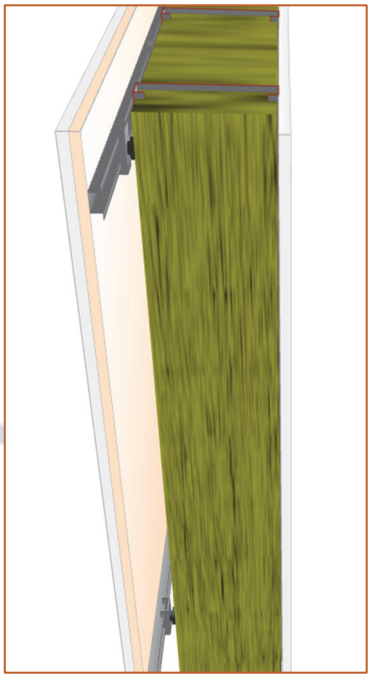
Based upon the sound isolation calculations shown in **Appendix B1**, the bowling alley noise would be expected to exceed the NC 40 criterion by up to 11 dB at 63 Hz, assuming construction of an 8" metal stud demising wall, without sound isolation clips (STC 54). It should be noted that the bowling alley was estimated to operate at a noise level of approximately 78 dBA with the sound spectrum shown in **Appendix B**.

In order to meet the NC 40 criterion Saxelby Acoustics recommends use of the Pac-International resilient sound isolation clip (RSIC-1) to increase overall sound isolation, especially at the low-frequency range (~63-200 Hz). This range will be particularly critical for low-frequency sounds such as bowling ball impact and potentially music. **Appendix B2** shows the sound isolation calculations for this wall assembly, estimated to have an STC rating of 61.

Recommended Wall Design

Saxelby Acoustics recommends the following demising wall design, see **Attachment 1** for additional details and product information:

- 5/8" Type X gypsum (on adjacent tenant sides of partition).
- 8" metal studs.
- Fiberglass or mineral wool batt insulation to full stud depth.
- 2-layer of 5/8" Type X gypsum, or base layer of 5/8" fire-treated plywood and face layer of 5/8" Type X gypsum.



The above-outlined wall system is predicted to reduce bowling alley noise levels to less than the 40 NC criterion in the adjacent tenant spaces, as shown below in **Figure 2**.

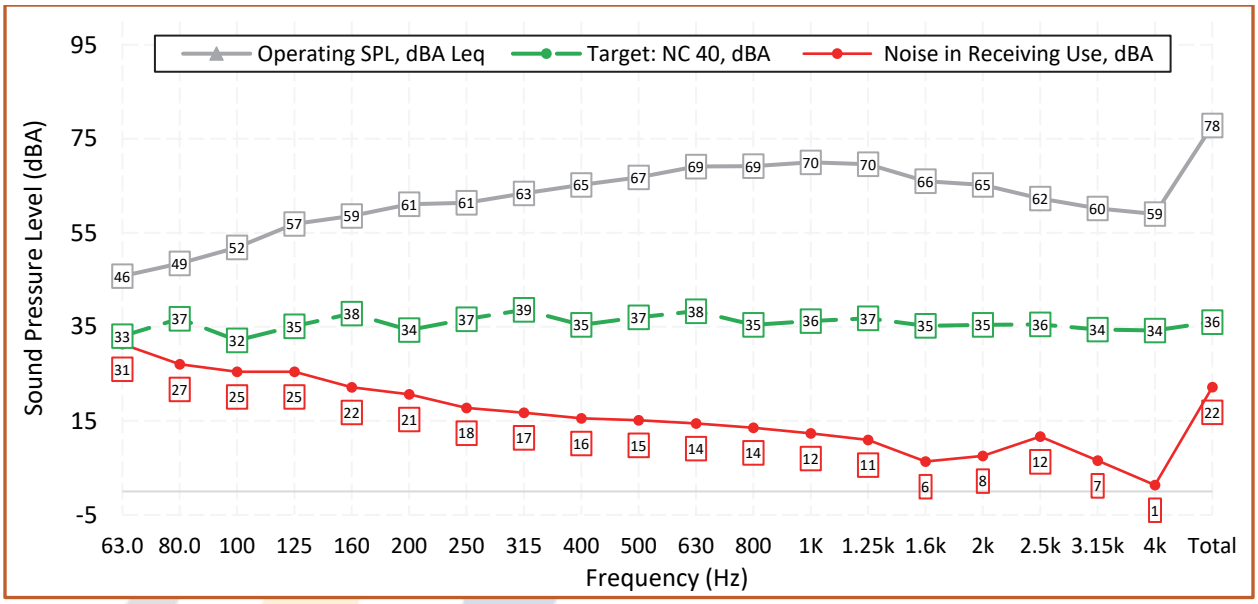


FIGURE 2: PREDICTED BOWLING ALLEY SOUND PRESSURE LEVELS (SPL) IN RECEIVING TENANT SPACE

The **Figure 2** data indicate that the bowling alley noise is predicted to be approximately 2 dBA less than the NC 40 target at 63 Hz. and 7-33 dBA below the target thresholds at 80 Hz. to 4,000 Hz.

CONCLUSIONS

Bowling alley noise levels are predicted to result in average (L_{eq}) noise levels of less than NC 40 (36 dBA), during peak operations. These conclusions assume the following:

- The bowling alley operates at a typical interior noise level not exceeding 78 dBA L_{eq} with a sound spectrum as outlined in **Appendix B**.

- An acoustic wall assembly shall be constructed between the bowling alley and adjacent tenant spaces. Recommend acoustic products are shown in **Attachment 1.** The walls should be construction as outlined below:
    - 5/8" Type X gypsum (on adjacent tenant sides of partition).
    - 8" metal studs.
    - Fiberglass or mineral wool batt insulation to full stud depth.
    - 2-layer of 5/8" Type X gypsum, or base layer of 5/8" fire-treated plywood and face layer of 5/8" Type X gypsum.

- Acoustic assemblies shall be full height and sealed at the roof deck with closed cell foam and/or appropriate fire/acoustic caulking. Any penetrations in an acoustic assembly shall also be sealed.

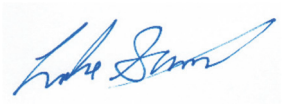
- Speakers shall be shall not be attached to the demising wall.

- This analysis does not consider potential structural impact sound transmission through the bowling alley lane system.

Please let me know if you have any questions or comments on these recommendations.

Sincerely,

Saxelby Acoustics LLC





Luke Saxelby, INCE Bd. Cert.
Principal Consultant
Board Certified, Institute of Noise Control Engineering

Appendix A: Acoustical Terminology

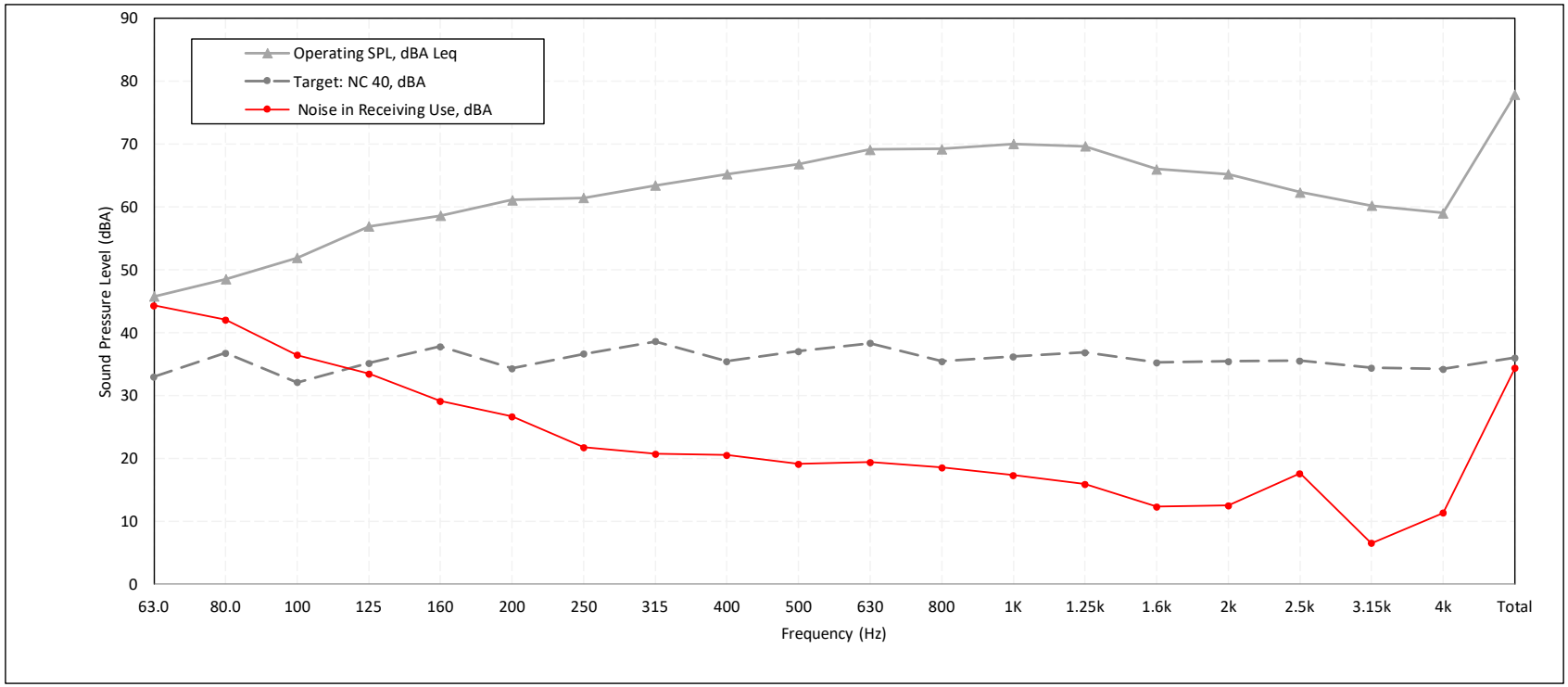
Acoustics	The science of sound.
Ambient Noise	The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.
ASTC	Apparent Sound Transmission Class. Similar to STC but includes sound from flanking paths and correct for room reverberation. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic.
Attenuation	The reduction of an acoustic signal.
A-Weighting	A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.
Decibel or dB	Fundamental unit of sound, A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.
CNEL	Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by +5 dBA and nighttime hours weighted by +10 dBA.
DNL	See definition of Ldn.
IIC	Impact Insulation Class. An integer-number rating of how well a building floor attenuates impact sounds, such as footsteps. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic.
Frequency	The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz (Hz).
Ldn	Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.
Leq	Equivalent or energy-averaged sound level.
Lmax	The highest root-mean-square (RMS) sound level measured over a given period of time.
L(n)	The sound level exceeded a described percentile over a measurement period. For instance, an hourly L50 is the sound level exceeded 50% of the time during the one-hour period.
Loudness	A subjective term for the sensation of the magnitude of sound.
NIC	Noise Isolation Class. A rating of the noise reduction between two spaces. Similar to STC but includes sound from flanking paths and no correction for room reverberation.
NNIC	Normalized Noise Isolation Class. Similar to NIC but includes a correction for room reverberation.
Noise	Unwanted sound.
NRC	Noise Reduction Coefficient. NRC is a single-number rating of the sound-absorption of a material equal to the arithmetic mean of the sound-absorption coefficients in the 250, 500, 1000, and 2,000 Hz octave frequency bands rounded to the nearest multiple of 0.05. It is a representation of the amount of sound energy absorbed upon striking a particular surface. An NRC of 0 indicates perfect reflection; an NRC of 1 indicates perfect absorption.
RT60	The time it takes reverberant sound to decay by 60 dB once the source has been removed.
Sabin	The unit of sound absorption. One square foot of material absorbing 100% of incident sound has an absorption of 1 Sabin.
SEL	Sound Exposure Level. SEL is a rating, in decibels, of a discrete event, such as an aircraft flyover or train pass by, that compresses the total sound energy into a one-second event.
SPC	Speech Privacy Class. SPC is a method of rating speech privacy in buildings. It is designed to measure the degree of speech privacy provided by a closed room, indicating the degree to which conversations occurring within are kept private from listeners outside the room.
STC	Sound Transmission Class. STC is an integer rating of how well a building partition attenuates airborne sound. It is widely used to rate interior partitions, ceilings/floors, doors, windows and exterior wall configurations. The STC rating is typically used to rate the sound transmission of a specific building element when tested in laboratory conditions where flanking paths around the assembly don't exist. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic.
Threshold of Hearing	The lowest sound that can be perceived by the human auditory system, generally considered to be 0 dB for persons with perfect hearing.
Threshold of Pain	Approximately 120 dB above the threshold of hearing.
Impulsive	Sound of short duration, usually less than one second, with an abrupt onset and rapid decay.
Simple Tone	Any sound which can be judged as audible as a single pitch or set of single pitches.

Appendix B
Sound Isolation Calculations

Appendix: B-1

Project: Aliso Viejo - Sound Transfer Evaluation - Bowling Alley to Adjacent Spaces - 8" Metal Stud Demising Wall, No Acoustic Clips

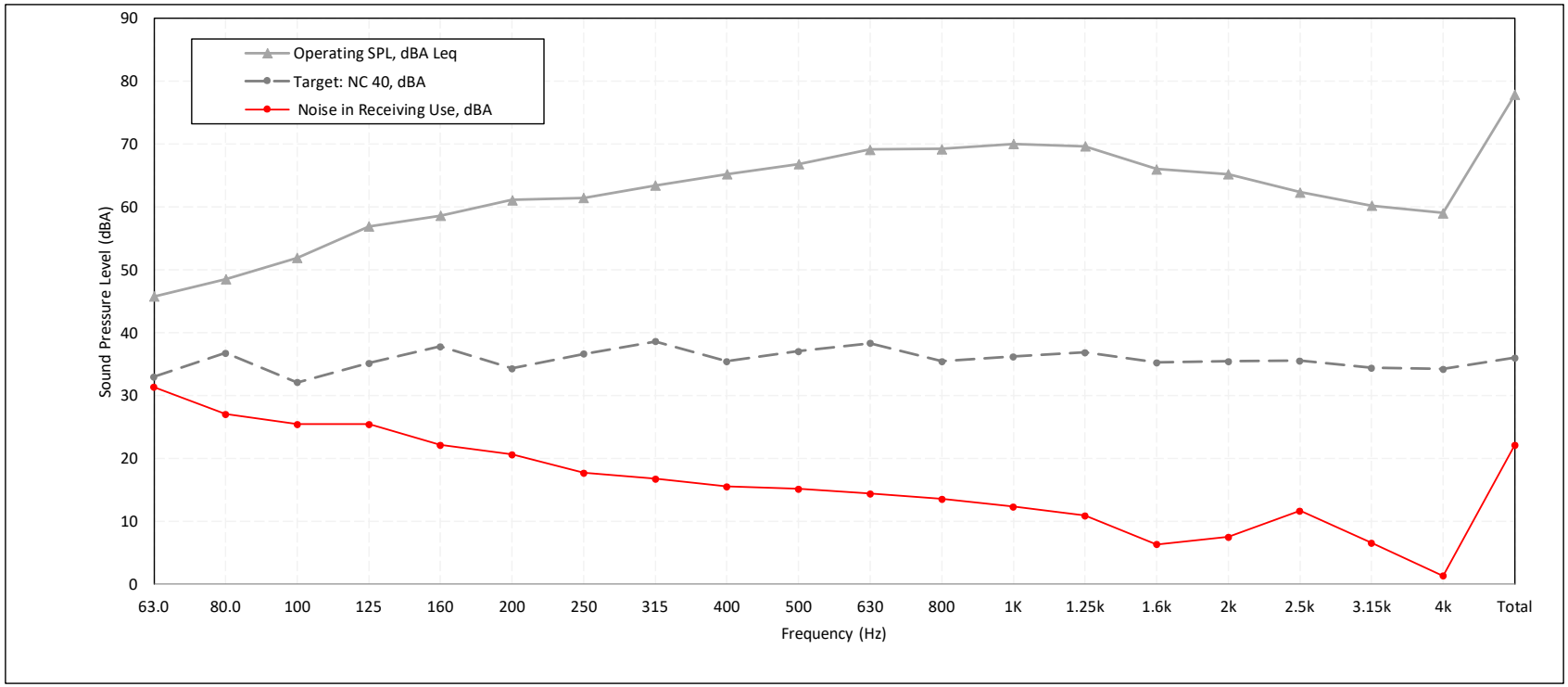
	63.0	80.0	100	125	160	200	250	315	400	500	630	800	1K	1.25k	1.6k	2k	2.5k	3.15k	4k	Total	
Operating SPL, dBA Leq	46	49	52	57	59	61	61	63	65	67	69	69	70	70	66	65	62	60	59	78	Based on Published Data
TL, RSIC-1 Wall	10	15	24	32	38	43	47	50	52	55	57	58	60	61	61	60	52	61	55	N/A	8" Metal Studs, 1-layer 5/8" gyp. on both sides, full depth insulation.
Area of Transmitting Panel, ft^2	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	N/A	Area of Wall Seperating Receiver
Rec. Room Volume. ft^3	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	N/A	Reciever Room Volume
RT60	2.00	2.00	2.00	2.00	2.00	2.00	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	N/A	Estimated RT60
Absorption, sabins	1000	1000	1000	1000	1000	1000	1333	1333	1333	1333	1333	1333	1333	1333	1333	1333	1333	1333	1333	N/A	Sound Absorption in Receiving Room
NR	1	6	15	23	29	34	40	43	45	48	50	51	53	54	54	53	45	54	48	N/A	Noise Reduction between LTF and Receiver
Noise in Receiving Use, dBA	44	42	36	33	29	27	22	21	21	19	19	19	17	16	12	13	18	7	11	34	Predicted interior noise level, dBA Leq
Target: NC 40, dBA	33	37	32	35	38	34	37	39	35	37	38	35	36	37	35	35	36	34	34	36	Ambient Noise Level at Receiver, NC40 (dBA)
Increase Over (+) or Under (-) Ambient:	11	5	4	-2	-9	-8	-15	-18	-15	-18	-19	-17	-19	-21	-23	-23	-18	-28	-23	-2	SPL predicted to be 6 dBA above target



Appendix: B-2

Project: Aliso Viejo - Sound Transfer Evaluation - Bowling Alley to Adjacent Spaces - 8" Metal Stud Demising Wall, with RSIC-1 Clips

	63.0	80.0	100	125	160	200	250	315	400	500	630	800	1K	1.25k	1.6k	2k	2.5k	3.15k	4k	Total	
Operating SPL, dBA Leq	46	49	52	57	59	61	61	63	65	67	69	69	70	70	66	65	62	60	59	78	Based on Published Data
TL, RSIC-1 Wall	23	30	35	40	45	49	51	54	57	59	62	63	65	66	67	65	58	61	65	N/A	RSIC-1 on 8" Metal Studs with 2-layers 5/8, 1-layer 5/8" on opposite side, full depth insulation.
Area of Transmitting Panel, ft^2	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	N/A	Area of Wall Seperating Receiver
Rec. Room Volume. ft^3	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	N/A	Reciever Room Volume
RT60	2.00	2.00	2.00	2.00	2.00	2.00	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	N/A	Estimated RT60
Absorption, sabins	1000	1000	1000	1000	1000	1000	1333	1333	1333	1333	1333	1333	1333	1333	1333	1333	1333	1333	1333	N/A	Sound Absorption in Receiving Room
NR	14	21	26	31	36	40	44	47	50	52	55	56	58	59	60	58	51	54	58	N/A	Noise Reduction between LTF and Receiver
Noise in Receiving Use, dBA	31	27	25	25	22	21	18	17	16	15	14	14	12	11	6	8	12	7	1	22	Predicted interior noise level, dBA Leq
Target: NC 40, dBA	33	37	32	35	38	34	37	39	35	37	38	35	36	37	35	35	36	34	34	36	Ambient Noise Level at Receiver, NC40 (dBA)
Increase Over (+) or Under (-) Ambient:	-2	-10	-7	-10	-16	-14	-19	-22	-20	-22	-24	-22	-24	-26	-29	-28	-24	-28	-33	-14	SPL predicted to be 6 dBA above target

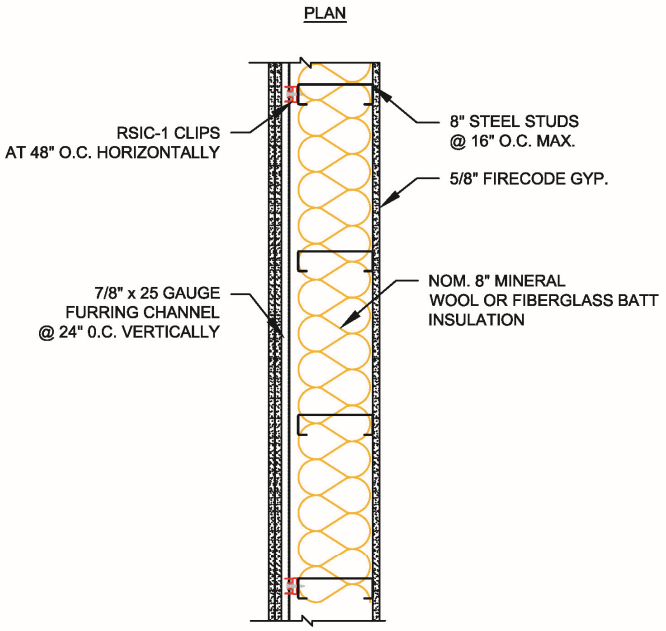


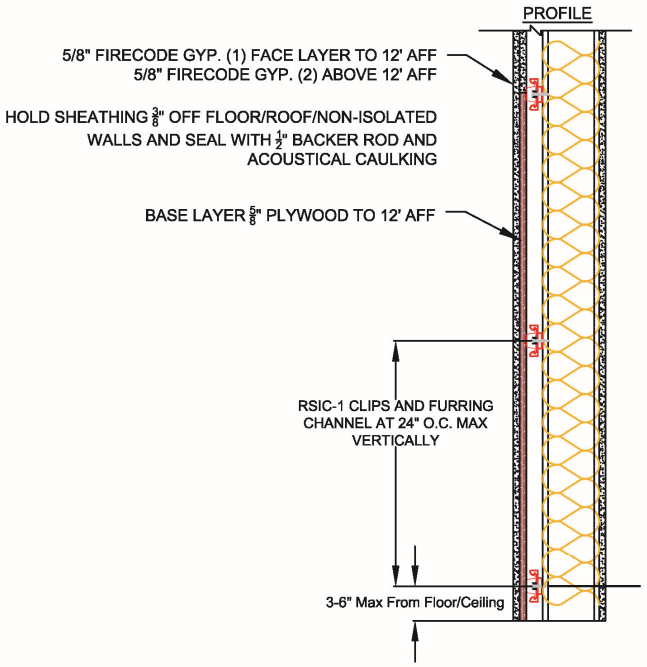
Attachment 1
Wall Assembly Details

Aliso Viejo Town Center Noise Control

Acoustic Assembly Details

Detail 1: Recommended Demising Wall





Notes

These details have been prepared by Saxelby Acoustics to meet the project noise isolation performance goals. These details are not meant for construction and must be reviewer by the project architect and/or structural engineer for safety, structural soundness, and compliance with all applicable building codes.

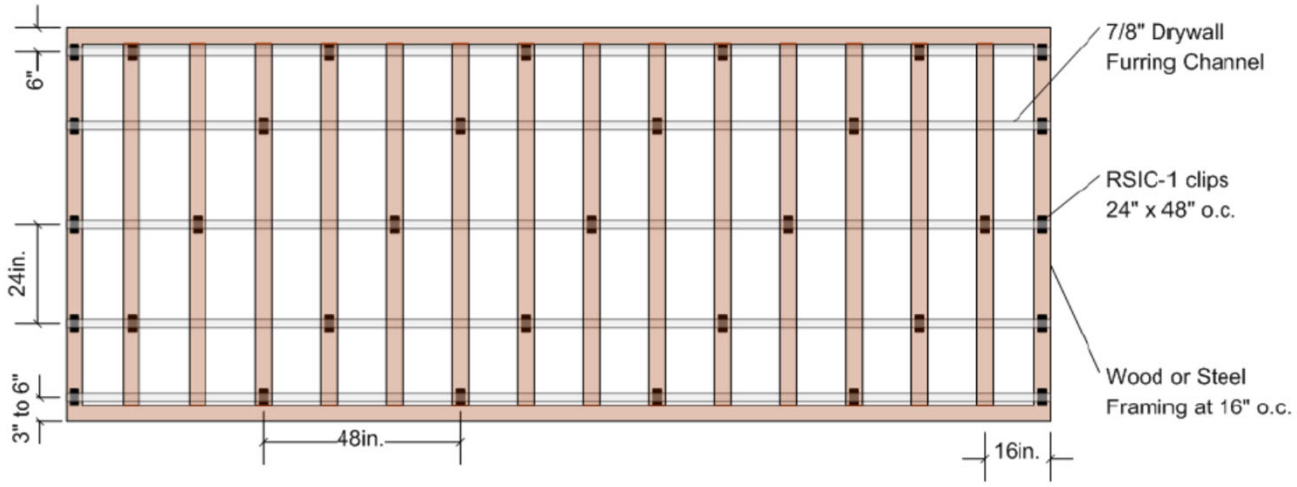
Not for Construction

Rev 0 – 2/3/2023

SAXELBY ACOUSTICS
Acoustics · Noise · Vibration

RSIC-1 Wall or Ceiling System Framing at 16" o.c.

RSIC-1 clips at 24" x 48" o.c. 1 or 2 Layers of 5/8" Gypsum Board



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Aliso Viejo Town Center Noise Control

Acoustic Assembly Details

Detail 1: Recommended Demising Wall

Notes

These details have been prepared by Saxelby Acoustics to meet the project noise isolation performance goals. These details are not meant for construction and must be reviewer by the project architect and/or structural engineer for safety, structural soundness, and compliance with all applicable building codes.

Not for Construction

Rev 0 – 2/3/2023

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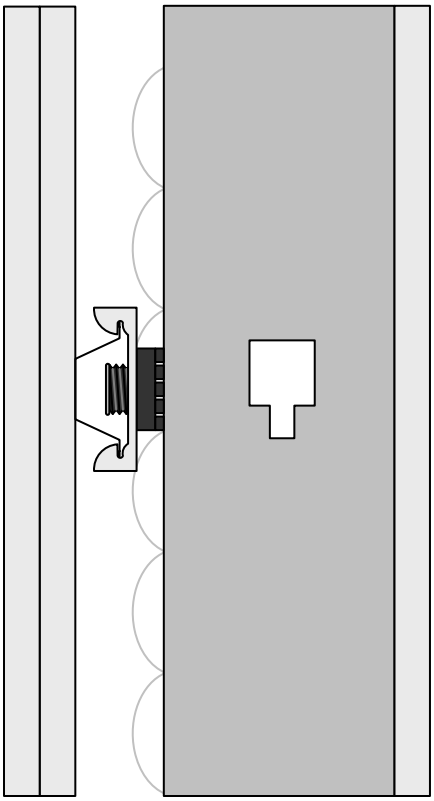
World Leader in Noise Control Solutions

WALL ASSEMBLY

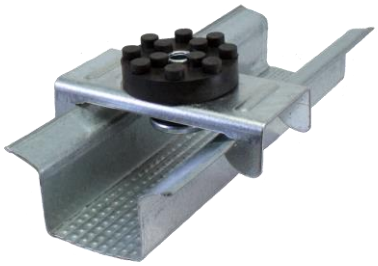
Steel Stud Wall

WWW.PAC-INTL.COM

Test #: RAL TL05-012	RSIC-1 with Drywall Furring Channel



RSIC-1



CONSTRUCTION

- 2 Layers 5/8" (16mm) Type C Gypsum Board
- Drywall Furring Channel @ 24" o.c. (610mm)
- PAC RSIC-1 @ 24" x 48" o.c. (610mm x 1219mm)
- 3-5/8" (92mm) 20ga Steel Studs @ 24" o.c. (610mm)
- 6-1/4” (159mm) Fiberglass Batt Insulation
- 1 Layer 5/8" (16mm) Type C Gypsum Board

CLASSIFIED C UL US

1 Hr.

UL File Number: R16638

Airborne Sound

STC 61

Airborne Sound

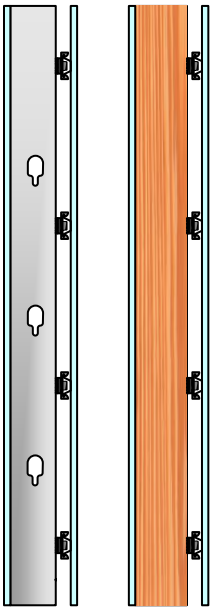
OITC 45

Visit PAC’s Fire and Sound Assembly Selector

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RSIC-1



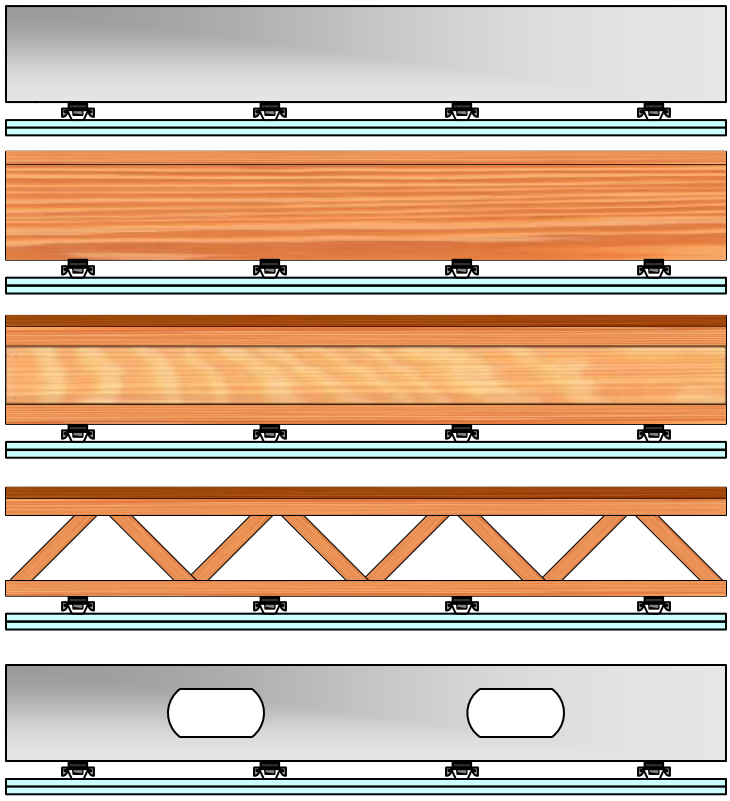




The **RSIC-1** is designed for use with any wood, steel or concrete application where noise control is required. This includes, wood framed, steel framed, CMU, or concrete wall and or ceiling systems. The RSIC-1 assembly decouples the gypsum board from the structure, giving the assembly enhanced acoustical performance. With an Acoustical design load rating of 36 lbs per isolator, the RSIC-1 clip can support up to two layers of 5/8" gypsum board when spaced no more that 24" x 48" oc. The RSIC-1 clip fastens directly to the framing or structure. The RSIC-1 decouples the gypsum board from the structure stopping STC and IIC vibrations from entering the space adjacent. The RSIC-1 systems have several UL fire resistive design assemblies from ranging one hour to four hours. The UL assemblies can be viewed on our site at http://pac-intl.com/fire_ratings_list.html, and on UL.com

RSIC-1, the Low Cost, High Performance, Noise control Solution

Wood	Concrete	Apartment	Recording Studio
Steel	Condo	Retail	Home Theater
Metal deck	Commercial	Conference Rooms	Commercial theater



RSIC-1 specifications:	
Acoustical design load:	36 Lbs
Total deflection	3 mm
Double deflection	Yes (1.5 mm)
Made with Recycled content	Yes
Low VOC treated	Yes
Adjustable	No
Cavity min	1-5/8"
Cavity Max	1-5/8"
Adjustment limit	N/A
Use on Ceilings	Yes
Use on walls	Yes
New Construction	Yes
Retro Fit	Yes
Made in USA	Yes

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1. Product Name

●RSIC-1 Resilient Sound Clip System
- RSIC-1® Resilient Sound Isolation Clips
- RSIC-1 Backer®

2. Manufacturer

PAC International, LLC
7260 W Azure Dr
Suite 140-213
Las Vegas, NV 89130
Phone: (866) 774-2100
Fax: (866) 649-2710
Email: **info@pac-intl.com**
Web: **www.pac-intl.com**

3. Product Description

RSIC-1

The RSIC-1 is designed for use with any wood-framed, steel-framed, CMU, or concrete wall and ceiling system where noise control is needed. The RSIC-1 assembly decouples and isolates the gypsum board or sheet goods from the structure increasing the acoustical performance of the system.

The RSIC-1 stops the noise and vibrations that typically would be allowed to transfer through the structure. The RSIC-1 systems have several UL fire resistive design assemblies ranging from one hour to four hours.

The UL assemblies can be viewed on the PAC International, LLC site (www.pac-intl.com) and on **UL.com**. (File #: R16638)

Materials and Composition

The 18 gauge RSIC-1 clips are composed of galvanized or aluminum-zinc coated steel and is manufactured in Canby, OR.

The RSIC rubber isolators are made of a proprietary rubber and/or manufactured rubber compounds.



RSIC-1

Sizes and Weight-bearing Information:

The RSIC-1 has an acoustical design load rating of 36 pounds per isolator.
The RSIC-1 clip can support up to two layers of 5/8 inch gypsum board when spaced at 24 × 48 inches on center.
For heavier systems increase the number of isolators and channel to support the additional weight of the system. The RSIC-1 clip fastens directly to the framing or structure creating a 1-5/8 inch cavity between the face of the framing and the back of the gypsum board.

Product Limitations:

For interior use only with operating temperatures of 40–100 degrees F (4.4–37.8 degrees C).

4. Technical Data

Applicable Standards

ASTM International (ASTM)

ASTM E90 Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements

ASTM E413 Classification for Rating Sound Insulation

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Underwriters Laboratories (UL)
UL Fire Resistance Directory R16638
www.ul.com.

The RSIC-1 may contribute to LEEDS points, see Leed information on pac-intl.com

5. Installation

General installation: follow manufacturer's specific installation instructions.

- Install resilient sound isolation clips and drywall furring channels in accordance with manufacturer's instructions
- Mechanically fasten resilient sound isolation clips to structure with screws, bolts or expansion anchors, dependent upon structure
- Fire-Resistive Design Assemblies: Install as specified in *UL Fire Resistance Directory*, where required
- Do not arbitrarily add resilient sound isolation clips to fire-rated assemblies
- Space resilient sound isolation clips at maximum of 24 × 48 inches (600 × 1200 mm) on center for walls and ceilings
- Do not exceed design load (pull and shear) of 36 pounds per isolation clip
- Stagger isolation clip installation, so dead load is supported by all support members
- Splicing Drywall Furring Channels: Splice drywall furring channels with minimum of six inch (150 mm) laps
- Secure laps with two framing screws or 18 gauge tie wire double wrapped
- Locate splices between resilient sound isolation clips
- Do not locate splices on resilient sound isolation clips
- Install resilient sound isolation clips on one side of wall assembly, unless otherwise indicated on the drawings

Flanking Noise:

- Review installation details to prevent structure-borne flanking noise
- Do not allow drywall furring channels or gypsum board to contact foreign materials, including floors, ceilings or wall framing members
- Ensure metal ferrule of resilient sound isolation clips is in firm contact with structural member
- Gypsum Board:
- Install gypsum board in vertical or horizontal position with a 1⁄4 inch (6 mm) gap around perimeter for acoustical sealant application
- Install gypsum board in accordance with ASTM C840 as specified in Section 09250

Acoustical Sealant:

- Seal potential air leaks with acoustical sealant to achieve best Field Sound Transmission Class (FSTC)
- Seal electrical outlets and penetrations with acoustical sealant
- Apply fire-rated acoustical sealant at locations where fire- rated assembly is required
- Putty Pad Sealant: acoustically seal with putty pads, electrical boxes in walls and ceilings in which resilient sound isolation clips are used

6. Availability and Cost

Please contact PAC International, LLC. for availability and pricing information.

7. Warranty

RSIC-1 clips and RSIC-1 Backer have no warranty.

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8. Maintenance

No maintenance is necessary.

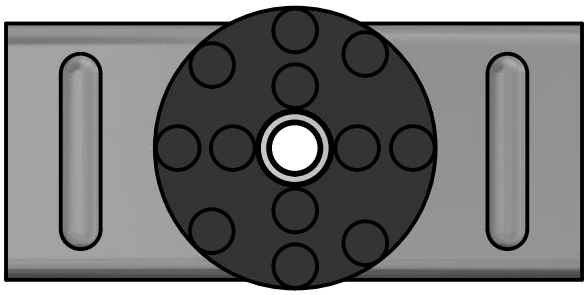
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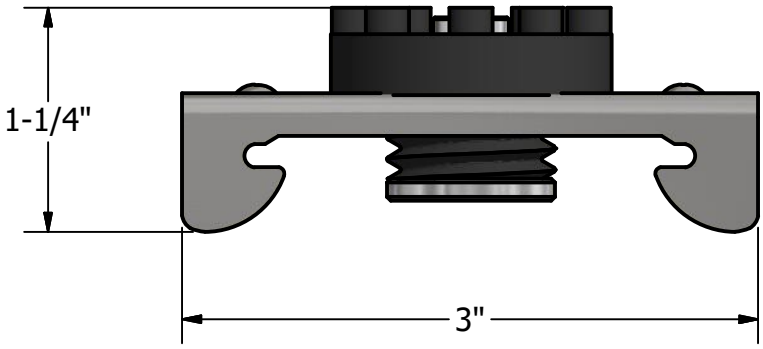
PAC International Inc. offers online product pages, installation guides, and specification sheets. Technical information can be found on the website, **www.pac-intl.com** or by calling 866-774-2100, ext. 101 or 801. Fire ratings, sound test assemblies, CAD drawings, assembly drawings and clip specifications are also on the website.

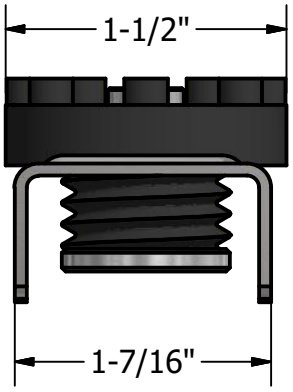
10. Filing Systems

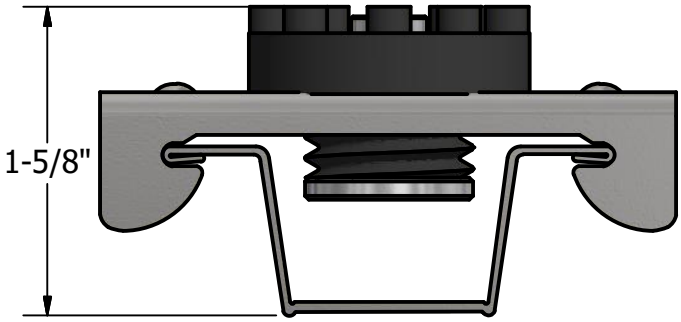
Additional product information is available from the manufacturer upon request

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RSIC-1	
5/19/2021	
SCALE 1 : 1	

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RSIC-1-INSTALLATON GUIDE

RSIC-1 SOUND ISOLATION CLIP



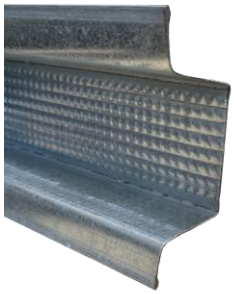
RSIC-1

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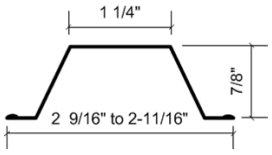
RSIC-1-INSTALLATON GUIDE

RSIC-1 SOUND ISOLATION CLIP

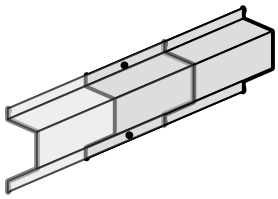


Drywall Furring Channel:

- **Furring Channel:** 25 gauge, hemmed edge detail required on all furring channel. Meets or exceeds SFIA and SSMA requirements.
- **Depth:** 7/8 inch
- **Width Bottom:** 2-9/16” to 2-11/16” inch wide nominal.
- **Width Top:** 1-1/4 inch wide
- **Max spacing:** 24 inches oc.



Splice drywall furring channel (hat track) with 6 inch overlap in mid span (between two clips) secure with 18 ga tie wire, or two 7/16” framing screws.



Drywall Furring Channel Overlap:

- Overlap drywall furring channel mid span in between RSIC clips and fasten together with 2 Steel framing screws



Resilient Sound Isolation Clip (RSIC-1)

- **Maximum Spacing:** 48 inches on center
- **Maximum Acoustical Design Load:** 36 lbs

RSIC-1 Dimensions:

- RSIC-1 clip 3” tall
- RSIC-1 clip 1-1/4” deep
- RSIC-1 and drywall furring channel 1-5/8” deep

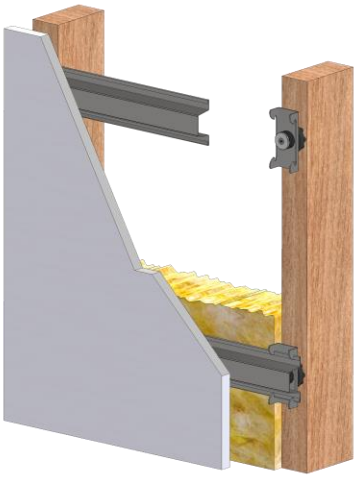
Fasteners:

- **RSIC-1 to Wood:** #8 x 2-1/2 inch minimum size coarse thread screw. (Recommended #12 or #10 x 2-1/2 inch hex head)
- **RSIC-1 to Steel:** # 8 x 1-5/8 inch minimum size fine thread screw. (Recommended #12 or #10 x 1-5/8 inch hex head)
- DO NOT fasten Resilient Sound Isolation Clips (RSIC-1) to framing members with nails. Use only approved screws.

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RSIC-1-INSTALLATON GUIDE

RSIC-1 SOUND ISOLATION CLIP



WALLS: One and Two Layers of 5/8" Gypsum Board

- Resilient Sound Isolation Clips (RSIC-1) shall be 48 x 24 inches maximum on center (horizontal).
- Fasten the Resilient Sound Isolation Clip (RSIC-1) to the substrate with a fastener approved for a minimum pull-out and sheer of 120 lbs.
- Ensure the internal metal ferrule is tight to the substrate. • Locate the first row of RSIC-1 clips within 3 inches from the floor and within 6 inches from the ceiling.
- Snap in the drywall furring channel (hat track) into the RSIC-1 clips (horizontal for walls). (see page 2 for splice details) Channel max spacing 24 inches oc.
- Place 1/4" (minimum) shim on floor to fully support the gypsum board.
- Install the gypsum board from the bottom up leaving a 1/4" min. gap around the perimeter of the wall.
- ONLY remove the shims after ALL the gypsum board is completely screwed to ALL the drywall furring channels. Make sure every screw (floor to ceiling and wall to wall) is installed as required by the assembly design, in every layer of gypsum board before removing the shims at the floor. The shims are critical to ensure best results.
- Caulk around the entire perimeter of the gypsum board. Use fire and smoke rated acoustical sealant where required.



Ceilings: One and Two Layers of 5/8" Gypsum Board

- Resilient Sound Isolation Clips (RSIC-1) shall be 48 x 24 inches maximum on center .
- Fasten the Resilient Sound Isolation Clip (RSIC-1) to the substrate with a fastener approved for a minimum pull-out and sheer of 120 lbs.
- Ensure the internal metal ferrule is tight to the substrate.
- Locate the first row of RSIC-1 clips within 8 inches of the wall at each end of a run.
- Snap in the drywall furring channel (hat track) into the RSIC-1 clips. Channel max spacing 24 inches oc.
- Install the gypsum board from leaving a 1/4" min. gap around the perimeter of the ceiling.
- Caulk around the entire perimeter of the gypsum board. Use fire and smoke rated acoustical sealant where required.



General Information:

- Refer to www.UL.com, or www.pac-intl.com for complete installation details on all fire resistive assembly designs.
- Resilient Sound Isolation Clip (RSIC-1), furring channel (hat track) and gypsum board shall not carry heavy loads such as cabinets, bookshelves, dropped ceilings, light fixtures, speakers, televisions, headboards, or floating vanities.
- Splice furring channel (hat track) with 6 inch overlap in mid span, secure with 18 ga. tie wire or with two framing screws (7/16")
- Seal all potential air leaks with non-hardening acoustical caulking to achieve best noise control results. Use fire rated sealant where required.
- When attaching the RSIC-1 clips to a steel stud the minimum allowable thickness is 20 ga. (0.030).

Fire Test Information:

Approved for use in over 150 different UL fire resistive design assemblies.
Check our website for the latest updates of the fire testing approvals
WWW.PAC-INTL.COM
Check UL Fire Resistance Directory File # R16638
Check UL's web pages. **www.ul.com/database**
Contact UL (877) UL– HELPS

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RSIC-1-INSTALLATON GUIDE

RSIC-1 SOUND ISOLATION CLIP

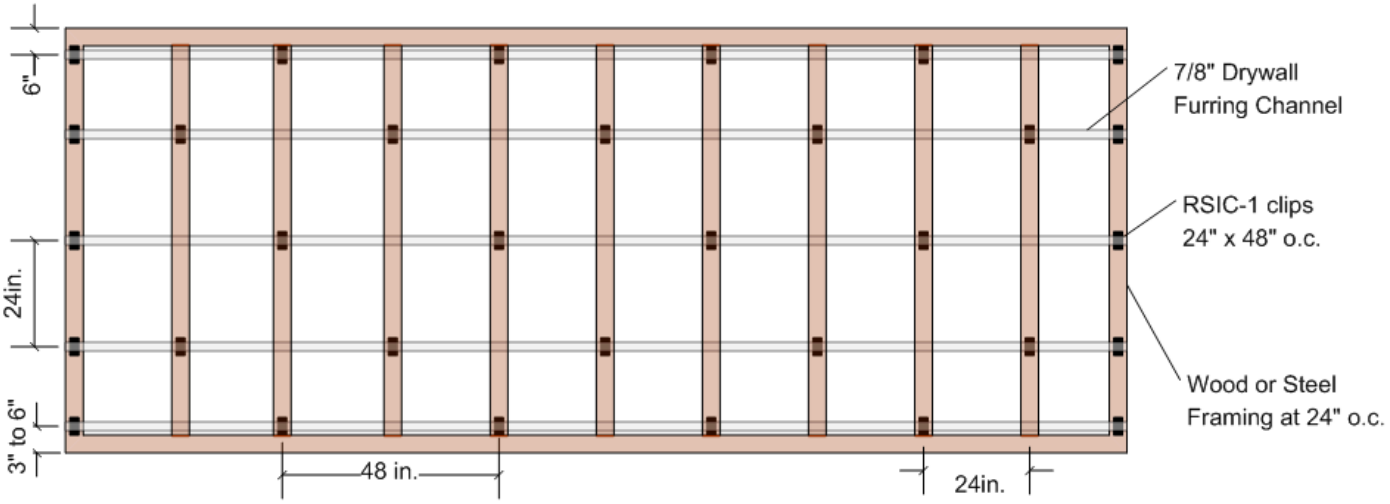
APPLICATION RECOMMENDATIONS FOR WALLS AND CEILINGS, WOOD OR STEEL FRAMING

INSTALLING RESILIENT SOUND ISOLATION CLIPS (RSIC-1)

RSIC CLIPS AT 24” OC.

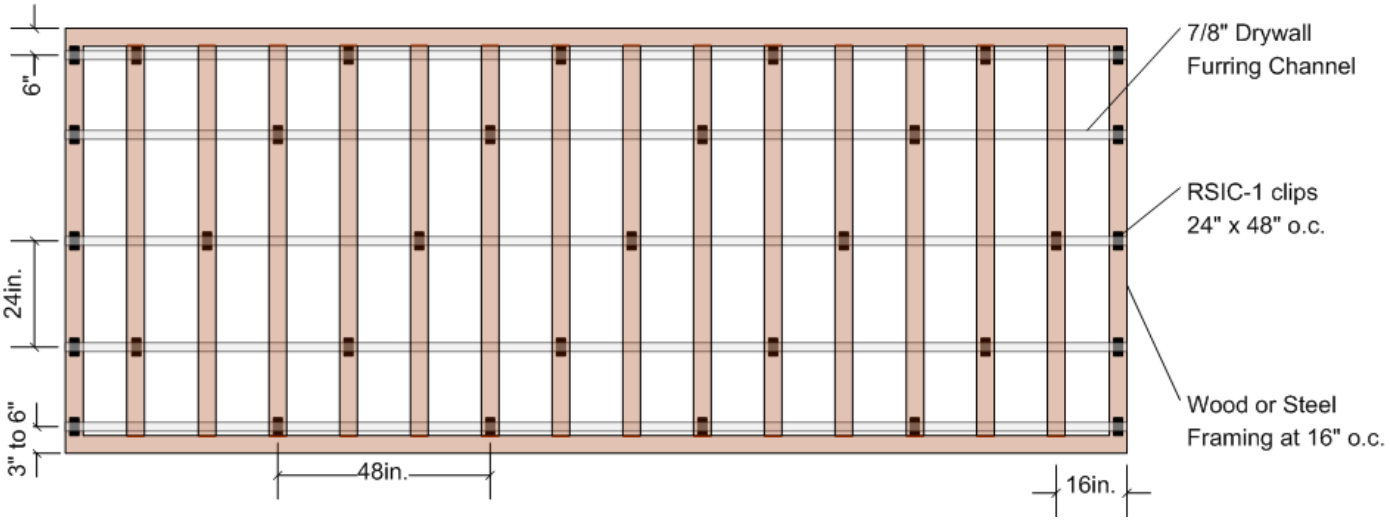
RSIC-1 Wall or Ceiling System Framing at 24" o.c.

RSIC-1 clips at 24" x 48" o.c. 1 or 2 Layers of 5/8" Gypsum Board



RSIC-1 Wall or Ceiling System Framing at 16" o.c.

RSIC-1 clips at 24" x 48" o.c. 1 or 2 Layers of 5/8" Gypsum Board



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RSIC-1-INSTALLATON GUIDE

RSIC-1 SOUND ISOLATION CLIP

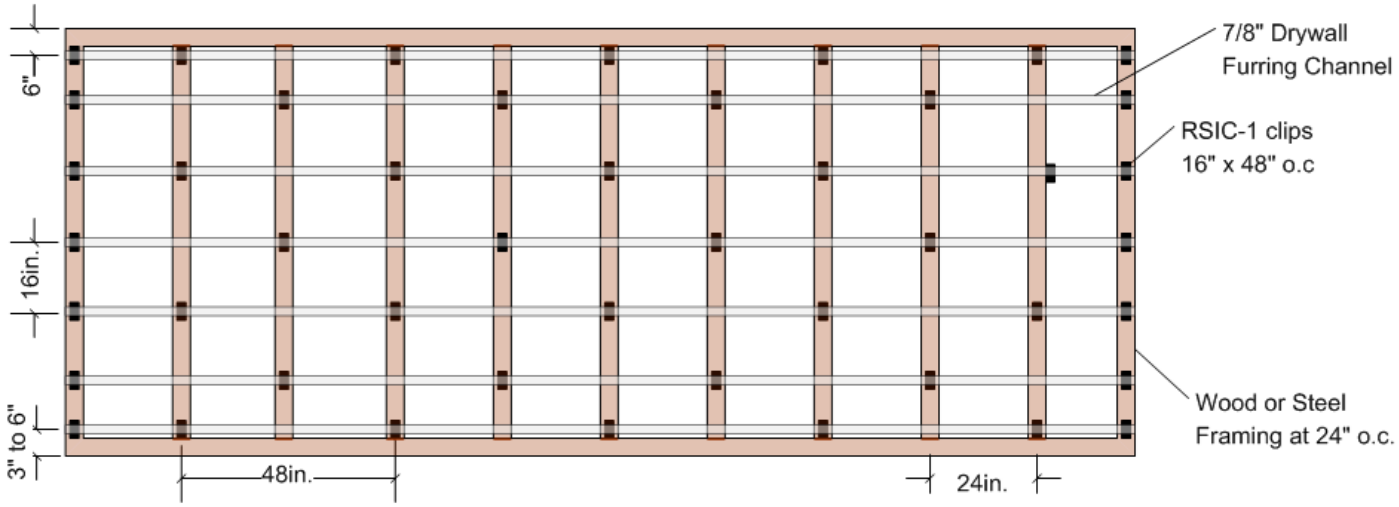
APPLICATION RECOMMENDATIONS FOR WALLS AND CEILINGS, WOOD OR STEEL FRAMING

INSTALLING RESILIENT SOUND ISOLATION CLIPS (RSIC-1)

RSIC CLIPS AT 16” OC.

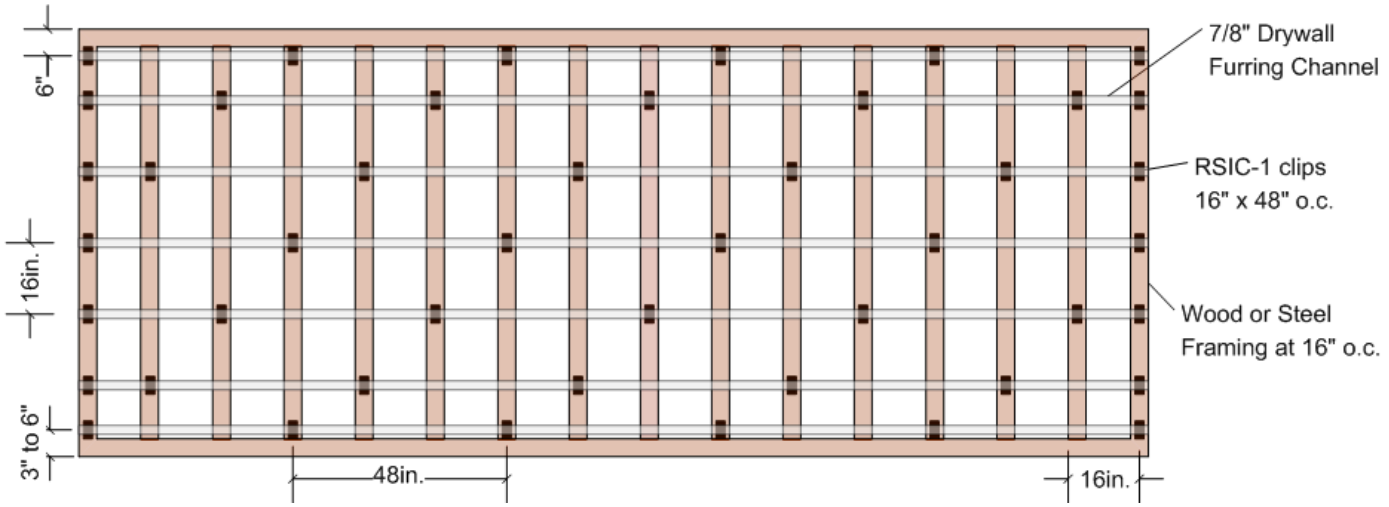
RSIC-1 Wall or Ceiling System Framing at 24" o.c.

RSIC-1 clips at 16" x 48" o.c. 3 Layers of 5/8" Gypsum Board



RSIC-1 Wall or Ceiling System Framing at 16" o.c.

RSIC-1 clips at 16" x 48" o.c. 3 Layers of 5/8" Gypsum Board



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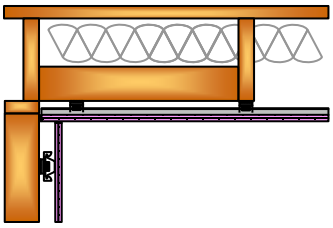
RSIC-1-INSTALLATON GUIDE

RSIC-1 SOUND ISOLATION CLIP

APPLICATION RECOMMENDATIONS FOR WALLS AND CEILINGS, WOOD OR STEEL FRAMING

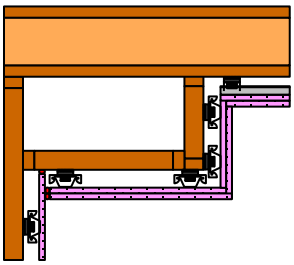
INSTALLING RESILIENT SOUND ISOLATION CLIPS (RSIC-1)

RSIC CLIPS ADDITIONAL DETAILS



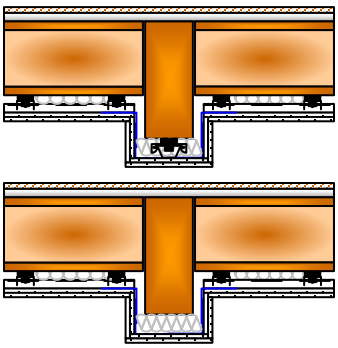
RSIC-1 clip Added blocking when there is not a joist within 6" of the end of the ceiling.

- Add min 2 x 4 blocking that travels from joist to head of wall, or joist to joist to support RSIC-1 clips within 6" of the end of the ceiling.



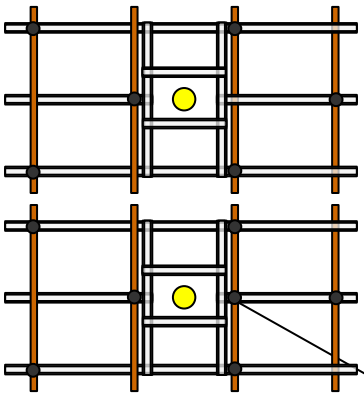
RSIC clip Soffit installation:

- Soffits should be hard framed and RSIC clips instalaled to the outside of the soffit frame to support the gypsum board.



RSIC clip Beam installation:

- Beams can be floated with 90 deg. angle or supported with a single run of RSIC clips and channel at the lowest point.



RSIC clip Transition or interruption installation:

- The furring channel may be interrupted by HVAC, Light Fixtures, Sprinkler heads, or other items that need to penetrate the ceiling.
- The furring channel may be trimmed to allow this interruption when stringbacks are placed perpendicular to the main runs of channel and are supported by the adjacent furring channel runs, and the interruption is box framed using drywall furring channel.
- Additional RSIC-1 clips may be added to support the additional weight of a light box or light fixture. Add one RSIC-1 clip for every 36 lbs added to the ceiling at those location

Optional RSIC-1 clip added to support the end of the channel

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RSIC-1-INSTALLATON GUIDE

RSIC-1 SOUND ISOLATION CLIP



RSIC-1

RSIC-1 Clip UL Assemblies approved for use.

CIKV.R16638

Types RSIC-1 and RSIC-1 (2.75) for use in Design Nos. G501, G502, G503, G504, G505, G507, G510, G512, G524, G525, G534, G551, G552, G561, G565, G578, G552, G565, L502, L505, L510, L511, L513, L514, L516, L518, L521, L523, L528, L532, L534, L542, L546, L547, L550, L562, L563, L569, L570, L573, L574, L576, L579, L582, L587, L589, L590, L593, M501, M502, M506, M508, M509, M510, M514, M531, P519, P522, P538, P545, P556, P571, U301, U305, U309, U311, U320, U331, U334, U340, U341, U342, U344, U356, U411, U415, U417, U419, U421, U423, U440, U451, U453, U455, U465, U473, U493, U524, U910, U914, V310, V323, V324, V438, V455, V469, V478, V481, V488, V489, V490, V496, V498, W419, W425, W440, W445.

Type RSIC-1 also Classified in accordance with ASTM E90-99, "Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements". See Design Nos. G505, U305, U334, V310, for STC rating.

Type RSIC-1 also Classified in accordance with ASTM E492-96, "Standard Test Method for Laboratory Measurement of Impact Sound Transmission Through Floor-Ceiling Assemblies Using the Tapping Machine". See Design No. G505 for IIC rating.

Types RSIC-1 and/or RSIC-1 (2.75) for use in Joint System Nos. HW-D-0060, HW-D-1011.

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RSIC-1-INSTALLATON GUIDE

RSIC-1 SOUND ISOLATION CLIP



The RSIC-1 is the first and only product classified by UL for both fire and sound.

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LEED Analysis
RSIC-1

Recycled Content

PAC International's RSIC-1 does not contain signification recycled content.

Fabrication Location

The RSIC-1 is manufactured in Canby, OR 97013

Material Source

The extraction points for the materials in these products cannot be verified. Assume they are outside the 500 mile radius.

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- RSIC-1
- RSIC-SI-X
- RSIC-SI-X ADM
- RC-1 Boost
- PAC-RCB
- RSIC-SI-1 Ultra
- RSIC-SI-CRC EZ
- RSIC-SI-WHI
- RSIC-SI-FF
- RSIC-1 EXT04
- RISC-1.5 CRC
- RSIC-1 Low Profile
- RSIC-1 Edge
- RSIC-1 TTC
- RSIC-1 Retro
- RSIC-1 Backer
- RSIC-1 ADM
- RSIC-U
- RSIC-U-HD
- RSIC-WFI
- RSIC-FGP
- RSIC-DC04
- RSIC-DC04 HD/DD
- RSIC-DC04X2
- RSIC-DC04X2 HD/DD
- RSIC-V
- RSIC-2
- RSIC-2 Retro
- RSIC-CWB
- RSIC-CWB HD/DD
- RSIC-CWB HD/DD DC
- RSIC-Joist Isolator
- RSIC-GDS Kit
- RSIC-AMI
- RSIC-FS TV
- RSIC-Perimeter Tape
- RSIC Super Screw
- RSIC-Putty Pad
- RSIC-Multi Clip
- RSIC-FRC-HD
- PAC-IFB

Safety Data Sheet

Article Statement

(PAC International, LLC Wall and Ceiling Isolation Products)

This document is provided for clarification of the Safety Data Sheets that you have requested for our product(s). OSHA Hazard Communication Standard requires a SDS for hazardous chemicals; however, the standard exempts all articles from the requirement. The explanation of an article is described per OSHA definition below.

Pursuant to 29 CRF 1910.1200 (b) (6) (v) and (c), the product described herein is an "article" or is otherwise excluded from OSHA regulations requiring that a Material Safety Data Sheet be prepared for it.

An article defined: manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacturing; (ii) which has an end use function (s) dependent in whole or in part upon its shape or design during end use; and (iii) which does not release, or other wise result in exposure to, a hazardous chemical under normal conditions of use.

For technical information and additional resources covering these products please refer to PAC International published literature, e.g., data sheets, product drawings, and installation guidelines at www.pac-intl.com

As of the date of this document, the foregoing information is believed to be accurate and is provided in good faith to comply with applicable federal and state laws. However, no warranty or representation of law or fact, with respect to such information, is intended or given.

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- RSIC-1 Retro
- RSIC-1 Backer
- RSIC-1 ADM
- RSIC-U
- RSIC-U-HD
- RSIC-WFI
- RSIC-FGP
- RSIC-DC04
- RSIC-DC04 HD/DD
- RSIC-DC04X2
- RSIC-DC04X2 HD/DD
- RSIC-V
- RSIC-2
- RSIC-2 Retro
- RSIC-CWB
- RSIC-CWB HD/DD
- RSIC-CWB HD/DD DC
- RSIC-Joist Isolator
- RSIC-GDS Kit
- RSIC-AMI
- RSIC-FS TV
- RSIC-Perimeter Tape
- RSIC Super Screw
- RSIC-Putty Pad
- RSIC-Multi Clip
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- PAC-IFB

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ALISO VIEJO

Lucky Strike

26503 Aliso Creek Road

USE-2023-00028 – Conditional Use Permit

City Council

May 15, 2024

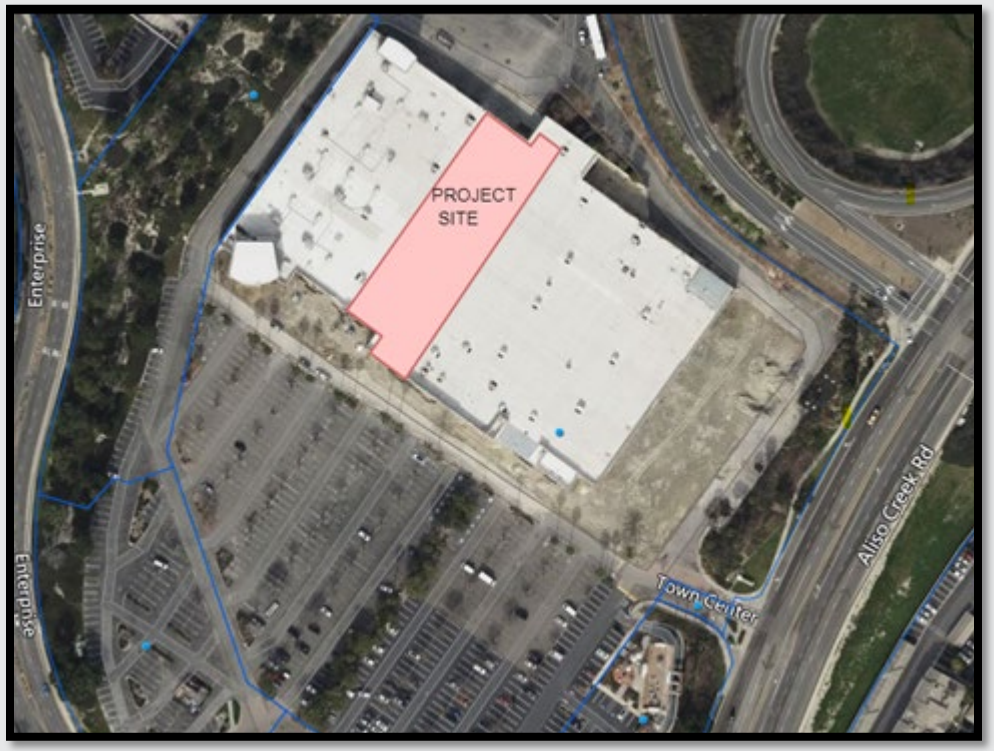
Project Request

- Request includes:
  - Bowling Alley
  - Restaurant with alcohol service
  - Live Entertainment
  - Proposed hours of operation:

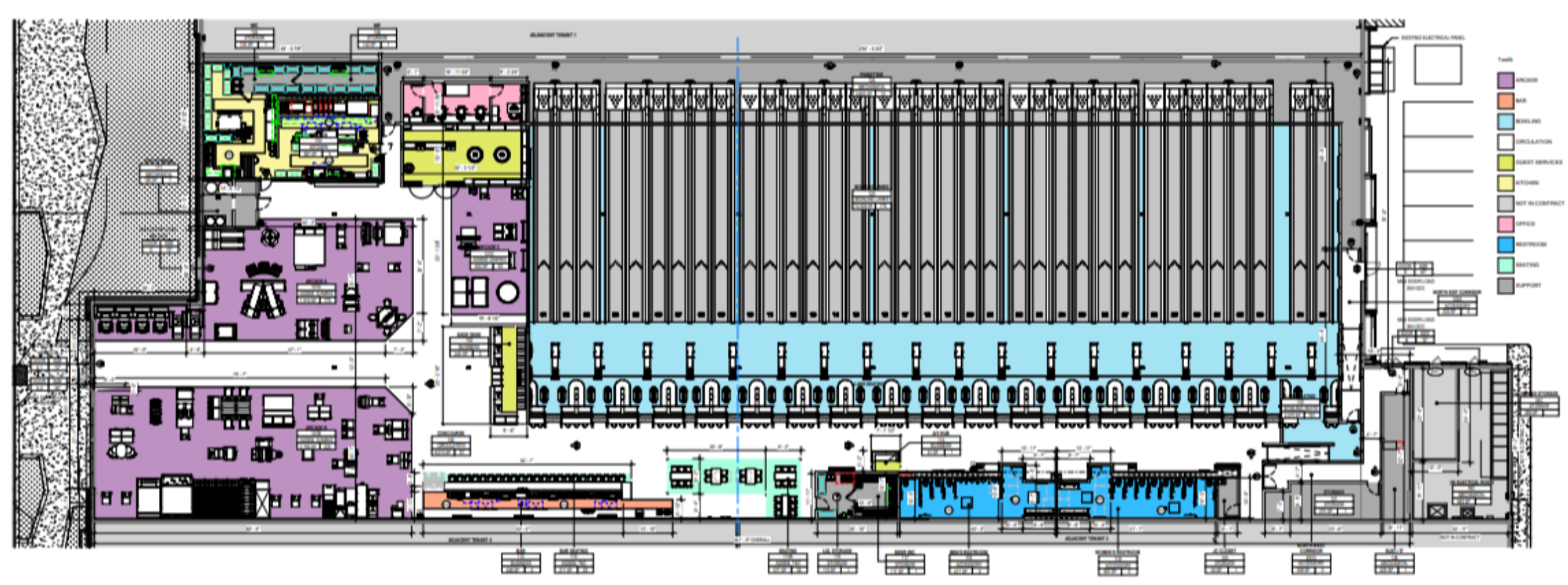
Typical Winter Hours of Operation	Typical Summer Hours of Operation
Monday: 3pm - 12am Tuesday: 3pm - 12am Wednesday: 3pm - 12am Thursday: 3pm - 12am Friday: 1pm - 2am Saturday: 10am - 2am Sunday: 10am - 1am	Monday: 11am - 12am Tuesday: 11am - 12am Wednesday: 11am - 12am Thursday: 11am - 12am Friday: 11am - 2am Saturday: 10am - 2am Sunday: 10am - 1am

Lucky Strike

Project Information	
Square Footage	38,535
Existing Conditions	Vacant Suite
Zoning Designation	Specific Plan No. 2 Commercial-Town Center ("SP2-CTC")
General Plan Designation	Town Center Commercial ("TCC")/High Density Residential ("HDR")



Floor Plan



ALISO VIEJO

Staff Recommendation to City Council:

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and

2. Adopt a Resolution approving Conditional Use Permit for a new bowling alley with live entertainment, a video game arcade, and a restaurant with alcohol service at 26503 Aliso Creek Road (USE-2023-00028).

City of Aliso Viejo
AGENDA ITEM

DATE: May 15, 2024

TO: Mayor and City Council

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

SUBJECT: CONDITIONAL USE PERMIT AND A SITE DEVELOPMENT PERMIT REQUEST FOR AN INDOOR RECREATIONAL CLIMBING AND FITNESS FACILITY (SENDER ONE) AND TO RAISE A PORTION OF THE ROOF TO 50' IN HEIGHT AT 26505 ALISO CREEK ROAD (USE-2023-00030/SDP-2023-00010)

Recommended Actions:

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and

2. Adopt a Resolution (Attachment 1) approving a Conditional Use Permit for an indoor recreational climbing and fitness facility and a Site Development Permit to raise a portion of the roof to 50' in height at 26505 Aliso Creek Road (USE-2023-00030/SDP-2023-00010).

Fiscal Impact:

There is no fiscal impact.

Background:

The original development project at the subject site was approved by the County of Orange in 1993, and Super K-Mart occupied the entire building. Subsequently, Site Plan Amendment SPA03-19 was approved by the City, which allowed for remodeling of the building and re-tenanting with Lowe's Home Improvement and Michael's craft store in October 2003. On November 16, 2005, the City Council adopted Ordinance 2005-080, which approved the Commons at Aliso Town Center Specific Plan No. 2. The specific plan was developed to accommodate a mixed-use development to include retail, restaurant, and residential uses. In 2019, Lowe's ceased business operations, and the building has been underutilized since that time.

On July 20, 2022, the City Council approved Planning Application SDP-2022-00001 for a Site Development Permit to allow exterior modifications to the building and parking lot of the former Lowe's building, including redesign of the primary building elevations, modifications to the landscaping and parking lot. Subsequently, the property owner divided the former Lowe's building into ten tenant suites (Figure 1).

On December 20, 2023, Alice Kao representing Sender One ("Applicant") submitted Conditional Use Permit and Site Development Permit applications for an indoor recreational climbing and fitness facility and to raise a portion of the roof to 50' in height at 26505 Aliso Creek Road. On April 24, 2024, the application was deemed complete.

General Plan Land Use Designation:	Town Center Commercial ("TCC")/High Density Residential ("HDR")
Zoning Designation:	Specific Plan No. 2 Commercial-Town Center ("SP2-CTC")
Environmental Review:	Categorically Exempt (CEQA Section 15301 – Existing Facilities)

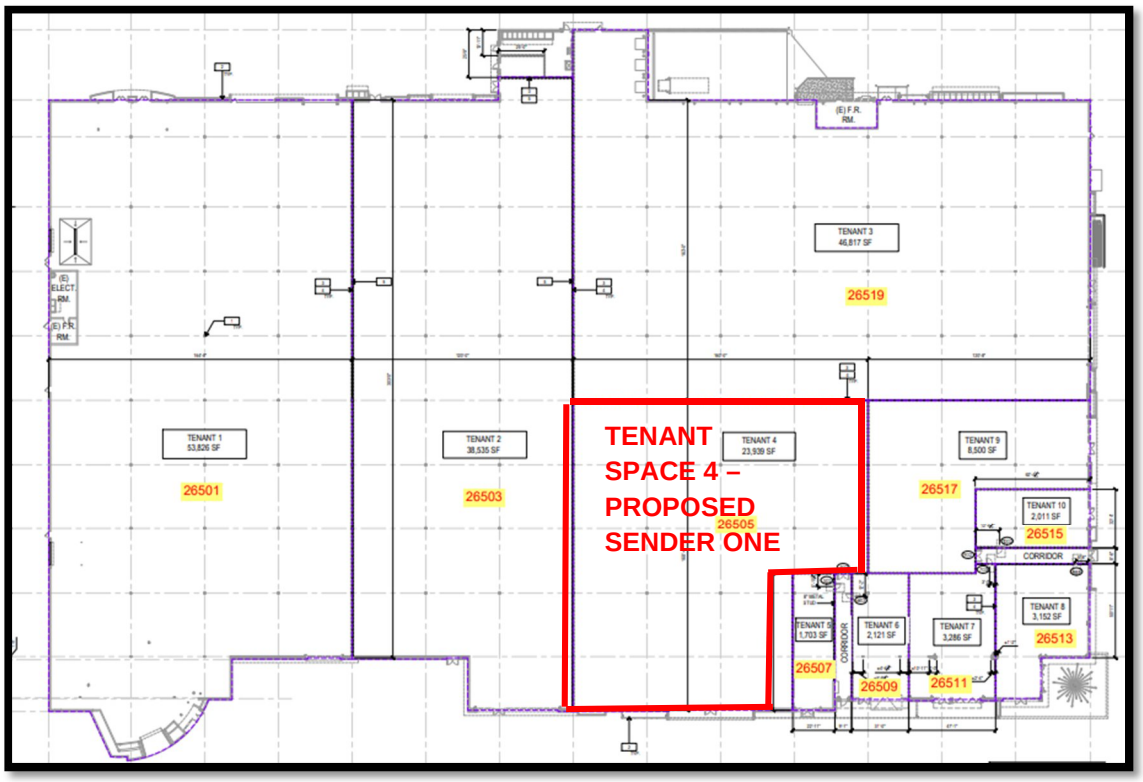


Figure 1. Tenant Suite Plan



Figure 2. Project Site – Commons at Aliso Viejo Town Center

Discussion:

The proposed project consists of converting a 23,939 square foot tenant space into an indoor recreational climbing and fitness facility. Indoor commercial recreation and health facilities are subject to the approval of a Conditional Use Permit (CUP) per Table IV-1 of the Commons Specific Plan.

Interior improvements to the building to accommodate the proposed use include the installation of bouldering and rock-climbing structures, buildout of fitness areas for yoga, group exercise classes and climbing-specific training, and the construction of ancillary space for restrooms, office space and equipment storage. The facility will also include an interactive climbing area called “Sender City” with unique climbing-oriented challenges intended for private parties and team building events. The proposed hours of operation are Monday through Friday from 6:00 a.m. to 11:00 p.m. and Saturdays and Sundays from 8:00 a.m. to 8:00 p.m.

To accommodate the bouldering and rock-climbing structures, the Applicant requests to raise a portion of the roof to a maximum exterior height of 50’. Pursuant to the Commons Specific Plan Table IV-3, Town Center Commercial Development Criteria, the maximum height for architectural features and projections is 55’. The raised roof portion features a tower that will cover approximately 8,400 square feet of roof area and would be set back from the front of the building. The tower has been designed to complement the building

facade through the use of metal panels and similar paint finishes. Windows have been incorporated into the design to provide architectural relief and natural light into the tenant space.

Parking

The shopping center shares parking spaces through a series of reciprocal agreements for parking, access, encroachments, and utilities; therefore, parking is evaluated on all uses within the shopping center at a rate of one space per 220 square feet of gross floor area. The shopping center, which consists of the former Lowe's building, perimeter buildings (e.g., Trader Joe's, Walgreens, Taco Bell, etc.) and proposed tenant outdoor patios, consists of a total of 236,631 square feet. Based on this square footage, the parking requirement is 1,076 parking spaces, and 1,090 parking spaces are provided. No changes are proposed to the size of the subject tenant space that would impact the parking requirements.

Findings

The subject site has a zoning designation of Specific Plan No. 2 Commercial Town Center ("SP2-CTC"). The establishment of an indoor recreational climbing and fitness facility is subject to the approval of a Conditional Use Permit (CUP) per Table IV-1 of the Specific Plan. Pursuant to the Commons Specific Plan Section 7 Administration and Implementation, the following findings (in bold text) shall be made by the decision-making authority prior to the approval of a Site Development Permit (SDP) and a CUP.

Conditional Use Permit Findings

1. **That the proposed conditional use is consistent with the General Plan.**

   The subject site has a General Plan land use designation of Town Center Commercial ("TCC")/High Density Residential ("HDR") which allows a mixture of community retail and commercial services. Section 4 of the Specific Plan further specifies that other uses, including but not limited to, dining, entertainment, theaters, and indoor recreational facilities, etc. are also allowed with approval of a CUP. Therefore, the proposed indoor recreational climbing and fitness facility will be consistent with the general plan and this finding can be made.

2. **That the nature, condition and development of adjacent uses, buildings, and structures have been considered, and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.**

   The proposed indoor recreational climbing, yoga and fitness facility is located in the Specific Plan No. 2 Commercial Town Center zoning district which is characterized by a variety of uses including retail, dining and entertainment uses. The proposed use will provide a new recreational opportunity to residents and

visitors of the City and complement surrounding dining and entertainment uses. As such, this finding can be made.

3. **That the proposed site is adequate in size and shape to accommodate the walls, fences, parking and loading facilities, landscaping and other land use development features prescribed in the specific plan and required by the City in order to integrate the use with existing and planned uses in the vicinity.**

   As discussed in the introductory paragraph above, the Specific Plan allows an indoor recreational climbing and fitness facility with approval of a CUP. The applicant proposes to remodel the interior of the existing suite and raise a portion of the roof area to accommodate a rock-climbing and bouldering wall. No other exterior modifications are proposed. Additionally, the tenant space is within an existing shopping center already equipped with necessary infrastructure and well-established access points. The tenants of the existing shopping center share the parking lot through a series of reciprocal agreements for parking, access, encroachments, and utilities; therefore, parking is evaluated on all uses within the shopping center at a rate of one space per 220 square feet per gross floor area. No changes are proposed to the size of the subject tenant space that would require additional parking spaces. Based on the discussion above, the site is adequate to accommodate the proposed indoor climbing and fitness facility and this finding can be made.

Site Development Permit Findings

1. **Compliance of the site design with development standards of this Specific Plan.**

   In addition to conformance with municipal and building code requirements, all site improvements are subject to development standards established in the Specific Plan. As proposed, the Project will comply with the following development standards for commercial development in the SP2-CTC zoning district and therefore, this finding can be made.

   (a) The maximum structure height of 55 feet (55’-0”) for architectural features - the proposed modifications include a new tower feature to accommodate the rock-climbing and bouldering walls which will be 50’ in height;

   (b) The minimum setback of 100 feet (100’-0”) from Aliso Creek Road and 30 feet (30’0”) from State Route 73 – the existing building is not located within the setback areas;

   (c) The maximum floor area ratio of 1:25:1.0 - the existing building has a floor area ratio of 0.29; and

(d) The screening of mechanical equipment will conform to the requirements established in the zoning district.

2. Suitability of the site for the proposed use and development.

The proposed project consists of an indoor recreational climbing and fitness facility in a commercial shopping center, known as the Commons. The Commons is intended to function as the community's urban core, central business district, and community shopping area. Examples of permitted uses include community retail and commercial services, offices, theaters, art galleries and entertainment facilities, hotels/motels and restaurants, and recreation and community facilities. Additionally, the tenant space is within an existing shopping center already equipped with necessary infrastructure and well-established access points. Therefore, this finding can be made.

3. Compliance with all elements of the General Plan.

This finding can be made as evidenced in Conditional Use Permit finding no. 1 above.

4. Site and structural design that is appropriate for the site and function of the proposed use, without requiring a particular style or type of architecture.

The project proposes a 50' tower feature to the existing building to accommodate the rock-climbing wall area. The new feature will be supported by a separate steel frame structure to be built within the tenant space. The tower will be set back from the front of the building so that no modifications are needed to the current design of the building's perimeter facade elements. The tower was designed to complement the building facade through metal panels and similar paint finishes. Windows have been incorporated into the design to provide architectural relief and natural light into the tenant space. The proposed modifications consist of raising a portion of the roof area and interior tenant improvements only. Therefore, this finding can be made.

Environmental:

The proposed use is Categorically Exempt from environmental review per CEQA guidelines Section 15301 Existing Facilities, Class 1, as the indoor recreational climbing and fitness facility consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, involving no expansion of existing or former use.

Public Notice:

On May 2, 2024, a public hearing notice was published in the Laguna Niguel News and mailed to all owners of real properties within 300 feet of the subject real property. No public comments were received in response.

Attachments:

1. Draft Resolution

2. Applicant's Project Description Letter

3. Project Plans

4. Presentation

RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT FOR AN INDOOR RECREATIONAL CLIMBING AND FITNESS FACILITY AND A SITE DEVELOPMENT PERMIT TO RAISE A PORTION OF THE ROOF TO 50' IN HEIGHT AT 26505 ALISO CREEK ROAD (USE-2023-00030/SDP-2023-00010)

WHEREAS, on December 20, 2023, the Applicant, Alice Kao, representing Sender One, submitted Planning Application USE-2023-00030 for a Conditional Use Permit to allow an indoor recreational climbing and fitness facility and Planning Application SDP-2023-00010 for a Site Development Permit to raise a portion of the roof to 50' in height at 26505 Aliso Creek Road ("Project"); and

WHEREAS, on April 24, 2024, the application was deemed complete**;** and

WHEREAS, on May 2, 2024, a public notice of the public hearing was published in the Laguna Niguel News and mailed to all property owners within 300' of the subject site; and

WHEREAS, on May 15, 2024, the City Council held a duly noticed public hearing as prescribed by law and considered public testimony and evidence and recommendations presented by staff in the agenda report and oral presentation related to the Project; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Determination of Recitals. The City Council hereby finds and determines that all the recitals set forth above are true and correct. The above recitals are hereby incorporated as substantive findings of this Resolution.

SECTION 2. Compliance with CEQA. The City Council finds the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to a Class 1 exemption. The modifications to the interior and roof of the building would involve only a negligible expansion of the proposed use (State CEQA Guidelines, § 15301 [Class 1 exemption applies to the operation, repair, maintenance, permitting, leasing, or minor alteration of existing structures, facilities, or topographical features involving negligible or no expansion of existing or former use].). Tenant improvements associated with the project are within the footprint of the building and no additional improvements beyond the existing property boundaries are needed.

SECTION 3. Approval of Project and Findings for Conditional Use Permit. In accordance with Section 7 of the Commons at Aliso Town Center Specific Plan, the City Council hereby makes the following findings of fact and approves the Conditional Use

Permit for the indoor recreational climbing and fitness facility at 26505 Aliso Creek Road, subject to the conditions set forth in Exhibit "A" and project plans set forth in Exhibit "B", which are both attached hereto and incorporated herein by reference.

1. That the proposed conditional use is consistent with the General Plan. The Project is in compliance with the underlying land use designation of Town Center Commercial and the Specific Plan that allows dining, entertainment, and indoor recreational facilities.

2. That the nature, condition and development of adjacent uses, buildings, and structures have been considered, and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures. The proposed indoor recreational climbing, yoga and fitness facility is located in the Specific Plan No. 2 Commercial Town Center zoning district which is characterized by a variety of uses including retail, dining and entertainment uses. The proposed use will provide a new recreational opportunity to residents and visitors of the City and compliment surrounding dining and entertainment uses.

3. That the proposed site is adequate in size and shape to accommodate the walls, fences, parking and loading facilities, landscaping and other land use development features prescribed in the specific plan and required by the City in order to integrate the use with existing and planned uses in the vicinity. The Project involves a remodel of the interior of the existing suite and raising a portion of the roof area to accommodate a rock-climbing and bouldering wall. No other exterior modifications are proposed. Additionally, the tenant space is within an existing shopping center already equipped with necessary infrastructure and well-established access points. The tenants of the existing shopping center share the parking lot through a series of reciprocal agreements for parking, access, encroachments, and utilities; therefore, parking is evaluated on all uses within the shopping center at a rate of one space per 220 square feet per gross floor area. No changes are proposed to the size of the subject tenant space that would require additional parking spaces.

SECTION 4. Approval of Project and Findings for Site Development Permit. In accordance with Section 7 of the Commons at Aliso Town Center Specific Plan, the City Council hereby makes the following findings of fact and approves the Site Development Permit to raise a portion of the roof to 50' in height for an indoor recreational climbing and fitness facility at 26505 Aliso Creek Road, subject to the conditions set forth in Exhibit "A" and project plans set forth in Exhibit "B", which are both attached hereto and incorporated herein by reference.

1. Compliance of the site design with development standards of this Specific Plan. In addition to conformance with municipal and building code requirements, all site improvements comply with the following development standards established in the Specific Plan: maximum structure height of 55' feet (50' proposed) for architectural features; minimum setback of 100' from Aliso Creek Road and 30' from State Route 73 as there is no change to the existing footprint; maximum floor area ratio of 1:25:1.0 (0.29 proposed); and the screening of mechanical equipment.

2. Suitability of the site for the proposed use and development. The proposed project consists of an indoor recreational climbing and fitness facility in a commercial shopping center, known as the Commons. The Commons is intended to function as the community's urban core, central business district, and community shopping area. Examples of permitted uses include community retail and commercial services, offices, theaters, art galleries and entertainment facilities, hotels/motels and restaurants, and recreation and community facilities. Additionally, the tenant space is within an existing shopping center already equipped with necessary infrastructure and well-established access points.

3. Compliance with all elements of the General Plan. The Project is in compliance with the underlying land use designation of Town Center Commercial and the Specific Plan that allows dining, entertainment, and indoor recreational facilities.

4. Site and structural design that is appropriate for the site and function of the proposed use, without requiring a particular style or type of architecture. The project proposes a 50' tower feature to the existing building to accommodate the rock-climbing wall area. The new feature will be supported by a separate steel frame structure to be built within the tenant space. The tower will be set back from the front of the building so that no modifications are needed to the current design of the building's perimeter facade elements. The tower was designed to complement the building facade through metal panels and similar paint finishes. Windows have been incorporated into the design to provide architectural relief and natural light into the tenant space.

SECTION 5. Filing of Notice of Exemption. The City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed Project. Additionally, the Notice of Exemption for this project will be posted on the City of Aliso Viejo website, filed in the State Clearinghouse CEQA.net website, and provided to parties requesting notification.

SECTION 6. Location of Documents. The administrative record for the Project is maintained at City Hall located at 12 Journey, Suite 100, Aliso Viejo, CA 92656. The custodian of records is the City Clerk.

PASSED, APPROVED AND ADOPTED this 15th day of May 2024.

_____
Mike Munzing
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith
City Attorney

ATTEST:

_____
Lauren Torres
Deputy City Clerk

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

I, LAUREN TORRES, Deputy City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that 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 15th day of May 2024, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
LAUREN TORRES
DEPUTY CITY CLERK

(SEAL)

EXHIBIT "A"
PLANNING APPLICATION USE-2023-00030/SDP-2023-00010
CONDITIONS OF APPROVAL

1. Project Description. This approval is for a Conditional Use Permit USE-2023-00030 and Site Development Permit SDP-2023-00010 for an indoor recreational climbing and fitness facility and to raise a portion of the roof to 50' in height at 26505 Aliso Creek Road in accordance with all plans and exhibits as presented to and approved by the City Council on May 15, 2024.

2. Development Per Approved Plans. This approval constitutes a precise plan for location and design of uses, structures, features and materials submitted with this application. Development shall occur substantially as shown on the plans and description letter approved for this Project and on file with the Department of Planning Services, subject to any modifications imposed by the conditions of approval herein, as confirmed by the Community Development Director. Any land use, construction or improvement not specifically approved by this use permit is not permitted and must be addressed in a separate and subsequent application and review. Relocation, alteration or addition to any use, structure, feature, or material not specifically approved shall require an amendment to the approved plans unless the Community Development Director determines such modifications are minor and consistent with the spirit and intent of the original approving action, and that the action would have been the same for the modifications as for the approved plans. The Community Development Director may approve such minor modifications in accordance with AVMC Section 15.74.110.

3. Applicant Designation. For the purpose of Conditional Use Permit USE-2023-00030 and Site Development Permit SDP-2023-00010 and as referenced in the conditions, "Applicant" shall apply to Sender One, owner, operator, and any and all future successors and/or assigns of the approved establishment.

4. Payment of Fees. The Applicant shall be responsible for payment of all applicable fees along with reimbursement for all City expenses in ensuring compliance with conditions. All fees and expenses shall be paid in full prior to issuance of a certificate of occupancy. Prior to issuance of applicable City approvals or permits, the applicant shall be fully responsible for reimbursing the City of Aliso Viejo for all expenses incurred to process the application and assure compliance with all conditions of approval.

5. Compliance with Conditions. The Applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City Staff for future governmental permits or actions on the project site. Failure to abide by and faithfully comply with any and all conditions attached to the granting of these permits may constitute grounds for revocation of the permit(s) in accordance with AVMC Section 15.74.120. This Resolution and Conditions of Approval shall be incorporated into building plans to all applicable reviewing agencies or authorities.

6. Indemnification. To the fullest extent under the law and at its sole and absolute cost, the Owner/Developer, and Owner/Developer's successors, heirs, and assigns shall protect, defend with counsel reasonably acceptable to the City , indemnify, and hold harmless the City, its officials, officers, employees, consultants, subcontractors, agents, and representatives (collectively, "Indemnitees") from any and all claims, actions, or proceedings against Indemnitee(s) brought pursuant to the Planning and Zoning Law, the Subdivision Map Act, the California Environmental Quality Act, the federal Clean Water Act, the Porter Cologne Water Quality Control Act or any other law, permit or regulation in order to attack, set aside, void, annul, or seek to impose liability on the City for granting the approval granted by this Resolution, including, without limitation, any alleged act or omission by Indemnitee(s) related to County of Orange SP 93109 and/or any related parking agreements, conditions, or regulations, which action is brought for declaratory relief, injunctive relief, specific performance, or for any monetary claims (including, but not limited to, fines, fees, penalties, expert witness fees, attorneys' fees, and other related costs and expenses). This provision shall not be restricted to insurance proceeds, if any, received by the Owner/Developer or Indemnitee(s). Moreover, this provision shall survive any expiration, termination, or revocation of this approval or related approvals.

7. Compliance with Building Codes. Tenant improvements shall be submitted for review, approved, and permits issued, and shall comply with standards, regulations, and requirements of current editions of the California Building Code, California Plumbing Code and California Mechanical Code, California Electrical Code, including any local amendments adopted by the City of Aliso Viejo.

8. Compliance with Americans with Disabilities Act. Tenant improvements shall be submitted for review, approved, and permits issued, and shall comply with standards, regulations, and requirements of the Americans with Disabilities Act. At the discretion of the Building Official, the Applicant may be required to retain a Certified Access Specialist (CASp) to ensure compliance with applicable construction-related accessibility standards.

9. Conditions of Approval. This Resolution and Conditions of Approval shall be incorporated into building plans to all applicable reviewing agencies or authorities.

10. Signs. Signs shall be reviewed separately and are not part of the approval of this Project. Prior to any sign installation, the Applicant shall submit a Sign Permit Application to the Community Development Department for approval and a permit shall be issued by the Building Official. All proposed signage for the building shall be submitted to the City and processed pursuant to AVMC 15.34 standards and/or any applicable master sign program affecting the property.

11. Fire Safety and Prevention. The facility shall comply will all conditions issued by the Orange County Fire Authority (OCFA) in a letter dated April 23, 2024, and attached as Exhibit "C".

12. Hours of Operation. The hours of operation shall be limited to the following: Monday through Friday from 6:00 a.m. to 11:00 p.m. and Saturdays and Sundays from 8:00 a.m. to 8:00p.m. Requests to modify the hours of operation shall be subject to review and approval by the Community Development Director.

13. Outdoor Activities Prohibited. Outdoor activities shall be prohibited.

14. Noise. The use shall not generate noise that exceeds ambient noise levels established in AVMC Chapter 8.12. Based on substantiated complaints or concerns, the Director may modify conditions relative to facility operations as deemed necessary.

15. Emergency Services. Prior to issuance of a Certificate of Occupancy, the Applicant shall file an Emergency Notification Form with the Orange County Sherrif's Department. Contact the Orange County Sherrif's Department at (949) 425-2560 for information.

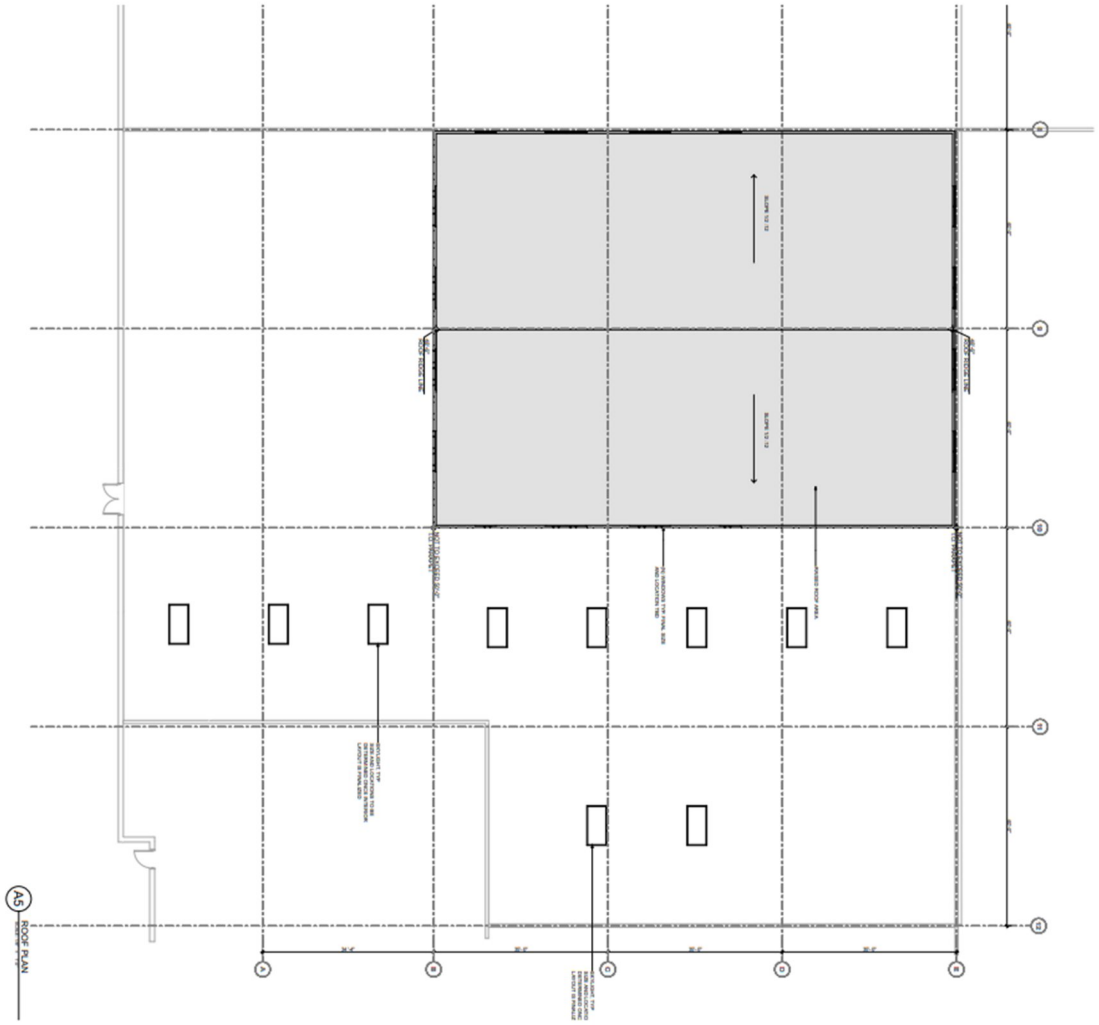
16. Cameras. Security cameras shall be installed per the satisfaction of the Chief of Orange County Sherrif's Department. The security camera footage shall be kept for at least 30 days and available to the Orange County Sheriff Department within 24 hours if such usage is necessary.

17. Mechanical Equipment Screening. Roof-mounted mechanical equipment such as air conditioning, heating or ventilating units, or ducting shall be screened from a horizontal line of sight to the satisfaction of the Director.

18. Adverse Impacts. In the event of adverse impacts on the health, safety, welfare, or working environments of the neighborhood or general public, or receipt of substantiated complaints directly related to the Applicant's operations, the Community Development Director shall investigate and, if significant adverse impacts directly related to the Applicant's business are found to exist, the Director or Chief of Police shall have the discretion to bring this Permit back to consider additional improvements and protective measures, additional conditions, amended conditions, or permit revocation. Modifications may include but not be limited to the restriction of operations that may include but not be limited to hours of operation.

19. CEQA Recordation Fee. Within 48 hours of approval of the project, the applicant shall deliver to the Community Development Department, a check payable to the Orange County Clerk-Recorder's Office in the amount of fifty dollars ($50.00) in order for the City to file the appropriate environmental documentation for the project. If within the 48-hour period the applicant has not delivered the check, the statute of limitations for any interested party to challenge the environmental determination under the provisions of the California Environmental Quality Act (CEQA) could be significantly lengthened.

EXHIBIT "B"
PLANNING APPLICATION USE-2023-00030/SDP-2023-00010
PROJECT PLANS



shook kelley
SENDER ONE
A003
FLOOR PLAN
SITE KEY PLAN

shook kelley
SENDER ONE
A005
EXTERIOR ELEVATIONS
(DRAFT)
SOUTH (FRONT) ELEVATION
WEST (SIDE) ELEVATION
NORTH (REAR) ELEVATION
EAST (SIDE) ELEVATION

VIEW 1
VIEW 2
VIEW 3
VIEW 4 - VANTAGE POINT AT 50 FT
Exterior Materials
SITE KEY PLAN
PLAN NORTH
shook kelley
SENDER ONE
RENDERINGS (DRAFT)
A006

EXHIBIT "C"
PLANNING APPLICATION USE-2023-00030/SDP-2023-00010
OCFA CONDITIONS OF APPROVAL

ORANGE COUNTY FIRE AUTHORITY
Fire Prevention Department
P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Planning and Development Services • www.ocfa.org • (714) 573-6100 / Fax (714) 368-8843

Date: 4/23/24 Page 1 of 1

To: Rose Rivera
City of Aliso Viejo

From: Brian Slegers, Fire Prevention Analyst

Subject: **City Reference # SDP-23-00010 / CUP-23-00030**
OCFA Service Request SR #288446

Sender One – Indoor Climbing

Service Code: PR105 Site Development Review

The OCFA has reviewed the proposed project and based on this initial assessment there do not appear to be any significant concerns related to fire department requirements. Contingent upon approval of the CUP by the Planning Department/Planning Commission, the conditions listed below are applicable to this project; please provide them in the resolution issued to the applicant. If you need additional information or clarification, please contact me by phone or email: (714) 573-6133, brianslegers@ocfa.org.

CONDITIONS OF APPROVAL

Plan Submittal: The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.

Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:

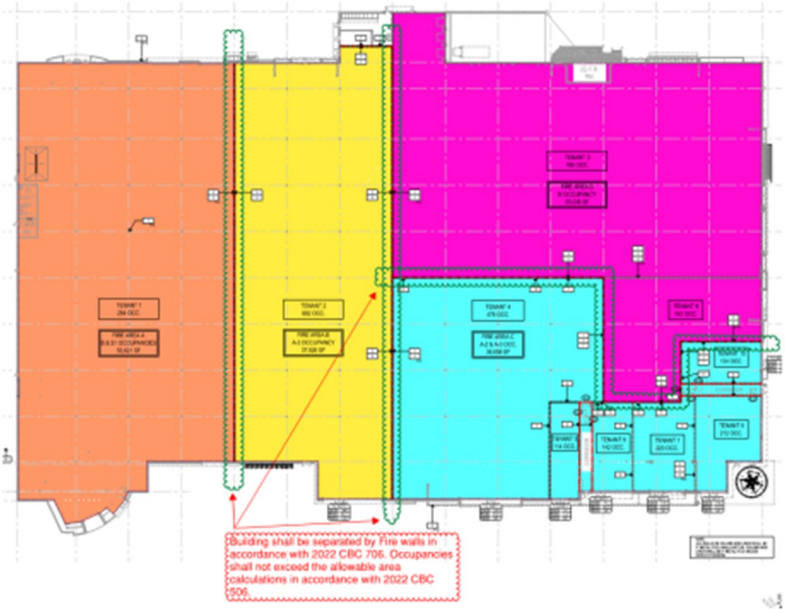
fire master plan (service code PR145)

Prior to issuance of a precise grading permit or a building permit, if a grading permit is not required:

Prior to issuance of a building permit:

-architectural (service codes PR200-PR285)

*Be advised, building exceeds allowable area calculations per 2022 CBC 506 for the proposed occupancy changes with construction type IIB. Building will need to be separated in accordance with 2022 CBC 706. (see exhibit provided)



-tanks storing hazardous materials (service codes PR300-PR305)

-high-piled storage (service code PR330)

-refrigeration and vapor detection/alarm system (service codes PR340 and PR500-PR520), if required by the Refrigeration Disclosure worksheet in OCFA guideline G-02 or the California Fire or Mechanical Codes

-battery (service code PR375), for any system containing an aggregate quantity of electrolyte in excess of 50 gallons

-emergency responder radio system design (service code PR928); this submittal may be deferred when acceptable to the Building Department, but the required conduit must be installed prior to concealing interior construction.

-underground piping (service code PR470-PR475), if private hydrants are installed/modified or a fire sprinkler system is required by code or installed voluntarily

-fire sprinkler system (service codes PR400-PR465), if required by code or installed voluntarily

Prior to concealing interior construction:

sprinkler monitoring system (service code PR500)

fire alarm system (service code PR500-PR520)

fire sprinkler system (service codes PR430-PR455), if the building is currently sprinklered and the system requires modification

hood and duct extinguishing system (service code PR335)

Prior to occupancy:

emergency responder radio system testing (service code PR928)

Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org and clicking on "Business / Planning & Development Services" in the menu bar at the top of the screen.

Emergency Responder Digital Radio System: An emergency responder digital radio system shall be provided in this structure. Refer to CFC 510 and the OCC/OCFA DAS/BDA guidelines (available at ocfa.org) for requirements. Evidence of compliance with emergency responder digital radio system design and performance criteria shall be provided prior to occupancy.

Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.

Phased Occupancy: Phased occupancy of this structure shall be permitted only with prior approval from OCFA and the Building Official. Requests for phased occupancy shall be submitted for evaluation by OCFA as an alternate materials and methods proposal (PR910) accompanying the architectural submittal. Such requests shall be made prior to start of construction only.

Emergency Access Easements: Irrevocable reciprocal access easements for emergency access purposes to the benefit of the city/County shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan.

Secured Fire Protection Agreement: Prior to clearance of a final map for recordation, or issuance of a building permit, whichever comes first, the applicant or responsible party shall enter into a secured fire protection agreement with OCFA Strategic Services (714-573-6199) to mitigate additional fire service impacts resulting from the project.

Traffic Pre-emption Devices: Prior to issuance of a final map, grading permit, or building permit, whichever comes first, the applicant or responsible party shall arrange with the appropriate city, county, or state public works department or agency for installation of traffic

pre-emption devices on each traffic signal installed, relocated, or similarly modified as part of this project.

Sender One Climbing LLC
1441 South Village Way
Santa Ana, CA 92705

City of Aliso Viejo
Community Development Department
Planning Services Division
12 Journey, Suite 100
Aliso Viejo, CA 92656

December 18, 2023

Re: Sender One Climbing at The Commons at Aliso Viejo, Project Description, Operational Narrative and Project Justification

Dear Sir or Madam—

Our Purpose and History:

Sender One Climbing LLC ("Sender One") builds, owns, and operates indoor recreational climbing facilities to further the company's purpose: to discover ourselves and connect with others through climbing. Sender One commits to offering an inspiring climbing, yoga, and fitness experience; an opportunity for self-discovery; and a sharing, communal atmosphere for every one of its customers, partners, and guests. We opened our first location in Santa Ana in 2013 and have been growing in the Southern California area ever since. The Aliso Viejo location will be Sender One's seventh location, all of which are currently located in the Los Angeles / Orange County metropolitan areas.

The Project:

This project will be a 23,939 sf commercial recreation space that will have indoor climbing walls up to approximately 43' high, which Sender One offers for general use to the public through membership and day use models; and through adult instructional classes and after school recreational and competitive programs for youth. This location will also include an interactive climbing area (called "Sender City") with unique climbing-oriented challenges suitable for youth and group parties and team building events, mirroring similar areas Sender One has at a number of its other facilities. Additionally, the facility will include a fitness studio, offering various styles of yoga and group exercise classes; a general fitness area equipped with traditional fitness offerings such as cardio equipment and free weights; and a dedicated climbing-specific training area. Additional supporting spaces will include restrooms with lockers, staff offices and equipment storage.

The project is located within the Commons at Aliso Viejo, at 26507 Aliso Creek Road, Tenant Retail Space #4. It is included within the Commons at Aliso Town Center Specific Plan "SP-2" zone, within Lot 1 of the existing retail shopping center (formerly Lowe's) that is zoned "CC" Community Commercial use. The

overall site is approximately 633,488 sf (14.54 acres) and includes an existing 183,678 sf commercial building and surface parking.

The applicant submits this Conditional Use Permit (CUP) application to approve the recreational use for this tenant.

Part of the tenant improvement will involve raising a portion of the existing building roof to a maximum exterior height of approximately 50' to accommodate the tall climbing areas. This will be approximately 8,400 sf. of roof area.

As a result of this addition of the new raised roof area, the applicant is also submitting for approval to modify the existing site development permit, City Project No. SDP2022-0001, that exists for the property, to include the raised roof in the overall building design approval.

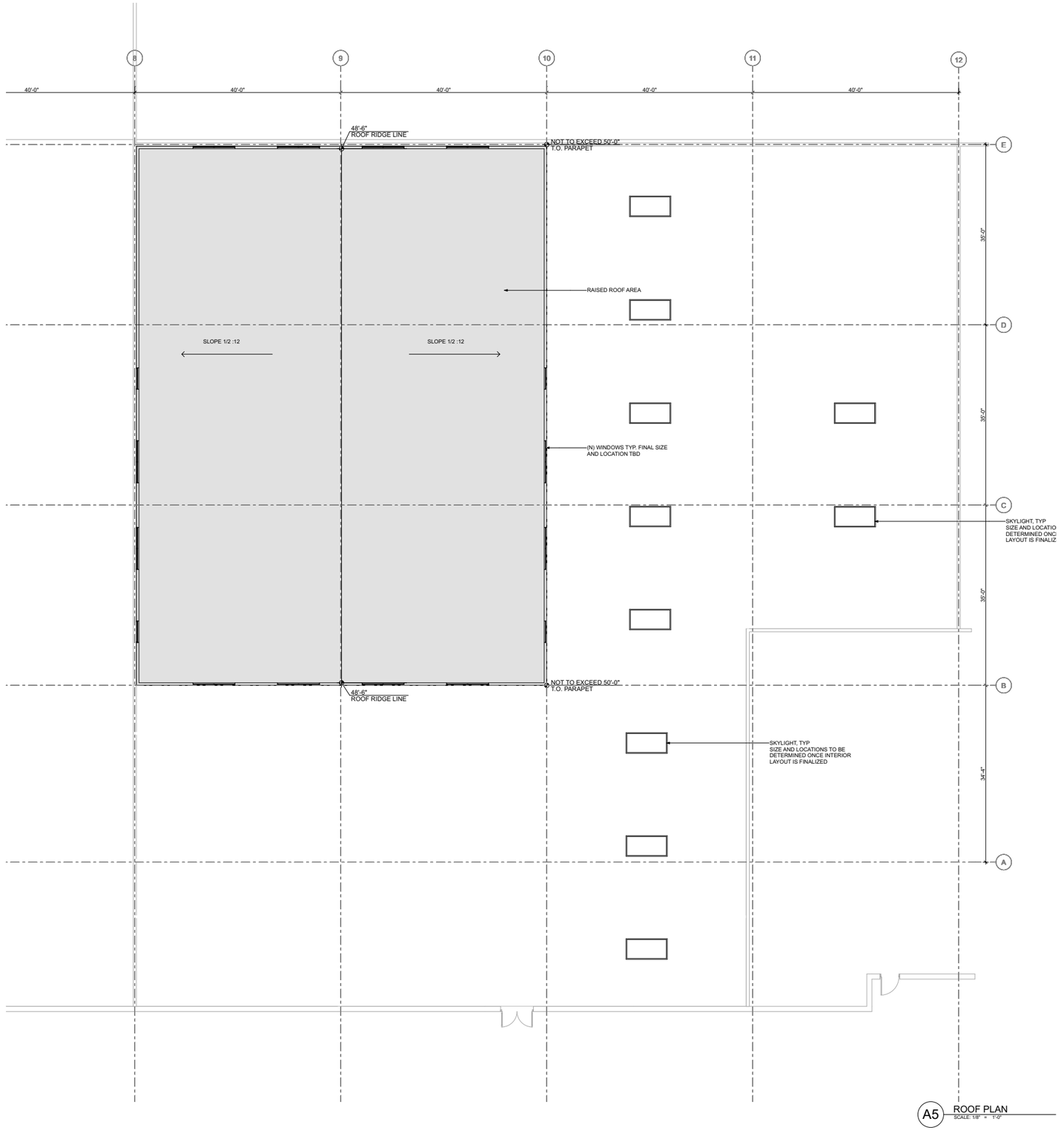
Operation and Occupancy:

The proposed hours of operation are Monday through Friday from 6:00 AM to 11:00 PM, and Saturdays and Sundays from 8:00 AM to 8:00 PM. We estimate this facility employing approximately 15 full-time positions and 35 part-time positions with anywhere from two to two dozen employees on site at any given time depending on the time of day and the active offerings at that time of day.

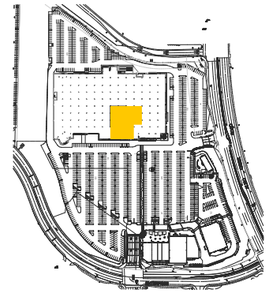
The estimated maximum occupant load for the space is calculated to be approximately 394 persons. That said, the number of customers in the facility at a given time will fluctuate throughout the day and vary between weekends and weeknight usage. Peak hours are anticipated to occur on weekday evenings between 6:00 PM and 9:00 PM and on weekends between 10:00 AM and 3:00 PM. There is an estimated peak occupancy of approximately 150 persons that could occur during these hours once the location's foot traffic has stabilized after opening. Sender City guests will account for about 10% of the total number of guests during weekdays and 20% of the total guests on weekends.

Sender One offers a variety of day use rates, membership rates and classes at various cost levels depending on age, frequency of use and other factors. Approximately 40% of Sender One users are members, while 60% pay per visit.

There is no food preparation on this site, nor alcohol sales or service. Customers booking the party / event space generally arrange for their own food and beverages; alcohol is not permitted during these events. Sender One does occasionally hold special events, where food and beverage is supplied by third-parties, and where alcohol is served. In such cases, Sender One works with a non-profit partner, a Special Event Permit will be obtained from the City, and a one-day license for any alcoholic beverages will be obtained from the Department of Alcoholic Beverage Control. There is anticipated to be not more than 4 of these Special Events within any calendar year.



A5 ROOF PLAN
SCALE: 1/8" = 1'-0"



SITE KEY PLAN

shook kelley

953 Cole Ave
Los Angeles, CA 90038

310 / 659 9482
www.shookkelley.com

SENDER ONE
TENANT IMPROVEMENT

26501 ALISO CREEK ROAD
SUITE 4
ALISO VIEJO, CA 92656

Prepared for :

SENDER ONE CLIMBING
1441 South Village Way
Santa Ana, CA 92705

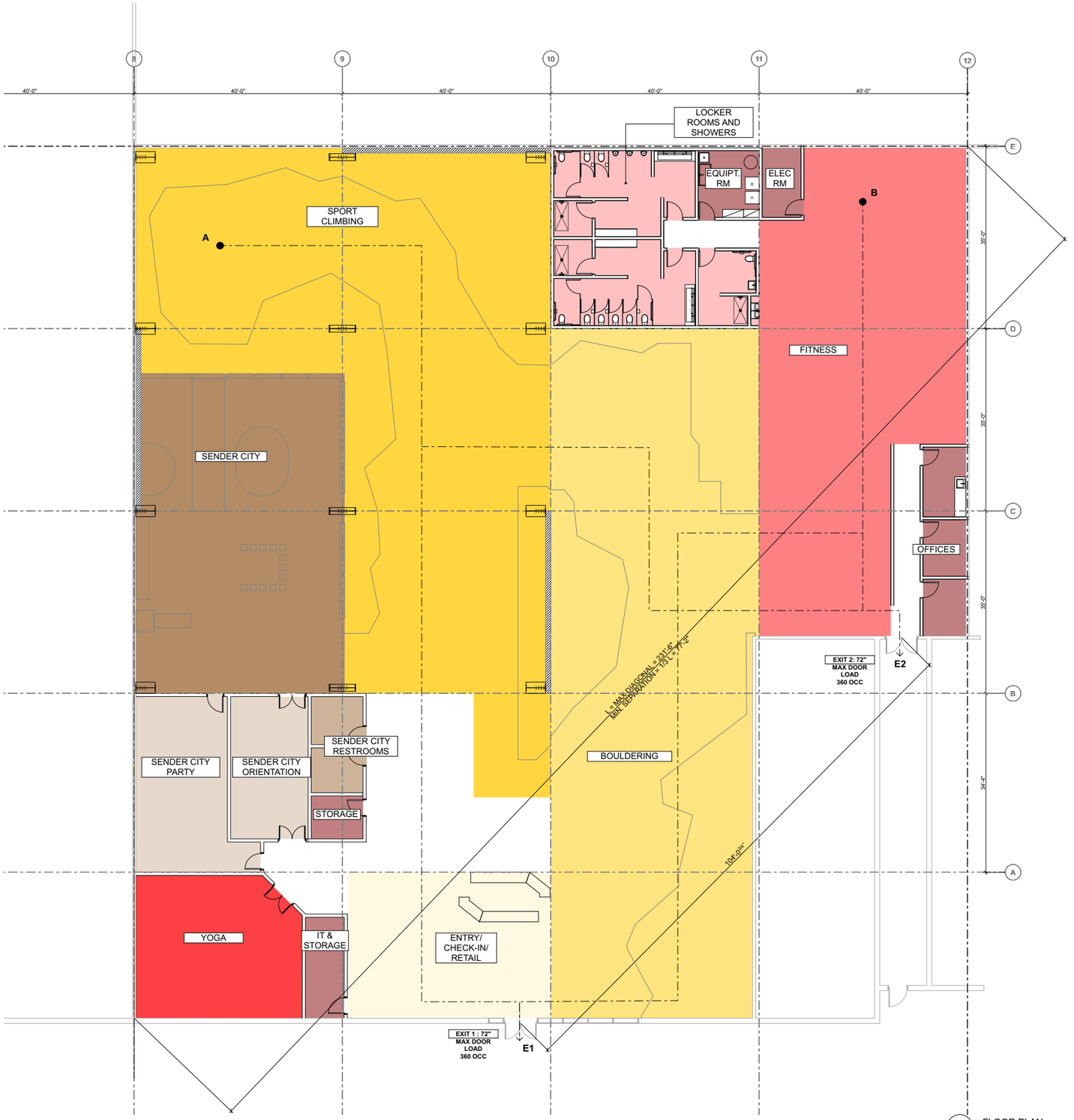
23027

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ROOF PLAN

A004



A5 FLOOR PLAN
SCALE: 1/8" = 1'-0"

PROJECT INFORMATION:

PRIMARY OCCUPANCY: A-3

BUILDING CONSTRUCTION TYPE: TYPE IIB FULLY SPRINKLERED

STORIES: 1

TENANT AREA: 23,713 SF

ALLOWABLE FLOOR AREA: UNLIMITED AREA FOR SPRINKLERED BLDG W/ 60' CLEAR AROUND PERIMETER OF BUILDING

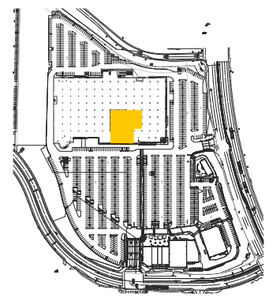
BUILDING EGRESS OCCUPANT LOAD:

SPACE	AREA (SF)	OCCUPANT LOAD FACTOR	NO. OCCUPANTS
CLIMBING AREAS (SPORT AND BOULDERING)	6,880	50	137.6
VOID AREAS OF CLIMBING WALLS	4,390	N/A	0
SENDER CITY	2,180	50	43.6
VOID AREAS OF CLIMBING STRUCTURES	280	N/A	0
FITNESS	3,000	50	60
YOGA	850	50	17
PARTY & ORIENTATION RMS	1,055	15	70.3
RESTROOMS / LOCKERS	1,060	50	21.6
BUSINESS AREAS	300	150	2
RETAIL AREA	1000	60	16.7
STORAGE/EQUIPMENT	505	300	1.7
TOTAL NET USEABLE AREA	**21,500 sf**		**370.5**

EGRESS PATH SCHEDULE

EXIT ROUTE	PATH LENGTH
A TO E1	210 ft
A TO E2	209 ft
B TO E1	220 ft
B TO E2	94 ft

MAX. EXIT ACCESS TRAVEL DISTANCE - OCCUPANCY A-3 WITH SPRINKLER SYSTEM - 250 FT



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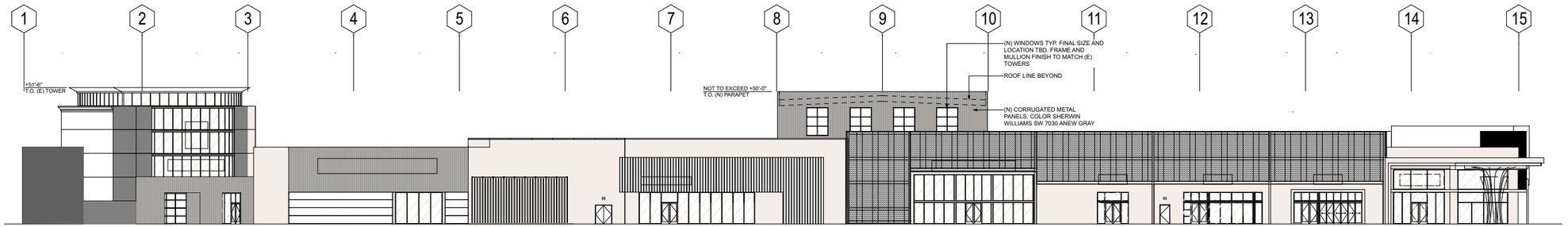
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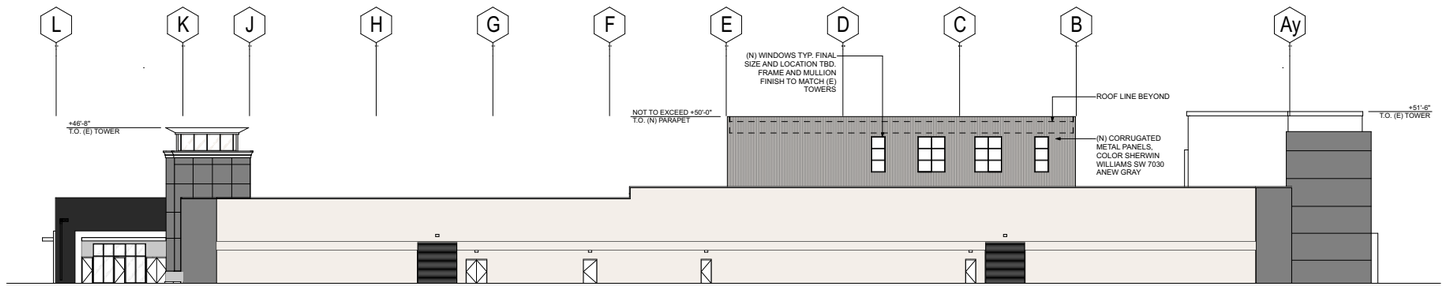
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FLOOR PLAN

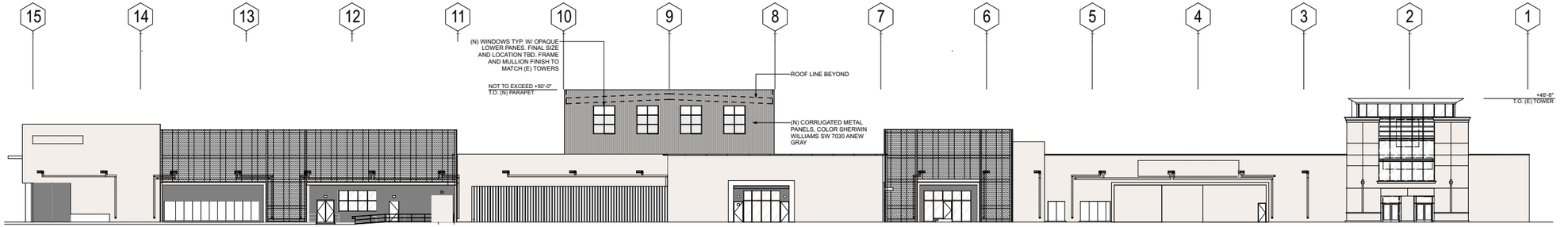
A003



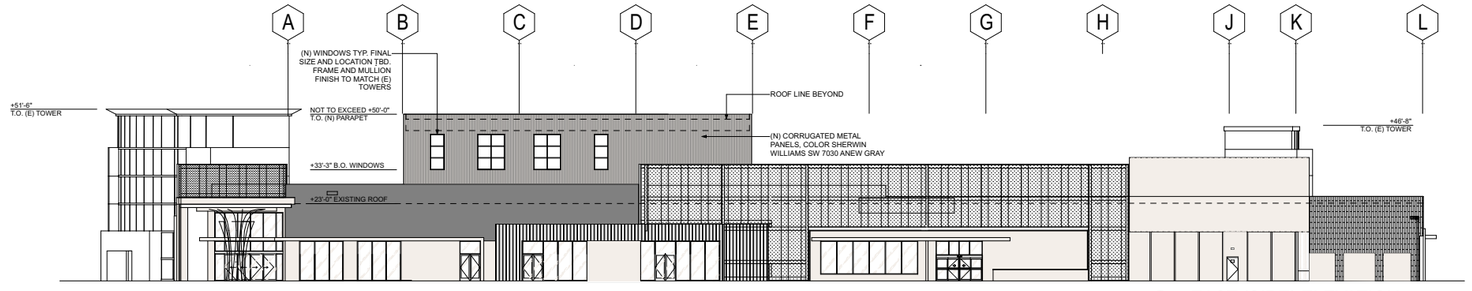
D6 SOUTH (FRONT) ELEVATION
SCALE: 1:200



C6 WEST (SIDE) ELEVATION
SCALE: 1:200



B6 NORTH (REAR) ELEVATION
SCALE: 1:200



A6 EAST (SIDE) ELEVATION
SCALE: 1:200

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EXTERIOR ELEVATIONS (DRAFT)

A005



VIEW 1



VIEW 2

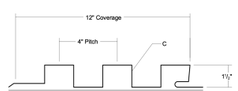


VIEW 3

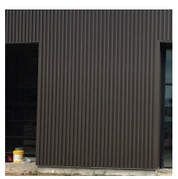


VIEW 4 - VANTAGE POINT AT 50 FT

Exterior Materials

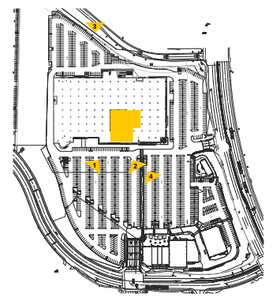


METAL WALL PANELS TYPICAL:
TL-1222 METAL WALL PANEL
PVDF FINISH
BY METAL SALES MFG.



PANEL STYLE REFERENCE
USED AT TESLA & OTHER LOCATIONS ON BLDG.

COLOR:
ANEW GRAY, SW 7030
(same as PT-05, elsewhere on project)



SITE KEY PLAN



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RENDERINGS (DRAFT)

A006

ALISO VIEJO

Sender One

26505 Aliso Creek Road

USE-2023-00030 – Conditional Use Permit

SDP-2023-00010 – Site Development Permit

City Council

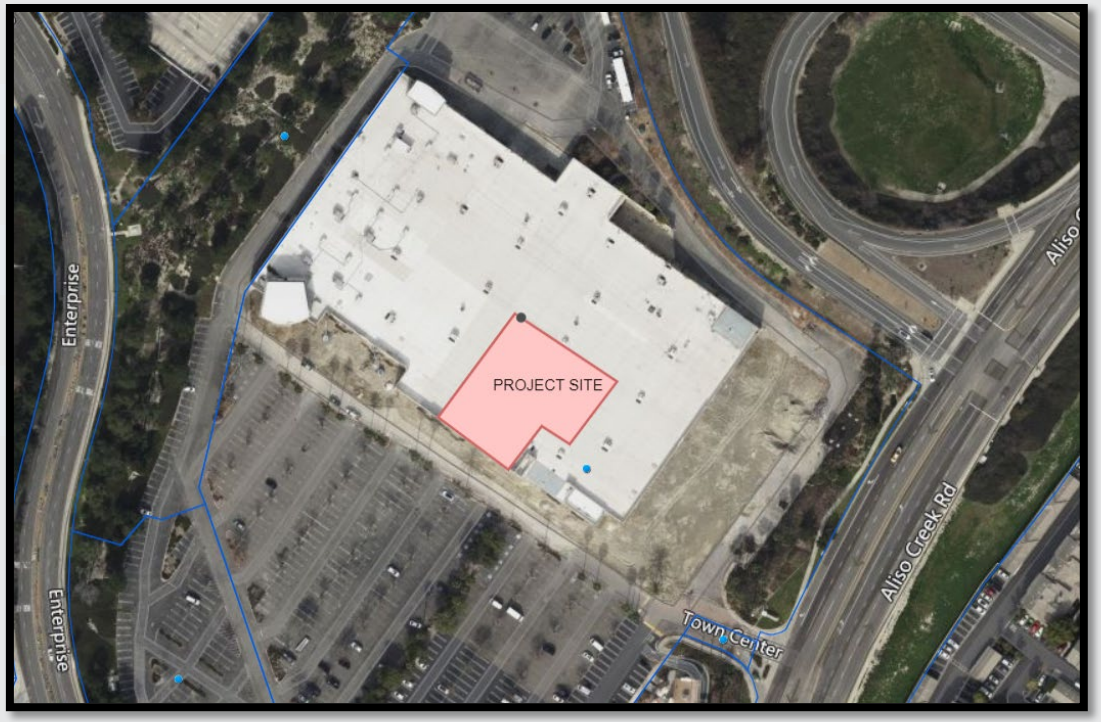
May 15, 2024

Project Description

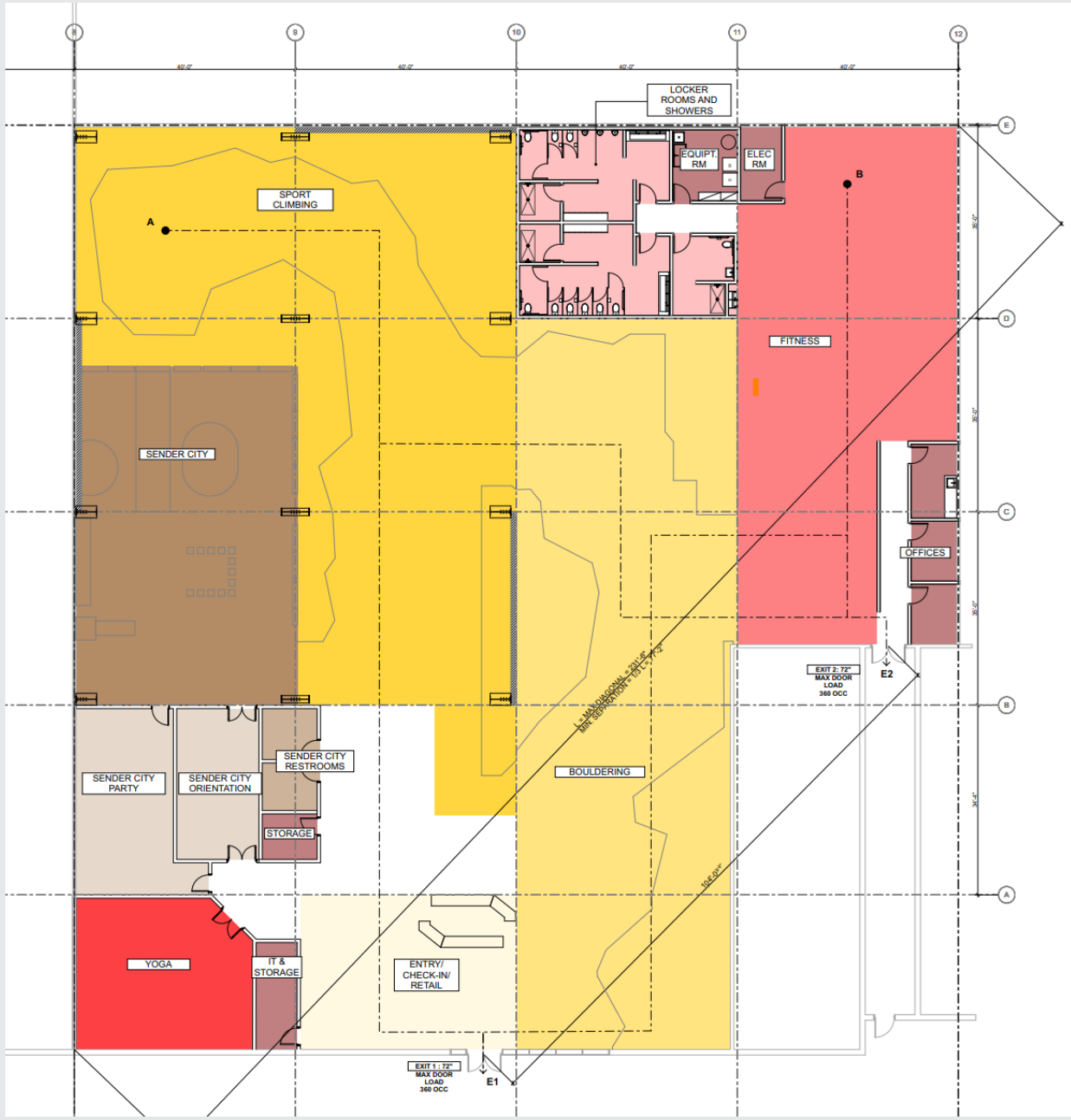
- Indoor rock climbing and bouldering facility
- Yoga and fitness classes
- “Sender City”
- Proposed hours of operation:
  Monday - Friday from 6:00 A.M. to 11:00 P.M.
  Saturdays and Sundays from 8:00 A.M. to 8:00 P.M.

Sender One

Project Information	
Square Footage	23,939
Existing Conditions	Vacant Suite
Zoning Designation	Specific Plan No. 2 Commercial-Town Center (“SP2-CTC”)
General Plan Designation	Town Center Commercial (“TCC”)/High Density Residential (“HDR”)

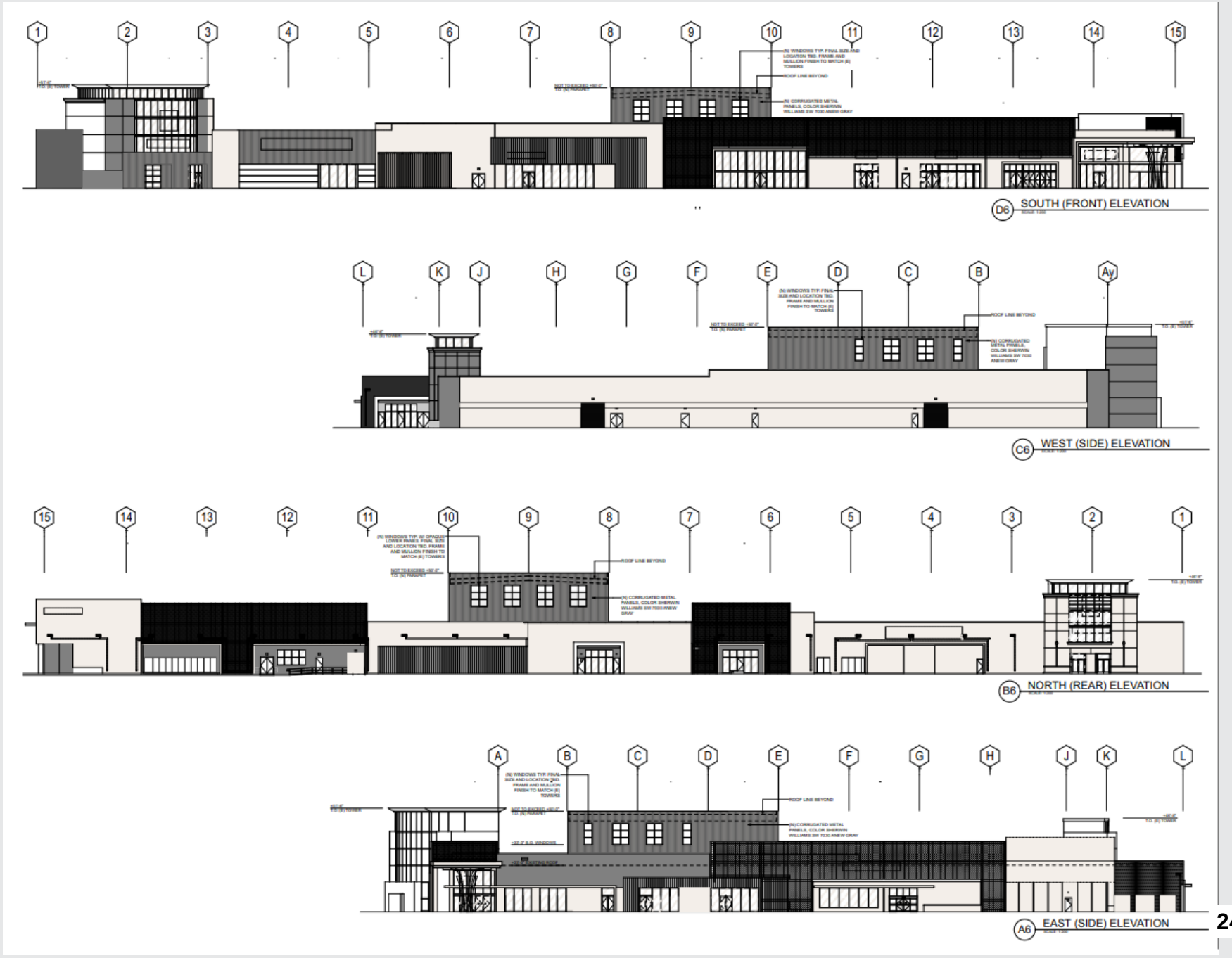


Floor Plan



ALISO VIEJO

Elevations



ALISO VIEJO

Renderings



VIEW 1



VIEW 2



VIEW 3



VIEW 4 - VANTAGE POINT AT 50 FT

ALISO VIEJO

Staff Recommendation to City Council:

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and

2. Adopt a Resolution approving a Conditional Use Permit for an indoor recreational climbing and fitness facility and a Site Development Permit to raise a portion of the roof to 50’ in height at 26505 Aliso Creek Road (USE-2023-00030/SDP-2023-00010).

Alternate Designs



Alternate #1



Alternate #2

City of Aliso Viejo
AGENDA ITEM

DATE: May 15, 2024

TO: Mayor and City Council

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

SUBJECT: ON-STREET PARKING – COLUMBIA AND JOURNEY

Recommended Actions:

1. Approve an applicant request to modify the lane configuration on Columbia to allow for on-street parking;
2. Approve a staff request to modify the lane configuration on Journey to allow for on-street parking;
3. Authorize Staff to finalize parking/lane configuration and complete the work on Columbia; and
4. Authorize Staff to finalize parking/lane configuration and complete the work on Journey.

Fiscal Impact:

The cost for this work is estimated to not exceed $20,000 for Columbia and would be paid with Gas Tax funds. Journey would not be completed until the next scheduled street maintenance project and the cost would be included in that budget, currently scheduled for FY 2029-30.

Background:

In 2004 an Ad Hoc City Council Committee was formed to investigate and determine policy for parking on collector streets and considered such issues and characteristics as:

- traffic/pedestrian safety
- sight distance
- street widths
- posted speed limits
- adjacency to community parks
- adjacency to schools
- aesthetics
- differing land uses on opposite sides of a particular street

On August 3, 2005, the City Council adopted Council Policy 800-2 Parking on Collector Streets. The policy provisions are as follows:

Direct Staff to perform an engineering study and establish parking regulations in response to public requests for modifications to existing parking regulations on collector streets. The engineering study shall be based on the following hierarchy of principles:

1. Public safety related to adequate sight distance.
2. Aesthetics.
3. Public convenience.
4. Land use adjacent to the collector street.
    a. Parking can be prohibited adjacent to single family residential.
    b. Parking should be allowed adjacent to multi-family residential.
    c. Parking should be allowed adjacent to parks and other community activity centers.
    d. Parking should be allowed adjacent to commercial and industrial land uses.
5. Existing center turn lanes on commercial/industrial streets are to be preserved.

The streets that principle #5 applied to included Argonaut, Columbia, Brookline and Journey. On April 2, 2014, City Council approved a request to allow on-street parking along all of Argonaut, and approved a similar request on November 3, 2021, on Brookline.

Staff has received a request from Accuride, owner of the Columbia Corporate Center to permanently allow for street parking on Columbia.

Discussion:

Staff receives annual requests from Compass Bible Church, located in the Columbia Corporate Center, to allow for street parking during events throughout the year to accommodate their patrons. They have also mentioned it could be helpful during weekend services, though not necessary given the parking available throughout the corporate center.

The applicant's request along with a proposed parking map is attached. It should be noted that if Council approves the request for parking, staff will review the street to determine where parking is deemed safe. Red curb and/or signage will be utilized to help designate the allowed parking areas. Staff would also not recommend striping the parking stalls and just have open parking similar to what was provided on Argonaut and Brookline.

If approved, much of the existing center turn lane striping would be removed and replaced with a single centerline stripe. Turn pockets at intersections would remain. The work could either be completed as a standalone project, or in conjunction with a street rehabilitation project, which is currently scheduled in FY 2028-29. As a standalone project the cost of up to $20,000 may be slightly higher than if completed with other street repairs. The most

noticeable difference with a standalone project will be the aesthetics on the street with removed striping visible versus a resurfaced street with the new striping.

Journey is the only other remaining street in the City where this lane configuration exists and could be modified to provide on-street parking. At this time, no formal requests have been received, but there have been and likely will continue to be requests for temporary street parking at both the Ice Palace and Webb's Grainworks. There are also occasional events at City Hall that require temporary street parking. Staff recommends Council consider authorizing on-street parking on Journey at this time. The work on Journey could be completed at any time; however, staff recommends it be part of the next street improvement project currently scheduled in FY 2029-30.

The streets are both wide enough to accommodate parking on both sides of the street. Areas close to intersections and driveways would be marked as no parking for safety purposes. Although staff does not foresee any problems making changes to either street, to be implemented City Council must authorize work due to a conflict with principle #5, preserving existing center lanes.

Attachment:

1. Applicant Request

Accuride

October 13, 2023

Shaun S. Pelletier, P.E.
City Engineer and Director of Public Works
12 Journey
Aliso Viejo, CA 92656

Re: Street Parking on Columbia

Dear Mr. Pelletier

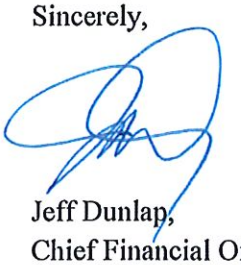
As the owner of the Columbia Corporate Center (CCC) we would like to request that Columbia be restriped to allow for street parking as depicted on the enclosed exhibit. Street parking on Columbia would enhance our tenants' efficient use of the CCC. While the center meets or exceeds the current City parking requirements street parking would allow the more efficient use of our space by allowing parking in closer proximity to each tenant's space.

We are also aware that others in the Columbia loop are supportive of this proposal and therefore would encourage you to take up this effort as soon as possible. We also observed the evolution of the street parking process the City undertook on Argonaut and believe it has been good for that business park and will be good for the building owners and tenants on Columbia.

We would also like to appoint Rick Talcott from Compass Bible Church as our agent for this project.

Thanking you in advance for your assistance with this important matter.

Sincerely,



Jeff Dunlap,
Chief Financial Officer
Accuride International Inc.

SITE PLAN: PROPOSED STREET PARKING | 1"=60'-0"

ELEMENTS ARCHITECTURE

Compass Master Plan

ALISO VIEJO, CALIFORNIA

November 14, 2017

COMPASS BIBLE CHURCH

A4

City of Aliso Viejo
AGENDA ITEM

DATE: May 15, 2024

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: FISCAL YEAR 2023-24 FINANCIAL UPDATE

Recommended Actions:

1. Receive and file the fiscal year (FY) 2023-24 financial update;

2. Authorize an increase in revenue estimates by $3,645,297 and increase budget appropriations by $2,169,000 to the adopted FY 2023-24 General Fund Budget; and

3. Authorize the additional appropriation of $35,000 in Gas Tax, $48,992 in State Grants, and $139,546 in Integrated Waste Management funds to the FY 2023-24 Budget.

Fiscal Impact:

General Fund revenue is being adjusted to $26.4 million, an increase of $3.6 million from the adopted FY 2023-24 Budget. The revised budget appropriation is approximately $26.1 million, representing an increase of $2.2 million. An operating surplus is projected to be approximately $0.3 million at June 30, 2024. Staff estimates ending General Fund balance to be $34.7 million.

General Fund Summary	FY2023-24 Adopted Budget	FY2023-24 Revised Budget	Change from Adopted Budget
Beginning Fund Balance	$ 30,641,306	$ 34,426,099	$ 3,784,793
Resources	22,726,844	26,372,141	3,645,297
Appropriations	(23,899,602)	(26,068,601)	(2,168,999)
Estimated Operating Surplus/ (Deficit)	(1,172,758)	303,540	1,476,298
Estimated Ending Fund Balance	**$ 29,468,548**	**$ 34,729,639**	**$ 5,261,091**

Background:

On June 7, 2023, the City Council reviewed and approved the FY 2023-24 Budget. The budget estimated a total of $22.7 million in General Fund resources. Total appropriations, including capital improvement projects and transfers out, totaled $23.9 million, creating

an operating deficit of $1.2 million. As a result, reserves in the amount of $1.2 million were anticipated for debt service payments on the Certificates of Participation (COP) for $0.6 million and capital improvement for $0.6 million. At the time of adoption, it was estimated the ending General Fund balance would be $29.5 million. Below is a summary of the adopted General Fund Budget.

FY 2023-24 General Fund Budget

Estimated Beginning Fund Balance		$ 30,641,306
Resources	22,726,844	
Appropriations	(23,899,602)	
Estimated Year-End Surplus (Deficit)		$ (1,172,758)
Use of Reserves - Debt Service	658,250	
Use of Reserves - CIP	573,000	
Estimated Ending Fund Balance		$ 29,468,548

Discussion:

General Fund Revenues

The local economy remains strong despite concerns with inflation, recession, interest rates, and national debt. Estimates for property and transient occupancy taxes are trending within budget estimates. Sales tax revenue estimates are being adjusted to account for the Hunt and Sons, LLC Operating Covenant Agreement approved by Council in September 2023. Since Hunt & Sons began operations, their sales tax estimates are trending on the higher range of previous estimates; as a result, estimates for sales tax revenue are being adjusted by $2.4 million to account for this increase. (This increase in sales tax will be offset with an additional expenditure of $1.5 million for subsidy payments per the agreement, with net income of $0.9 million to the City). Franchise fees are also projected to be higher by approximately $0.1 million.

Other adjustments include revenue provided at Gold Coast Farms, which was previously not accounted for in the General Fund. Estimates will increase recreation revenue by $350,000 (with a corresponding expenditure increase of $315,000). In addition, other revenue is increasing by approximately $0.3 million as a result of various reimbursements and settlements received during the year. Lastly, fines and forfeitures estimates are being adjusted by $0.2 million and investment earnings by $0.3 million.

Compared to the Adopted FY 2023-24 Budget, total revenue for FY 2023-24 is projected to increase by $3.6 million from $22.7 million to $26.4 million. The table below provides a summary regarding the revised revenue estimates for FY 2023-24 as well as comparisons to FY 2022-23 actuals.

General Fund Source	FY2022-2023 Actuals	FY2023-2024 Adopted Budget	FY2023-2024 Revised Budget	Change From Adopted Budget
Property Tax	$ 9,459,526	$ 9,731,500	$ 9,731,500	$ -
Sales Tax	6,244,171	6,050,641	8,450,641	2,400,000
TOT	1,570,525	1,600,000	1,600,000	-
Franchise Fees	1,741,999	1,600,000	1,740,000	140,000
Recreation	1,656,346	1,200,000	1,550,000	350,000
Building & Planning	1,382,776	1,100,000	1,100,000	-
Fines & Forfeitures	227,896	133,800	300,000	166,200
Investment Earnings	321,058	400,000	650,000	250,000
Other	4,462,739	910,903	1,250,000	339,097
Total Resources	**$ 27,067,036**	**$ 22,726,844**	**$ 26,372,141**	**$ 3,645,297**

General Fund Appropriations

Changes to the Adopted FY 2023-24 Budget total $2.2 million. These changes include $1.5 million in economic subsidy payments to Hunt and Sons, LLC (as a result of higher sales tax revenue) and $0.4 million within the Recreation & Community Services Department for operations at Gold Coast Farm ($315,000) and $35,000 for additional part-time wages. In addition, another $0.3 million is needed for unanticipated labor and contractual costs in administration and support.

Staff projects remaining General Fund expenditures to be within budget estimates. The table below provides a summary of the year-to-date expenditures as of April 30, 2024, in the General Fund.

General Fund Appropriations	FY2022-23 Actuals	FY2023-2024 Adopted Budget	FY2023-2024 Revised Budget	Change From Adopted	FY2023-2024 YTD Expenditures*
Admin & Support	$ 4,697,320	$ 4,805,141	$ 5,094,506	$ 289,365	$ 4,024,442
Community Services	2,802,609	2,669,857	3,029,492	359,635	2,074,895
Comm & Econ Dev	2,495,596	2,558,455	4,083,455	1,525,000	1,817,769
Public Works	1,664,540	1,874,530	1,874,530	-	1,400,127
Public Safety	10,038,157	10,331,048	10,326,047	(5,001)	9,802,558
City Hall	201,312	245,481	233,518	(11,963)	162,593
Debt Service	658,747	658,250	658,250	-	650,571
Capital Improvement	445,321	573,000	584,963	11,963	263,477
Transfers	217,503	183,840	183,840	-	-
Total General Fund	**$ 23,221,105**	**$ 23,899,602**	**$ 26,068,601**	**$ 2,168,999**	**$ 20,196,432**

*The revised budget includes minor budget transfers between departments and other approved appropriations made during the fiscal year.

Special Revenue Funds

Other necessary budget adjustments in the following funds for FY 2023-24 are as follows:

- Gas Tax – Additional budget appropriation in the amount of $35,000 is recommended due to higher than anticipated utility costs for traffic signals and street lighting.

- State Grants – The City received $60,000 in grant funding for the Solar App project. The project was expected to be completed by June 2023; however, it was delayed and the balance of $48,992 needs to be reappropriated to FY 2023-24.

- Integrated Waste Management (CalRecycle) – The City was recently approved for $139,546 in SB 1383 Local Assistance funds. This grant provides funding to offset costs associated with the administration, enforcement, inspection, and education efforts for organic waste collection and food recovery programs.

No other significant changes to Special Revenue Funds are anticipated.

Summary

General Fund revised revenue and expenditure estimates for FY 2023-24 total $26.4 million and $26.1 million, respectively. Staff projects a General Fund surplus of $0.3 million at the end of the fiscal year. The most significant change from budget estimates is the addition of sales tax revenue from the approved agreement with Hunt & Sons that is expected to provide net revenue of $0.9 million to the City. As a result of the increased revenue forecasts, the City is not expected to use reserves to fund debt service payments and capital improvements, which was previously planned during budget adoption.

The ending fund balance for all funds citywide is estimated at $39.8 million. Staff will continue to analyze revenue and expenditure trends and provide updates to Council as necessary.

Attachment:

1. FY 2023-24 Budget Update Presentation

ALISO VIEJO

Fiscal Year 2023-24 Financial Update

Department of Financial Services

May 15, 2024

FY 2023-24 Adopted Budget

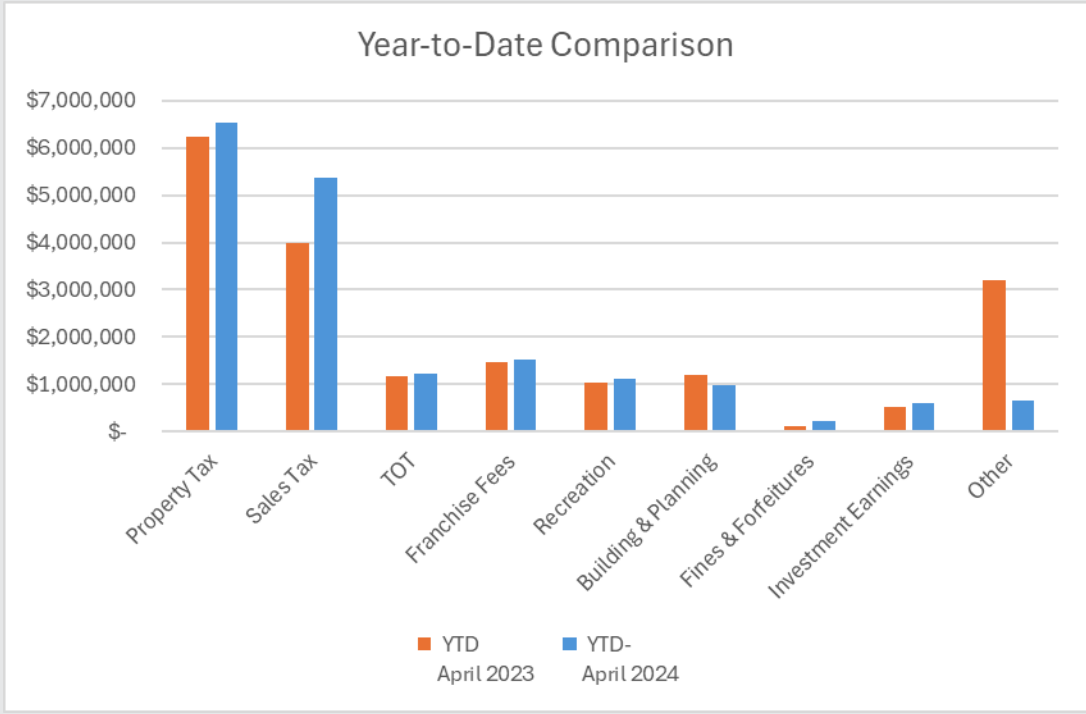
- Expenses Exceeded Revenue
- Loss of ARPA Funds
- $1.2 Million Deficit
- Use of Reserves
- Budget Reductions

FY 2023-24 General Fund Budget

Estimated Beginning Fund Balance		$ 30,641,306
Resources	22,726,844	
Appropriations*	(23,899,602)	
Estimated Year-End Surplus (Deficit)		$ (1,172,758)
Use of Reserves - Debt Service	658,250	
Use of Reserves - CIP	573,000	
Estimated Ending Fund Balance		$ 29,468,548

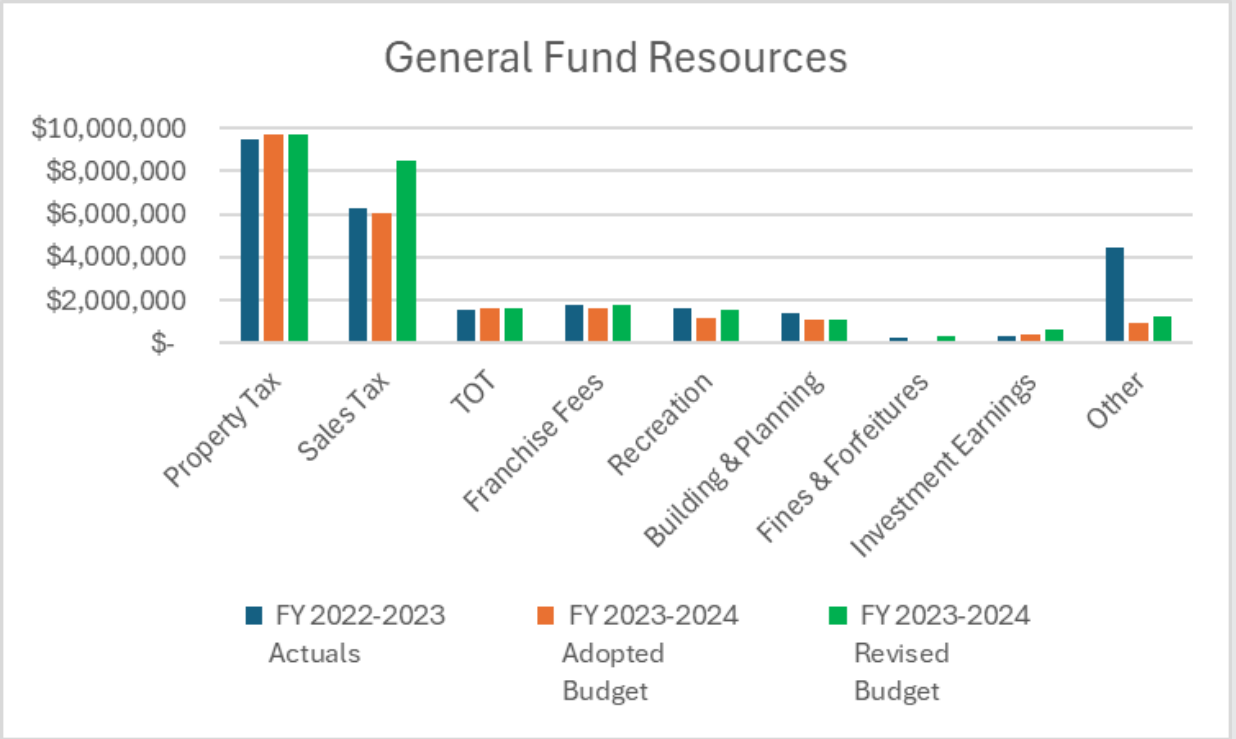
FY 2023-24 General Fund Year-to-Date Revenue

General Fund Source	FY 2023-2024 Adopted Budget	YTD April 2023	YTD- April 2024	YTD Variance
Property Tax	$ 9,731,500	$ 6,249,634	$ 6,533,879	$ 284,245
Sales Tax	6,050,641	3,999,205	5,382,559	1,383,354
TOT	1,600,000	1,179,830	1,220,947	41,117
Franchise Fees	1,600,000	1,460,573	1,529,071	68,498
Recreation	1,200,000	1,029,660	1,100,725	71,065
Building & Planning	1,100,000	1,184,616	973,649	(210,966)
Fines & Forfeitures	133,800	119,501	228,352	108,851
Investment Earnings	400,000	514,416	601,660	87,244
Other	910,903	3,206,078	651,719	(2,554,358)
Total Resources	**$ 22,726,844**	**$ 18,943,512**	**$ 18,222,562**	**$ (720,951)**



FY 2023-24 General Fund Revenue

General Fund Source	FY 2022-2023 Actuals	FY 2023-2024 Adopted Budget	FY 2023-2024 Revised Budget	Change From Adopted Budget
Property Tax	$ 9,459,526	$ 9,731,500	$ 9,731,500	$ -
Sales Tax	6,244,171	6,050,641	8,450,641	2,400,000
TOT	1,570,525	1,600,000	1,600,000	-
Franchise Fees	1,741,999	1,600,000	1,740,000	140,000
Recreation	1,656,346	1,200,000	1,550,000	350,000
Building & Planning	1,382,776	1,100,000	1,100,000	-
Fines & Forfeitures	227,896	133,800	300,000	166,200
Investment Earnings	321,058	400,000	650,000	250,000
Other	4,462,739	910,903	1,250,000	339,097
Total Resources	**$ 27,067,036**	**$ 22,726,844**	**$ 26,372,141**	**$ 3,645,297**



FY 2023-24 Fiscal Year Adjustments

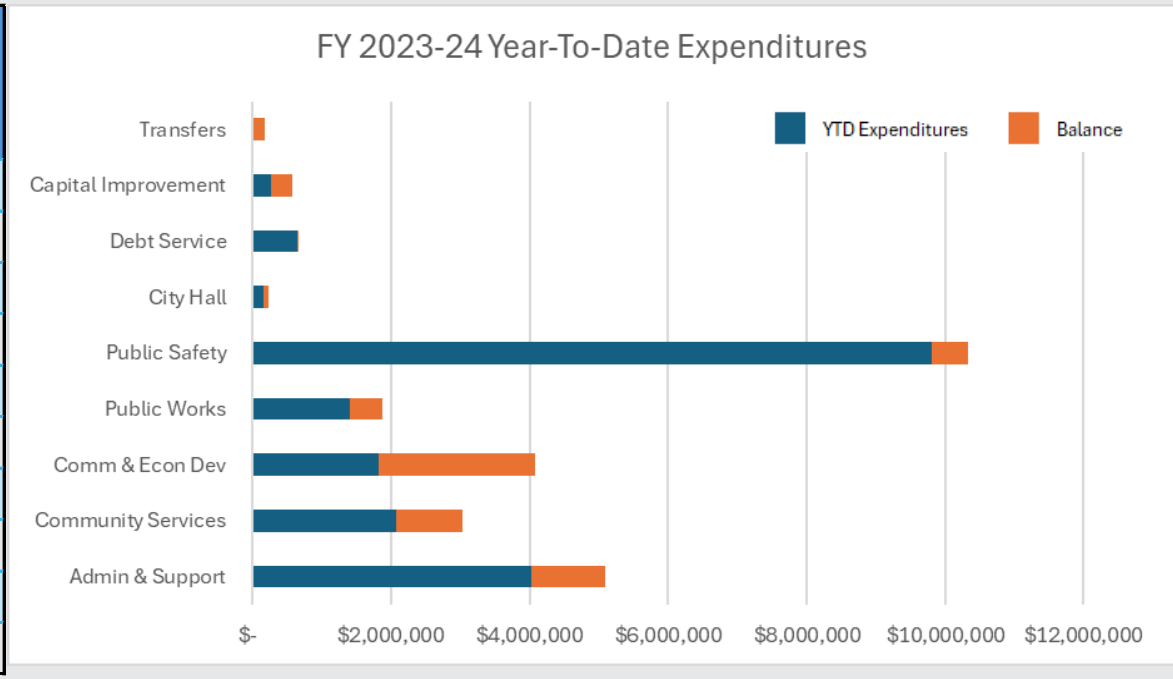
- **Admin & Support - $0.3M**
  - Salaries & Benefits
  - Contractual Services
- **Community Services - $0.4M**
  - Gold Coast Farms
  - Part-Time Wages
- **Economic Development - $1.5M**
  - Economic Subsidy Agreement

General Fund Appropriations	FY 2022-23 Actuals	FY 2023-2024 Adopted Budget	FY 2023-2024 Revised Budget	Change From Adopted
Admin & Support	$ 4,697,320	$ 4,805,141	$ 5,094,506	$ 289,365
Community Services	2,802,609	2,669,857	3,029,492	359,635
Comm & Econ Dev	2,495,596	2,558,455	4,083,455	1,525,000
Public Works	1,664,540	1,874,530	1,874,530	-
Public Safety	10,038,157	10,331,048	10,326,047	(5,001)
City Hall	201,312	245,481	233,518	(11,963)
Debt Service	658,747	658,250	658,250	-
Capital Improvement	445,321	573,000	584,963	11,963
Transfers	217,503	183,840	183,840	-
Total General Fund	**$ 23,221,105**	**$ 23,899,602**	**$ 26,068,601**	**$ 2,168,999**

*The revised budget includes minor budget transfers between departments and other approved appropriations made during the fiscal year.

FY 2023-24 Expenditure Update

General Fund Appropriations	FY 2023-2024 Adopted Budget	FY 2023-2024 Revised Budget	FY 2023-2024 YTD Expenditures*	% Spent
Admin & Support	$ 4,805,141	$ 5,094,506	$ 4,024,442	79%
Community Services	2,669,857	3,029,492	2,074,895	68%
Comm & Econ Dev	2,558,455	4,083,455	1,817,769	45%
Public Works	1,874,530	1,874,530	1,400,127	75%
Public Safety	10,331,048	10,326,047	9,802,558	95%
City Hall	245,481	233,518	162,593	70%
Debt Service	658,250	658,250	650,571	99%
Capital Improvement	573,000	584,963	263,477	45%
Transfers	183,840	183,840	-	0%
Total General Fund	**$ 23,899,602**	**$ 26,068,601**	**$ 20,196,432**	77%



* As of April 30, 2024.

FY 2023-24 Revised Budget

General Fund Summary	FY 2023-24 Adopted Budget	FY 2023-24 Revised Budget	Change from Adopted Budget
Beginning Fund Balance	$ 30,641,306	$ 34,426,099	$ 3,784,793
Resources	22,726,844	26,372,141	3,645,297
Appropriations	(23,899,602)	(26,068,601)	(2,168,999)
Estimated Operating Surplus/(Deficit)	(1,172,758)	303,540	1,476,298
Estimated Ending Fund Balance	**$ 29,468,548**	**$ 34,729,639**	**$ 5,261,091**

Special Revenue Funds

- **Gas Tax – $35,000 for traffic signals and street lighting.**
- **State Grants – $48,992 for the Solar App Project**
- **Integrated Waste Management –**
  - $71,231(approved 12/6/23)
  - $139,546 (awarded April 2024)
- **SB1- $92,400 (approved 12/6/23)**

Fund	FY 2023-24 Adjusted Revenue	FY 2023-24 Adopted Budget	Additional Appropriations	FY 2023-24 Revised Budget
Traffic Congestion Relief	$ 1,000	$ -		$ -
Gas Tax	1,492,900	1,321,800	35,000	1,356,800
Measure M	1,045,512	1,082,578		1,082,578
SB1	1,291,695	1,045,000	92,400	1,137,400
Public Safety Grants	176,700	175,043		175,043
AQMD	73,000	50,000		50,000
Integrated Waste Mgmt	153,546	16,000	210,777	226,777
Technology Fund	98,900	92,880		92,880
Federal Grants	877,535	877,535		877,535
State Grants	60,000	-	48,992	48,992
AV Center[1]	2,956,835	2,956,835	-	2,956,835
AV Aquatic Center[2]	1,181,840	1,181,840	-	1,181,840
Total	**$ 9,409,463**	**$ 8,799,511**	**$ 387,169**	**$ 9,186,680**

[1] AV Center expenditures include transfers out to the General Fund in the amount of $585,028.

[2] AV Aquatic Center revenue includes transfers in from the General Fund in the amount of $183,840.

Recommended Actions:

1. Receive and file the fiscal year (FY) 2023-24 financial update;

2. Authorize an increase in revenue estimates by $3,645,297 and increase budget appropriations by $2,169,000 to the adopted FY 2023-24 General Fund Budget; and

3. Authorize the additional appropriation of $35,000 in Gas Tax, $48,992 in State Grants, and $139,546 in Integrated Waste Management funds to the FY 2023-24 Budget.

City of Aliso Viejo
AGENDA ITEM

DATE: May 15, 2024

TO: Mayor and City Council

FROM: Mitzi Ortiz, Acting City Manager

SUBJECT: REQUEST TO AUTHORIZE USE OF CITY LETTERHEAD BY MAYOR MUNZING

Recommended Action:

Consider authorizing the use of City letterhead for a letter of opposition to Harm Reduction Institute's syringe services program application for a program in the City of Santa Ana.

Fiscal Impact:

None.

Background:

On September 16, 2020, the City Council adopted Ordinance No. 2020-216 amending Chapter 1.04 of the Aliso Viejo Municipal Code ("AVMC") relating to the use of the City's official indicia. AVMC Section 1.04.020 requires prior approval of the City Council for use of City letterhead by anyone other than City staff.

Discussion:

Mayor Munzing received a request from the City of Santa Ana Mayor Valerie Amezcua for a letter of opposition to Harm Reduction Institute's syringe services program application and is seeking City Council authorization for the use of City letterhead. The proposed program would be operated in the City of Santa Ana. The attached correspondence outlines the City of Santa Ana's reasons for opposing the program.

Attachment:

1. City of Santa Ana Mayor's Request for Letter of Opposition

CITY OF SANTA ANA

April 10, 2024

Honorable Mike Munzing
Mayor of the City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656

RE: Request for Letter of Opposition to Harm Reduction Institute's Syringe Services Program Application

Dear Mayor Munzing:

As the Mayor of the City of Santa Ana, I am writing to respectfully request that you prepare a letter of opposition to the application submitted by the Harm Reduction Institute (HRI) to operate a needle distribution program in Santa Ana, California. This opposition stems from serious concerns regarding public health, safety, and the well-being of our community, as outlined below. The City of Santa Ana has made it a top priority to address the negative impacts that needle distribution programs have had on our community in the past. We believe that approving HRI's application would only exacerbate these issues and pose significant risks to the health, safety, and quality of life of our residents and surrounding cities. Their application states HRI will use a mobile/home delivery and pick up method, defining "home" as "described by the client." The ambiguity of their definition of home can affect the entire County of Orange.

HRI's initial application was approved by the California Department of Public Health in August 2023. However, in light of the strenuous opposition from the City of Santa Ana and the legitimate public health and safety concerns raised, the authorization for the program was rescinded. While HRI has resubmitted its application in December 2023, the City of Santa Ana remains steadfast in our stance against the proposed needle distribution program.

Our opposition is grounded in several key concerns:

- **Negative Impacts on Public Health and Safety:** Needle distribution programs have historically been associated with increased public health risks. For example, a needle distribution program operated in Santa Ana from 2016 to 2018, resulting in 250,000 used syringes being discarded in public areas frequented by children and senior citizens. These used syringes affected

public areas like the Civic Center, library, senior center, neighborhoods, and businesses. Presently, HRI plans to operate a needle distribution program in our community that would, on an annual basis, provide 300,000 syringes—while only collecting 180,000. This means that 120,000 needles annually could be discarded in public areas. This needle distribution program would only perpetuate issues and undermine our efforts to promote public health and safety.

- **Lack of Consultation with Stakeholders:** Meaningful consultation with stakeholders, including the Santa Ana Police Department and other affected parties, is essential before any decision is made regarding the approval of HRI's application. It is imperative that the concerns and perspectives of our community members be thoroughly considered in this process.

- **Potential Risks to Youth, Neighborhoods, and Businesses:** The operation of a needle distribution program by HRI would seriously jeopardize the health, safety, and well-being of our youth, neighborhoods, and businesses. We cannot afford to ignore the potential negative impacts that such a program would have on our community.

In conclusion, I respectfully ask for a letter of opposition and ask that the California Department of Public Health reject HRI's application for the establishment of a needle distribution program in Santa Ana. We believe that approving this application would be contrary to the best interests of our community and would only serve to exacerbate the existing challenges we face.

Thank you for considering our concerns. We stand firm in our commitment to safeguarding the health and safety of not only the residents of Santa Ana, but the entirety of Orange County. Should you like to discuss this matter further, please do not hesitate to contact me at (714) 647-6900 or vamezcua@santa- ana.org.

Sincerely,



Valerie Amezcua

Mayor