

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, FEBRUARY 01, 2023
7:00 PM REGULAR MEETING

City Hall
Council Chambers
12 Journey
Aliso Viejo, CA



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

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

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

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

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

DAVID A. DOYLE
CITY MANAGER

SCOTT C. SMITH
CITY ATTORNEY

MITZI ORTIZ
CITY CLERK

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

CALL TO ORDER: CONVENE REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE:

1. SPECIAL PRESENTATIONS:

- 1.1. RECOGNITION OF ALISO VIEJO LITTLE LEAGUE - 8-10 YEAR OLD DISTRICT 55
AND SECTION 10 CHAMPIONS
- 1.2. RECOGNITION OF ALISO VIEJO LITTLE LEAGUE - 9-11 YEAR OLD DISTRICT 55
AND SECTION 10 CHAMPIONS
- 1.3. RECOGNITION OF ALISO VIEJO LITTLE LEAGUE - LITTLE LEAGUE DISTRICT 55
CHAMPIONS
- 1.4. PROCLAMATION - BLACK HISTORY MONTH
[Proclamation](#)
- 1.5. INTRODUCTION OF CHIEF OF POLICE SERVICES CAPTAIN ALAN VILLANUEVA

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. RESOLUTION EXTENSION AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommended Action: Move to reconfirm findings under Assembly Bill 361 and extend Resolution No. 2021-27 to continue virtual City Council meetings.

[Staff Report](#)

[Attachment 1 - Resolution No. 2021-27](#)

4.3. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the January 18, 2023 Special Meeting and the January 18, 2023 Regular Meeting.

[Draft Minutes - January 18, 2023 Special Meeting](#)

[Draft Minutes - January 18, 2023 Regular Meeting](#)

4.4. ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued January 19, 2023, in the amount of \$674,237.83.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.5. TREASURER'S STATEMENT – DECEMBER 2022

Recommended Action: Receive and file the December 2022 Treasurer's Statement.

[Staff Report](#)

[Attachment 1 - Dec 2022 Treasurer's Statement](#)

4.6. SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT & ASSOCIATES, INC. TO PROVIDE ECONOMIC DEVELOPMENT CONSULTING SERVICES

Recommended Action: Approve and authorize the City Manager to execute a Seventh Amendment to the Professional Services Agreement with Kosmont & Associates, Inc. for economic development consulting services to increase the total compensation by an amount not to exceed \$15,000.

[Staff Report](#)

[Attachment 1 - Original Agreement](#)

[Attachment 2 - Seventh Amendment](#)

5. PUBLIC HEARINGS:

5.1. ORDINANCE AMENDING SECTION 15.14.080 OF THE ALISO VIEJO MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

Recommended Action:

1. Hold a public hearing and introduce for first reading an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING SECTION 15.14.080 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA; and
2. Find the Ordinance exempt from the requirements of the California Environmental Quality Act pursuant to California Public Resources Code section 21080.17.

[Staff Report](#)

[Attachment 1 - Ordinance](#)

[Attachment 2 - AVMC 15.14.080 - Redlined](#)

6. DISCUSSION:

6.1. APPOINTMENT OF SCAG GENERAL ASSEMBLY DELEGATE

Recommended Action: Appoint delegate and alternate for the Southern California Association of Governments (SCAG) General Assembly to be held May 5, 2023.

[Staff Report](#)

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is February 15, 2023.



Proclamation

Black History Month – February 2023

WHEREAS, *Black History Month* is observed in February of each year; and

WHEREAS, *Black History Month* seeks to emphasize Black history and its cultural contributions to American life, and is designed to recognize and pay tribute to the many contributions of African Americans to the history, society and culture of the United States of America; and

WHEREAS, *Black History Month* celebrates the achievements of African Americans in Arts, Civil Rights, Education, Entertainment, Government, History, Law, Literature, Medicine, Military, Music, Politics, Science, Sports, and other endeavors; and

WHEREAS, the City of Aliso Viejo continues to work toward becoming an inclusive community in which all citizens-past, present, and future-are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and

WHEREAS, special recognition is given to our educators, schools administrators, and our students, including those at St. Mary's School in Aliso Viejo, who dedicate their time, energy and attention to further the acknowledgement of the importance of this month.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Aliso Viejo, California, hereby proclaims February 2023 as **Black History Month** and encourages all residents to celebrate our diversity and continue our efforts to create a world that is more just, peaceful, and prosperous for all.

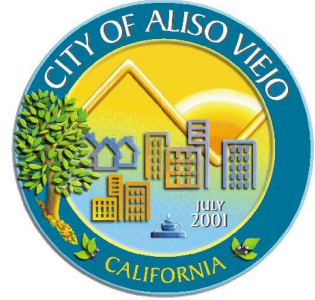
Dated this 1st day of February, 2023

Richard W. Hurt, Mayor



City of Aliso Viejo

AGENDA ITEM



DATE: February 1, 2023

TO: Mayor and City Council

FROM: Mitzi Ortiz, Director of Government Services

SUBJECT: RESOLUTION EXTENSION AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommended Action:

Move to reconfirm findings under Assembly Bill 361 and extend Resolution No. 2021-27 to continue virtual City Council meetings.

Fiscal Impact:

None.

Background:

Assembly Bill 361 ("AB 361"), effective October 1, 2021, waives certain provisions of the Ralph M. Brown Act and allows legislative bodies to meet virtually until January 1, 2024, provided there is a state of emergency and either:

1. state or local officials have imposed or recommended measures to promote social distancing; or
2. the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

Under AB 361, the City is not required to allow public access at teleconference locations; however, the City must provide access to meetings via a call-in option or internet-based service option so that members of the public may address the City Council in real time. Additionally, every 30 days the City Council must reconsider the state of emergency and make the determination to continue meeting virtually in accordance with AB 361.

Discussion:

On October 20, 2021, the City Council adopted Resolution No. 2021-27 authorizing virtual City Council meetings under AB 361, having found and determined that (1) a state of emergency related to COVID-19 is currently in effect; (2) state and local officials have

recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. At subsequent meetings, the City Council has reconfirmed the findings and extended the resolution pursuant to AB 361.

Staff will agendize this matter for consideration at each City Council meeting until such time as the state of emergency has been terminated or the City Council determines that conditions no longer exist to prevent meeting safely in person.

Staff recommends that the City Council reconfirm the findings in Resolution No. 2021-27 continue to exist and approve the extension of the resolution.

Attachment:

1. Resolution No. 2021-27

RESOLUTION NO. 2021-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

WHEREAS, the Aliso Viejo City Council (“Council”) is committed to preserving and nurturing public access and participation in meetings of the Council; and

WHEREAS, with the exception of closed sessions, all meetings of the Council are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in the Council’s meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor’s executive orders, the Council has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, staff, and Councilmembers; and

WHEREAS, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expires on September 30, 2021; and

WHEREAS, on September 16, 2021 the Governor signed Assembly Bill 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in Orange County, specifically, a state of emergency has been proclaimed related to COVID-19, state and local officials are recommending measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

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

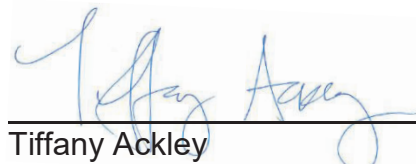
Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings. Consistent with the provisions of Government Code Section 54953(e), the Council finds and determines that (1) a state of emergency related to COVID-19 is currently in effect; (2) state and local officials have recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. Based on such facts, findings and determinations, the Council authorizes staff to conduct remote teleconference meetings of the Council under the provisions of Government Code Section 54953(e).

Section 3. Effective Date of Resolution. This Resolution shall take effect upon adoption and shall be effective for 30 days unless earlier extended by a majority vote of the Council in accordance with Section 4 of this Resolution.

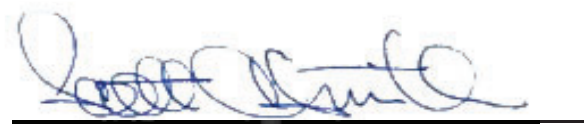
Section 4. Extension by Motion. The Council may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

PASSED, APPROVED AND ADOPTED this 20th day of October, 2021.



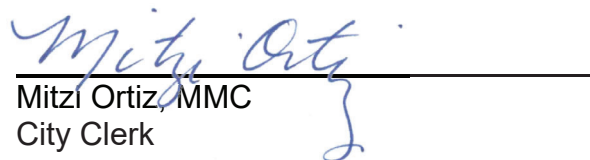
Tiffany Ackley
Mayor

APPROVED AS TO FORM:



Scott C. Smith
City Attorney

ATTEST:



Mitzi Ortiz, MMC
City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Resolution No. 2021-27 was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 20th day of October 2021, by the following roll call vote, to wit:

AYES: Mayor Ackley, Mayor Pro Tem Chun, Councilmembers Harrington, Hurt and Munzing

NOES: None

ABSENT: None



MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
January 18, 2023, 6:30 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

City Council conducted this meeting in accordance with California Government Code Section 54953(e)(2) and COVID-19 pandemic protocols.

CALL TO ORDER: Mayor Hurt called the Special Meeting of the City Council of the City of Aliso Viejo to order 6:30 p.m.

ROLL CALL:

PRESENT: MAYOR RICHARD HURT *(via teleconference)*
MAYOR PRO TEM MIKE MUNZING *(via teleconference)*
COUNCILMEMBER TIFFANY ACKLEY *(via teleconference)*
COUNCILMEMBER ROSS CHUN *(via teleconference)*
COUNCILMEMBER MAX DUNCAN *(via teleconference)*

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY

PUBLIC COMMENTS:

None.

CLOSED SESSION:

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)
Number of potential cases: 1

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

ADJOURNMENT: Mayor Hurt adjourned the meeting at 6:54 p.m. to the January 18, 2023 Regular Council Meeting.

Respectfully submitted:

Approved by:

MITZI ORTIZ, MMC
CITY CLERK

RICHARD W. HURT
MAYOR

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
JANUARY 18, 2023, 7:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

City Council conducted this meeting in accordance with California Government Code Section 54953(e)(2) and COVID-19 pandemic protocols.

CALL TO ORDER: Mayor Hurt 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 RICHARD W. HURT *(via teleconference)*
MAYOR PRO TEM MIKE MUNZING *(via teleconference)*
COUNCILMEMBER TIFFANY ACKLEY *(via teleconference)*
COUNCILMEMBER ROSS CHUN *(via teleconference)*
COUNCILMEMBER MAX DUNCAN *(via teleconference)*

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY
MITZI ORTIZ, 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. SCOTT MERRILL, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: City Manager David Doyle led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated there was no reportable action.

1. SPECIAL PRESENTATIONS:

1.1. RECOGNITION OF 2022 MAYOR ROSS CHUN

Mayor Hurt presented the recognition to Councilmember Chun. Councilmember Chun expressed his appreciation.

1.2. RECOGNITION OF ADMINISTRATIVE SERGEANT CHAD PHILLIPS

Mayor Hurt presented the recognition in honor of Sergeant Chad Phillips.

1.3. INTRODUCTION OF ADMINISTRATIVE SERGEANT RYAN DIERCKMAN

Mayor Hurt introduced Administrative Sergeant Ryan Dierckman. Chief of Police Services Captain Scott Merrill provided additional comments. Administrative Sergeant Ryan Dierckman expressed his appreciation for the welcome.

1.4. OCSD EMERGENCY EVACUATION SIREN SYSTEM VIDEO PRESENTATION

Mayor Hurt introduced Chief of Police Services Captain Scott Merrill, who introduced the video presentation.

2. **ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:**

None.

3. **COMMUNITY INPUT:**

1. Juan Gonzalez, SoCalGas Public Affairs Manager, commented on the natural gas rate increase and provided suggestions to reduce usage.

4. **CONSENT CALENDAR:**

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

Motion: Councilmember Ackley moved and Mayor Pro Tem Munzing 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. RESOLUTION EXTENSION AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommended Action: Move to reconfirm findings under Assembly Bill 361 and extend Resolution No. 2021-27 to continue virtual City Council meetings.

4.3. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the December 7, 2022 Regular Meeting and the December 14, 2022 Adjourned Regular Meeting.

4.4. ACCOUNTS PAYABLE

Recommended Action:

1. Ratify accounts payable checks and electronic funds transfers issued December 8, 2022, in the amount of \$1,881,455.71;
2. Ratify accounts payable checks and electronic funds transfers issued December 22, 2023, in the amount of \$339,347.60; and
3. Ratify accounts payable checks and electronic funds transfers issued January 5, 2023, in the amount of \$1,147,426.95.

4.5. TREASURER'S STATEMENT – OCTOBER AND NOVEMBER 2022

Recommended Action: Receive and file the October and November 2022 Treasurer's Statement.

4.6. FISCAL YEAR 2021-22 ANNUAL COMPREHENSIVE FINANCIAL REPORT

Recommended Action:

1. Receive and file the Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2022; and
2. Adopt Resolution No. 2023-01 reappropriating certain fiscal year 2021-22 fund balances and amending the fiscal year 2022-23 budget.

4.7. RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY OF THE PORTION OF REVENUE BONDS THE PROCEEDS OF WHICH ARE TO BE LOANED TO QCF/I, INC., A 501(c)(3) NONPROFIT HEALTHCARE ORGANIZATION, AND USED TO ACQUIRE THE EXISTING FACILITY LOCATED AT 200 FREEDOM LANE, ALISO, VIEJO, CALIFORNIA; AND APPROVING CERTAIN OTHER MATTERS RELATING THERETO

Recommended Action: Adopt Resolution No. 2023-02 approving the issuance by the California Municipal Finance Authority of the portion of revenue bonds the proceeds of which are to be loaned to QCF/I, Inc., a 501 (c)(3) nonprofit healthcare organization, and used to acquire the existing facility located at 200 Freedom Lane, Aliso, Viejo, California; and approving certain other matters relating thereto.

4.8. AGREEMENT WITH WOOD RODGERS, INC. FOR STORM DRAIN CONDITION ASSESSMENT SERVICES

Public Works Director Shaun Pelletier responded to questions regarding assessment process and improvement schedule.

Recommended Action:

1. Approve an agreement with Wood Rodgers, Inc. to perform storm drain condition assessment services; and
2. Authorize the City Manager to execute a professional services agreement with Wood Rodgers, Inc. for an amount of \$286,000.

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

4.9. LEASE WITH FAMILY ASSISTANCE MINISTRIES

Recommended Action:

1. Find that the lease of the City-owned property is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and
2. Approve the lease agreement with Family Assistance Ministries (FAM) for the property and direct the City Manager to take all necessary steps to execute the lease of the property.

4.10. RESOLUTION UPDATING SALARY SCHEDULE DUE TO MINIMUM WAGE INCREASE

Recommended Action: Adopt Resolution No. 2023-03 to update the salary schedule due to increase in minimum wage.

5. PUBLIC HEARINGS:

5.1. FIVE-YEAR ECONOMIC DEVELOPMENT SUBSIDY REPORT

City Manager David Doyle introduced Financial Services Director Ann Eifert, who provided an overview. Staff responded to questions regarding potential subsidy for similar companies. Mayor Hurt opened the public hearing. There were no comments. Mayor Hurt closed the public hearing.

Recommended Action:

1. Conduct a public hearing; and
2. Approve the economic subsidy report.

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

5.2. REQUEST TO APPROVE A SITE DEVELOPMENT PERMIT TO REMODEL THE TWO-STORY CLUBHOUSE BUILDING, UPGRADE THE OUTDOOR COMMON AREA INCLUDING THE POOL AND ASSOCIATED LANDSCAPE/HARDSCAPE, DEMOLISH THE GUARD TOWER AT 5000 CITY LIGHTS DRIVE, AND DETERMINE THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM CEQA (PA22-006 & SDP 2022-00002)

City Manager David Doyle introduced Contract Planner John Kanlund, who provided an overview. Applicant Greg Kim (Shea Properties) responded to questions regarding rent increases. Mayor Hurt opened the public hearing. There were no comments. Mayor Hurt closed the public hearing.

Recommended Action:

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA (California Environmental Quality Act) Guidelines Section 15301 (Existing Facilities); and
2. Adopt Resolution No. 2023-04 approving a Site Development Permit (SDP) to remodel the two-story clubhouse building, pool, landscape, and hardscape including American with Disability Act (ADA) compliant upgrades and demolish the guard tower at 5000 City Lights Drive (PA22-006 & SDP-2022-00002).

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

5.3. CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PERMIT TO ESTABLISH A NEW RESTAURANT SERVING FULL ALCOHOL AT 26611 ALISO CREEK ROAD, SUITE A

City Manager David Doyle introduced Community Development Director So Kim, who provided an overview. Mayor Hurt opened the public hearing. There were no comments.

Recommended Action:

Open and continue the public hearing to a date uncertain.

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

6. **DISCUSSION:**

None.

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

City Manager David Doyle expressed appreciation to the City Council for holding the meeting virtually to accommodate Councilmember travel; announced registration for winter recreation programs; expressed appreciation to Red Cross Blood Drive donors;

announced Mobile Library to be held the first Thursday of the month from 2:30 p.m. to 4:00 p.m. at Iglesia Park Community Center; Aliso Viejo Certified Farmers' Market held every Saturday from 10:00 a.m. to 2:00 p.m. at Aliso Viejo Town Center; and upcoming Summer Camp programs.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Duncan:

- Attending New Mayors and Council Members Academy
- Expressed appreciation to Councilmember Chun for serving as Mayor in 2022
- Expressed appreciation to City Manager and staff

Councilmember Ackley:

- Congratulated Mayor Hurt on his first meeting as Mayor
- Encouraged residents to sign up for upcoming Summer Camp programs

Councilmember Chun:

- Attended ride along with Orange County Fire Authority
- Attended Red Cross Blood Drive
- Attended OCFA Legislative Committee Meeting
- Attended Aliso Viejo Chamber of Commerce Board Installation & Awards Breakfast
- Met with Vikram Venkateswaran regarding Eagle Scout project
- Attended Boy Scout Troop 700 Meeting
- Attended SCAG Transportation Committee Meeting
- Requested Red Cross Month Proclamation in March 2023

Mayor Pro Tem Munzing:

- Congratulated Councilmember Duncan on his election to the City Council
- Congratulated Mayor Hurt on his first meeting as Mayor
- Attended Aliso Viejo Chamber of Commerce Board Installation & Awards Breakfast

Mayor Hurt:

- Expressed appreciation to City staff
- Attended Aliso Viejo Chamber of Commerce Board Installation & Awards Breakfast
- Announced Orange County Public Library Read & Grow Reading Challenge

9. ADJOURNMENT: Mayor Hurt adjourned the meeting at 7:46 p.m. to the regularly scheduled meeting of February 1, 2023.

Respectfully submitted:

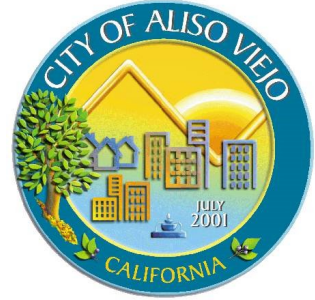
Approved by:

MITZI ORTIZ, MMC
CITY CLERK

RICHARD W. HURT
MAYOR

City of Aliso Viejo

AGENDA ITEM



DATE: February 1, 2023
TO: Mayor and City Council
FROM: Ann Eifert, Director of Financial Services
SUBJECT: ACCOUNTS PAYABLE

Recommended Action:

Ratify accounts payable checks and electronic funds transfers issued January 19, 2023, in the amount of \$674,237.83.

Fiscal Impact:

Expenditures in the amount of \$674,237.83.

Background:

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

Discussion:

The attached register containing checks and electronic funds transfers dated January 19, 2023, for a total of \$674,237.83 is being presented for ratification. All payments have been made in compliance with the City's purchasing policy and procedures. Payments have been reviewed and approved by the appropriate departmental staff. The issued accounts payable checks and electronic funds transfers have been reviewed and deemed in accordance with the fiscal year budget by the Director of Financial Services.

Attachment:

1. Accounts Payable Report



Accounts Payable 01/19/2023

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
CIVIC SOLUTIONS INC	PLANNING CONSULTING - COMMONS	320.00
KIMLEY-HORN AND ASSOCIATES INC	CONSULTANT PEER REVIEW FOR FREEDOM PROJECT	6,030.00
KIMLEY-HORN AND ASSOCIATES INC	CONSULTANT PEER REVIEW FOR FREEDOM PROJECT	8,970.00
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011577080-12/22 ORDS ADPTN-COMMONS SPA/DA PN	489.80
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011572330-12/1 PPSD ADPTN-COMMONS SPA/DA PN	421.60
STC TRAFFIC, INC	TRAFFIC ENGINEERING AND PLANNING SERVICES	6,718.75
STC TRAFFIC, INC	TRAFFIC ENGINEERING AND PLANNING SERVICES	6,718.75
CHARLES ABBOTT ASSOC INC	OCT'22 CAA-7 COMPUTER STATIONS LEASE CREDIT	(350.00)
CHARLES ABBOTT ASSOC INC	OCT'22 ENG 2243 GLAUKOS SITE 2	50.38
CHARLES ABBOTT ASSOC INC	OCT'22 CAA ENG 5049 COX UTILITY	125.94
CHARLES ABBOTT ASSOC INC	OCT'22 CAA ENG 5047 GRIZZLY TURF - ENG 5047	50.38
CHARLES ABBOTT ASSOC INC	OCT'22 CAA ENG 2251 26501 ALISO CREEK GRADING	1,626.17
CHARLES ABBOTT ASSOC INC	OCT'22 CAA ENG 5067 WEBBS GRAINWORKS	1,083.05
CHARLES ABBOTT ASSOC INC	OCT'22 CAA ENG 5004 MNWD	302.25
CHARLES ABBOTT ASSOC INC	OCT'22 CAA ENG 5002 AT&T	654.88
CHARLES ABBOTT ASSOC INC	OCT'22 CAA ENG 5064 CLEAR THOUGHT CORP	327.44
CHARLES ABBOTT ASSOC INC	OCT'22 CAA ENG 5005 SCE - SADDLEBACK	100.75
CHARLES ABBOTT ASSOC INC	OCT'22 CAA ENG 5008 THE GAS COMPANY	100.75
CHARLES ABBOTT ASSOC INC	OCT'22 CAA ENG 5003 COX	201.50
CHARLES ABBOTT ASSOC INC	OCT'22 CAA ENG 5046 NX UTILITIES	176.31
CHARLES ABBOTT ASSOC INC	NOV'22 CAA-7 COMPUTER STATIONS LEASE CREDIT	(350.00)
CHARLES ABBOTT ASSOC INC	NOV'22 ENG 2241 GLAUKOS SITE 1	50.38
CHARLES ABBOTT ASSOC INC	NOV'22 ENG 2230 15-25 ENTERPRISE GRADING-ENG 2230	100.74
CHARLES ABBOTT ASSOC INC	NOV'22 ENG 2243 GLAUKOS SITE 2	125.94
CHARLES ABBOTT ASSOC INC	NOV'22 CAA ENG 5003 COX	151.13
CHARLES ABBOTT ASSOC INC	NOV'22 CAA ENG 5064 CLEAR THOUGHT CORP	730.44
CHARLES ABBOTT ASSOC INC	NOV'22 CAA ENG 5067 WEBBS GRAINWORKS	377.81
CHARLES ABBOTT ASSOC INC	NOV'22 CAA ENG 5005 SCE - SADDLEBACK	75.56
CHARLES ABBOTT ASSOC INC	NOV'22 CAA ENG 5002 AT&T	377.81
CHARLES ABBOTT ASSOC INC	NOV'22 CAA ENG 5004 MNWD	277.06
BEST BEST & KRIEGER	NOV'22 BBK-SPA2022-00001/COMMONS/VR	1,309.00
BEST BEST & KRIEGER	NOV'22 BBK-SDP2022-00001/COMMONS	986.00
ESKAN DEVELOPMENT GROUP	CD-2022-00059_15 EMERALD TERR_ESKAN DEV. GROUP	500.00
		38,830.57
CITY COUNCIL		
US BANK PURCHASING CARD PROGRAM	DL - CALCITIES NEW MAYORS + COUNCIL - MD	625.00
US BANK PURCHASING CARD PROGRAM	DL - CALCITIES NEW MAYORS + COUNCIL - RH	625.00
AT&T	OCT'22 CC PHONE LINES	247.30
CITY COUNCIL TOTAL:		1,497.30
CITY MANAGER		
US BANK PURCHASING CARD PROGRAM	DL - CALCITIES NEW MAYORS + COUNCIL - DD	625.00
US BANK PURCHASING CARD PROGRAM	DL - OCCMA HOLIDAY LUNCHEON	130.00
US BANK PURCHASING CARD PROGRAM	DL - IACP MEMBERSHIP ANNUAL DUES	190.00
AT&T	OCT'22 CM PHONE LINE	192.70
AT&T	OCT'22 HR PHONE LINE	49.46
CITY MANAGER TOTAL:		1,187.16
ECONOMIC DEVELOPMENT		
BEST BEST & KRIEGER	NOV'22 BBK 89 PLAYA CIRCLE	615.08
ECONOMIC DEVELOPMENT TOTAL:		615.08
HUMAN RESOURCES		
US BANK PURCHASING CARD PROGRAM	PC - LCW CONFERENCE - HR BOOTCAMP	200.00
US BANK PURCHASING CARD PROGRAM	PC - LCW CONFERENCE - HILTON DEPOSIT	348.23
US BANK PURCHASING CARD PROGRAM	PC - LCW CONFERENCE - EMPLOYMENT LAW	620.00
CHARLES C STILL	DEC'22-MI SECURE LIVE SCAN FEES	62.00
LIEBERT CASSIDY WHITMORE	PC - OC EMPLOYMENT RELATIONS CONSORTIUM MEMBERSHIP	4,545.00

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	MEALS - INTERVIEW PANEL FOR ACCOUNTING TECH.	14.95
US BANK PURCHASING CARD PROGRAM	MEALS - INTERVIEW PANEL FOR ACCOUNTING TECH.	81.50
	HUMAN RESOURCES TOTAL:	5,871.68
CITY CLERK		
MITZI ORTIZ	MO-01/04 OCCMA REIMB_TOLL & MILEAGE	41.16
CALIFORNIA ASSOCIATION OF PUBLIC INFORMATION OFFICIALS	M. ORTIZ-MEMBERSHIP RENEWAL THRU 2/25/2024	275.00
GLADWELL GOVERNMENTAL SERVICES INC	FY22-23 RECORDS RTNTN LGL REV UPDATE & ADV	300.00
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011572328 + REF0011577077	1,221.40
ICC GENERAL CODE, INC	ANNUAL WEB FEES_WEB ENHANCEMENT: PENDING UPDATES	680.00
	CITY CLERK TOTAL:	2,517.56
CITY ATTORNEY		
BEST BEST & KRIEGER	NOV'22 BBK LEGAL SERVICES-CC	970.40
BEST BEST & KRIEGER	NOV'22 BBK LEGAL SERVICES	22,138.67
BEST BEST & KRIEGER	NOV'22 BBK CODE ENFORCEMENT	1,149.33
BEST BEST & KRIEGER	NOV'22 BBK LABOR & EMPLOYMENT	2,428.60
BEST BEST & KRIEGER	NOV'22 BBK LABOR/BENEFITS	751.20
BEST BEST & KRIEGER	NOV'22 BBK CEQA & ENVIRONMENTAL	219.10
BEST BEST & KRIEGER	NOV'22 MAJOR GENERAL PLAN UPDATE-SPECIAL PROJECTS	1,980.90
BEST BEST & KRIEGER	NOV'22 BBK - #801 TOWN CTR SPECIFIC PLAN	2,232.00
	CITY ATTORNEY TOTAL:	31,870.20
FINANCE		
US BANK PURCHASING CARD PROGRAM	SOUTHWEST AIRLINES - CSMFO CONFERENCE	103.98
US BANK PURCHASING CARD PROGRAM	CSMFO MEMBERSHIP	125.00
US BANK PURCHASING CARD PROGRAM	CSMFO CONFERENCE	470.00
	FINANCE TOTAL:	698.98
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	JAN'23 ACCT #8802-CH-INTERNET	1,500.00
AT&T	DEC'22 - AT&T ELEVATOR LINE - CITY HALL	1,369.84
AT&T	DEC'22 CH AT&T POT LINES	3,025.65
AT&T	OCT'22 EOC PHONES	107.86
AT&T	OCT'22 FLEET COMPLETE (HARDWARE & APP)	127.70
AT&T	OCT'22 CH 3 MIFI	163.96
AT&T	OCT'22 EOC MIFI	160.96
AT&T	DEC'22 CH - AT&T FIBER	1,105.52
GOTO COMMUNICATIONS	JAN'23 CH GOTO VOIP SERVICE & SUPPORT	1,860.00
	INFORMATION TECHNOLOGY TOTAL:	9,421.49
NON-DEPARTMENTAL		
SESAC INC	2023 MUSIC LICENSE FEES - SESAC	1,798.00
RICOH USA	JAN'23 RICOH C5200S LEASE	729.92
RICOH USA	NOV'22 -LATE FEE RICOH 2504EX FRONT COUNTER-COPIES	6.31
US BANK PURCHASING CARD PROGRAM	12/22/22- JB HOLIDAY LUNCHEON	17.23
US BANK PURCHASING CARD PROGRAM	12/22/22- JB HOLIDAY LUNCHEON ACTIVITY	14.21
US BANK PURCHASING CARD PROGRAM	12/22/22- JB HOLIDAY LUNCHEON TABLE CLOTH RETURN	(80.17)
US BANK PURCHASING CARD PROGRAM	12/22/22- JB HOLIDAY LUNCHEON	44.97
US BANK PURCHASING CARD PROGRAM	12/22/22- JB HOLIDAY LUNCHEON	56.57
US BANK PURCHASING CARD PROGRAM	12/22/22- JB HOLIDAY LUNCHEON TABLE CLOTHES	80.17
US BANK PURCHASING CARD PROGRAM	12/22/22- JB HOLIDAY LUNCHEON SUPPLIES	136.09
US BANK PURCHASING CARD PROGRAM	12/22/22- JB HOLIDAY LUNCHEON SUPPLIES	(0.10)
US BANK PURCHASING CARD PROGRAM	12/22/22- JB HOLIDAY LUNCHEON RETURN	(19.90)
US BANK PURCHASING CARD PROGRAM	PC - HOLIDAY LUNCHEON - GC - CAFE RIO	10.00
US BANK PURCHASING CARD PROGRAM	PC - HOLIDAY LUNCHEON - SUPPLIES - COSTCO	283.08
US BANK PURCHASING CARD PROGRAM	PC - HOLIDAY LUNCHEON - GC - TARGET	60.00
US BANK PURCHASING CARD PROGRAM	PC - HOLIDAY LUNCHEON - GC - RAISING CANES	10.00
US BANK PURCHASING CARD PROGRAM	PC - HOLIDAY LUNCHEON - GC - PANDA EXPRESS	10.00
US BANK PURCHASING CARD PROGRAM	PC - HOLIDAY LUNCHEON - GC - BEYOND THAI	10.00
US BANK PURCHASING CARD PROGRAM	PC - HOLIDAY LUNCHEON - GC - CHOPSTOP	10.00
US BANK PURCHASING CARD PROGRAM	PC - HOLIDAY LUNCHEON - SUPPLIES - TARGET	2.69
US BANK PURCHASING CARD PROGRAM	PC - HOLIDAY LUNCHEON - GC - NEKTER	10.00
US BANK PURCHASING CARD PROGRAM	PC - HOLIDAY LUNCHEON - GC - SUBWAY	10.00
US BANK PURCHASING CARD PROGRAM	PC - HOLIDAY LUNCHEON - GC - WAHOOS	10.00
US BANK PURCHASING CARD PROGRAM	PC - HOLIDAY LUNCHEON - GC - SGT PEPPERONIS	10.00
DS SERVICES OF AMERICA, INC	CH BOTTLED WATER SERVICE-12/22_1CS & 1/5_12 CS	132.45
IPROMOTEU.COM INC	BUSINESS CARDS- MM MD RC	142.07

Vendor Name	Description (Item)	Amount
J&M TROPHIES INC	PLATES & BADGES-DELGADILLO & COUNCIL	80.76
PEAK LIGHTING & ELECTRIC INC	DEC'22 VISTA PARK LIGHTING	105.45
RICOH USA	FY22-23 RICOH 2504EX FRONT COUNTER-COPIES	228.64
RICOH USA	JAN'23 RICOH 2504EX SUITE 200-COPIES	22.05
CERTIFIED RECORDS MANAGEMENT	JAN'23 OFF SITE STORAGE RECORDS	563.77
FEDERAL EXPRESS	01/09/22-COUNCIL MAIL_MD	11.10
STAPLES ADVANTAGE	CEN - COPY&BREAK ROOM SUPPLIES DEC'22	574.97
RK BRANDS, LLC	SEP '22-6.65 HRS-PIO/GENERAL	598.50
RK BRANDS, LLC	OCT'22-6.12 HRS-PIO/GENERAL	550.80
RK BRANDS, LLC	NOV'22-6.44 HRS-PIO/GENERAL&FB AD_BKFST W SANTA	579.60
RK BRANDS, LLC	DEC'22-8.34 HRS-PIO/GEN_WTR REC AD & CITY MGR MSG	750.60
VIGICABI INC	JAN'23 BANNER PROGRAM	431.00
VIGICABI INC	FY22-23 BANNER PROGRAM	1,400.00
NON-DEPARTMENTAL TOTAL:		9,390.83

C. S. ADMINISTRATION

PV MAINTENANCE INC	DECEMBER 2022 CHRISTMAS TREE LIGHT. EVENT SUPPORT	5,075.00
M&J PAUL ENTERPRISES INC	DEPOSIT - JAMFEST 2023- JOLLY JUMP RENTALS	4,342.50
US BANK PURCHASING CARD PROGRAM	12/22/22- JB SNOW BLANKETS	28.00
US BANK PURCHASING CARD PROGRAM	12/22/22- JB BREAKFAST WITH SANTA	36.46
US BANK PURCHASING CARD PROGRAM	12/22/22- JB BREAKFAST WITH SANTA	36.52
US BANK PURCHASING CARD PROGRAM	12/22/22- JB BREAKFAST WITH SANTA	74.18
US BANK PURCHASING CARD PROGRAM	12/22/22- JB BREAKFAST WITH SANTA	25.84
US BANK PURCHASING CARD PROGRAM	12-22-22 - JL STAFF PONCHOS FOR TREE LIGHTING	98.00
US BANK PURCHASING CARD PROGRAM	12-22-22 - JL BREAKFAST WITH SANTA SUPPLIES	20.46
US BANK PURCHASING CARD PROGRAM	12-22-22 - JL BREAKFAST WITH SANTA SUPPLIES	21.55
US BANK PURCHASING CARD PROGRAM	12-22-22 - JL WIRELESS MIC	35.71
US BANK PURCHASING CARD PROGRAM	12-22-22 EM HOLIDAY EVENT SUPPLIES	214.42
US BANK PURCHASING CARD PROGRAM	12-22-22 EM TREE LIGHTING STAFF MEAL	247.65
CABCO YELLOW INC	DEC'22 SMP R&CS CONTRIBUTION	385.00
SOUTH COAST SYMPHONY	COMMUNITY ASSISTANCE GRANT FY 22-23	750.00
C. S. ADMINISTRATION TOTAL:		11,391.29

IGLESIA PARK

PV MAINTENANCE INC	DEC'22 IGLESIA PARK MAINTENANCE	741.50
SO CAL EDISON	DEC'22 ACCT #7997 IGLESIA PARK	242.85
IGLESIA PARK TOTAL:		984.35

IGLESIA BUILDING

TEAM ONE MANAGEMENT SERVICES	JANITORIAL SERVICES IGLESIA CENTER JANUARY 2023	950.00
PEAK LIGHTING & ELECTRIC INC	DEC'22 IGLESIA CENTER LIGHTING	157.13
SO CAL EDISON	DEC'22 ACCT #7997 IGLESIA BLDG	849.30
IGLESIA BUILDING TOTAL:		1,956.43

PLANNING

CIVIC SOLUTIONS INC	NOV'22- GB AND JK CONTRACT PLANNING SERVICES	9,490.00
CIVIC SOLUTIONS INC	NOV'22- GB CONTRACT PLANNING SERVICES	320.00
CIVIC SOLUTIONS INC	DEC'22- JK CONTRACT PLANNING SERVICES	11,440.00
CIVIC SOLUTIONS INC	DEC'22 - GB CONTRACT PLANNING SERVICES	1,400.00
REBECCA J CAHA	DEC'22 AFFORDABLE HOUSING PROFESSIONAL SERVICES	3,250.00
BRIAN JAMES CORNELIUS	DEC'22 AVTC- PROFESSIONAL CONSULTANT SERVICES	11,414.00
PLANNING TOTAL:		37,314.00

BUILDING

CHARLES ABBOTT ASSOC INC	OCT'22 CAA BUILDING SERVICES	39,771.07
CHARLES ABBOTT ASSOC INC	NOV'22 CAA BUILDING SERVICES	44,018.82
BUILDING TOTAL:		83,789.89

CODE ENFORCEMENT

CHARLES ABBOTT ASSOC INC	OCT'22 CAA CODE ENFORCEMENT	8,234.30
CHARLES ABBOTT ASSOC INC	NOV'22 CAA CODE ENFORCEMENT	6,191.05
CODE ENFORCEMENT TOTAL:		14,425.35

ENGINEERING (GENERAL)

PV MAINTENANCE INC	JAN'23 WAREHOUSE LEASE	1,035.00
AT&T	OCT'22 PW TABLETS	120.72
CHARLES ABBOTT ASSOC INC	OCT'22 CAA NPDES COSTS	15,004.02
CHARLES ABBOTT ASSOC INC	OCT'22 CAA SOLID WASTE	8,098.68
CHARLES ABBOTT ASSOC INC	OCT'22 CAA PW ENGINEERING-ADMIN	3,012.63
CHARLES ABBOTT ASSOC INC	NOV'22 CAA NPDES COSTS	15,688.18

Vendor Name	Description (Item)	Amount
CHARLES ABBOTT ASSOC INC	NOV'22 CAA SOLID WASTE	7,819.76
CHARLES ABBOTT ASSOC INC	NOV'22 CAA PW ENGINEERING-ADMIN	2,536.96
	ENGINEERING (GENERAL) TOTAL:	53,315.95
STREET MAINTENANCE		
PV MAINTENANCE INC	DEC'22 STREET MAINTENANCE	17,043.03
CHARLES ABBOTT ASSOC INC	OCT'22 CAA STREET MAINTENANCE	9,014.74
CHARLES ABBOTT ASSOC INC	NOV'22 CAA STREET MAINTENANCE	10,550.38
	STREET MAINTENANCE TOTAL:	36,608.15
LAW ENFORCEMENT-OTHER		
US BANK PURCHASING CARD PROGRAM	CP - THE TOLL ROADS	575.00
US BANK PURCHASING CARD PROGRAM	CP -DEPUTY APPRECIATION EVENT / INSURANCE COVERAGE	252.00
US BANK PURCHASING CARD PROGRAM	CP - ENGRAVING OF 26 HANDCUFFS	427.71
US BANK PURCHASING CARD PROGRAM	CP - 2022 DEPUTY OF THE YEAR PLAQUE	223.67
US BANK PURCHASING CARD PROGRAM	CP - BRASS NAME PLATES FOR UNIFORMED PERSONNEL	20.00
US BANK PURCHASING CARD PROGRAM	CP - STAFF FOOD FOR HOLIDAY TREE LIGHTING EVENT	141.42
US BANK PURCHASING CARD PROGRAM	CP - STAFF BEV FOR HOLIDAY TREE LIGHTING EVENT	42.25
US BANK PURCHASING CARD PROGRAM	CP - FOOD FOR HOLIDAY TREE LGHTING EVENT	19.99
US BANK PURCHASING CARD PROGRAM	CP - BRASS PLATES FOR COMMAND STAFF PHOTOS	51.72
US BANK PURCHASING CARD PROGRAM	CP TACTICAL YETI CUPS FOR LE PERSONNEL / ENGRAVING	423.50
US BANK PURCHASING CARD PROGRAM	CP - TACTICAL BACKPACK FOR STAFF	96.96
AT&T	OCT'22 PAL PHONE LINE	44.43
OC HARLEY DAVIDSON	SPARE HARLEY REPAIRS VIN#8767	3,160.50
OC HARLEY DAVIDSON	REPAIRS FROM COLLISION VIN#1944	4,236.54
ALL CITY MANAGEMENT SERVICES	10/30-11/12/22 - 368 HRS CROSSING GUARD SVC	10,712.48
ALL CITY MANAGEMENT SERVICES	11/13-11/26/22 - 230 HRS CROSSING GUARD SVC	6,695.30
ALL CITY MANAGEMENT SERVICES	11/27-12/10/22 - 456.5 HRS CROSSING GUARD SVC	13,288.72
	LAW ENFORCEMENT-OTHER TOTAL:	40,412.19
EOC		
STAPLES ADVANTAGE	BINDERS FOR EOC	12.27
	EOC TOTAL:	12.27
	GENERAL FUND TOTAL:	382,110.72

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL		
TEAM ONE MANAGEMENT SERVICES	JANITORIAL SERVICES CITY HALL JANUARY 2023	3,330.00
PEAK LIGHTING & ELECTRIC INC	DEC'22 CITY HALL LIGHTING	127.50
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	OCCUPANCY SENSORS - 2ND FLOOR KITCHEN	52.29
THURSTON ELEVATOR CONCEPTS INC	JAN'23 CITY HALL ELEVATOR MONITORING	131.00
THE GAS COMPANY	DEC'22 MTR#6544 CITY HALL	1,387.86
SO CAL EDISON	DEC'22 38 COLONIAL WAY ELECTRICITY	83.79
SO CAL EDISON	DEC'22 ACCT #7189 CITY HALL	4,605.14
	NON-DEPARTMENTAL TOTAL:	9,717.58
	GEN. FD-CITY HALL TOTAL:	9,717.58

103 - GF-AV RECREATION SERVICES

ORLI ESTRADA	FACILITY RENTAL - ORLI ESTRADA	1,962.00
ORLI ESTRADA	REFUND FEE	(50.00)
		1,912.00
RECREATION SERVICES		
PRESS-TIGE ENTERPRISES INC	12/3/22 DRY CLEANING SERVICES	411.26
PRESS-TIGE ENTERPRISES INC	12/10/22 DRY CLEANING SERVICES	447.55
US BANK PURCHASING CARD PROGRAM	12/22/22- JB STORAGE	102.53
US BANK PURCHASING CARD PROGRAM	12/22/22- JB CLEANING SUPPLIES	85.50
US BANK PURCHASING CARD PROGRAM	12/22/22- JB BREAKROOM SUPPLIES	77.21
US BANK PURCHASING CARD PROGRAM	12/22/22- JB BINS	110.87
PRESS-TIGE ENTERPRISES INC	12/10/22 DRY CLEANING SERVICES	78.62
PRESS-TIGE ENTERPRISES INC	12/24/22 DRY CLEANING SERVICES	241.92
PRESS-TIGE ENTERPRISES INC	1/7/23 DRY CLEANING SERVICES	278.21
PRESS-TIGE ENTERPRISES INC	12/31/22 DRY CLEANING SERVICES	108.86
US BANK PURCHASING CARD PROGRAM	12-22-22 EM CITY DAY CAMP TICKETS LEGOLAND PT3	796.99
US BANK PURCHASING CARD PROGRAM	12-22-22 EM CITY DAY CAMP TICKETS LEGOLAND PT2	796.99
US BANK PURCHASING CARD PROGRAM	12-22-22 EM CITY DAY CAMP TICKETS LEGOLAND PT5	796.99

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	12-22-22 EM CITY DAY CAMP TICKETS LEGOLAND PT1	796.99
US BANK PURCHASING CARD PROGRAM	12-22-22 EM CITY DAY CAMP TICKETS LEGOLAND PT4	796.99
US BANK PURCHASING CARD PROGRAM	12-22-22 EM COVID TESTS ORDERED PRE-DONATED	58.11
US BANK PURCHASING CARD PROGRAM	12-22-22 EM AV RANCH SUPPLIES	15.06
US BANK PURCHASING CARD PROGRAM	12-22-22 EM PRESENTATION REMOTE REPLACEMENT	37.70
AT&T	DEC'22 AVR AT&T POT LINES & INTERNET	1,012.00
DS SERVICES OF AMERICA, INC	DEC'22 - 12/21/22 BOTTLED WATER SERVICES	68.13
TEAM ONE MANAGEMENT SERVICES	DEC'22 RANCH JANITORIAL	5,300.00
AT&T	OCT'22 REC PHONE LINES	178.76
AT&T	OCT'22 REC TABLETS	40.24
LYONS SECURITY SERVICE IN	DEC'22 AVR EVENT SECURITY SERVICES	1,120.00
PEAK LIGHTING & ELECTRIC INC	DEC'22 RANCH LIGHTING	225.93
RICOH USA	OCT-DEC'22 RICOH C2500 AVR-COPIES	246.31
CINTAS CORPORATION NO. 2	DEC'22 AVR FIRST AID SERVICES	107.23
STAPLES ADVANTAGE	DEC'22 RCS OFFICE SUPPLIES	140.03
MOULTON NIGUEL WATER DIST	11/22-12/26/22 MTR#1100 FARM IRRIGATION	160.94
MOULTON NIGUEL WATER DIST	MTR#0958 11/22-12/26/22 FARM IRRIGATION	173.05
SO CAL EDISON	DEC'22 ACCT #4551 FARM	588.14
GOTO COMMUNICATIONS	JAN'23 AVR GOTO VOIP SERVICE & SUPPORT	677.55
RECREATION SERVICES TOTAL:		16,076.66
GF-AV RECREATION SERVICES TOTAL:		17,988.66

203 - GAS TAX

TRAFFIC ENGINEERING

RK ENGINEERING GROUP INC	DEC'22 CITYWIDE ADT FLOW MAP	4,000.00
HARTZOG & CRABILL INC	DEC'22 TRAFFIC SIGNAL MONITORING	1,125.00
TRAFFIC ENGINEERING TOTAL:		5,125.00

STREET MAINTENANCE

PV MAINTENANCE INC	DEC'22 STREET MAINTENANCE (GAS)	20,830.38
SO CAL EDISON	DECEMBER 2022 ACCT 700070032125 GS1 MEDIANS	67.28
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	JAN'23 DATABASE MAINTENANCE + ST. TICKETS	52.00
R F DICKSON CO INC	DEC'22 STREET SWEEPING SERVICES	8,668.66
MOULTON NIGUEL WATER DIST	MTR#8838 11/21-12/26/22 MEDIANS	302.15
MOULTON NIGUEL WATER DIST	ACCT#6544 11/22-12/26/22 MEDIANS	589.03
MOULTON NIGUEL WATER DIST	MTR#2066 11/22-12/26/22 MEDIANS	98.64
SO CAL EDISON	DEC'22 ACCT#6377 LS2 STREET LIGHTS	1,129.44
SO CAL EDISON	DEC'22 ACCT#7241 LS1 ST LGHTS	15,946.37
SO CAL EDISON	DEC'22 ACCT#8254 TC1 ST LIGHTS	3,450.17
STREET MAINTENANCE TOTAL:		51,134.12

GAS TAX TOTAL: 56,259.12

204 - MEASURE M

GEN-MEASURE M

CABCO YELLOW INC	DEC'22 SMP M2 FUND	1,540.00
GEN-MEASURE M TOTAL:		1,540.00
MEASURE M TOTAL:		1,540.00

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

US BANK PURCHASING CARD PROGRAM	CP - REFUND FOR HANDCUFFS	(1,904.74)
COUNTY OF ORANGE	JANUARY 2023 AUTOMATED FINGERPRINT ID SYSTEM	1,904.00
LAW ENFORCEMENT-OTHER TOTAL:		-0.74

PUBLIC SAFETY GRANTS TOTAL: -0.74

245 - DEVELOPMENT IMPACT

GEN-DEVELOPMENT IMPACT

THE GAS COMPANY	DEC'22 METER 13223825 38 COLONIAL	12.21
GEN-DEVELOPMENT IMPACT TOTAL:		12.21
DEVELOPMENT IMPACT TOTAL:		12.21

Vendor Name	Description (Item)	Amount
251 - FEDERAL GRANTS		
GEN-FEDERAL GRANT		
MIKE LINARES INC	CDBG CONSULTING SERVICES JULY 2022	1,265.00
	GEN-FEDERAL GRANT TOTAL:	1,265.00
	FEDERAL GRANTS TOTAL:	1,265.00
261 - CITY FAC.-AQUATIC CENTER		
PREMIER AQUATIC SERVICES	JAN'23 AQ CTR-RETENTION FEES	(1,208.30)
		-1,208.30
GEN-AQUATIC CENTER		
COX COMMUNICATIONS, INC	DEC'22 COX INTERNET #6701	495.97
PV MAINTENANCE INC	DEC'22 AQUATIC CENTER MAINTENANCE	800.80
PREMIER AQUATIC SERVICES	JAN'23 MANAGEMENT FEES	12,083.00
PEAK LIGHTING & ELECTRIC INC	DEC'22 AQUATIC CENTER LIGHTING	317.71
TEAM ONE MANAGEMENT SERVICES	JANITORIAL SERVICES AQUATIC CENTER JANUARY 2023	2,100.00
STAPLES ADVANTAGE	DEC'22 AQUATIC CENTER OFFICE SUPPLIES	624.74
THE GAS COMPANY	DEC'22 MTR#2349 AQUATIC	7,130.80
ALISO VIEJO BANQUET CENTER LLC	OCT-DEC'22-AQ CTR-MTR#4987 ELECTRICITY	4,085.21
PREMIER AQUATIC SERVICES	OCTOBER JACKRABBIT PREMIER AQUATICS	220.50
PREMIER AQUATIC SERVICES	DECEMBER JACKRABBIT PREMIER AQUATICS	220.50
PREMIER AQUATIC SERVICES	NOVEMBER JACKRABBIT PREMIER AQUATICS	220.50
PREMIER AQUATIC SERVICES	AUGUST JACKRABBIT PREMIER AQUATICS	220.50
PREMIER AQUATIC SERVICES	SEPTEMBER JACKRABBIT PREMIER AQUATICS	220.50
PREMIER AQUATIC SERVICES	SHOWER CURTAIN AND SCANNER PREMIER AQUATICS	47.46
PREMIER AQUATIC SERVICES	JBL SPEAKER AND WALL STATION PREMIER AQUATICS	318.87
PREMIER AQUATIC SERVICES	TWO ADDITIONAL PATIO HEATERS PREMIER AQUATICS	295.16
PREMIER AQUATIC SERVICES	DESK FOR ASST. MANAGERS PREMIER AQUATICS	169.16
PREMIER AQUATIC SERVICES	PATIO HEATERS PREMIER AQUATICS	147.58
PREMIER AQUATIC SERVICES	FIRST AID ITEMS PREMIER AQUATICS	126.12
PREMIER AQUATIC SERVICES	EQUIPMENT FOR PROGRAMMING PREMIER AQUATICS	91.54
PREMIER AQUATIC SERVICES	KICKBOARDS PREMIER AQUATICS	210.79
PREMIER AQUATIC SERVICES	SWIM LEVEL GRADUATION REWARDS PREMIER AQUATICS	76.34
PREMIER AQUATIC SERVICES	DECORATIONS FOR GLITTER & GLOW NIGHT PREMIER	177.69
KNORR SYSTEMS INC	DEC'22 MONTHLY MAINTENANCE	1,792.64
	GEN-AQUATIC CENTER TOTAL:	32,194.08
	CITY FAC.-AQUATIC CENTER TOTAL:	30,985.78
311 - STREET IMPROVEMENTS		
ALL AMERICAN ASPHALT	NOV'22 #135 SLURRY SEAL RETENTION	(3,037.50)
ALL AMERICAN ASPHALT	DECEMBER 2022 #135 FY22-23 SLURRY SEAL RETENTION	(5,500.00)
		-8,537.50
TRAFFICE SAFETY		
HARTZOG & CRABILL INC	DEC'22 #130 ALISO CREEK TRAFFIC SIGNAL SYNC	255.00
	TRAFFICE SAFETY TOTAL:	255.00
STREETS & HIGHWAYS		
ALL AMERICAN ASPHALT	NOV'22 SLURRY SEAL AND REHABILITATION	60,750.00
ALL AMERICAN ASPHALT	DECEMBER 2022 #135 FY22-23 SLURRY SEAL	110,000.00
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA	DEC-22 - ALISO CREEK REHAB DESIGN SERVICES	1,392.00
	STREETS & HIGHWAYS TOTAL:	172,142.00
	STREET IMPROVEMENTS TOTAL:	163,859.50
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
THIRTIETH STREET ARCHITECTS INC	JUN-NOV'22 RANCH ADDT. & CONT. ARCHITECT. SERVICES	7,400.00
	CAPITAL IMPROVEMENTS TOTAL:	7,400.00
	CAPITAL IMPROVEMENTS TOTAL:	7,400.00

Vendor Name	Description (Item)	Amount
741 - RENEWABLE FARMS		
EMILY HUNTER	EMILY HUNTER REFUND	3,100.00
		<u>3,100.00</u>
	RENEWABLE FARMS TOTAL:	3,100.00
	GRAND TOTAL:	674,237.83

Fund Summary		
Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	382,110.72	382,110.72
102 - GEN. FD-CITY HALL	9,717.58	9,717.58
103 - GF-AV RECREATION SERVICES	17,988.66	17,988.66
203 - GAS TAX	56,259.12	56,259.12
204 - MEASURE M	1,540.00	1,540.00
215 - PUBLIC SAFETY GRANTS	-0.74	-0.74
245 - DEVELOPMENT IMPACT	12.21	12.21
251 - FEDERAL GRANTS	1,265.00	1,265.00
261 - CITY FAC.-AQUATIC CENTER	30,985.78	30,985.78
311 - STREET IMPROVEMENTS	163,859.50	163,859.50
331 - CAPITAL IMPROVEMENTS	7,400.00	7,400.00
741 - RENEWABLE FARMS	3,100.00	3,100.00
Grand Total:	674,237.83	674,237.83

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	382,110.72
102 - GEN. FD-CITY HALL	9,717.58
103 - GF-AV RECREATION SERVICES	17,988.66
203 - GAS TAX	56,259.12
204 - MEASURE M	1,540.00
215 - PUBLIC SAFETY GRANTS	-0.74
245 - DEVELOPMENT IMPACT	12.21
251 - FEDERAL GRANTS	1,265.00
261 - CITY FAC.-AQUATIC CENTER	30,985.78
311 - STREET IMPROVEMENTS	163,859.50
331 - CAPITAL IMPROVEMENTS	7,400.00
741 - RENEWABLE FARMS	3,100.00
Grand Total:	674,237.83

Account Summary

Account Number	Account Name	Payment Amount
101-2602-000	PLANNING DEPOSIT	32,291.34
101-2603-000	ENGINEERING DEPOSIT	6,739.23
101-2606-000	C & D DEPOSIT	500.00
101-37505	INFORMATION TECHNOL...	-700.00
101-4-1101-4511-000	COMMUNICATION	247.30
101-4-1101-4520-000	MTGS/CONF./TRNG & DE...	1,250.00
101-4-1501-4511-000	COMMUNICATION	242.16
101-4-1501-4520-000	MTGS/CONF./TRNG & DE...	755.00
101-4-1501-4521-000	MEMBERSHIP & DUES	190.00
101-4-1502-4302-000	ECONOMIC DEVELOPME...	615.08
101-4-1503-4309-000	OTHER CONTRACTUAL SE...	62.00
101-4-1503-4520-000	MTGS/CONF./TRNG & DE...	5,713.23
101-4-1503-4612-000	OPERATING SUPPLIES	96.45
101-4-1601-4303-000	LEGAL NOTICES	1,221.40
101-4-1601-4309-000	OTHER CONTRACTUAL SE...	300.00
101-4-1601-4520-000	MTGS/CONF./TRNG & DE...	41.16
101-4-1601-4521-000	MEMBERSHIP & DUES	275.00
101-4-1601-4734-000	CODIFICATION	680.00
101-4-2101-4304-000	LEGAL SERVICES	27,438.20
101-4-2101-4532-000	SPECIAL PROJECTS	4,212.90
101-4-2101-4733-000	ZONING CODE	219.10
101-4-2501-4520-000	MTGS/CONF./TRNG & DE...	103.98
101-4-2501-4521-000	MEMBERSHIP & DUES	595.00
101-4-3101-4305-000	TECHNOLOGY SERVICES	9,421.49
101-4-3501-4301-000	PROFESSIONAL SERVICES	2,479.50
101-4-3501-4421-000	EQUIPMENT RENTAL	729.92
101-4-3501-4431-000	BUILDING & GROUND MA...	105.45
101-4-3501-4471-000	RENT	563.77
101-4-3501-4512-000	POSTAGE	11.10
101-4-3501-4513-000	PRINTING	399.07
101-4-3501-4521-000	MEMBERSHIP & DUES	1,798.00
101-4-3501-4553-000	COMMUNITY BRANDING	1,831.00
101-4-3501-4601-000	SUPPLIES	788.18
101-4-3501-4612-000	OPERATING SUPPLIES	684.84
101-4-4101-4524-000	RECREATION-SENIOR TRA...	385.00
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	10,220.58
101-4-4101-4533-000	COMMUNITY ASSISTANCE...	750.00
101-4-4101-4601-000	SUPPLIES	35.71
101-4-4102-4411-000	UTILITIES	242.85
101-4-4102-4431-000	BUILDING & GROUND MA...	741.50
101-4-4103-4411-000	UTILITIES	849.30

Account Summary

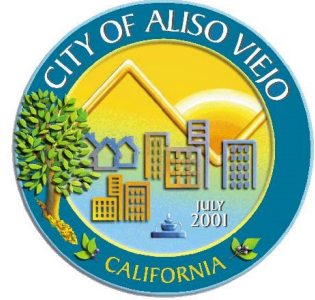
Account Number	Account Name	Payment Amount
101-4-4103-4431-000	BUILDING & GROUND MA...	1,107.13
101-4-4401-4309-000	OTHER CONTRACTUAL SE...	25,900.00
101-4-4401-4532-000	SPECIAL PROJECTS	11,414.00
101-4-4402-4751-000	C.S-BUILDING	83,789.89
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	14,425.35
101-4-4501-4471-000	RENT	1,035.00
101-4-4501-4612-000	OPERATING SUPPLIES	120.72
101-4-4501-4701-000	NPDES	30,692.20
101-4-4501-4702-000	AB939-SOLID WASTE	15,918.44
101-4-4501-4741-000	C.S-CITY ENGINEERING	5,549.59
101-4-4503-4771-000	C.S-STREET MAINTENANCE	36,608.15
101-4-5102-4511-000	COMMUNICATION	44.43
101-4-5102-4516-000	FUEL	575.00
101-4-5102-4517-000	VEHICLE MAINTENANCE	7,397.04
101-4-5102-4535-000	SPECIAL EVENTS	252.00
101-4-5102-4612-000	OPERATING SUPPLIES	926.76
101-4-5102-4613-000	TACTICAL GEAR	520.46
101-4-5102-4721-000	C.S-CROSSING GUARDS	30,696.50
101-4-5401-4612-000	OPERATING SUPPLIES	12.27
102-4-3501-4411-000	UTILITIES	6,076.79
102-4-3501-4431-000	BUILDING & GROUND MA...	3,640.79
103-34130	FACILITY RENTAL	1,962.00
103-34169	REFUNDS	-50.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	1,935.86
103-4-4105-4411-000	UTILITIES	173.05
103-4-4105-4431-000	BUILDING & GROUND MA...	6,645.93
103-4-4105-4451-000	FARM OPERATING EXPEN...	749.08
103-4-4105-4511-000	COMMUNICATION	219.00
103-4-4105-4570-000	CITY CAMP EXPENSE	3,984.95
103-4-4105-4601-000	SUPPLIES	691.50
103-4-4105-4612-000	OPERATING SUPPLIES	1,677.29
203-4-4502-4301-000	PROFESSIONAL SERVICES	5,125.00
203-4-4503-4411-000	UTILITIES	21,583.08
203-4-4503-4771-000	C.S-STREET MAINTENANCE	20,882.38
203-4-4503-4772-000	C.S-STREET SWEEPING	8,668.66
204-4-6104-4309-000	OTHER CONTRACTUAL SE...	1,540.00
215-4-5102-4803-000	PUBLIC SAFETY EQUIPME...	-0.74
245-4-6145-5920-750	ACQUISITION	12.21
251-4-6151-4309-000	OTHER CONTRACTUAL SE...	1,265.00
261-2103-000	RETENTIONS PAYABLE	-1,208.30
261-4-6161-7401-000	EQUIPMENT MAINTENAN...	1,792.64
261-4-6161-7402-000	COMPUTER EXPENSE	1,102.50
261-4-6161-7411-000	UTILITIES	11,711.98
261-4-6161-7421-000	BUILDING & GROUND MA...	3,218.51
261-4-6161-7431-000	SUPPLIES	624.74
261-4-6161-7432-000	MINOR EQUIPMENT	978.23
261-4-6161-7433-000	OPERATING SUPPLIES	217.66
261-4-6161-7435-000	MERCHANDISE	210.79
261-4-6161-7441-000	MARKETING	254.03
261-4-6161-7451-000	MANAGEMENT FEES	12,083.00
311-2103-000	RETENTIONS PAYABLE	-8,537.50
311-4-8201-5701-000	CONSTRUCTION	255.00
311-4-8301-5501-000	DESIGN	1,392.00
311-4-8301-5701-000	CONSTRUCTION	170,750.00
331-4-8701-5910-000	IMPROVEMENTS	7,400.00
741-37831	FARM RENTAL REVENUE	3,100.00
Grand Total:		674,237.83

Project Account Summary

Project Account Key	Payment Amount
None	389,581.98
0014701	30,692.20
0495910	7,400.00
1305701	255.00
1345501	1,392.00
1355701	170,750.00
8012101	4,212.90
8014532	11,414.00
8994761	14,425.35
9294520	625.00
9304520	625.00
9974570	3,984.95
ENG 2241	50.38
ENG 2243	176.32
ENG 2251	1,626.17
ENG 5002	1,032.69
ENG 5003	352.63
ENG 5004	579.31
ENG 5005	176.31
ENG 5008	100.75
ENG 5046	176.31
ENG 5049	125.94
ENG 5064	1,057.88
ENG 5067	1,460.86
PA 21-017	15,000.00
SDP-2022-0001	1,306.00
SPA-2022-00001	8,939.15
USE-2022-00009	6,718.75
Grand Total:	674,237.83

City of Aliso Viejo

AGENDA ITEM



DATE: February 1, 2023

TO: Mayor and City Council

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

SUBJECT: TREASURER'S STATEMENT – DECEMBER 2022

Recommended Action:

Receive and file the December 2022 Treasurer's Statement.

Fiscal Impact:

No Fiscal Impact.

Background:

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

Discussion:

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

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

Attachment:

Attachment 1 – December 2022 Treasurer's Statement

CITY OF ALISO VIEJO

TREASURER'S MONTHLY CASH STATEMENT

December 31, 2022

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE
GENERAL FUND	\$ 3,542,056.26	\$ 4,586,958.48	\$ 3,509,224.27		\$ 4,486,887.44
TCRF	\$ 72,729.31			(5,255.00)	67,474.31
GAS TAX FUND	\$ 864,862.16	115,487.28	93,643.30	(176,440.00)	710,266.14
MEASURE M	\$ 1,695,044.51			(1,058,727.56)	636,316.95
SB1-RMRA	\$ (157,482.48)	90,014.07		(15,296.50)	(82,764.91)
PUBLIC SAFETY GRANTS	\$ 192,996.17	22,578.44	17,799.58		197,775.03 ⁽¹⁾
AIR QUALITY IMPRVMT FD	\$ 1,098,588.59	17,045.96			1,115,634.55
INTEGRATED WASTE MGMT FD	\$ 82,975.21				82,975.21
OTHER GRANTS	\$ (154,028.55)				(154,028.55)
TECHNOLOGY GRANT	\$ 248,803.30		940.39		247,862.91
DEVELOPMENT IMPACT	\$ 1,352,213.28		648.38		1,351,564.90
FEDERAL GRANTS	\$ (162,177.65)		9,400.60	(1,226.89)	(172,805.14)
CITY FACILITY - AV CTR	\$ 179,758.92		37.65		179,721.27
CITY FACILITY - AQUATIC CTR	\$ (40,446.88)	41,439.13	93,668.67		(92,676.42)
STREET IMPROVEMENTS	\$ (379,951.28)	39,365.48	804,565.14	1,255,452.62	110,301.68 ⁽²⁾
CAPITAL IMPROVEMENTS	\$ (18,719.20)		114,712.16	133,431.36	- ⁽²⁾
STORM WATER	\$ 505.34		965.00	965.00	505.34 ⁽²⁾
COP CAPITAL	\$ -				- ⁽²⁾
COP	\$ (4,819.40)				(4,819.40)
AV RANCH FOUNDATION	\$ 100.00				100.00
CFD 2005-01	\$ (8,205.55)	887,470.30	888,552.30		(9,287.55)
RENEWABLE FARMS	\$ 41,122.42	14,972.25	25,572.50		30,522.17
COMMUNITY TRUST	\$ 7,540.68				7,540.68
TOTALS	\$ 8,453,465.16	\$ 5,815,331.39	\$ 5,559,729.94	\$ 0.00	\$ 8,709,066.61

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	\$ 2,129,739.68
SAVINGS ACCOUNT:	MONEY MARKET	\$ 25,766.26
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	\$ 6,553,560.67

TOTAL CASH

\$ 8,709,066.61

Years to Maturity for December 2022

1.18

Weighted Average Yield for December 2022

2.620%

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

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

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center.

\$ 31,522,883.39

Cash With Fiscal Agent	COPS/CFD 2005-01	4,355,315.15
Cash With Investment Advisor	City Investments	25,028,130.60
AV Center		1,896,338.68
PR Account		240,443.96
Petty Cash		2,655.00

GRAND TOTAL OF CITY FUNDS

\$ 40,231,950.00

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

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

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

Capital Improvements include park and AV Ranch improvement projects.

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

Portfolio Summary

City of Aliso Viejo

December 31, 2022

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	Book YTM
Certificates of Deposit	5,145,000.00	4,830,169.12	5,139,029.35	16.27	913	1.75
Corporate Bonds	2,000,000.00	1,918,354.50	2,000,620.00	6.33	546	1.93
LAIF	6,553,560.67	6,553,560.67	6,553,560.67	20.75	1	2.17
U.S. Agencies	8,735,000.00	8,502,589.28	8,676,804.93	27.47	406	3.00
U.S. Treasuries	9,500,000.00	9,174,512.00	9,211,676.32	29.17	467	3.24
	31,933,560.67	30,979,185.57	31,581,691.27	100.00	431	2.62
Investments	December 31 Month Ending		Fiscal Year To Date			
Total Earnings						
Current Year	38,317.01		216,395.02			
Average Daily Balance	30,487,557.52		32,373,244.69			
Book Rate of Return	1.48%		1.33%			

Holdings Report

City of Aliso Viejo

December 31, 2022

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
27002YEX0	EagleBank 1.550%	03/20/2024	245,000.00	03/20/2020	244,510.00	96.32	235,980.82	0.77%	NR/NR	1.22
				1.60%	244,510.00	5.08%	124.85	-8,529.19	NR	1.20
05465DAK4	Axos Bank 1.650%	03/26/2024	245,000.00	03/26/2020	245,000.00	96.39	236,159.91	0.78%	NR/NR	1.24
				1.65%	245,000.00	5.07%	66.45	-8,840.09	NR	1.22
15118RUV7	Celtic Bank 1.400%	04/17/2024	245,000.00	04/17/2020	245,000.00	95.92	234,994.45	0.78%	NR/NR	1.30
				1.40%	245,000.00	5.09%	140.96	-10,005.56	NR	1.28
32110YPS8	First National Bank of America 1.250%	04/22/2024	245,000.00	04/23/2020	244,522.25	95.68	234,424.82	0.77%	NR/NR	1.31
				1.30%	244,522.25	5.10%	83.90	-10,097.43	NR	1.29
15201QDF1	CenterState Bank 1.200%	04/30/2024	245,000.00	04/30/2020	244,522.25	95.59	234,193.30	0.77%	NR/NR	1.33
				1.25%	244,522.25	5.09%	507.45	-10,328.96	NR	1.32
58404DGU9	Medallion Bank 1.200%	04/30/2024	245,000.00	04/30/2020	244,522.25	95.59	234,193.30	0.77%	NR/NR	1.33
				1.25%	244,522.25	5.09%	507.45	-10,328.96	NR	1.32
538036JN5	Live Oak Banking 1.650%	08/28/2024	245,000.00	02/28/2020	244,529.60	95.25	233,358.83	0.77%	NR/NR	1.66
				1.69%	244,529.60	5.07%	343.34	-11,170.78	NR	1.62
856285RU7	State Bank of India 2.000%	11/27/2024	245,000.00	12/06/2019	245,000.00	95.28	233,432.57	0.78%	NR/NR	1.91
				2.00%	245,000.00	5.05%	469.86	-11,567.43	NR	1.86
61760A4F3	Morgan Stanley Private Bank 1.950%	12/12/2024	245,000.00	12/13/2019	244,416.90	95.09	232,959.72	0.77%	NR/NR	1.95
				2.00%	244,416.90	5.05%	261.78	-11,457.18	NR	1.90
61690UUJ7	Morgan Stanley Bank 1.800%	02/27/2025	245,000.00	02/28/2020	244,416.90	94.30	231,029.86	0.77%	NR/NR	2.16
				1.85%	244,416.90	5.06%	1,534.44	-13,387.05	NR	2.10
14042RPG0	Capital One Bank NA 1.600%	04/08/2025	245,000.00	04/09/2020	244,412.00	93.60	229,322.94	0.77%	NR/NR	2.27
				1.65%	244,412.00	5.06%	880.66	-15,089.06	NR	2.22
33847E3J4	Flagstar Bank 0.900%	05/15/2025	245,000.00	05/15/2020	245,000.00	91.78	224,850.71	0.78%	NR/NR	2.37
				0.90%	245,000.00	5.09%	283.93	-20,149.29	NR	2.34
866264DP6	Summit State Bank 0.850%	05/15/2025	245,000.00	05/18/2020	244,402.20	91.66	224,577.54	0.77%	NR/NR	2.37
				0.90%	244,402.20	5.09%	268.16	-19,824.67	NR	2.34
89235MJS1	Toyota Financial Savings Bank 0.800%	06/30/2025	245,000.00	06/30/2020	245,000.00	91.14	223,283.45	0.78%	NR/NR	2.50
				0.73%	245,000.00	5.08%	16.11	-21,716.56	NR	2.46
59013KLQ7	Merrick Bank 0.550%	12/30/2025	245,000.00	12/30/2020	245,000.00	88.76	217,465.68	0.78%	NR/NR	3.00
				0.55%	245,000.00	5.09%	7.38	-27,534.33	NR	2.97
02007GXG3	Ally Bank 3.450%	08/04/2026	245,000.00	08/04/2022	245,000.00	96.33	236,020.02	0.78%	NR/NR	3.59
				3.45%	245,000.00	4.92%	3,473.63	-8,979.99	NR	3.31
90348JR93	UBS Bank USA 0.950%	08/11/2026	245,000.00	08/11/2021	245,000.00	87.96	215,512.05	0.78%	NR/NR	3.61
				0.95%	245,000.00	4.99%	133.91	-29,487.96	NR	3.53
38149MYB3	Goldman Sachs Bank 1.000%	08/11/2026	245,000.00	08/11/2021	245,000.00	88.22	216,147.58	0.78%	NR/NR	3.61
				1.00%	245,000.00	4.98%	959.86	-28,852.43	NR	3.53
254673N44	Discover Bank 3.500%	07/29/2027	245,000.00	08/03/2022	245,000.00	95.63	234,293.99	0.78%	NR/NR	4.58
				3.50%	245,000.00	4.91%	3,664.93	-10,706.01	NR	4.14

Holdings Report

City of Aliso Viejo

December 31, 2022

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
87164XN93	Synchrony Bank 3.500%	08/05/2027	245,000.00	08/05/2022	245,000.00	95.61	234,251.36	0.78%	NR/NR	4.60
				3.50%	245,000.00	4.91%	3,500.48	-10,748.64	NR	4.15
02589ADQ2	American Express National Bank 3.450%	08/10/2027	245,000.00	08/12/2022	243,775.00	95.39	233,716.28	0.77%	NR/NR	4.61
				3.56%	243,775.00	4.91%	3,334.68	-10,058.72	NR	4.17
					5,139,029.35		4,830,169.12	16.27%		2.50
Total Certificates of Deposit			5,145,000.00	1.75%	5,139,029.35	5.04%	20,564.21	-308,860.29		2.39
Corporate Bonds										
594918BQ6	Microsoft 2.000%	08/08/2023	500,000.00	12/06/2019	503,635.00	98.43	492,128.00	1.59%	Aaa/AAA	0.60
		06/08/2023		1.79%	503,635.00	4.98%	3,972.22	-11,507.00	AAA	0.57
30231GBC5	Exxon Mobil 2.019%	08/16/2024	500,000.00	12/12/2019	501,615.00	95.77	478,836.00	1.59%	Aa2/AA-	1.63
		07/16/2024		1.95%	501,615.00	4.78%	3,785.62	-22,779.00	NR	1.55
037833DM9	Apple 1.800%	09/11/2024	500,000.00	12/06/2019	497,165.00	95.32	476,587.00	1.57%	Aaa/AA+	1.70
		08/11/2024		1.92%	497,165.00	4.64%	2,750.00	-20,578.00	NR	1.62
64952WDL4	New York Life 2.000%	01/22/2025	500,000.00	01/22/2020	498,205.00	94.16	470,803.50	1.58%	Aaa/AA+	2.06
				2.08%	498,205.00	5.22%	4,416.67	-27,401.50	AAA	1.95
					2,000,620.00		1,918,354.50	6.33%		1.50
Total Corporate Bonds			2,000,000.00	1.93%	2,000,620.00	4.91%	14,924.51	-82,265.50		1.42
LAIF										
9830007	LAIF 2.173%	01/01/2023	6,553,560.67	12/28/2022	6,553,560.67	1.00	6,553,560.67	20.75%	NR/NR	0.00
				2.17%	6,553,560.67	2.17%	0.00	0.00	NR	0.00
					6,553,560.67		6,553,560.67	20.75%		0.00
Total LAIF			6,553,560.67	2.17%	6,553,560.67	2.17%	0.00	0.00		0.00
U.S. Agencies										
313384AS8	FHLB 0.000%	01/17/2023	1,000,000.00	10/11/2022	989,982.22	99.80	998,022.00	3.13%	P-1/A-1+	0.05
				3.72%	989,982.22	12.28%	0.00	8,039.78	F1+	0.05
3130AJ7E3	FHLB 1.375%	02/17/2023	500,000.00	02/21/2020	499,080.00	99.60	497,977.50	1.58%	Aaa/AA+	0.13
				1.44%	499,080.00	6.26%	2,559.03	-1,102.50	AAA	0.12
313384DW6	FHLB 0.000%	04/03/2023	1,000,000.00	10/11/2022	980,860.00	98.84	988,449.00	3.11%	P-1/A-1+	0.25
				4.04%	980,860.00	6.21%	0.00	7,589.00	F1+	0.26

Holdings Report

City of Aliso Viejo

December 31, 2022

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Agencies										
313384FT1	FHLB 0.000%	05/18/2023	2,000,000.00	12/22/2022	1,963,086.66	98.27	1,965,498.00	6.22%	P-1/A-1+	0.38
				4.61%	1,963,086.66	4.97%	0.00	2,411.34	F1+	0.38
3130ASCC1	FHLB 3.000%	06/23/2023 12/23/2022	1,000,000.00	06/23/2022	1,000,000.00	99.05	990,486.00	3.17%	Aaa/AA+	0.48
				3.00%	1,000,000.00	5.59%	666.67	-9,514.00	AAA	0.46
3130A3VC5	FHLB 2.250%	12/08/2023	500,000.00	02/20/2020	514,900.00	97.68	488,378.00	1.63%	Aaa/AA+	0.94
				1.44%	514,900.00	5.05%	718.75	-26,522.00	AAA	0.90
3133ELNE0	FFCB 1.430%	02/14/2024	500,000.00	02/14/2020	499,245.00	96.39	481,959.00	1.58%	Aaa/AA+	1.12
				1.47%	499,245.00	5.04%	2,720.97	-17,286.00	AAA	1.08
3133ELG99	FFCB 0.375%	06/10/2024	500,000.00	06/10/2020	498,220.00	94.27	471,364.50	1.58%	Aaa/AA+	1.44
				0.46%	498,220.00	4.81%	109.38	-26,855.50	AAA	1.40
3133ELCP7	FFCB 1.625%	12/03/2024	235,000.00	12/09/2019	233,926.05	94.86	222,932.28	0.74%	Aaa/AA+	1.93
				1.72%	233,926.05	4.64%	297.01	-10,993.77	AAA	1.85
3137EAEX3	FHLMC 0.375%	09/23/2025	500,000.00	10/20/2020	497,505.00	90.16	450,806.00	1.58%	Aaa/AA+	2.73
				0.48%	497,505.00	4.49%	510.42	-46,699.00	AAA	2.64
3130ASD63	FHLB 3.250%	06/28/2027 06/28/2024	1,000,000.00	06/28/2022	1,000,000.00	94.67	946,717.00	3.17%	Aaa/AA+	4.49
				3.25%	1,000,000.00	4.64%	270.83	-53,283.00	AAA	3.52
					8,676,804.93		8,502,589.28	27.47%		1.11
Total U.S. Agencies			8,735,000.00	3.00%	8,676,804.93	6.02%	7,853.06	-174,215.65		0.98
U.S. Treasuries										
912796XT1	U.S. Treasury 0.000%	02/02/2023	2,000,000.00	11/18/2022	1,983,216.24	99.65	1,993,070.00	6.28%	P-1/A-1+	0.09
				4.06%	1,983,216.24	8.04%	0.00	9,853.76	F1+	0.09
912796T33	U.S. Treasury 0.000%	02/23/2023	2,000,000.00	06/29/2022	1,968,863.62	99.37	1,987,386.00	6.23%	P-1/A-1+	0.15
				2.41%	1,968,863.62	6.73%	0.00	18,522.38	F1+	0.15
912796YK9	U.S. Treasury 0.000%	03/09/2023	2,000,000.00	09/30/2022	1,967,467.56	99.20	1,983,978.00	6.23%	P-1/A-1+	0.19
				3.77%	1,967,467.56	6.32%	0.00	16,510.44	F1+	0.19
912828T91	U.S. Treasury 1.625%	10/31/2023	500,000.00	12/09/2019	500,175.78	97.51	487,539.00	1.58%	Aaa/AA+	0.83
				1.62%	500,175.78	5.07%	1,391.57	-12,636.78	AAA	0.80
91282CCF6	U.S. Treasury 0.750%	05/31/2026	1,000,000.00	06/13/2022	915,976.56	89.30	892,969.00	2.90%	Aaa/AA+	3.42
				3.01%	915,976.56	4.26%	659.34	-23,007.56	AAA	3.28
91282CCJ8	U.S. Treasury 0.875%	06/30/2026	1,000,000.00	06/29/2022	913,125.00	89.55	895,547.00	2.89%	Aaa/AA+	3.50
				3.20%	913,125.00	4.24%	4,399.17	-17,578.00	AAA	3.36
912828X88	U.S. Treasury 2.375%	05/15/2027	1,000,000.00	06/29/2022	962,851.56	93.40	934,023.00	3.05%	Aaa/AA+	4.37
				3.20%	962,851.56	4.07%	3,083.56	-28,828.56	AAA	4.05

Holdings Report

City of Aliso Viejo

December 31, 2022

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
					9,211,676.32		9,174,512.00	29.17%		1.28
Total U.S. Treasuries			9,500,000.00	3.24%	9,211,676.32	6.06%	9,533.64	-37,164.32		1.22
					31,581,691.27		30,979,185.57	100.00%		1.18
TOTAL PORTFOLIO			31,933,560.67	2.62%	31,581,691.27	5.00%	52,875.42	-602,505.76		1.11
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							31,032,060.99			

Transaction Report

City of Aliso Viejo

December 01, 2022 - December 31, 2022

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
12/01/2022	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	332.26	-	-
12/05/2022	Interest	3133ELCP7	FFCB 1 5/8 12/03/24	12/03/2024	-	-	1,909.38	-	-
12/07/2022	Withdrawal		LAIF Withdrawal		-	-	-	-	-500,000.00
12/08/2022	Interest	3130A3VC5	FHLB 2 1/4 12/08/23	12/08/2023	-	-	5,625.00	-	-
12/12/2022	Interest	3133ELG99	FFCB 0 3/8 06/10/24	06/10/2024	-	-	937.50	-	-
12/12/2022	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	191.30	-	-
12/12/2022	Interest	61760A4F3	MS 1.95 12/12/24	12/12/2024	-	-	2,395.29	-	-
12/12/2022	Maturity	7954505W1	SALLMA 1.85 12/12/22	12/12/2022	-	245,000.00	-	-	-
12/12/2022	Interest	7954505W1	SALLMA 1.85 12/12/22	12/12/2022	-	-	2,260.04	-	-
12/13/2022	Interest	949495AA3	WFC 1.8 12/13/22	12/13/2022	-	-	362.47	-	-
12/13/2022	Maturity	949495AA3	WFC 1.8 12/13/22	12/13/2022	-	245,000.00	-	-	-
12/19/2022	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	281.92	-	-
12/20/2022	Withdrawal		LAIF Withdrawal		-	-	-	-	-2,000,000.00
12/20/2022	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	312.12	-	-
12/22/2022	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	251.71	-	-
12/22/2022	Maturity	313385U20	FHLB DISCOUNT NT	12/22/2022	-	2,000,000.00	-	-	-
12/22/2022	Purchase	313384FT1	FHLB DISCOUNT NT	05/18/2023	-1,963,086.67	-	-	-	-
12/23/2022	Interest	3130ASCC1	FHLB 2 06/23/23	06/23/2023	-	-	10,000.00	-	-
12/27/2022	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	332.26	-	-
12/28/2022	Deposit		LAIF Deposit		-	-	-	3,000,000.00	-
12/28/2022	Interest	3130ASD63	FHLB 3 1/4 06/28/27	06/28/2027	-	-	16,250.00	-	-
12/29/2022	Interest	89235MJS1	TOYFBN 0.8 06/30/25	06/30/2025	-	-	982.68	-	-
12/30/2022	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	110.75	-	-
Grand Total:					-1,963,086.67	2,490,000.00	42,534.68	3,000,000.00	-2,500,000.00

California State Treasurer

Fiona Ma, CPA



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

CITY OF ALISO VIEJO

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

Account Number: 98-30-007

December 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
12/8/2022	12/7/2022	RW	1718888	1679196	ANN EIFERT	-500,000.00
12/21/2022	12/20/2022	RW	1719421	1679736	ANN EIFERT	-2,000,000.00
12/28/2022	12/28/2022	RD	1719718	1680047	ANN EIFERT	3,000,000.00

Account Summary

Total Deposit:	3,000,000.00	Beginning Balance:	6,053,560.67
Total Withdrawal:	-2,500,000.00	Ending Balance:	6,553,560.67



PMIA/LAIF Performance Report as of 01/18/23



PMIA Average Monthly Effective Yields⁽¹⁾

December	2.173
November	2.007
October	1.772

Quarterly Performance Quarter Ended 12/31/22

LAIF Apportionment Rate ⁽²⁾ :	2.07
LAIF Earnings Ratio ⁽²⁾ :	0.00005680946709337
LAIF Fair Value Factor ⁽¹⁾ :	0.981389258
PMIA Daily ⁽¹⁾ :	2.29
PMIA Quarter to Date ⁽¹⁾ :	1.98
PMIA Average Life ⁽¹⁾ :	287

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/22 \$199.6 billion

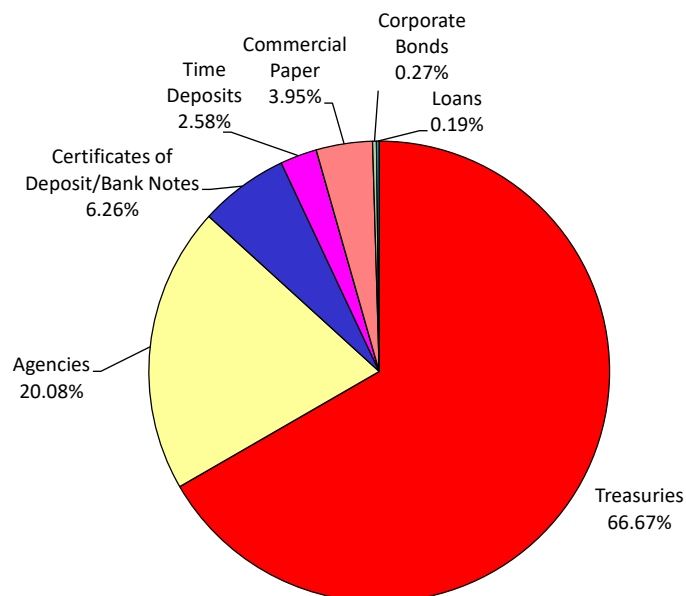


Chart does not include \$3,466,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

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

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

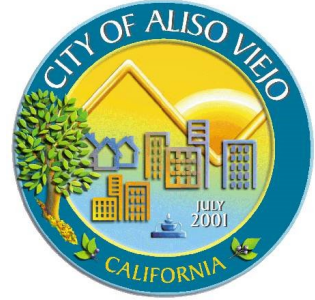
Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

City of Aliso Viejo

AGENDA ITEM



DATE: February 1, 2023

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH KOSMONT & ASSOCIATES, INC. TO PROVIDE ECONOMIC
DEVELOPMENT CONSULTING SERVICES

Recommended Action:

Approve and authorize the City Manager to execute a Seventh Amendment to the Professional Services Agreement with Kosmont & Associates, Inc. for economic development consulting services to increase the total compensation by an amount not to exceed \$15,000.

Fiscal Impact:

The cost for the services provided under the seventh amendment is not to exceed \$15,000. Funds for this project are available in the adopted FY 2022-23 budget.

Background:

In May 2015, the City entered into a professional services agreement with Kosmont & Associates, Inc. ("Kosmont") to provide economic development advisory services. Kosmont has and continues to provide market and economic analysis, business attraction and retention strategies, and financial analysis for opportunity sites identified within the City. Most recently, Kosmont has been assisting the City in progressing the Aliso Viejo Town Center Vision Plan.

Discussion:

Staff is recommending that the compensation amount for the Kosmont professional services agreement be increased by \$15,000 to further the efforts of the Town Center Vision Plan. Staff will reassess the progress of the Town Center Vision Plan near the end of the fiscal year and report on the next steps, if any. No changes are proposed to the agreement term, which ends on June 30, 2023.

Attachments:

1. Original Professional Services Agreement with Kosmont
2. Seventh Amendment with Kosmont

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
ECONOMIC DEVELOPMENT CONSULTANT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 21st day of May, 2015, 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 Kosmont & Associates, Inc., doing business as Kosmont Companies with its principal place of business at 865 South Figueroa Street, 35th Floor, Los Angeles, CA 90017 ("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 economic development 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 economic development consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the economic development consultant services project ("Project") as set forth in this Agreement.

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 economic development 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 **June 1, 2015 to June 30, 2016**, 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 Form W-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, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. 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: **Ken Hira, Larry Kosmont, Joseph Dieguez and Archie Davenport.**

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 **Glenn Yasui**, 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 **Ken Hira and Larry Kosmont**, 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.

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 one (1) year 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 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 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.

3.2.12 Verification of Funds. Pursuant to City Council Policy 300-5, if the Services are for an applicant-initiated project for which a deposit account has been established with the City, Consultant shall verify with the City's Representative that sufficient funds are available in City's deposit account for that project before the commencement of any work or services and periodically as the Services progress.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Thousand Dollars (\$50,000.00)** ("Total Compensation") without written approval of 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. The City Manager may approve Extra Work, provided the cost of the Extra Work, does not exceed ten percent (10%) of the Total Compensation as set forth in Section 3.3.1, for a total increase of \$5,000.00. Any Extra Work in excess of this amount shall be approved by the City Council.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.3.6 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: Kosmont Companies
865 South Figueroa Street, 35th Floor
Los Angeles, CA 90017
Attn: Larry J. Kosmont

City: City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: Glenn Yasui

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 the tasks under this Agreement. Consultant shall submit to the City's Representative a statement signed by Consultant and by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of and that they have read the City's Fraud Prevention Policy. A finding by the City that Consultant or 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 Agreement at City's request and/or termination of this 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.

3.5.7.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action,

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

3.5.7.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.7.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents in connection with the performance of Consultant's Services. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement for a period of one year after expiration or termination of this Agreement, and shall be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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.

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

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

3.5.13 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.

3.5.14 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.

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

3.5.16 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.

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

3.5.18 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.

3.5.19 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.

3.5.20 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.

3.5.21 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.

3.5.22 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.

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

3.5.24 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.

3.6 Subcontracting.

3.6.1 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.

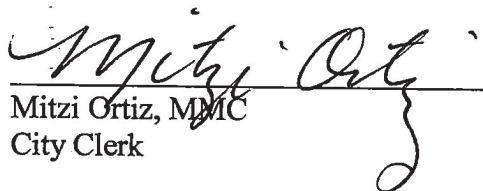
[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement for economic development consultant services on this 21st day of May, 2015.

CITY OF ALISO VIEJO

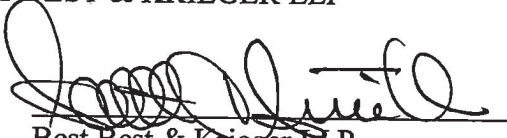
By: 
David A. Doyle
City Manager

Attest:

By: 
Mitzi Ortiz, MMC
City Clerk

Approved as to Form:

BEST BEST & KRIEGER LLP

By: 
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

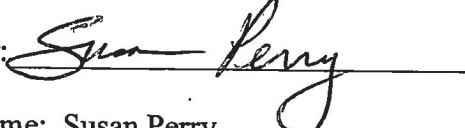
By: 
Gina Tharani
Director of Financial Services

KOSMONT & ASSOCIATES, INC.
doing business as Kosmont Companies

By: 
Name: Larry J. Kosmont

Title: President & CEO

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

By: 
Name: Susan Perry

Title: Corporate Secretary

EXHIBIT "A"
SCOPE OF SERVICES

[SEE ATTACHED PROPOSAL]

SCOPE OF SERVICES

Task 1: Project Kick-Off & Demographic/Economic Analysis

Kosmont will conduct a kick-off meeting and tour of the City with City Staff to initiate the assignment, including review of potential economic development opportunity sites within the City, such as Aliso Viejo Town Center. City will provide Kosmont with existing relevant market data, such as property history, ownership, traffic counts, etc.

Kosmont will evaluate the trade area and existing business and retail/restaurant conditions. The evaluation will include an analysis of retailer/restaurant voids and demographic information within standard geographic boundaries (e.g. various radii centered at opportunity site locations, City limits) as deemed relevant by Consultant. Results of Task 1 analyses will be summarized in PowerPoint Presentation format.

Task 2: Economic Development Strategy and Implementation Plan ("Plan")

Based on results of Task 1 analysis, Kosmont will prepare an Economic Development Strategy and Implementation Plan ("Plan"), which will contain recommended potential biotechnology business and retail/restaurant attraction strategies for the Client. The Plan will highlight business attraction strategies and key retail opportunity sites/areas within the City such as Aliso Viejo Town Center specifically for restaurant uses, and corresponding strengths, challenges, and opportunities with regard to future development/redevelopment.

The Plan will generally identify key businesses and retailers/restaurateurs which can be targeted and outline strategies and outreach efforts for attraction. Kosmont will consider the ability of potential tenants to generate tax revenue for the city, create jobs, and fill "voids" (e.g., restaurants and biotechnology sectors) identified during the evaluation.

As relevant to property revitalization, Kosmont will identify possible funding sources, financing structures, and/or other economic development tools, such as, but not limited to, zoning strategies (e.g. development opportunity reserve), Affordable Housing and Sustainable Communities (AHSC) Cap-and-Trade Funds and/or other grants, public (tax-exempt) or public/private (taxable/tax-exempt) bonds or notes, lease or lease/leaseback financing, site-specific tax revenue pledges, enhanced infrastructure financing districts (EIFD), and/or EB-5 immigrant investment. The Task 2 Plan will be summarized in PowerPoint Presentation format.

Task 3: Economic Development Presentation

Consultant will present a Summary PowerPoint Presentation characterizing the Task 1 Analysis Summary and Task 2 Plan at a City Council forum / meeting as deemed appropriate by City and Consultant. Consultant will incorporate staff, Council, and/or other stakeholder feedback into revision of the Summary PowerPoint Presentation.

Task 4: Initial Plan Implementation

Kosmont will work collaboratively with the City on the initial execution and implementation of the Plan identified and approved by the City pursuant to Task 3. Kosmont will assist in the initial recruitment of targeted biotechnology businesses and retailers/restaurateurs by conducting marketing outreach, consisting of telephone and e-mail outreach, arranging property tours, attendance and representation at International Council of Shopping Centers ("ICSC") and/or other retail conferences, and/or other recruiting and project development / land use activities as may be appropriate to solicit interest in the City. As appropriate, Kosmont will perform outreach to existing property owners.

Potential Future Services

Task 4 is not meant to represent comprehensive implementation of the Plan, but rather the initiation of implementation efforts referenced above. Kosmont will be available to assist in the further implementation of the Plan, such as further business and retail recruitment efforts, analysis of possible fiscal benefits, developer requests for proposals and related developer negotiations, evaluation of development pro formas, incentive programs, and funding sources related to prospective new retailers and development as directed by Client, time and budget for which will be outlined at the appropriate time in a follow-on scope to be approved by Client in advance.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work as soon as authorized by Client. Client will provide Consultant with existing relevant market data, such as property history, ownership information, traffic counts, etc. Delivery of a draft Summary PowerPoint Presentation is estimated within 8 to 12 weeks from project initiation.

Additional time and budget may be necessary for the further implementation of the Plan as directed by Client, which will be outlined at the appropriate time in a follow-on scope to be approved by Client in advance.

IV. COMPENSATION

The compensation for Tasks 1 through 4 is estimated below to be billed on a time and materials basis.

Task	Estimated Budget
1) Project Kick-Off & Demographic/Economic Analysis	\$12,500
2) Economic Development Strategy and Plan	\$17,500
3) Economic Development Presentation	\$2,500
4) Initial Plan Implementation	\$17,500
Estimated Total	\$50,000

EXHIBIT "B"
SCHEDULE OF SERVICES

Services to be performed as scheduled by mutual agreement of City and Consultant.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2016 to June 30, 2017 . The second renewal period shall be from July 1, 2017 to June 30, 2018.

EXHIBIT "C"

COMPENSATION

[SEE ATTACHED FEE SCHEDULE]

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 March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

Kosmont Companies
2015 Public Agency Fee Schedule

Professional Services

President & CEO	\$295.00/hour
Partner / Senior Vice President / Senior Consultant	\$275.00/hour
Vice President / Associate	\$185.00/hour
Project Analyst / Project Manager	\$150.00/hour
Technical / Research Staff	\$ 95.00/hour

• **Additional Expenses**

In addition to professional services (labor) fees:

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) For **Third Party Vendor(s)** retained on behalf of client (with Client's advance approval), fees and costs will be billed to Client at 1.1X (times) fees and costs.

• **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2015.

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:

None.

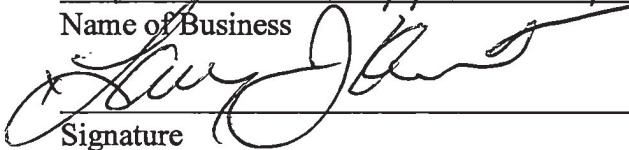
To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Los Angeles CA
City/County/State

5-8-2015
Date

Rosmont & Associates, Inc.
Name of Business

LARRY J. Rosmont
Print Name


Signature

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

CITY OF ALISO VIEJO

SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR PLANNING CONSULTANT SERVICES

1. PARTIES AND DATE.

This Seventh Amendment to the Professional Services Agreement for Planning Consultant Services (“Seventh Amendment”) is entered into on the ____ day of _____, 2023, by and between the City of Aliso Viejo (hereinafter referred to as the “City”) and Kosmont & Associates, Inc., dba Kosmont Companies (hereinafter referred to as the “Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled Professional Services Agreement for Economic Development Services dated May 21, 2015 (“Agreement”).

2.2 First Amendment. The Parties entered into a First Amendment dated June 1, 2016, to update the scope of services to be provided by the Consultant; provide compensation to Consultant for such additional services; and extend the term provided in Section 3.1.2 of the Agreement.

2.3 Second Amendment. The Parties entered into a Second Amendment dated August 16, 2017, to further update the scope of services to be provided by the Consultant; provide compensation to Consultant for such additional services; and extend the term provided in Section 3.1.2 of the Agreement.

2.4 Third Amendment. The Parties entered into a Third Amendment dated January 16, 2019, to further update the scope of services to be provided by the Consultant; provide compensation to Consultant for such additional services; and extend the term to June 30, 2020.

2.5 Fourth Amendment. The Parties entered into a Fourth Amendment in order to further update the scope of services to be provided by the Consultant provide compensation to Consultant for such additional services; and extend the term provide in Section 3.1.2 of the Agreement.

2.6 Fifth Amendment. The Parties entered into a Fifth Amendment in order to further update the scope of services to be provided by the Consultant; provide compensation to Consultant for such additional services; and extend the term provided in Section 3.1.2 of the Agreement.

2.7 Sixth Amendment. The Parties entered into a Sixth Amendment in order to extend the term to June 30, 2023.

2.8 Seventh Amendment. The Parties now desire to amend the Agreement in order to increase the compensation to Consultant for continued services provided in Section 3.3.1 of the Agreement.

3. TERMS.

3.1 Term. Section 3.3.1 of the Agreement is hereby amended to read as follows: Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Ninety-One Thousand, Five Hundred Dollars (\$191,500) ("Total Compensation") 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.

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

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

3.4 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.

3.5 Counterparts. This Seventh 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 SEVENTH AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTANT SERVICES
BETWEEN THE CITY OF ALISO VIEJO AND KOSMONT & ASSOCIATES**

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment to Agreement on this ____ day of _____, 2023.

CITY OF ALISO VIEJO

Approved:

By: _____
David Doyle
City Manager

ATTEST:

By: _____
Mitzi Ortiz, MMC
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

**Kosmont & Associates, Inc., dba Kosmont
Companies**

**[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"
SEVENTH AMENDMENT TO
AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

SCOPE OF SERVICES

The scope of services shall include the following economic development programs and activities:

Ongoing Economic Development Advisory

Kosmont will be available to work with the City on Economic Development initiatives such as business attraction, business retention and assisting local businesses.

Kosmont activities will include the update and refinement of previously prepared Citywide and opportunity site marketing collateral and attendance/ coordination of meetings at Innovating Commerce Serving Communities (" ICSC") and/ or other industry conferences as decided by City and Consultant. Kosmont will conduct outreach through phone and email communication, local commercial real estate broker collaboration strategies / meetings, meetings with major landlords, arrangement of site tours, and/ or other recruitment and business retention activities, as deemed appropriate by City and Consultant. These ICSC and local activities and meetings will either be virtual or in person as appropriate.

Consultant will assist the City with pursuit and execution of potential economic incentives, funding sources, and/ or financing structures in the context of potential public- private transactions, such as, but not limited to, special districts / enhanced infrastructure financing districts (" EIFD"), site- specific tax revenue pledges, taxable/ tax exempt) bonds or notes, lease or lease / lease back financing, and/or grants, as appropriate.

Kosmont is available to perform additional economic development and real estate services such as analysis of possible fiscal impacts and economic benefits and/ or project proforma feasibility as requested by the City.

EXHIBIT “B”
SIXTH AMENDMENT TO
AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

COMPENSATION

<u>Professional Services</u>	<u>Hourly Rate</u>
Chairman & CEO	\$ 375
President	\$ 345
Senior Vice President	\$ 305
Vice President	\$ 210
Senior Project Analyst	\$ 195
Project Analyst/ Project Research Assistant	\$ 165
Project Analyst/ Assistant Project Manager	\$ 125
Project Promotion/ Graphics/ GIS Mapping Services	\$ 95
Clerical Support	\$ 70

Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone, postage costs, digital/ technological support and related administrative expenses will be charged, which will be computed at four percent (4.0%) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor (s)** for Client (with Client' s advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting**, whether such participation is in person, digital, video and/ or telephonic (e.g., City Council, Planning Commission, Public Agency Board, other) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services hourly) fees as shown on this Exhibit B.

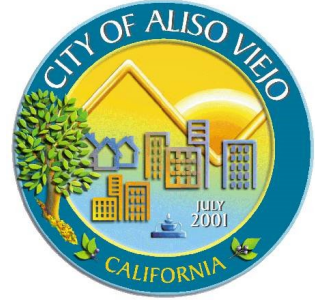
Charges for Court/Deposition/ExpertWitness-Related Appearances

Court- related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until June 30, 2023.

City of Aliso Viejo

AGENDA ITEM



DATE: February 1, 2023

TO: Mayor and City Council

FROM: So Kim, Community Development Director
Scott C. Smith, City Attorney

SUBJECT: ORDINANCE AMENDING SECTION 15.14.080 OF THE ALISO VIEJO MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

Recommended Actions:

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AMENDING SECTION 15.14.080 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

2. Find the attached Ordinance exempt from the requirements of the California Environmental Quality Act pursuant to California Public Resources Code section 21080.17.

Background:

In recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that impose limits on local authority to regulate accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”). These bills include Assembly Bills 68 and 881 and Senate Bill 13—which went into effect on January 1, 2020. One of the most notable changes was prohibiting cities from requiring a minimum lot size for ADUs. This allowed ADUs to be built on any lot zoned for residential use, such as single-family, multi-family, and mixed-use districts (approximately 6,600 properties in the City). The City Council previously adopted Ordinance No. 2020-215 to comply with this legislation.

The Legislature has since enacted additional ADU legislation. The proposed ordinance (Attachment 1) updates the City's local ADU and JADU regulations to comply with the recent changes in state law.

Discussion:

Following the bills noted above, in 2020 and 2021 the California Legislature approved, and the Governor signed into law, Assembly Bill 3182 ("AB 3182") and Assembly Bill 345 ("AB 345"), respectively. Among other things, AB 3182 expanded the scenarios under which the City must allow certain ADUs and JADUs with only a building permit. AB 345 required cities to allow the separate sale or conveyance of certain ADUs that satisfy the conditions set forth in Government Code section 65852.26. Such conditions include, among other things, that the ADU or the primary dwelling was constructed by a qualified nonprofit and the ADU is sold to a qualified low-income buyer.

In September 2022, the California Legislature approved, and the Governor signed into law, a new bill ("SB 897")¹ that further amends state ADU and JADU law. Among other things, SB 897:

- Requires the City to allow certain ADUs to be higher—up to 18 feet for a detached unit or 25 feet for an attached unit, depending the situation;
- Requires the City's front setback requirement to yield for ADUs constructed in the same location and to the dimensions as an existing structure or if the front yard is the only location where an ADU may be lawfully constructed;
- Requires the City to justify a denial with a full set of detailed comments describing the deficiencies in the application and explaining how to remedy them;
- Prohibits the City from denying an application to create an ADU solely because corrections are needed to address nonconforming zoning conditions, building code violations, or unpermitted structures elsewhere on the lot that do not present a threat to public health and safety and are not affected by the construction of the ADU; and
- In instances where a JADU will share a bathroom with the primary dwelling, the City must require the JADU to have an interior entry to the primary dwelling's "main living area," independent of the exterior entrances of the JADU and primary dwelling.

SB 897 will take effect on January 1, 2023. If the City's ADU ordinance does not comply

¹ Both AB 2221 and SB 897 were signed into law, but AB 2221 has no effect because it would have amended the same statute that SB 897 amended, and SB 897 was signed into law (chaptered) later. AB 2221 was therefore "chaptered out." But section 2.5 of SB 897 expressly includes, among others, changes to the ADU law that would have been made by AB 2221. Ultimately, only SB 897 is effective and relevant.

with state law, then its entire ADU ordinance becomes null and void as a matter of law—and the City will have to allow ADUs with no local regulation except for the few requirements in the state ADU law itself (Gov. Code, § 65852.2(a)(4)).

Included as Attachment 1 is a proposed ordinance that will amend the City's local ADU and JADU regulations—contained in AVMC Section 15.14.080—to comply with AB 3182, AB 345, and SB 897. Included as Attachment 2 is a redline, which shows the ordinance's changes to AVMC Section 15.14.080. Adopting the ordinance will align AVMC section 15.14.080 with the recent changes in state law. Consequently, staff recommends that the City Council proceed in accordance with the recommended actions set forth above.

Environmental:

Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the state's ADU law.

Public Notice:

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

Attachments:

1. Proposed Ordinance
2. AVMC 15.14.080 – Redlined

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING SECTION 15.14.080 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

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

WHEREAS, state law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"); and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, several bills that, among other things, amended Government Code sections 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, in 2020, the City Council adopted Ordinance No. 2020-215 to comply with the then-recent changes in state ADU and JADU law; and

WHEREAS, in September 2020, the California Legislature approved, and the Governor signed into law, Assembly Bill 3182 ("AB 3182"); and

WHEREAS, AB 3182, among other things, amended Government Code section 65852.2 to expand the scenarios under which the City must allow certain ADUs and JADUs with only a building permit; and

WHEREAS, in September 2021, the California Legislature approved, and the Governor signed into law, Assembly Bill 345 ("AB 345"), which requires cities to allow the separate sale or conveyance of certain ADUs that satisfy the conditions set forth in Government Code section 65852.26. Such conditions include, among other things, that the ADU or the primary dwelling was constructed by a qualified nonprofit and the ADU is sold to a qualified low-income buyer; and

WHEREAS, in September 2022, the Legislature approved, and the Governor signed into law, Senate Bill 897 ("SB 897"), which imposed further restrictions on local authority to regulate ADUs and JADUs, including with respect to height limits, setbacks, application review and denial procedures, unpermitted structures, and JADU configurations; and

WHEREAS, the City's regulations governing ADUs and JADUs are provided in Section 15.14.080 of the Aliso Viejo Municipal Code ("AVMC"); and

WHEREAS, this ordinance (“Ordinance”) updates AVMC Section 15.14.080 to comply with AB 3182, AB 345, and SB 897; and

WHEREAS, on February 1, 2023, the City Council held a duly noticed public hearing to consider 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. Under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California’s ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the Ordinance is statutorily exempt from CEQA in that the Ordinance implements the State’s ADU law.

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

1. *Public Welfare.* Adoption of this Ordinance will not create conditions materially detrimental to the public health, safety, and general welfare as it simply updates the AVMC to comply with state law requirements governing the construction of ADUs and JADUs in the City. Adoption of this Ordinance is also consistent with—and contemplated by—the City’s Sixth Cycle Housing Element, the adoption of which the City Council determined will not create conditions materially detrimental to the public health, safety, and general welfare.
2. *General Plan.* The Ordinance is, as a matter of law, consistent with the City’s General Plan pursuant to Government Code Section 65852.2(a)(1)(C).

SECTION 4. Code Amendments. Section 15.14.080 of the Aliso Viejo Municipal Code is hereby amended and restated to read in its entirety as provided in Exhibit “A,” attached hereto and incorporated herein by reference.

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

SECTION 6. Publication. The City Clerk shall either: (a) have this Ordinance published in a newspaper of general circulation within 15 days after its adoption or (b)

have a summary of this Ordinance published twice in a newspaper of general circulation, within 15 days after its adoption.

SECTION 7. Submittal to HCD. The City Clerk shall submit a copy of this Ordinance to the Department of Housing and Community Development within 60 days after adoption.

SECTION 8. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2023.

Richard Hurt
Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith, City Attorney

Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Ordinance No. 2023-____ was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the ____ day of _____, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 2023-____ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held _____, 2023 and that the Summary of the Ordinance was published on _____, 2023 and _____, 2023 in the Laguna Niguel News.

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

EXHIBIT “A”

Amended AVMC Section 15.14.080

15.14.080 Accessory dwelling units.

- A. **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code Sections 65852.2 and 65852.22.
- B. **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
1. Deemed to be inconsistent with the city’s general plan and zoning designation for the lot on which the ADU or JADU is located.
 2. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 3. Considered in the application of any local ordinance, policy, or program to limit residential growth.
 4. Required to correct a nonconforming zoning condition, as defined in subsection (C.7) below. This does not prevent the city from enforcing compliance with applicable building standards in accordance with California Health and Safety Code Section 17980.12.
- C. **Definitions.** As used in this section, terms are defined as follows:
1. “Accessory dwelling unit” or “ADU” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - a. An efficiency unit, as defined by California Health and Safety Code Section 17958.1; and
 - b. A manufactured home, as defined by California Health and Safety Code Section 18007.
 2. “Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot.
 3. “Complete independent living facilities” means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

4. “Efficiency kitchen” means a kitchen that includes all of the following:
 - a. A cooking facility with appliances;
 - b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
5. “Junior accessory dwelling unit” or “JADU” means a residential unit that satisfies all of the following:
 - a. It is no more than 500 square feet in size;
 - b. It is contained entirely within an existing or proposed single-family structure; An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
 - c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.
 - d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
 - e. It includes an efficiency kitchen, as defined in subsection (C.4) above.
6. “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
7. “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
8. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
9. “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
10. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

11. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. Applications.

1. An application for an ADU that is subject only to a building permit under subsection (E) below shall be submitted to the building division. Site plans, floor plans, elevations, and draft deed restrictions shall be submitted with the application and documents required for submittal to the building division.
2. An application for a development review permit (DRP) under subsection (F) below shall be submitted to the planning division. Site plans, floor plans, elevations, a project narrative, draft deed restrictions, and evidence of having given notice to the HOA, if applicable, shall be submitted with the application.

E. Approvals – Building-Permit Only. If an ADU or JADU complies with each of the general requirements in subsection (H) below, it is allowed with only a building permit in the following scenarios:

1. **Converted on Single-family Lot.** One ADU as described in this subsection (E.1) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
 - a. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - b. Has exterior access that is independent of that for the single-family dwelling; and
 - c. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
 - d. The JADU complies with the requirements of Government Code section 65852.22.
2. **Limited Detached on Single-family Lot.** One detached, new construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection (E.1) above), if the detached ADU satisfies each of the following limitations:
 - a. The side- and rear-yard setbacks are at least four feet;

- b. The total floor area is 800 square feet or smaller; and
 - c. The peak height above grade does not exceed the applicable height limit in subsection (H.2) below.
- 3. **Converted on Multifamily Lot.** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection (E.3), at least one converted ADU is allowed within an existing multifamily dwelling, up to a quantity equal to 25 percent of the existing multifamily dwelling units.
- 4. **Limited Detached on Multifamily Lot.** No more than two detached ADUs on a lot that has an existing or proposed multifamily dwelling if each detached ADU satisfies both of the following limitations:
 - a. The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multifamily dwelling as a condition of approving the ADU; and
 - b. The peak height above grade does not exceed the applicable height limit provided in subsection (H.2) below.

F. Approvals: - Development Review Permit (DRP).

- 1. Except as allowed under subsection (E) above, no ADU may be created without both a building permit and a DRP permit in compliance with the standards set forth in subsections (H) and (I) below
- 2. The city may charge a fee to reimburse it for costs incurred in processing DRP permit, including the costs of adopting or amending the city's ADU ordinance. The DRP-permit processing fee is determined by the planning director and approved by the city council by resolution.

G. Process and Timing.

- 1. An application to create an ADU or JADU under this section will be considered and approved ministerially, without discretionary review or a hearing.
- 2. The city must approve or deny an application to create an ADU or JADU within 60 days from the date that the city receives a completed application. If the city has not approved or denied the completed application within 60 days, the application is deemed approved unless either:

- a. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay; or
 - b. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the city may delay acting on the permit application for the ADU or JADU until the city acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
 - 3. If the city denies an application to create an ADU or JADU, the city must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (G.2) above.
 - 4. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.
- H. **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsections (E) and (F) above:
- 1. **Zoning.**
 - a. An ADU or JADU subject only to a building permit under subsection (E) above may be created on a lot in a residential or mixed-use zone.
 - b. An ADU or JADU subject to a DRP permit under subsection (F) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.
 - 2. **Height.**
 - a. Except as otherwise provided by subsections (H.2.b) or (H.2.c) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height.
 - b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are

defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

- c. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.
- d. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (H.2.d) may not exceed two stories.
- e. For purposes of this subsection (H.2), height is measured above existing legal grade to the peak of the structure.

3. **Fire Sprinklers.**

- a. Fire sprinklers, approved by Orange County Fire Authority (OCFA), are required in an ADU if sprinklers are required in the primary residence when constructed.
- b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

4. **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

5. **No Separate Conveyance.** An ADU or JADU may be rented, but, except as otherwise provided in Government Code section 65852.26, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

6. **Septic System.** If the ADU or JADU will connect to an existing on-site water-treatment system serving the property, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years. If the property on which the ADU or JADU is constructed does not utilize an on-site water treatment system, nothing in this section authorizes an ADU or JADU to utilize an on-site water-treatment system.

7. **Owner Occupancy.**

- a. An ADU that is permitted after January 1, 2020, but before January 1, 2025, is not subject to any owner-occupancy requirement.
 - b. Unless applicable law requires otherwise, all ADUs that are permitted on or after January 1, 2025, are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
 - c. As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this subsection does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.
8. **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the county recorder's office and a copy filed with the director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:
- a. Except as otherwise provided in Government Code section 65852.26, the ADU or JADU may not be sold separately from the primary dwelling.
 - b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
 - c. The deed restriction runs with the land and may be enforced against future property owners.
 - d. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the director, providing evidence that the ADU or JADU has in fact been eliminated. The director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the director's determination consistent with other provisions of this code. If the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this code.

- e. The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.
- 9. **Income Reporting.** In order to facilitate the city's obligation to identify adequate sites for housing in accordance with California Government Code Sections 65583.1 and 65852.2, the following requirements must be satisfied:
 - a. With the building-permit application, the applicant must provide the city with an estimate of the projected annualized rent that will be charged for the ADU or JADU.
 - b. Within 90 days after each yearly anniversary of the issuance of the building permit, the owner must report the actual rent charged for the ADU or JADU during the prior year. If the city does not receive the report within the 90-day period, the owner is in violation of this code, and the city may send the owner a notice of violation and allow the owner another 30 days to submit the report. If the owner fails to submit the report within the 30-day period, the city may enforce this provision in accordance with applicable law.
- 10. **Building & Safety.**
 - a. **Must comply with building code.** Subject to subsection (H.10.b) below, all ADUs and JADUs must comply with all local building code requirements.
 - b. **No change of occupancy.** Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Enforcement Division officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection (H.10.b) prevents the city from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.
- I. **Specific DRP Requirements.** The following requirements apply only to ADUs that require a DRP permit under subsection (F) above:

1. **Maximum Size.**
 - a. The maximum size of a detached or attached ADU subject to this subsection (I) is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms.
 - b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
 - c. Application of other development standards in this subsection (I), such as FAR or lot coverage, might further limit the size of the ADU, but no application of FAR, lot coverage, open space, or the percentage-based size limit in subsection (I.1.b) above may require the ADU to be less than 800 square feet.
2. **Setback.** ADUs subject to this subsection (I) shall comply with the following setbacks:
 - a. Front-yard setbacks.
 - i. Subject to subsection (I.2.a.ii) below, no part of any ADU subject to this subsection (I) may be located within 10 feet of a front property line or have a front yard setback that is less than the primary dwelling.
 - ii. If a front yard setback is the only location on the lot where an ADU may be lawfully constructed, then the ADU may encroach into a required front yard setback as necessary to enable the construction of an 800 square foot unit.
 - b. An ADU that is subject to this subsection (I) must conform to 4-foot side-and rear-yard setbacks.
 - c. No setback is required for an ADU that is subject to this subsection (I) if the ADU is constructed in the same location and to the same dimensions as an existing structure.
3. **Lot Coverage.** No ADU subject to this subsection (I) may cause the total lot coverage of the lot to exceed 75 percent, subject to subsection (I.1.c).
4. **Minimum Open Space.** For multifamily residential projects, no ADU subject to this subsection (I) may cause the total percentage of open space of the development to fall below 25 percent, subject to subsection (I.1.c).

5. **Passageway.** No passageway, as defined in subsection (C.8) above, is required for an ADU.
6. **Parking.**
 - a. Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined in subsection (C.11) above.
 - b. Exceptions. No parking under subsection (I.6.a) above is required in the following situations:
 - i. The ADU is located within one-half mile walking distance of public transit, as defined in subsection (C.10) above.
 - ii. The ADU is located within an architecturally and historically significant historic district.
 - iii. The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (E.1) above.
 - iv. When on-street parking permits are required but not offered to the occupant of the ADU.
 - v. When there is an established car share vehicle stop located within one block of the ADU.
 - vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (I.6.b.i) through (I.6.b.v) above.
 - c. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces for the primary residence are not required to be replaced. Parking for the ADU will apply under subsections (I.6.a) and (I)(6)(b) above.
7. **Architectural Requirements.**
 - a. Windows and doors of the accessory dwelling unit may not have a direct line of sight to an adjoining residential property. Fencing or privacy glass may be used to provide screening and prevent a direct line of sight.

- b. The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.
 - c. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
 - d. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
 - e. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
 - f. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.
 - g. All windows and doors in an ADU less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.
 - h. Mechanical equipment may not be placed within four feet of an adjacent property.
- 8. **Landscape Requirements.** Trees removed on site for construction of the ADU or to provide parking should be replaced with 24-inch box trees of the same variety.
- 9. **Historical Protections.** An ADU that is on or within 600 feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.
- J. **Fees.** The following requirements apply to all ADUs that are approved under subsections (E) and (F) above.
 - 1. **Impact Fees.**
 - a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection (J.1), “impact fee” means a “fee” under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.

- b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

2. **Utility Fees.**

- a. If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
- b. Except as described in subsection (J.2.a), converted ADUs on a single-family lot that are created under subsection (E.1) above are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required.
- c. Except as described in subsection (J.2.a), all ADUs not covered by subsection (J.2.b) require a new, separate utility connection directly between the ADU and the utility.
 - i. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU, based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
 - ii. The portion of the fee charged by the city may not exceed the reasonable cost of providing this service.

K. **Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.**

- 1. **Generally.** The city will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
- 2. **Unpermitted ADUs constructed before 2018.**
 - a. **Permit to Legalize.** As required by state law, the city may not deny a permit to legalize an existing but unpermitted ADU that was

constructed before January 1, 2018, if denial is based on either of the following grounds:

- i. The ADU violates applicable building standards, or
- ii. The ADU does not comply with the state ADU law or this ADU ordinance (section 15.14.080).

b. Exceptions:

- i. Notwithstanding subsection (K.2.a) above, the city may deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if the city makes a finding that correcting a violation is necessary to protect the health and safety of the public or of occupants of the structure.
- ii. Subsection (K.2.a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.

- L. **Nonconforming ADUs and Discretionary Approval.** Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections (A) through (K) of this section may be allowed by the city with a conditional use permit, in accordance with the other provisions of this title.

15.14.080 Accessory dwelling units.

A. ~~A.~~ **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code Sections 65852.2 and 65852.22.

B. ~~B.~~ **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:

1. ~~1.~~ Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.
2. ~~2.~~ Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
3. ~~3.~~ Considered in the application of any local ordinance, policy, or program to limit residential growth.
4. ~~4.~~ Required to correct a nonconforming zoning condition, as defined in subsection ~~(C)(7) of this section~~ C.7) below. This does not prevent the city from enforcing compliance with applicable building standards in accordance with California Health and Safety Code Section 17980.12.

C. ~~C.~~ **Definitions.** As used in this section, terms are defined as follows:

1. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - a. ~~a.~~ An efficiency unit, as defined by California Health and Safety Code Section 17958.1; and
 - b. ~~b.~~ A manufactured home, as defined by California Health and Safety Code Section 18007.
2. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
3. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
4. "Efficiency kitchen" means a kitchen that includes ~~each~~ all of the following:
 - a. ~~a.~~ A cooking facility with appliances;

- b. ~~b. A food preparation counter or counters that total at least 15 square feet in area; and~~ and storage cabinets that are of reasonable size in relation to the size of the JADU.
~~c. Food storage cabinets that total at least 30 square feet of shelf space.~~
5. “Junior accessory dwelling unit” or “JADU” means a residential unit that satisfies all of the following:
- a. ~~a. Is~~ It is no more than 500 square feet in size; ;
- b. ~~b. Is~~ It is contained entirely within an existing or proposed single-family structure; . An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
- c. ~~c. Includes~~ It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure; and.
- d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
- e. ~~d. Includes~~ It includes an efficiency kitchen, as defined in subsection ~~(C)(4) of this section~~ C.4) above.
6. “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
7. “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
8. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
9. “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
10. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

11. “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. ~~D. Application~~ Applications.

1. ~~4.~~ An application for an ADU that is subject only to a building permit under subsection ~~(E) of this section~~ (E) below shall be submitted to the building division. Site plans, floor plans, elevations, and draft deed restrictions shall be submitted with the application and documents required for submittal to the building division.
2. ~~2.~~ An application for a development review permit (DRP) under subsection ~~(F) of this section~~ (F) below shall be submitted to the planning division. Site plans, floor plans, elevations, a project narrative, draft deed restrictions, and evidence of having given notice to the HOA, if applicable, shall be submitted with the application.

E. **E. Approvals – Building-Permit Only.** If an ADU or JADU complies with each of the general requirements in subsection ~~(G) of this section~~ (H) below, it is allowed with only a building permit in the following scenarios:

1. **4. Converted on Single-family Lot.** ~~Only one~~ One ADU ~~or as described in this subsection (E.1) and one~~ JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
- a. ~~a.~~ Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress ~~(for purposes of this subsection, “within the existing space” includes a structure that is constructed in the same location and to the same dimensions);~~ and
 - b. ~~b.~~ Has exterior access that is independent of that for the single-family dwelling; and
 - c. ~~c.~~ Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
 - d. The JADU complies with the requirements of Government Code section 65852.22.
2. **2. Limited Detached on Single-family Lot.** One detached, new construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot

under subsection (~~E)(1) of this section~~E.1) above), if the detached ADU satisfies each of the following limitations:

- a. ~~a.~~ The side- and rear-yard setbacks are at least four feet;
 - b. ~~b.~~ The total living floor area is 800 square feet or smaller; and
 - c. ~~c.~~ The peak height above grade ~~is 16 feet or less~~does not exceed the applicable height limit in subsection (H.2) below.
3. ~~3.~~ **Converted on Multifamily Lot.** ~~Multiple~~One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. ~~At~~Under this subsection (E.3), at least one converted ADU is allowed within an existing multifamily dwelling, up to a ~~number~~quantity equal to 25 percent of the existing multifamily dwelling units.
4. ~~4.~~ **Limited Detached on Multifamily Lot.** No more than two detached ADUs on a lot that has an existing or proposed multifamily dwelling if each detached ADU satisfies both of the following limitations:
- a. ~~a.~~ The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multifamily dwelling as a condition of approving the ADU; and
 - b. ~~b.~~ The peak height above grade ~~is 16 feet or less~~does not exceed the applicable height limit provided in subsection (H.2) below.

E. ~~F.~~ **Approvals: Development Review Permit (DRP).**

1. Except as allowed under subsection (~~E) of this section~~E) above, no ADU may be created without both a building permit and a DRP permit in compliance with the standards set forth in subsections (~~G~~H) and (~~H) of this section~~I) below.
- ~~1. Process. A development review permit (DRP) is considered and approved ministerially, without discretionary review or a hearing.~~
2. ~~2. Permit Fees.~~ The city may charge a fee to reimburse it for costs incurred in processing ~~development review~~DRP permit (~~DRP~~), including the costs of adopting or amending the city's ADU ordinance. The DRP-permit processing fee is determined by the planning director and approved by the city council by resolution.
- ~~G. General ADU and JADU Requirements. The following requirements apply to all ADUs and JADUs that are approved under subsections (E) and (F) of this section:~~

G. **Process and Timing.**

1. An application to create an ADU or JADU under this section will be considered and approved ministerially, without discretionary review or a hearing.
2. ~~1. Timing.~~ The city must ~~act on~~ approve or deny an application to create an ADU or JADU within 60 days from the date that the city receives a completed application; If the city has not approved or denied the completed application within 60 days, the application is deemed approved unless either:
 - a. ~~a.~~ The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay; or
 - b. ~~b. In the case of a JADU, when the~~ When an application to create ~~a junior accessory dwelling unit~~ an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the city may delay acting on the permit application for the ADU or JADU until the city acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
3. If the city denies an application to create an ADU or JADU, the city must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (G.2) above.
4. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

H. **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsections (E) and (F) above:

1. **2-Zoning.**
 - a. ~~a.~~ An ADU or JADU subject only to a building permit under subsection ~~(E) of this section~~ (E) above may be created on a lot in a residential or mixed-use zone.
 - b. ~~b.~~ An ADU or JADU subject to a DRP permit under subsection ~~(F) of this section~~ (F) above may be created on a lot that is zoned to allow

single-family dwelling residential use or multifamily dwelling residential use.

2. **Height.**

- a. Except as otherwise provided by subsections (H.2.b) or (H.2.c) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height.
- b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
- c. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.
- d. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (H.2.d) may not exceed two stories.
- e. For purposes of this subsection (H.2), height is measured above existing legal grade to the peak of the structure.

3. **3-Fire Sprinklers.**

- a. Fire sprinklers, approved by Orange County Fire Authority (OCFA), are required in an ADU if sprinklers are required in the primary residence when constructed.
- b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

4. **4-Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

5. ~~5.~~ **No Separate Conveyance.** An ADU or JADU may be rented, but, except as otherwise provided in Government Code section 65852.26, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).
6. ~~6.~~ **Septic System.** If the ADU or JADU will connect to an existing on-site water-treatment system serving the property, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years. If the property on which the ADU or JADU is constructed does not utilize an on-site water treatment system, nothing in this section authorizes an ADU or JADU to utilize an on-site water-treatment system.
7. ~~7.~~ **Owner Occupancy.**
- ~~a. All ADUs legally created before January 1, 2020, are subject to the owner-occupancy requirement that was in place when the ADU was created.~~
- a. ~~b.~~ An ADU that is ~~created~~permitted after ~~that date~~January 1, 2020, but before January 1, 2025, is not subject to any owner-occupancy requirement.
- b. ~~c. All~~Unless applicable law requires otherwise, all ADUs that are ~~created~~permitted on or after January 1, 2025, are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
- c. ~~d. All~~As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this subsection does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.
8. ~~8.~~ **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the county recorder's office and a copy filed with the director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:
- a. ~~a. The~~Except as otherwise provided in Government Code section 65852.26, the ADU or JADU may not be sold separately from the primary dwelling.

- b. ~~b.~~ The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
- c. ~~c.~~ The deed restriction runs with the land and may be enforced against future property owners.
- d. ~~d.~~ The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the director, providing evidence that the ADU or JADU has in fact been eliminated. The director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the director's determination consistent with other provisions of this code. If the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this code.
- e. ~~e.~~ The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

9. ~~9.~~ **Income Reporting.** In order to facilitate the city's obligation to identify adequate sites for housing in accordance with California Government Code Sections 65583.1 and 65852.2, the following requirements must be satisfied:

- a. ~~a.~~ With the building-permit application, the applicant must provide the city with an estimate of the projected annualized rent that will be charged for the ADU or JADU.
- b. ~~b.~~ Within 90 days after each yearly anniversary of the issuance of the building permit, the owner must report the actual rent charged for the ADU or JADU during the prior year. If the city does not receive the report within the 90-day period, the owner is in violation of this code, and the city may send the owner a notice of violation and allow the owner another 30 days to submit the report. If the owner fails to submit the report within the 30-day period, the city may enforce this provision in accordance with applicable law.

10. **Building & Safety.**

- a. Must comply with building code. Subject to subsection (H.10.b) below, all ADUs and JADUs must comply with all local building code requirements.
- b. No change of occupancy. Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Enforcement Division officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection (H.10.b) prevents the city from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.

I. ~~H.~~ **Specific DRP Requirements.** The following requirements apply only to ADUs that require a DRP permit under subsection (~~F~~) of this section: F) above:

1. ~~4.~~ **Maximum Size.**

- a. ~~a.~~ The maximum size of a detached or attached ADU subject to this subsection (I) is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms. ~~No more than two bedrooms are allowed.~~
- b. ~~b.~~ An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
- c. ~~c.~~ Application of other development standards in this subsection (~~H~~), such as FAR or lot coverage, might further limit the size of the ADU, but no application of FAR, lot coverage, open space, or the percentage-based size limit in subsection (~~H~~)(1)(b) of this section I.1.b) above may require the ADU to be ~~smaller~~ less than 800 square feet.

2. **Setback.** ADUs subject to this subsection (I) shall comply with the following setbacks:

- a. Front-yard setbacks.
 - i. Subject to subsection (I.2.a.ii) below, no part of any ADU subject to this subsection (I) may be located within 10 feet of

the a front property line or have a front yard setback that is less than the primary dwelling.

ii. If a front yard setback is the only location on the lot where an ADU may be lawfully constructed, then the ADU may encroach into a required front yard setback as necessary to enable the construction of an 800 square foot unit.

b. An ADU that is subject to this subsection (I) must conform to 4-foot side-and rear-yard setbacks.

c. No setback is required for an ADU that is subject to this subsection (I) if the ADU is constructed in the same location and to the same dimensions as an existing structure.

3. ~~2.~~ **Lot Coverage.** No ADU subject to this subsection (I) may cause the total lot coverage of the lot to exceed 75 percent, subject to subsection (I.1.c).

4. ~~3.~~ **Minimum Open Space.** For multifamily residential projects, no ADU subject to this subsection (H) may cause the total percentage of open space of the development to fall below 25 percent, subject to subsection (I.1.c).

~~4. Height. No ADU subject to this subsection (H) may exceed 16 feet in height above grade, measured to the peak of the structure.~~

5. ~~5.~~ **Passageway.** No passageway, as defined in subsection (C) of this section C.8) above, is required for an ADU.

6. ~~6.~~ **Parking.**

a. ~~a.~~ Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined in subsection (C) of this section C.11) above.

b. ~~b.~~ Exceptions. No parking under subsection (H)(1)(a) of this section I.6.a) above is required in the following situations:

i. ~~i.~~ The ADU is located within one-half mile walking distance of public transit, as defined in subsection (C) of this section C.10) above.

ii. ~~ii.~~ The ADU is located within an architecturally and historically significant historic district.

iii. ~~iii.~~ The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (E) of this section E.1) above.

- iv. ~~iv.~~ When on-street parking permits are required but not offered to the occupant of the ADU.
- v. ~~v.~~ When there is an established car share vehicle stop located within one block of the ADU.
- vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (I.6.b.i) through (I.6.b.v) above.
- c. ~~c.~~ No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces for the primary residence are not required to be replaced. Parking for the ADU will apply under subsections (I)(6)(a) and (I)(6)(b) above

7. ~~7.~~ **Architectural Requirements.**

- a. ~~a.~~ Windows and doors of the accessory dwelling unit may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
- b. ~~b.~~ The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.
- c. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
- d. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
- e. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
- f. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.
- g. All windows and doors in an ADU less than 30 feet from a property line that is not a public right-of-way line must either be (for windows)

clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

- h. ~~c.~~ Mechanical equipment ~~shall be located at the furthest location possible from surrounding residents, nor shall mechanical equipment~~ may not be placed within four feet of an adjacent property.

8. **8. Landscape Requirements.** Trees removed on site for construction of the ADU or to provide parking should be replaced with 24-inch box trees of the same variety.

9. **Historical Protections.** An ADU that is on or within 600 feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.

- J. **Fees.** The following requirements apply to all ADUs that are approved under subsections (E) and (F) above.

1. **Impact Fees.**

- a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection (J.1), "impact fee" means a "fee" under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.
- b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

2. **Utility Fees.**

- a. ~~1.~~ If an ADU ~~or JADU~~ is constructed with a new single-family home, a separate utility connection directly between the ADU ~~or JADU~~ and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
- b. ~~2.~~ Except as described in subsection ~~(1)(1) of this section~~ J.2.a), converted ADUs ~~and JADUs~~ on a single-family lot; that are created under subsection ~~(E)(1) of this section, E.1) above~~ are not required to have a new or separate utility connection directly between the

ADU ~~or JADU~~ and the utility. Nor is a connection fee or capacity charge required.

c. ~~3.~~ Except as described in subsection ~~(1)(1) of this section J.2.a)~~, all ADUs ~~and JADUs~~ not covered by subsection ~~(1)(2) of this section J.2.b)~~ require a new, separate utility connection directly between the ADU ~~or JADU~~ and the utility.

i. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU ~~or JADU~~, based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.

ii. The portion of the fee charged by the city may not exceed the reasonable cost of providing this service.

K. **Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.**

1. **Generally.** The city will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.

2. **Unpermitted ADUs constructed before 2018.**

a. Permit to Legalize. As required by state law, the city may not deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if denial is based on either of the following grounds:

i. The ADU violates applicable building standards, or

ii. The ADU does not comply with the state ADU law or this ADU ordinance (section 15.14.080).

b. **Exceptions:**

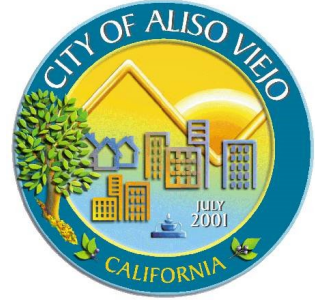
i. Notwithstanding subsection (K.2.a) above, the city may deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if the city makes a finding that correcting a violation is necessary to protect the health and safety of the public or of occupants of the structure.

- ii. Subsection (K.2.a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.

L. ~~J.~~ **Nonconforming ADUs and Discretionary Approval.** Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections (A) through (K) of this section may be allowed by the city with a conditional use permit, in accordance with the other provisions of this title. ~~[Ord. 2020-215 § 3 (Exh. A); Ord. 2017-192 § 7].~~

City of Aliso Viejo

AGENDA ITEM



DATE: February 1, 2023

TO: Mayor and City Council

FROM: Mitzi Ortiz, Director of Government Services

SUBJECT: APPOINTMENT OF SCAG GENERAL ASSEMBLY DELEGATE

Recommended Action:

Appoint delegate and alternate for the Southern California Association of Governments (SCAG) General Assembly to be held May 5, 2023.

Fiscal Impact:

Mileage and lodging expenses are estimated at less than \$500. Funds for City Council travel and training expenditures are included in the FY 2022-23 Budget.

Discussion:

This year's SCAG Regional Conference & General Assembly will be held May 4-5 in Palm Desert, CA. During the General Assembly on May 5, delegates will have the opportunity to consider and take action on proposed Resolutions and/or SCAG Bylaw revisions that have been submitted and reviewed in accordance with SCAG policies.

In order for the City to participate in the General Assembly, the City Council must take action to appoint a delegate and alternate.