AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, MARCH 01, 2023
6:00 PM CLOSED SESSION
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 Friday 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	SCOTT C. SMITH	MITZI ORTIZ
CITY MANAGER	CITY ATTORNEY	CITY CLERK

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

CALL TO ORDER: CONVENE SPECIAL MEETING

PUBLIC COMMENTS:

CLOSED SESSION:

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

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Manager and City Attorney
Unrepresented Employees: All Employees

CALL TO ORDER: CONVENE REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

1.1. PROCLAMATION - RED CROSS MONTH
Proclamation

1.2. RECOGNITION OF CAPTAIN SCOTT MERRILL

1.3. RECOGNITION OF ALISO VIEJO PTSA AND PTA PRESIDENTS
Certificates of Recognition

1.4. BUSINESS OF THE MONTH - GREATER PERCEPTION SERVICES, INC.
Certificate of Recognition

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:

Members of the public wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. In compliance with the Brown Act, no discussion or action may be taken on comments received at this time, except the City Council may briefly respond to statements made or questions posed. Comments are limited to three (3) minutes per speaker.

4. CONSENT CALENDAR:

All matters listed on the Consent Calendar will be acted upon by one vote unless members of the City Council, or staff request a matter to be discussed and/or removed from the Consent Calendar for separate action. Items removed from the Consent Calendar will be discussed and voted upon immediately following City Council action on the remainder of the Consent Calendar.

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

4.2. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the February 1, 2023 Regular Meeting.

Draft Minutes - February 1, 2023 Regular Meeting

4.3. SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND 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: Conduct second reading and adopt 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.

Staff Report

Attachment 1 - Ordinance

4.4. ACCOUNTS PAYABLE

Recommended Action:

1. Ratify accounts payable checks and electronic funds transfers issued on February 2, 2023, in the amount of $398,677.02; and
2. Ratify accounts payable checks and electronic funds transfers issued on February 16, 2023, in the amount of $1,352,075.70.

Staff Report
Attachment 1 - Accounts Payable Report

4.5. TREASURER'S STATEMENT - JANUARY 2023
Recommended Action: Receive and file the January 2023 Treasurer's Statement.
Staff Report
Attachment 1 - Jan. 2023 Treasurer's Statement

4.6. RESOLUTION ENDING THE PROCLAMATION OF LOCAL EMERGENCY FOR THE COVID-19 PANDEMIC
Recommended Action: Adopt a Resolution to end the Proclamation of Local Emergency for the COVID-19 pandemic.
Staff Report
Attachment 1 - Resolution

4.7. PROFESSIONAL SERVICES AGREEMENT WITH ATLAS PLANNING SOLUTIONS FOR LOCAL HAZARD MITIGATION PLAN DEVELOPMENT
Recommended Action:
1. Approve an agreement with Atlas Planning Solutions to develop the City's original Local Hazard Mitigation Plan;
2. Authorize the City Manager to execute a professional services agreement with Atlas Planning Solutions for $66,100; and
3. Authorize the appropriation of $93,750 in grant funding to the Fiscal Year 2022-23 budget.

Staff Report
Attachment 1 - Request for Proposal
Attachment 2 - Atlas Planning Solutions Proposal
Attachment 3 - Agreement

4.8. RELEASE OF BONDS FOR THE LANDSCAPING IMPROVEMENTS FOR THE 1-5 POLARIS WAY LANDSCAPING CONSTRUCTION PROJECT
Recommended Action: Adopt a Resolution exonerating Landscaping Surety Bond No. CAC720515 for the 1-5 Polaris Way Landscaping Construction Project.
Staff Report
Attachment 1 - Resolution

5. PUBLIC HEARINGS:

5.1. CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PERMIT FOR A NEW RESTAURANT WITH FULL ALCOHOL SERVICE (FENNEL MEDITERRANEAN KITCHEN AND BAR) AT 26611 ALISO CREEK ROAD, SUITE A
Recommended Action:
1. Open and conduct a public hearing;
2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and
3. Adopt a Resolution approving a Conditional Use Permit and Site Development

Permit to allow a 48-seat restaurant with full alcohol service (Fennel Mediterranean Kitchen and Bar) and to enclose an outdoor patio area at 26611 Aliso Creek Road Suite A.

Staff Report
Attachment 1 - Resolution
Attachment 2 - Project Description
Attachment 3 - Project Plans
Attachment 4 - Police Services Report
Attachment 5 - Presentation

6. DISCUSSION:

6.1. RESOLUTION OF SUPPORT FOR THE IRANIAN AMERICAN COMMUNITY

Recommended Action: Consider adoption of a Resolution declaring support for the Iranian American community and supporting sanctions against Iranian individuals and entities responsible for human rights violations in Iran.

Staff Report
Attachment 1 - Resolution

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

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

Proclamation

Red Cross Month – March 2023

WHEREAS, during American Red Cross Month in March, we celebrate the humanitarian spirit of Aliso Viejo and reaffirm our commitment to help ensure no one faces a crisis alone; and

WHEREAS, caring for one another is at the heart of our community and exemplified by the people of Aliso Viejo whose simple acts of kindness through the Red Cross provide help and hope in people's most difficult moments — continuing the lifesaving legacy of Clara Barton, who founded the organization more than 140 years ago to prevent and alleviate human suffering; and

WHEREAS, every day, these ordinary individuals lend a helping hand to make an extraordinary difference for neighbors in need — whether it's providing emergency shelter, food and comfort for families displaced by home fires and other disasters; donating lifesaving blood for cancer patients, accident victims, and people with sickle cell disease and other life-threatening conditions; supporting military members and veterans, along with their families and caregivers, through the unique challenges of service; using vital skills like first aid and CPR to help others survive medical emergencies; or delivering international humanitarian aid and reconnecting loved ones separated by crises around the world; and

WHEREAS, their support, volunteerism and generous donations are critical to our community's resilience. We hereby recognize this month of March in honor of all those who fulfill Clara Barton's noble words, "You must never think of anything except the need and how to meet it," and ask everyone to join in this commitment; and

NOW, THEREFORE BE IT RESOLVED, that the Aliso Viejo City Council does hereby proclaim the month of March 2023 as Red Cross Month in the City of Aliso Viejo and urges residents to reach out and support its humanitarian mission.

Dated this 1st day of March, 2023

Richard W. Hurt, Mayor

Certificate of Recognition

Presented to

Kelly Smith

PTSA President

Aliso Niguel High School

In honor of your outstanding volunteerism and continued dedication to the youth in the community.

Presented this 1st day of March, 2023

Richard Hurt, Mayor

Certificate of Recognition

Presented to

Veronica Yap

PTSA President

Don Juan Avila Middle School

In honor of your outstanding volunteerism and continued dedication to the youth in the community.

Presented this 1st day of March, 2023

Richard Hurt, Mayor

Certificate of Recognition

Presented to

Kelly Wilson

PTSA President

Aliso Viejo Middle School

In honor of your outstanding volunteerism and continued dedication to the youth in the community.

Presented this 1st day of March, 2023

Richard Hurt, Mayor

Certificate of Recognition

Presented to

Katie Donnelly

PTA President

Don Juan Avila Elementary School

In honor of your outstanding volunteerism and continued dedication to the youth in the community.

Presented this 1st day of March, 2023

Richard Hurt, Mayor

Certificate of Recognition

Presented to

Kimberly Goering

PTA President

Oak Grove Elementary School

In honor of your outstanding volunteerism and continued dedication to the youth in the community.

Presented this 1st day of March, 2023

Richard Hurt, Mayor

Certificate of Recognition

Presented to

Samantha Tarr

PTA President

Wood Canyon Elementary School

In honor of your outstanding volunteerism and continued dedication to the youth in the community.

Presented this 1st day of March, 2023

Richard Hurt, Mayor

Certificate of Recognition

Presented to

Tracy Brown

PTA President

Canyon Vista Elementary School

In honor of your outstanding volunteerism and continued dedication to the youth in the community.

Presented this 1st day of March, 2023

Richard Hurt, Mayor

Certificate of Recognition

Presented to

GREATER PERCEPTION SERVICES, INC.

Aliso Viejo
Business of the Month
March 2023

Presented this 1st day of March, 2023

Richard W. Hurt, Mayor

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
February 1, 2023, 7:00 PM
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Hurt called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:03 p.m.

ROLL CALL:

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

ABSENT: COUNCILMEMBER TIFFANY ACKLEY

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
RYAN STAGER, DEPUTY CITY ATTORNEY
MATTHEW RICHARDSON, DEPUTY CITY ATTORNEY (*arrived at 7:40 p.m.*)
MITZI ORTIZ, CITY CLERK
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. ALAN VILLANUEVA, CHIEF OF POLICE SERVICES

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

1. SPECIAL PRESENTATIONS:

1.1. RECOGNITION OF ALISO VIEJO LITTLE LEAGUE - 8-10 YEAR OLD DISTRICT 55 AND SECTION 10 CHAMPIONS

Mayor Hurt presented the certificates of recognition to Team Manager Ryan Johnson. Mr. Johnson expressed his appreciation.

1.2. RECOGNITION OF ALISO VIEJO LITTLE LEAGUE - 9-11 YEAR OLD DISTRICT 55 AND SECTION 10 CHAMPIONS

Mayor Hurt presented the certificates of recognition to Team Manager Nadim Najm. Mr. Najm expressed his appreciation.

1.3. RECOGNITION OF ALISO VIEJO LITTLE LEAGUE - LITTLE LEAGUE DISTRICT 55 CHAMPIONS

Mayor Hurt presented the certificates of recognition to Team Manager Chuck Alderman. Mr. Alderman expressed his appreciation.

1.4. PROCLAMATION - BLACK HISTORY MONTH

Mayor Hurt presented the proclamation to St. Mary's School Trustee Member Kelly Garrett Zeigler. Ms. Zeigler expressed her appreciation and commented on the importance of the designation.

1.5. INTRODUCTION OF CHIEF OF POLICE SERVICES CAPTAIN ALAN VILLANUEVA

City Manager David Doyle introduced Chief of Police Services Captain Alan Villanueva. Captain Villanueva expressed his appreciation for the welcome.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

Deputy City Attorney Ryan Stager requested the addition of the following Closed Session item:

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

due to receipt of a demand letter and threat of litigation under the California Voting Rights Act received on January 31, 2023.

Motion: Councilmember Chun moved and Mayor Pro Tem Munzing seconded to
1. Find that the item arose after the agenda was posted and there's an immediate need for City Council action; and
2. Approve the addition of the Closed Session item.

Motion carried 4-0-1, with Councilmember Ackley absent.

3. COMMUNITY INPUT:

None.

4. CONSENT CALENDAR:

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

Motion: Mayor Pro Tem Munzing moved and Councilmember Chun seconded to approve the recommended actions. Motion carried 4-0-1, with Councilmember Ackley absent.

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 January 18, 2023 Special Meeting and the 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.

4.5. TREASURER'S STATEMENT – DECEMBER 2022

Recommended Action: Receive and file the December 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.

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

City Manager David Doyle introduced Community Development Director So Kim, who provided an overview. Staff responded to questions regarding permit fees, difference between ADUs and JADUs, and state legislation. Mayor Hurt opened the public hearing. There were no comments. Mayor Hurt closed the public hearing.

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

Motion: Councilmember Munzing moved and Councilmember Duncan seconded to approve the recommended actions. Motion carried 4-0-1, with Councilmember Ackley absent.

6. DISCUSSION:

6.1. APPOINTMENT OF SCAG GENERAL ASSEMBLY DELEGATE

City Manager David Doyle provided an overview.

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

Motion: Mayor Pro Tem Munzing moved and Mayor Hurt seconded to appoint Councilmember Chun as delegate and Mayor Hurt as alternate. Motion carried 4-0-1, with Councilmember Ackley absent.

7. CITY MANAGER' S REPORT:

City Manager David Doyle wished everyone a happy Valentine’s Day.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Duncan:

- Expressed appreciation to all involved with Aliso Viejo Little League
- Attended New Mayors and Council Members Academy

Councilmember Chun:

- Congratulated Boys & Girls Clubs of Capistrano Valley 2022 Youth of the Year Luis Alva Roman

- Participated in OCFA ride along
- Participated in American Red Cross 2023 Cycle Challenge
- Expressed appreciation to City staff and the American Red Cross for recent blood drive
- Attended Aliso Viejo Chamber of Commerce After Hours Event
- Congratulated Laguna Niguel Mayor Sandy Rains for appointment as OCFA Board of Directors Chair
- Attended Soka University event featuring Deputy Leader of the Norwegian Nobel Committee Dr. Asle Toje

Mayor Pro Tem Munzing:
- Attended Aliso Viejo Chamber of Commerce After Hours Event
- Attended Boys & Girls Clubs of Capistrano Valley 2022 Youth of the Year Celebration

Mayor Hurt:
- Attended Boys & Girls Clubs of Capistrano Valley 2022 Youth of the Year Celebration
- Attended New Mayors and Council Members Academy
- Obtained consensus to consider resolution in support of the Iranian American community at next City Council meeting
- Announced appointment as Vice Chair of TCA Joint Capital Programs and Projects Committee and Joint Toll Operations Committee
- Encouraged residents to learn more about Black History Month

MAYOR HURT RECESSED THE MEETING TO CLOSED SESSION AT 7:41 P.M. AND RECONVENED AT 8:21 P.M.

REPORT FROM CLOSED SESSION:

Deputy City Attorney Matthew Richardson stated no reportable action was taken.

9. **ADJOURNMENT:** Mayor Hurt adjourned the meeting at 8:21 p.m. to the next regularly scheduled of February 15, 2023.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
RICHARD W. HURT
MAYOR

DRAFT

City of Aliso Viejo
AGENDA ITEM

DATE: March 1, 2023

TO: Mayor and City Council

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

SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND 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:

Conduct second reading and adopt 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.

Discussion:

On February 1, 2023, the City Council introduced the subject Ordinance. The Ordinance is now being presented for its second reading and adoption. If adopted, the Ordinance will take effect 30 days after adoption.

Attachment:

1. Ordinance

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:

_____
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 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.

City of Aliso Viejo
AGENDA ITEM

DATE: March 1, 2023

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: ACCOUNTS PAYABLE

Recommended Actions:

1. Ratify accounts payable checks and electronic funds transfers issued on February 2, 2023, in the amount of $398,677.02; and

2. Ratify accounts payable checks and electronic funds transfers issued on February 16, 2023, in the amount of $1,352,075.70.

Fiscal Impact:

Expenditures in the amount of $1,750,752.72.

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 February 2, 2023 through February 16, 2023, for a total of $1,750,752.72, 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
02/02/2023

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
UNITED OF OMAHA LIFE INSURANCE CO.	LIFE INSURANCE_FEB 2023	1,519.43
CALPERS HEALTH	FEB'23 CALPERS HEALTH PREMIUM	27,937.41
CALPERS HEALTH	FEB'23-COUNCIL-CALPERS HEALTH PREMIUM	3,478.57
STC TRAFFIC, INC	DEC'22 ON-CALL TRAFFIC CONSULTING SERVICES	281.25
STC TRAFFIC, INC	DEC'22 ON-CALL TRAFFIC CONSULTING SERVICES	281.25
BEST BEST & KRIEGER	DEC'22 MAJOR GENERAL PLAN UPDATE-SPECIAL PROJECTS	697.50
HF&H CONSULTANTS LLC	DEC'22 SOLID WASTE COMPLIANCE AUDIT	1,458.75
HOWARD BUILDING CORPORATION	P#2021-0481_45 ENTERPRISE_HOWARD BUILDING CORP.	3,000.00
		38,654.16
CITY COUNCIL		
US BANK PURCHASING CARD PROGRAM	LL-M. DUNCAN NAMEPLATE FOR IPCC	28.14
	CITY COUNCIL TOTAL:	**28.14**
CITY MANAGER		
CALPERS HEALTH	FEB'23-PG-HEALTH PREMIUM	151.00
CALIFORNIA ASSSOCIATION OF PUBLIC INFORMATION OFFI	C.CHENG-1/25 WEBINAR_STATE OF COMMUNICATIONS	30.00
	CITY MANAGER TOTAL:	**181.00**
ECONOMIC DEVELOPMENT		
KOSMONT & ASSOCIATES	DEC'22 ECONOMIC DEVELOPMENT SERVICE SDP-2022-00004	3,876.00
BEST BEST & KRIEGER	DEC'22 BBK 89 PLAYA CIRCLE	2,839.91
	ECONOMIC DEVELOPMENT TOTAL:	**6,715.91**
HUMAN RESOURCES		
SOUTH COAST MEDICAL GROUP	NOV-DEC'22 TB TESTS & EMPLOYEE EXAMS & FLU SHOTS	690.00
	HUMAN RESOURCES TOTAL:	**690.00**
CITY CLERK		
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	L. LONG-IIMC ANNUAL ASSOC. MBR RENEWAL-TO 3/31/24	125.00
US BANK PURCHASING CARD PROGRAM	MO-IIMC 77TH ANNUAL CONFERENCE IN MN_5/14-5/17/23	625.00
	CITY CLERK TOTAL:	**750.00**
CITY ATTORNEY		
BEST BEST & KRIEGER	DEC'22 BBK LEGAL SERVICES-CC	5,375.20
BEST BEST & KRIEGER	DEC'22 BBK LEGAL SERVICES	23,288.00
BEST BEST & KRIEGER	DEC'22 MAJOR GENERAL PLAN UPDATE-SPECIAL PROJECTS	1,143.90
BEST BEST & KRIEGER	DEC'22 BBK NPDES	558.00
BEST BEST & KRIEGER	DEC'22 BBK GENERAL LITIGATION	18,842.00
BEST BEST & KRIEGER	DEC'22 BBK - #801 TOWN CTR SPECIFIC PLAN	8,697.00
	CITY ATTORNEY TOTAL:	**57,904.10**
FINANCE		
FHN FINANCIAL MAIN STREET ADVISORS LLC	OCT-DEC'22 INVESTMENT ADVISORY SERVICES	3,750.00
CALPERS HEALTH	FEB'23 CALPERS ADMIN FEE	98.15
CALPERS HEALTH	FEB'23 CALPERS ADMIN FEE	11.48
GARDAWORLD	DEC'22 -CH-CASH COURIER SERVICE	485.09
GARDAWORLD	JAN'23 -CH-CASH COURIER SERVICE	481.55
PARS	NOV'22 PARS REP FEES	300.00
ROGERS ANDERSON MALODY & SCOTT LLP	FY21-22 AUDIT & PROG. BILLING	3,500.00
ROGERS ANDERSON MALODY & SCOTT LLP	FY21-22 GANN LIMIT REVIEW REPORT	650.00
US BANK PURCHASING CARD PROGRAM	AE 01/23/23 GFOA - ANNUAL ACFR AWARD APPLICATION	610.00
US BANK PURCHASING CARD PROGRAM	AE 01/23/23 CSMFO - CONFERENCE REGISTRATION	100.00
US BANK PURCHASING CARD PROGRAM	AE 01/23/23 GFOA - GASB UPDATE TRAINING	180.00
US BANK PURCHASING CARD PROGRAM	AE CSMFO CONFERENCE SHERATON HOTEL - ONE NIGHT	243.07
HDL COREN & CONE	JAN-MAR'23 CONTRACT SERVICES PROPERTY TAX	3,655.41
US BANK PURCHASING CARD PROGRAM	SM TYLER TECHNOLOGIES - 1099 TRAINING	275.00
	FINANCE TOTAL:	**14,339.75**
INFORMATION TECHNOLOGY		
NATHAN M KEETER	JAN'23 - NETWORK SUPPORT & SECURITY	416.67
JOSE RUEL FABELLA DIRA	DEC'22 ENERGOV & GIS	1,000.00

Vendor Name	Description (Item)	Amount
AT&T	JAN'23 ACCT#5094 CH-AT&T FIBER INTERNET	1,105.52
STAPLES ADVANTAGE	HP DesignJet InkJet LF Format PPR	160.94
STAPLES ADVANTAGE	PAPER INST DRY GLOSS 36X100	522.57
SHI INTERNATIONAL CORP	SURFACE DOCK 2	501.04
SHI INTERNATIONAL CORP	4K UHD LED TV - AV RANCH	4,116.66
SHI INTERNATIONAL CORP	FY22-23 BARRACUDA EQUIPMENT & ANNUAL SUBSCRIPTIO	23,500.89
SHI INTERNATIONAL CORP	HP E27U G4 27' QHDUSB-C MONITORS	1,736.24
SHI INTERNATIONAL CORP	FY22-23 CISCO MERAKI ANNUAL LICENSE	10,913.75
SHI INTERNATIONAL CORP	FY22-23 BLUEBEAM ANNUAL LICENSE	6,750.00
US BANK PURCHASING CARD PROGRAM	IA-DEC'22 EOC YOUTUBE MONTHLY SUBSCR	64.99
US BANK PURCHASING CARD PROGRAM	IA-DEC'22-23 ALISOVIEJOAQUATICSCENTER.COM ANNUAL	20.17
US BANK PURCHASING CARD PROGRAM	IA-DEC'22 WAITWHILE	159.00
US BANK PURCHASING CARD PROGRAM	IA-DEC'22-23 SHOPALISO.COM ANNUAL-GODADDY SUBSCR	41.34
US BANK PURCHASING CARD PROGRAM	IA-DEC'22-23 CITYOFALISOVIEJO.COM ANNUAL-GODADDY	48.15
US BANK PURCHASING CARD PROGRAM	IA-12/7/22 BLUEBEAM STUDIO PRIME ANNUAL SUBSCR	2,340.00
US BANK PURCHASING CARD PROGRAM	IA-11/29/22 STELLAR DATA RECOVERY	299.00
TANGENT COMPUTERS INC	CH JAN'23 MICROSOFT 365 E3 LICENSES & SUP	2,999.86
LUNAVI, INC	DEC'22 LATE FEES FOR OFFSITE BACKUP STORAGE	41.71
LUNAVI, INC	JAN'23 OFFSITE BACKUP STORAGE	1,314.11
COX COMMUNICATIONS, INC	JAN'23 INTERNET #0202 TV/CABLE - CITYHALL	178.09
COX COMMUNICATIONS, INC	JAN'23 ACCT#9302	85.39
	INFORMATION TECHNOLOGY TOTAL:	**58,316.09**
NON-DEPARTMENTAL		
NESTLE WATERS NORTH AMERICA	JAN'23-CH-COFFEE/WATER FILTRATION & FLTR SVC	53.83
IPROMOTEU.COM INC	BUS CARDS-M DELGADILLO & R HURT	94.71
RICOH USA	JAN'23 RICOH 2504 (BACK OFFICE)-COPIES	64.84
NIEVES LANDSCAPE INC	JAN'23 VISTA LANDSCAPING	1,028.96
FEDERAL EXPRESS	1/11/23-COUNCIL MAIL_RC	12.40
MOULTON NIGUEL WATER DIST	VISTA PARK WATER - METER#73572206	127.55
US BANK PURCHASING CARD PROGRAM	KB-HOMEDEPOT - IGLESIA PLUMBING REPAIR	138.21
US BANK PURCHASING CARD PROGRAM	LL-CC DINNER 1/18 URBANE CAFE	217.84
	NON-DEPARTMENTAL TOTAL:	**1,738.34**
C. S. ADMINISTRATION		
CALPERS HEALTH	FEB'23-HW-HEALTH PREMIUM	151.00
CALPERS HEALTH	FEB'23-DP-HEALTH PREMIUM	151.00
US BANK PURCHASING CARD PROGRAM	EM-JAN'23 CPRS REC SPECIALIST JOB POSTING	75.00
US BANK PURCHASING CARD PROGRAM	MO-FB CAMPAIGNS_BKFST W SANTA & WINTER REC CLASSES	23.56
	C. S. ADMINISTRATION TOTAL:	**400.56**
IGLESIA PARK		
NIEVES LANDSCAPE INC	JAN'23 IGLESIA LANDSCAPING	6,846.00
EL TORO WATER DISTRICT	DEC'22 METER#3499 IGLESIA PARK	1,151.44
EL TORO WATER DISTRICT	DEC'22 METER#4114 IGLESIA PARK	909.29
	IGLESIA PARK TOTAL:	**8,906.73**
IGLESIA BUILDING		
PROTECTION ONE ALARM MONITORING INC	1/17/23-2/16/23 IGLESIA ALARM ACCT#8019	50.00
PROTECTION ONE ALARM MONITORING INC	12/17/22-1/16/23 IGLESIA ALARM	50.00
ZAPP PEST MANAGEMENT	JAN'23 PEST CONTROL SERVICE IGLESIA PARK	75.00
PROTECTION ONE ALARM MONITORING INC	2/17/23-3/16/23 IGLESIA ALARM	50.00
EL TORO WATER DISTRICT	DEC'22 METER#5016 IGLESIA BLDG	223.46
	IGLESIA BUILDING TOTAL:	**448.46**
PLANNING		
TYLER TECHNOLOGIES-INCODE DIVISION	FY22-23 ENERGOV ANNUAL LICENSING FEES	64,652.00
CALPERS HEALTH	FEB'23-MF-HEALTH PREMIUM	151.00
AMBER GREGG NICHOLAS	NOV'22 HOUSING ELEMENT CONSULTANT	7,640.00
AMBER GREGG NICHOLAS	DEC'22 HOUSING ELEMENT CONSULTING	6,340.00
US BANK PURCHASING CARD PROGRAM	IA-NOV'22 CONSTANT CONTACT MONTHLY SUBSCR	45.00
ALISO VIEJO PARK PLAZA OWNERS ASSOCIATION	2020-2022 INITIAL AND ANNUAL OPTION (2) PAYMENTS	300.00
	PLANNING TOTAL:	**79,128.00**
ENGINEERING (GENERAL)		
RICHARD FISHER ASSOCIATES	DEC'22 ON CALL LANDSCAPE & ARCHITECTURAL SERVICES	3,716.82
US BANK PURCHASING CARD PROGRAM	SP-01/23/23-CEAOC ANNUAL DUES	50.00
	ENGINEERING (GENERAL) TOTAL:	**3,766.82**

Vendor Name	Description (Item)	Amount
LAW ENFORCEMENT-OTHER		
ALL CITY MANAGEMENT SERVICES	DEC'22 SCHOOL CROSSING GUARD SERVICES	11,993.32
	LAW ENFORCEMENT-OTHER TOTAL:	**11,993.32**
EOC		
US BANK PURCHASING CARD PROGRAM	SL-DONUTS FOR NEW STAFF	18.00
	EOC TOTAL:	**18.00**
	GENERAL FUND TOTAL:	**283,979.38**
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
ZAPP PEST MANAGEMENT	JAN'23 PEST CONTROL MONTHLY SERVICES - CITY HALL	75.00
GORM, INC	JAN'23 CITY HALL JANITORIAL SUPPLIES	515.09
PEAK LIGHTING & ELECTRIC INC	JAN'23 LIGHTING MAINTENANCE - CITY HALL	109.27
FOSTERS' GARDENS INC	JAN'23 CITY HALL PLANT MAINTENANCE	115.00
NIEVES LANDSCAPE INC	JAN'23 CITY HALL LANDSCAPING	678.00
MOULTON NIGUEL WATER DIST	CITY HALL WATER - METER #20728510	162.19
MOULTON NIGUEL WATER DIST	CITY HAL WATER - METER #59046010	83.09
MOULTON NIGUEL WATER DIST	CITY HALL WATER - METER #55627051	326.44
PACIFIC PARK II ASSOCIATION	FEB'23 CITY HALL HOA FEES	347.27
	NON-DEPARTMENTAL TOTAL:	**2,411.35**
GOVERNMENT BUILDINGS		
US BANK PURCHASING CARD PROGRAM	KB-HOMEDEPOT - CITY HALL 2ND FLOOR LIGHTING PMZ	91.57
	GOVERNMENT BUILDINGS TOTAL:	**91.57**
	GEN. FD-CITY HALL TOTAL:	**2,502.92**
103 - GF-AV RECREATION SERVICES		
JANEEN LAUDENBACK	REFUND FEE - GCF - PAIGE LAUDENBACK - 48663083	(500.00)
MICHAEL HUYNH	JAN'23 ACCOUNT CREDIT REFUND FROM CAMP TRANSFER	63.00
		-437.00
RECREATION SERVICES		
PRESS-TIGE ENTERPRISES INC	SEP'22 DRY CLEANING SERVICES	38.88
PRESS-TIGE ENTERPRISES INC	OCT'22 DRY CLEANING SERVICES	495.94
GARDAWORLD	DEC'22 -AVR-CASH COURIER SERVICE	425.60
GARDAWORLD	JAN'23 -AVR-CASH COURIER SERVICE	420.81
PRESS-TIGE ENTERPRISES INC	NOV'22 DRY CLEANING SERVICES	69.12
PRESS-TIGE ENTERPRISES INC	DEC'22 DRY CLEANING SERVICES	145.15
ZAPP PEST MANAGEMENT	JAN'23 PEST CONTROL SERVICES RANCH	95.00
PEAK LIGHTING & ELECTRIC INC	JAN'23 LIGHTING MAINTENANCE - RANCH	209.75
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	LOW VOLTAGE WIRE FOR FARM AND SEAL PACK	80.90
FOSTERS' GARDENS INC	JAN'23 RANCH PLANT MAINTENANCE	110.00
CINTAS CORPORATION NO. 2	FEB'23 AVR FIRST AID SERVICES	131.60
NIEVES LANDSCAPE INC	JAN'23 RANCH LANDSCAPING	2,262.67
NIEVES LANDSCAPE INC	JAN'23 RANCH REPLACE PLANT MATERIAL	62.21
MOULTON NIGUEL WATER DIST	FARM POND METER #20810819	85.56
MOULTON NIGUEL WATER DIST	FARM WATER - METER #88111100	83.09
MOULTON NIGUEL WATER DIST	RANCH WATER METER #86695356	326.44
MOULTON NIGUEL WATER DIST	RANCH WATER - METER #91147892/91086534	542.86
MOULTON NIGUEL WATER DIST	RANCH WATER - METER # 88110958	83.09
MOULTON NIGUEL WATER DIST	RANCH WATER - METER #88110973	92.44
SHI INTERNATIONAL CORP	VERKADA CAMERAS & LICENSES	4,271.73
TANGENT COMPUTERS INC	AVR JAN'23 MICROSOFT 365 E3 LICENSES & SUP	529.39
US BANK PURCHASING CARD PROGRAM	KB-HOMEDEPOT - RANCH HOLE SAW FOR LOW VOLT.	11.82
US BANK PURCHASING CARD PROGRAM	KB-HOMEDEPOT-RANCH FITTING FOR CONDUIT LOW VOLT	6.34
US BANK PURCHASING CARD PROGRAM	KB-HOMEDEPOT-PAINT & PAINT SUPPL. FOR RANCH WALLS	157.41
US BANK PURCHASING CARD PROGRAM	KB-HOMEDEPOT- RANCH LOW VOLT. AV BOXES FOR MILTI R	109.82
US BANK PURCHASING CARD PROGRAM	KB-HOMEDEPOT - OUTDOOR WIRE NUTS FOR LIGHTING	41.09
US BANK PURCHASING CARD PROGRAM	KB-HOMEDEPOT - OUTDOOR WATERPROOF NUTS FOR LIGHT.	56.35
US BANK PURCHASING CARD PROGRAM	KB-FLEXFIRE LEDS - BALLAST FOR OUTDOOR LIGHT. FARM	253.22
	RECREATION SERVICES TOTAL:	**11,198.28**
	GF-AV RECREATION SERVICES TOTAL:	**10,761.28**

Vendor Name	Description (Item)	Amount
203 - GAS TAX		
STREET MAINTENANCE		
BEAR ELECTRICAL SOLUTIONS INC	DEC'22 TRAFFIC SIGNAL MONITORING ROUTINE MAINT.	3,162.60
NIEVES LANDSCAPE INC	JAN'23 MEDIANS LANDSCAPING	1,586.00
MOULTON NIGUEL WATER DIST	MEDIANS METER #20778838	248.07
MOULTON NIGUEL WATER DIST	MEDIANS METER #68606544	511.56
MOULTON NIGUEL WATER DIST	MEDIAN METER #73572066	72.69
SAN DIEGO GAS & ELECTRIC	DEC'22 ACCT#6953 ST LGHTS & TRAFFIC CTRLRS	2,552.70
EL TORO WATER DISTRICT	DEC'22 METER#5675 CALLE CORTEZ	141.96
SANTA MARGARITA FORD	2023 F-150 SUPER CAB VIN#1FTEX1CP5PKD09543	31,541.41
	STREET MAINTENANCE TOTAL:	**39,816.99**
	GAS TAX TOTAL:	**39,816.99**
261 - CITY FAC.-AQUATIC CENTER		
PREMIER AQUATIC SERVICES	FEB'23- AQ CTR RETENTION FEES	(1,208.30)
		-1,208.30
GEN-AQUATIC CENTER		
GARDAWORLD	DEC'22 -AQ CTR-CASH COURIER SERVICE	485.08
GARDAWORLD	JAN'23 AQ CTR-CASH COURIER SERVICE	481.54
ZAPP PEST MANAGEMENT	JAN'23 PEST CONTROL SERVICES AQUATIC CENTER	75.00
PREMIER AQUATIC SERVICES	FEB'23- AQ CTR MANAGEMENT FEES	12,083.00
PEAK LIGHTING & ELECTRIC INC	JAN'23 LIGHTING MAINTENANCE - AQUATIC CENTER	265.79
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	JAN'23 AQ CENTER LAMPS FOR ENTRY WAY	10.78
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	JAN'23 AQUATIC CENTER SPA JET TIMER 15 MINS	60.34
NIEVES LANDSCAPE INC	JAN'23 AQUATIC CENTER LANDSCAPING	912.48
HASA INC	JAN'23 AQ CENTER MURIATIC ACID BULK DELIVERY	527.67
MOULTON NIGUEL WATER DIST	AQUATIC CENTER WATER - METER #10596054	677.92
MOULTON NIGUEL WATER DIST	AQUATIC CENTER WATER - METER #61992996	226.69
US BANK PURCHASING CARD PROGRAM	KB-DENAULTS HARDWARE - AQ CENTER HEATER HARDWARE	11.94
	GEN-AQUATIC CENTER TOTAL:	**15,818.23**
	CITY FAC.-AQUATIC CENTER TOTAL:	**14,609.93**
311 - STREET IMPROVEMENTS		
STREETS & HIGHWAYS		
CIVIL SOURCE, AN NV5 COMPANY	DEC'22-ALISO CREEK RD REHAB - WOLV. TO ALICIA INSP	3,930.00
CIVIL SOURCE, AN NV5 COMPANY	DEC'22 SLURRY SEAL INSPECTION SERVICES	3,710.00
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA	DEC'22 ENTERPRISE REHAB - ACR TO AVP DESIGN	975.00
	STREETS & HIGHWAYS TOTAL:	**8,615.00**
	STREET IMPROVEMENTS TOTAL:	**8,615.00**
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
NIEVES LANDSCAPE INC	DEC'22 RANCH DRAINAGE IMPROVEMENTS #419-288	7,228.47
NIEVES LANDSCAPE INC	DEC'22 RANCH DRAINAGE IMPROVEMENTS #419-285	4,123.92
NIEVES LANDSCAPE INC	DEC'22 RANCH DRAINAGE IMPROVEMENTS #419-303	1,469.77
NIEVES LANDSCAPE INC	DEC'22 RANCH DRAINAGE IMPROVEMENTS #419-284	7,528.77
	CAPITAL IMPROVEMENTS TOTAL:	**20,350.93**
	CAPITAL IMPROVEMENTS TOTAL:	**20,350.93**
411 - DEBT SERVICE		
DEBT SERVICE		
KOPPEL & GRUBER PUBLIC FIN.	DEC'22 COP ADMIN SERV. - PREPARE & FILE REPORT	1,445.54
	DEBT SERVICE TOTAL:	**1,445.54**
	DEBT SERVICE TOTAL:	**1,445.54**
731 - CFD 2005-01		
TRUST FUND		
KOPPEL & GRUBER PUBLIC FIN.	OCT'22 - DEC'22 CFD ADMIN SERVICES	2,171.55
	TRUST FUND TOTAL:	**2,171.55**
	CFD 2005-01 TOTAL:	**2,171.55**

Vendor Name	Description (Item)	Amount
741 - RENEWABLE FARMS		
JANEEN LAUDENBACK	RENEWABLE FARMS FINAL PAYMENT REFUND - 48663083	3,250.00
AARON FLORA	DEC'22 RENEWABLE FARMS - RETENTION PAYMENT	(1,241.50)
		2,008.50
RECREATION SERVICES		
AARON FLORA	DEC'22 RENEWABLE FARMS - PAYMENT	12,415.00
	RECREATION SERVICES TOTAL:	**12,415.00**
	RENEWABLE FARMS TOTAL:	**14,423.50**
	GRAND TOTAL:	**398,677.02**

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	283,979.38	283,979.38
102 - GEN. FD-CITY HALL	2,502.92	2,502.92
103 - GF-AV RECREATION SERVICES	10,761.28	10,761.28
203 - GAS TAX	39,816.99	39,816.99
261 - CITY FAC.-AQUATIC CENTER	14,609.93	14,609.93
311 - STREET IMPROVEMENTS	8,615.00	8,615.00
331 - CAPITAL IMPROVEMENTS	20,350.93	20,350.93
411 - DEBT SERVICE	1,445.54	1,445.54
731 - CFD 2005-01	2,171.55	2,171.55
741 - RENEWABLE FARMS	14,423.50	14,423.50
Grand Total:	**398,677.02**	**398,677.02**

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	283,979.38
102 - GEN. FD-CITY HALL	2,502.92
103 - GF-AV RECREATION SERVICES	10,761.28
203 - GAS TAX	39,816.99
261 - CITY FAC.-AQUATIC CENTER	14,609.93
311 - STREET IMPROVEMENTS	8,615.00
331 - CAPITAL IMPROVEMENTS	20,350.93
411 - DEBT SERVICE	1,445.54
731 - CFD 2005-01	2,171.55
741 - RENEWABLE FARMS	14,423.50
Grand Total:	**398,677.02**

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	1,458.75
101-2506-000	MEDICAL INSURANCE PA	31,415.98
101-2507-000	LIFE INSURANCE PAYABL	1,519.43
101-2602-000	PLANNING DEPOSIT	1,260.00
101-2606-000	C & D DEPOSIT	3,000.00
101-4-1101-4601-000	SUPPLIES	28.14
101-4-1501-4206-000	MEDICAL INSURANCE	151.00
101-4-1501-4520-000	MTGS/CONF./TRNG & D	30.00
101-4-1502-4302-000	ECONOMIC DEVELOPME	6,715.91
101-4-1503-4309-000	OTHER CONTRACTUAL S	690.00
101-4-1601-4520-000	MTGS/CONF./TRNG & D	625.00
101-4-1601-4521-000	MEMBERSHIP & DUES	125.00
101-4-2101-4304-000	LEGAL SERVICES	28,663.20
101-4-2101-4532-000	SPECIAL PROJECTS	9,840.90
101-4-2101-4701-000	NPDES	558.00
101-4-2101-4735-000	LITIGATION	18,842.00
101-4-2501-4301-000	PROFESSIONAL SERVICE	12,165.41
101-4-2501-4309-000	OTHER CONTRACTUAL S	1,376.27
101-4-2501-4520-000	MTGS/CONF./TRNG & D	798.07
101-4-3101-4301-000	PROFESSIONAL SERVICE	1,416.67
101-4-3101-4305-000	TECHNOLOGY SERVICES	1,433.99
101-4-3101-4481-000	COMPUTER EXPENSE	54,643.86
101-4-3101-4601-000	SUPPLIES	522.57
101-4-3101-4611-000	PUBLICATIONS/REF MAT	299.00
101-4-3501-4431-000	BUILDING & GROUND M	1,294.72
101-4-3501-4512-000	POSTAGE	12.40
101-4-3501-4513-000	PRINTING	159.55
101-4-3501-4601-000	SUPPLIES	53.83
101-4-3501-4612-000	OPERATING SUPPLIES	217.84
101-4-4101-4206-000	MEDICAL INSURANCE	302.00
101-4-4101-4501-000	ADVERTISING & PROMO	23.56
101-4-4101-4520-000	MTGS/CONF./TRNG & D	75.00
101-4-4102-4411-000	UTILITIES	2,060.73
101-4-4102-4431-000	BUILDING & GROUND M	6,846.00
101-4-4103-4309-000	OTHER CONTRACTUAL S	150.00
101-4-4103-4411-000	UTILITIES	223.46
101-4-4103-4431-000	BUILDING & GROUND M	75.00
101-4-4401-4206-000	MEDICAL INSURANCE	151.00
101-4-4401-4305-000	PLANNING TECHNOLOG	64,652.00
101-4-4401-4532-000	SPECIAL PROJECTS	345.00
101-4-4401-4732-000	C.S-PLANNING	13,980.00
101-4-4501-4521-000	MEMBERSHIP & DUES	50.00
101-4-4501-4741-000	C.S-CITY ENGINEERING	3,716.82

Account Summary

Account Number	Account Name	Payment Amount
101-4-5102-4721-000	C.S-CROSSING GUARDS	11,993.32
101-4-5401-4612-000	OPERATING SUPPLIES	18.00
102-4-3501-4411-000	UTILITIES	571.72
102-4-3501-4431-000	BUILDING & GROUND M	1,839.63
102-4-8101-5910-000	IMPROVEMENTS	91.57
103-2610-000	MISC. DEPOSITS PAYABL	63.00
103-34169	REFUNDS	-500.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	4,801.12
103-4-4105-4411-000	UTILITIES	1,044.83
103-4-4105-4431-000	BUILDING & GROUND M	3,025.02
103-4-4105-4451-000	FARM OPERATING EXPE	600.21
103-4-4105-4561-000	TAXES/FEES/PERMITS	846.41
103-4-4105-4601-000	SUPPLIES	131.60
103-4-4105-4612-000	OPERATING SUPPLIES	749.09
203-4-4503-4411-000	UTILITIES	3,526.98
203-4-4503-4771-000	C.S-STREET MAINTENAN	4,748.60
203-4-4503-4803-000	STREET MAINT EQUIP	31,541.41
261-2103-000	RETENTIONS PAYABLE	-1,208.30
261-4-6161-7401-000	EQUIPMENT MAINTENA	83.06
261-4-6161-7411-000	UTILITIES	904.61
261-4-6161-7421-000	BUILDING & GROUND M	1,253.27
261-4-6161-7425-000	POOL MAINTENANCE	527.67
261-4-6161-7445-000	FEES & PERMITS	966.62
261-4-6161-7451-000	MANAGEMENT FEES	12,083.00
311-4-8301-5501-000	DESIGN	975.00
311-4-8301-5601-000	CONSTRUCTION MANAG	7,640.00
331-4-8701-5910-000	IMPROVEMENTS	20,350.93
411-4-7101-4542-000	INTEREST & FISCAL CHG	1,445.54
731-4-7501-4542-000	INTEREST & FISCAL CHG	2,171.55
741-2103-000	RETENTIONS PAYABLE	-1,241.50
741-37831	FARM RENTAL REVENUE	3,250.00
741-4-4105-4451-000	AV FARM OPERATING EX	12,415.00
	Grand Total:	**398,677.02**

Project Account Summary

Project Account Key	Payment Amount
None	357,834.35
0014701	558.00
0495910	20,350.93
1285501	975.00
1355601	3,710.00
1365601	3,930.00
8012101	9,840.90
9014612	217.84
SDP-2022-0004	697.50
SPA-2022-00001	281.25
USE-2022-00009	281.25
Grand Total:	**398,677.02**

Accounts Payable
02/16/2023

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
CHOICE BUILDER	MAR'23 DENTAL	2,570.46
CHOICE BUILDER	FEB'23 DENTAL ADJ	145.88
CHOICE BUILDER	JAN'23 DENTAL ADJ	145.88
CHOICE BUILDER	MAR'23 VISION	406.79
CHARLES ABBOTT ASSOC INC	DEC'22 CAA ENG 5046 NX UTILITIES	50.37
CHARLES ABBOTT ASSOC INC	DEC'22 CAA ENG 5005 SCE - SADDLEBACK	75.56
CHARLES ABBOTT ASSOC INC	DEC'22 CAA ENG 5049 COX UTILITY	226.69
CHARLES ABBOTT ASSOC INC	DEC'22 CAA ENG 2251 26501 ALISO CREEK GRADING	750.54
CHARLES ABBOTT ASSOC INC	DEC'22 CAA ENG 2230 15-25 ENTERPRISE GRADING	226.69
CHARLES ABBOTT ASSOC INC	DEC'22 CAA ENG 5064 CLEAR THOUGHT CORP	251.88
CHARLES ABBOTT ASSOC INC	DEC'22 CAA ENG 5067 WEBBS GRAINWORKS	302.24
CHARLES ABBOTT ASSOC INC	DEC'22 CAA ENG 5002 AT&T	428.19
CHARLES ABBOTT ASSOC INC	DEC'22 CAA ENG 5004 MNWD	554.13
CHARLES ABBOTT ASSOC INC	DEC'22 CAA ENG 5003 COX	654.88
CHARLES ABBOTT ASSOC INC	DEC'22 CAA-7 COMPUTER STATIONS LEASE CREDIT	(350.00)
DEPT OF CONSERVATION	OCT-DEC'22 SEISMIC MAPPING FEES	4,042.93
DIVISION OF THE STATE ARCHITECT	OCT-DEC'22 CASP FEES	83.20
CA BUILDING STANDARDS COMMISSION	OCT-DEC'22 CA BLDG STANDARD ADMIN FEES	787.50
FRANS ERKELENS	BLDR22-00122_41 SOLITAIRE LN_FRANS ERKELENS	500.00
		11,853.81
CITY COUNCIL		
AT&T	DEC'22 CC PHONES	256.29
AT&T	NOV'22 CC PHONES	251.26
US BANK PURCHASING CARD PROGRAM	DL - 1/19 - MD - LOCC CONF - HYATT REGENCY	847.06
US BANK PURCHASING CARD PROGRAM	DL - 1/19 - RH - LOCC CONF - HYATT REGENCY	847.06
US BANK PURCHASING CARD PROGRAM	DL - 1/11 - RH - ACCOC NWLY ELECTD OFF ORIENTATION	200.00
	CITY COUNCIL TOTAL:	**2,401.67**
CITY MANAGER		
AT&T	DEC'22 CITY MANAGER PHONE	193.27
AT&T	DEC'22 HR PHONE	49.62
AT&T	NOV'22 HR PHONE	49.46
AT&T	NOV'22 CITY MANAGER PHONE	192.70
STAPLES ADVANTAGE	CM- OFFICE SUPPLIES - POST ITS - ORG - PENS	147.84
CITY OF BREA	DD - OCCMA DINNER RECEPTION	100.00
US BANK PURCHASING CARD PROGRAM	DD - 23 LOCC NM&CC - 1/18 - WED DINNER - RH+MD+DD	199.67
US BANK PURCHASING CARD PROGRAM	DD - 23 LOCC NM&CC - 1/19 - THURS LUNCH - RH+MD+DD	115.88
US BANK PURCHASING CARD PROGRAM	DD - 23 LOCC NEW MAYORS COUNCILMEMBER CONF AIRFARE	207.95
US BANK PURCHASING CARD PROGRAM	DD - 23 LOCC NM&CC - CAB TO HOTEL 1/17	45.00
US BANK PURCHASING CARD PROGRAM	DD - 23 LOCC NM&CC - SOUTHWEST EARLY CHECK-IN	20.00
US BANK PURCHASING CARD PROGRAM	DD - LUNCH MTG - B.PHILLIPS & G. BUELL	116.98
US BANK PURCHASING CARD PROGRAM	DD - 23 LOCC NM&CC - CAB TO HOME 1/19	20.10
US BANK PURCHASING CARD PROGRAM	DL - 1/19 - DD - LOCC CONF - HYATT REGENCY	597.24
US BANK PURCHASING CARD PROGRAM	DL - 1/03 - STAPLES - SUPPLIES	18.62
	CITY MANAGER TOTAL:	**2,074.33**
ECONOMIC DEVELOPMENT		
EFUEL LLC	JUL-SEP'23 Q3 SALES TAX-EFUEL	150,270.00
	ECONOMIC DEVELOPMENT TOTAL:	**150,270.00**
HUMAN RESOURCES		
CHARLES C STILL	JAN'23-AB SECURE LIVE SCAN FEES	62.00
US BANK PURCHASING CARD PROGRAM	DL - 1/05 - OCHR CONSORTIUM 23 MEMBERSHIP	250.00
	HUMAN RESOURCES TOTAL:	**312.00**
CITY CLERK		
CITY OF BREA	MO - OCCMA DINNER RECEPTION	100.00
	CITY CLERK TOTAL:	**100.00**

Vendor Name	Description (Item)	Amount
FINANCE		
GARDAWORLD	FEB'23 CASH COURIER SERVICE CITY HALL	479.79
CHOICE BUILDER	MAR'23 ADMIN FEE	35.00
THALES CONSULTING INC	FY21-22 SCO ANNUAL CITIES FINANCIAL TRANS. REPORT	1,300.00
STAPLES ADVANTAGE	TRACKBALL MOUSE + 1099 TAX FORMS & ENVELOPES	180.95
	FINANCE TOTAL:	**1,995.74**
INFORMATION TECHNOLOGY		
AT&T	JAN'23 - AT&T ELEVATOR LINE - CITY HALL	1,420.40
NATHAN M KEETER	FEB'23-NETWORK SUPPORT & SECURITY	416.67
AT&T	JAN'23 CH-ALARM/POTS LINE	3,046.34
AT&T	DEC'22 CH FLEET COMPLETE (HARDWARE & APP)	128.10
AT&T	DEC'22 CH MIFI	212.06
AT&T	DEC'22 EOC PHONES	109.25
AT&T	DEC'22 EOC MIFI	190.56
AT&T	DEC'22 NEW EQUIPMENT SALES TAX	244.89
AT&T	NOV'22 EOC MIFI	178.84
AT&T	NOV'22 CH MIFI	177.37
AT&T	NOV'22 EOC PHONES	108.05
AT&T	NOV'22 CH FLEET COMPLETE (HARDWARE & APP)	127.70
AT&T	NOV'22 NEW EQUIPMENT SALES TAX	439.46
COX COMMUNICATIONS, INC	FEB'23 ACCT #8802 CITY HALL INTERNET-FIBER 600MB	1,500.00
GOTO COMMUNICATIONS	FEB'23 CH GOTO VOIP SERVICE & SUPPORT	1,903.16
LUNAVI, INC	JAN'23 OFFSITE BACKUP STORAGE LATE FEES	19.72
LUNAVI, INC	FEB'23 OFFSITE BACKUP STORAGE	1,799.91
US BANK PURCHASING CARD PROGRAM	RC-OTTERBOX DEFENDER SERIES CASE AND SHIELD STAND	48.42
	INFORMATION TECHNOLOGY TOTAL:	**12,070.90**
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	FEB'23 - RECORDS OFF SITE STORAGE	545.86
PEAK LIGHTING & ELECTRIC INC	JAN'23 VISTA PARK LIGHTING MAINTENANCE	107.11
RICOH USA	NOV'22-JAN'23 RICOH PRO C5200S-COPIES	490.00
CINTAS CORPORATION NO. 2	JAN'23 CITY HALL FIRST AID SUPPLIES	192.38
VOYAGER FLEET SYSTEMS INC	DEC'22 CITY CAR FUEL	327.75
VOYAGER FLEET SYSTEMS INC	JAN'23 CITY CAR FUEL	380.42
QUADIENT LEASING USA INC	11/28/22-2/27/23_POSTAGE MACHINE LEASE	590.39
	NON-DEPARTMENTAL TOTAL:	**2,633.91**
C. S. ADMINISTRATION		
CABCO YELLOW INC	JAN'23 SMP R&CS CONTRIBUTION	455.00
ALLIANT INSURANCE SERVICES INC	INSURANCE JAMFEST APRIL 2023 PLCY#MKLV7PBC001381	408.00
ERIC WINTER	JAN'23 2023 SUMMER CAMPS VIDEO	874.47
US BANK PURCHASING CARD PROGRAM	NL GUM SCRAPER TOOL FOR AV RANCH	6.73
US BANK PURCHASING CARD PROGRAM	NL HDMI ADAPTER FOR AV RANCH	15.02
	C. S. ADMINISTRATION TOTAL:	**1,759.22**
IGLESIA PARK		
PV MAINTENANCE INC	JAN'23 IGLESIA PARK MAINTENANCE	766.80
	IGLESIA PARK TOTAL:	**766.80**
IGLESIA PARK COMMUNITY CENTER		
BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	DEC'22 ELEMENTARY & TEEN KEYSTONE PROGRAM	12,879.13
	IGLESIA PARK COMMUNITY CENTER TOTAL:	**12,879.13**
PLANNING		
CIVIC SOLUTIONS INC	JAN'23 JK-PLANNING CONSULTANT SERVICES	10,940.00
CIVIC SOLUTIONS INC	JAN'23 GB-AVTC CONSULTING SERVICES	1,040.00
REBECCA J CAHA	JAN'23 AFFORD. HOUSING CONSULTANT SERVICES	2,200.00
BRIAN JAMES CORNELIUS	JAN'23 AV TOWN CENTER CONSULTING SERVICES	4,950.00
	PLANNING TOTAL:	**19,130.00**
BUILDING		
CHARLES ABBOTT ASSOC INC	DEC'22 CAA BUILDING SERVICES	43,558.34
	BUILDING TOTAL:	**43,558.34**
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	DEC'22 CAA CODE ENFORCEMENT	6,681.43
	CODE ENFORCEMENT TOTAL:	**6,681.43**
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	FEB'23 WAREHOUSE LEASE	1,035.00

Vendor Name	Description (Item)	Amount
AT&T	DEC'22 PW TABLETS	117.48
AT&T	NOV'22 PW TABLET	120.72
CHARLES ABBOTT ASSOC INC	DEC'22 CAA NPDES COSTS	13,894.65
CHARLES ABBOTT ASSOC INC	DEC'22 CAA SOLID WASTE	8,730.40
CHARLES ABBOTT ASSOC INC	DEC'22 CAA PW ENGINEERING-ADMIN	2,669.50
	ENGINEERING (GENERAL) TOTAL:	**26,567.75**
STREET MAINTENANCE		
PV MAINTENANCE INC	JAN'23 STREET MAINTENANCE (45%)	15,838.11
PV MAINTENANCE INC	JAN'23 STORM CALLS	3,972.50
CHARLES ABBOTT ASSOC INC	DEC'22 CAA STREET MAINTENANCE	7,414.30
	STREET MAINTENANCE TOTAL:	**27,224.91**
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	FEB'23 BODY WORN CAMERA	13,912.44
COUNTY OF ORANGE	FEB'23 IN CAR VIDEO	7,823.85
COUNTY OF ORANGE	FEB'23 LAW ENFORCEMENT	798,643.94
COUNTY OF ORANGE	FEB'23 LAW ENFORCEMENT CREDIT	(2,066.06)
	LAW ENFORCEMENT-CONTRACT TOTAL:	**818,314.17**
LAW ENFORCEMENT-OTHER		
AT&T	DEC'22 PALS PHONE	44.58
AT&T	NOV'22 PALS PHONE	45.42
VOYAGER FLEET SYSTEMS INC	DEC'22 MOTORCYCLE FUEL & CAR WASHES	540.41
VOYAGER FLEET SYSTEMS INC	JAN'23 MOTORCYCLE FUEL & CAR WASHES	351.73
US BANK PURCHASING CARD PROGRAM	C.SM - BAGS FOR CSO WATSON	6.44
US BANK PURCHASING CARD PROGRAM	C.SM - FOOD FOR PERKINS OPERATION	229.02
US BANK PURCHASING CARD PROGRAM	CP-SERGEANT PHILLIPS VEHICLE MAINTENANCE	25.99
US BANK PURCHASING CARD PROGRAM	CP-ACE HARDWARE KEY RINGS	22.20
US BANK PURCHASING CARD PROGRAM	CP-FOOD FOR CAPTAIN MERRILL EVENT	39.48
US BANK PURCHASING CARD PROGRAM	CP-BADGE FRAME DIERCKMAN MASTEN	43.10
US BANK PURCHASING CARD PROGRAM	CP-BADGE FRAME CALDER DEPASQUALE THOMAS LAMBI	96.53
BLUE 360 MEDIA LLC	CA VEHICLE CODE BOOK 2023 EDITION	57.20
BLUE 360 MEDIA LLC	CA PENAL CODE BOOK 2023 EDITION	68.25
COUNTY OF ORANGE	RADIO REPAIRS	706.89
COUNTY OF ORANGE	RADIO MAINTENANCE AND REPAIRS	307.10
	LAW ENFORCEMENT-OTHER TOTAL:	**2,584.34**
CRIME PREVENTION		
US BANK PURCHASING CARD PROGRAM	CP-DEC'22-FEB'23 STORAGE UNIT#75	1,275.00
	CRIME PREVENTION TOTAL:	**1,275.00**
EOC		
STAPLES ADVANTAGE	OFFICE SUPPLIES	96.69
STAPLES ADVANTAGE	EM BINDERS	56.02
STAPLES ADVANTAGE	CERT ACADEMY SUPPLIES	455.80
STAPLES ADVANTAGE	EM PLAN BINDERS	75.58
STAPLES ADVANTAGE	OFFICE SUPPLIES- INK	72.57
	EOC TOTAL:	**756.66**
	GENERAL FUND TOTAL:	**1,145,210.11**
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
THURSTON ELEVATOR CONCEPTS INC	FEB'23 ELEVATOR SERVICE CITY HALL	131.00
SO CAL EDISON	JAN'23 ACCT#4556 38 COLONIAL	64.47
SO CAL EDISON	JAN'23 ACCT#7189 CITY HALL	4,717.66
THE GAS COMPANY	JAN'23 MTR#6544 CITY HALL	2,629.79
	NON-DEPARTMENTAL TOTAL:	**7,542.92**
	GEN. FD-CITY HALL TOTAL:	**7,542.92**
103 - GF-AV RECREATION SERVICES		
RECREATION SERVICES		
PRESS-TIGE ENTERPRISES INC	JAN'23 RANCH LINEN DRY CLEANING	42.34
GARDAWORLD	FEB'23 CASH COURIER SERVICE RANCH	418.41
AT&T	JAN'23 AVR-ALARM/POTS LINE	1,015.44
TEAM ONE MANAGEMENT SERVICES	JAN'23 JANITORIAL SERVICES - RANCH + FARM	5,601.72
AT&T	DEC'22 REC PHONES	179.52

Vendor Name	Description (Item)	Amount
AT&T	DEC'22-REC TABLET	40.24
AT&T	NOV'22-REC TABLET	40.24
AT&T	NOV'22 REC PHONES	182.68
LYONS SECURITY SERVICE IN	JAN'23 AVR EVENT SECURITY	600.00
PEAK LIGHTING & ELECTRIC INC	JAN'23 RANCH WALK WAY LIGHTING REPAIRS	459.54
ENTRY CONTROL, INC	RANCH RE-PIN LOCK CORE EXTRA KEYS	45.47
HASA INC	JAN-MAR'23 QUARTERLY AQUAPONICS MAINT. FARM	440.00
GOTO COMMUNICATIONS	FEB'23 AVR GOTO VOIP SERVICE & SUPPORT	634.39
SO CAL EDISON	JAN'23 ACCT#4551 FARM	747.50
US BANK PURCHASING CARD PROGRAM	JB CITY DAY CAMP SUPPLIES	86.76
US BANK PURCHASING CARD PROGRAM	JB CITY DAY CAMP SUPPLIES	13.94
US BANK PURCHASING CARD PROGRAM	JB CITY DAY CAMP SUPPLIES	30.13
US BANK PURCHASING CARD PROGRAM	JB AMAZON DRAWER STORAGE	20.34
US BANK PURCHASING CARD PROGRAM	JB TARGET STORAGE	34.48
US BANK PURCHASING CARD PROGRAM	JB AMAZON STORAGE	86.19
US BANK PURCHASING CARD PROGRAM	JB TARGET STORAGE RETURN	(102.53)
US BANK PURCHASING CARD PROGRAM	JB AMAZON STORAGE PARTIAL RETURN	(86.19)
US BANK PURCHASING CARD PROGRAM	JB AMAZON STORAGE	192.29
US BANK PURCHASING CARD PROGRAM	JB AMAZON DRAWER STORAGE RETURN	(20.34)
	RECREATION SERVICES TOTAL:	**10,702.56**
	GF-AV RECREATION SERVICES TOTAL:	**10,702.56**

203 - GAS TAX

TRAFFIC ENGINEERING

HARTZOG & CRABILL INC	JAN'23 TRAFFIC SIGNAL MONITORING	1,343.75
	TRAFFIC ENGINEERING TOTAL:	**1,343.75**

STREET MAINTENANCE

PV MAINTENANCE INC	JAN'23 STREET MAINTENANCE (GAS - 55%)	19,357.70
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	FEB'23 30 TICKETS + DATABASE MAINT.	62.50
BEAR ELECTRICAL SOLUTIONS INC	DEC'22 TRAFFIC SIGNAL MAINTENANCE SERV. RESPONSE	18,879.60
FOCUS SIGNS AND GRAPHICS, INC	PUBLIC WORKS STREET MAINTENANCE TRUCK DECALS	371.74
SO CAL EDISON	JAN'23 ACCT#6377 LS2	1,294.02
SO CAL EDISON	JAN'23 ACCT#7241 LS1 ST LGHTS	16,879.75
SO CAL EDISON	JAN'23 ACCT#8254 TC1	3,514.65
	STREET MAINTENANCE TOTAL:	**60,359.96**
	GAS TAX TOTAL:	**61,703.71**

204 - MEASURE M

GEN-MEASURE M

CABCO YELLOW INC	JAN'23 SMP M2 FUND	1,820.00
	GEN-MEASURE M TOTAL:	**1,820.00**
	MEASURE M TOTAL:	**1,820.00**

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	JAN-MAR'23 800MHZ COST ALLOCATION	6,702.00
COUNTY OF ORANGE	FEB'23 AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM	1,904.00
COUNTY OF ORANGE	FEB'23 MDC RECURRING	4,043.58
COUNTY OF ORANGE	FEB'23 MDC REPLACEMENT	1,550.49
COUNTY OF ORANGE	FEB'23 E CITATION REPLACEMENT COSTS	91.82
COUNTY OF ORANGE	FEB'23 E CITATION RECURRING COSTS	291.45
COUNTY OF ORANGE	FEB'23 MOTORCYCLE REPLACEMENT COSTS	65.92
	LAW ENFORCEMENT-OTHER TOTAL:	**14,649.26**
	PUBLIC SAFETY GRANTS TOTAL:	**14,649.26**

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS

ERIC WINTER	JAN'23-CC MTG1/18 SPRTSZN13-16 SITEVSTS&ADMIN	848.72
	GEN-TECHNOLOGY GRANTS TOTAL:	**848.72**
	TECHNOLOGY FUND TOTAL:	**848.72**

Vendor Name	Description (Item)	Amount
245 - DEVELOPMENT IMPACT		
GEN-DEVELOPMENT IMPACT		
VANTIS MAINTENANCE CORPORATION	FEB'23 38 COLONIAL WAY HOA FEE	374.79
THE GAS COMPANY	JAN'23 MTR#3825 38 COLONIAL	26.53
	GEN-DEVELOPMENT IMPACT TOTAL:	**401.32**
	DEVELOPMENT IMPACT TOTAL:	**401.32**
261 - CITY FAC.-AQUATIC CENTER		
PREMIER AQUATIC SERVICES	AQC OCT-DEC'22 SALES & USE TAX	110.00
		110.00
GEN-AQUATIC CENTER		
PV MAINTENANCE INC	JAN'23 PVM AQUATIC CENTER REC POOL	1,596.00
GARDAWORLD	FEB'23 CASH COURIER SERVICE AQUATIC CENTER	479.78
HASA INC	JAN'23 AQC POOL CHEMICALS - CHLORINE	362.49
COX COMMUNICATIONS, INC	JAN'23 ACCT#6701-AQ CTR INTERNET	497.57
THE GAS COMPANY	JAN'23 MTR#2349 AQC	13,877.57
PREMIER AQUATIC SERVICES	AQC JACK RABBIT SWIM REGISTRATION JAN'23	245.00
PREMIER AQUATIC SERVICES	AQC JACK RABBIT SWIM REGISTRATION FEB'23	245.00
PREMIER AQUATIC SERVICES	AQC FACILITY DECORATIONS	49.61
PREMIER AQUATIC SERVICES	AQC TOOLS & SUPPLIES TO PREMIER	456.34
PREMIER AQUATIC SERVICES	AQC FACILITY DECORATIONS	45.34
PREMIER AQUATIC SERVICES	AQC FACILITY DECORATIONS TO PREMIER	65.70
PREMIER AQUATIC SERVICES	AQC FACILITY DECORATIONS	48.58
PREMIER AQUATIC SERVICES	AQC IMPELLER TO FIX AUTOVAC	24.18
PREMIER AQUATIC SERVICES	AQC PROPANE FOR HEATERS	28.00
PREMIER AQUATIC SERVICES	AQC PROPANE FOR HEATERS	56.01
PREMIER AQUATIC SERVICES	AQC PROPANE FOR HEATERS	28.00
PREMIER AQUATIC SERVICES	AQC SWIM LESSON SUPPLIES	37.71
PREMIER AQUATIC SERVICES	AQC PROPANE FOR HEATERS	56.01
PREMIER AQUATIC SERVICES	AQC RECRUITMENT MARKETING SWIM LESSON MNGR JAN'23	135.47
PREMIER AQUATIC SERVICES	AQC RECRUITMENT MARKETING LIFEGUARD JAN'23	90.32
PREMIER AQUATIC SERVICES	AQC PROGRAM MARKETING JR. LIFEGUARD JAN'23	65.56
KNORR SYSTEMS INC	JAN'23 AQC MONTHLY MAINTENANCE SERVICES	1,792.64
	GEN-AQUATIC CENTER TOTAL:	**20,282.88**
	CITY FAC.-AQUATIC CENTER TOTAL:	**20,392.88**
311 - STREET IMPROVEMENTS		
TRAFFICE SAFETY		
HARTZOG & CRABILL INC	JAN'23 #130 ALISO CREEK ROAD RTSSP TRAFFIC OPS	692.50
	TRAFFICE SAFETY TOTAL:	**692.50**
STREETS & HIGHWAYS		
LOCAL AGENCY ENGINEERING, INC	NOV'22-JAN'23 ALISO CRK RD RHB/ENT/SR73 FED. SUP.	1,097.31
	STREETS & HIGHWAYS TOTAL:	**1,097.31**
	STREET IMPROVEMENTS TOTAL:	**1,789.81**
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
WESTERN A/V	RANCH AV SETUP EQUIPMENT, ENGINEERING, PROGRAMMING	47,891.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	LATE CHARGE FOR INVOICE#3952-1018887	6.49
INTERIOR OFFICE SOLUTIONS, INC	SUITE 200 OFFICE FURNITURE	4,614.08
INTERIOR OFFICE SOLUTIONS, INC	SUITE 200 CONFERENCE FURNITURE	24,129.37
INTERIOR OFFICE SOLUTIONS, INC	SUITE 200 CONF FURNITURE - LABOR + INSTALL	1,912.57
	CAPITAL IMPROVEMENTS TOTAL:	**78,553.51**
	CAPITAL IMPROVEMENTS TOTAL:	**78,553.51**
741 - RENEWABLE FARMS		
AARON FLORA	JAN'23 RENEWABLE FARMS RENTENTION	(940.10)
		-940.10

Vendor Name	Description (Item)	Amount
RECREATION SERVICES		
AARON FLORA	JAN'23 RENEWABLE FARMS PAYMENT	9,401.00
	RECREATION SERVICES TOTAL:	**9,401.00**
	RENEWABLE FARMS TOTAL:	**8,460.90**
	GRAND TOTAL:	**1,352,075.70**

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,145,210.11	1,145,210.11
102 - GEN. FD-CITY HALL	7,542.92	7,542.92
103 - GF-AV RECREATION SERVICES	10,702.56	10,702.56
203 - GAS TAX	61,703.71	61,703.71
204 - MEASURE M	1,820.00	1,820.00
215 - PUBLIC SAFETY GRANTS	14,649.26	14,649.26
241 - TECHNOLOGY FUND	848.72	848.72
245 - DEVELOPMENT IMPACT	401.32	401.32
261 - CITY FAC.-AQUATIC CENTER	20,392.88	20,392.88
311 - STREET IMPROVEMENTS	1,789.81	1,789.81
331 - CAPITAL IMPROVEMENTS	78,553.51	78,553.51
741 - RENEWABLE FARMS	8,460.90	8,460.90
Grand Total:	**1,352,075.70**	**1,352,075.70**

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,145,210.11
102 - GEN. FD-CITY HALL	7,542.92
103 - GF-AV RECREATION SERVICES	10,702.56
203 - GAS TAX	61,703.71
204 - MEASURE M	1,820.00
215 - PUBLIC SAFETY GRANTS	14,649.26
241 - TECHNOLOGY FUND	848.72
245 - DEVELOPMENT IMPACT	401.32
261 - CITY FAC.-AQUATIC CENTER	20,392.88
311 - STREET IMPROVEMENTS	1,789.81
331 - CAPITAL IMPROVEMENTS	78,553.51
741 - RENEWABLE FARMS	8,460.90
Grand Total:	**1,352,075.70**

Account Summary

Account Number	Account Name	Payment Amount
101-2505-000	DENTAL INSURANCE PAY	2,862.22
101-2508-000	VISION INSURANCE PAYA	406.79
101-2603-000	ENGINEERING DEPOSIT	3,521.17
101-2606-000	C & D DEPOSIT	500.00
101-36420	SMIP	4,042.93
101-36425	CASP CERT/TRNG	83.20
101-36430	BUILDING STANDARD FE	787.50
101-37505	INFORMATION TECHNOL	-350.00
101-4-1101-4511-000	COMMUNICATION	507.55
101-4-1101-4520-000	MTGS/CONF./TRNG & D	1,894.12
101-4-1501-4511-000	COMMUNICATION	485.05
101-4-1501-4520-000	MTGS/CONF./TRNG & D	1,422.82
101-4-1501-4601-000	SUPPLIES	166.46
101-4-1502-4781-000	C.S-OTHER	150,270.00
101-4-1503-4309-000	OTHER CONTRACTUAL S	62.00
101-4-1503-4521-000	MEMBERSHIP & DUES	250.00
101-4-1601-4520-000	MTGS/CONF./TRNG & D	100.00
101-4-2501-4309-000	OTHER CONTRACTUAL S	1,814.79
101-4-2501-4601-000	SUPPLIES	180.95
101-4-3101-4301-000	PROFESSIONAL SERVICE	416.67
101-4-3101-4305-000	TECHNOLOGY SERVICES	9,101.83
101-4-3101-4481-000	COMPUTER EXPENSE	2,552.40
101-4-3501-4421-000	EQUIPMENT RENTAL	1,080.39
101-4-3501-4431-000	BUILDING & GROUND M	107.11
101-4-3501-4471-000	RENT	545.86
101-4-3501-4516-000	FUEL	708.17
101-4-3501-4601-000	SUPPLIES	192.38
101-4-4101-4501-000	ADVERTISING & PROMO	874.47
101-4-4101-4522-000	INSURANCE EXPENSES	408.00
101-4-4101-4524-000	RECREATION-SENIOR TR	455.00
101-4-4101-4601-000	SUPPLIES	21.75
101-4-4102-4431-000	BUILDING & GROUND M	766.80
101-4-4104-4529-000	REC-YOUTH PROGRAMS	12,879.13
101-4-4401-4309-000	OTHER CONTRACTUAL S	14,180.00
101-4-4401-4532-000	SPECIAL PROJECTS	4,950.00
101-4-4402-4751-000	C.S-BUILDING	43,558.34
101-4-4403-4761-000	C.S-CODE ENFORCEMEN	6,681.43
101-4-4501-4471-000	RENT	1,035.00
101-4-4501-4612-000	OPERATING SUPPLIES	238.20
101-4-4501-4701-000	NPDES	13,894.65
101-4-4501-4702-000	AB939-SOLID WASTE	8,730.40

Account Summary

Account Number	Account Name	Payment Amount
101-4-4501-4741-000	C.S-CITY ENGINEERING	2,669.50
101-4-4503-4771-000	C.S-STREET MAINTENAN	27,224.91
101-4-5101-4308-000	LAW ENFORCEMENT	818,314.17
101-4-5102-4462-000	EQUIP MAINT-800MHZ	1,013.99
101-4-5102-4511-000	COMMUNICATION	90.00
101-4-5102-4516-000	FUEL	918.13
101-4-5102-4612-000	OPERATING SUPPLIES	562.22
101-4-5103-4471-000	RENT	1,275.00
101-4-5401-4612-000	OPERATING SUPPLIES	756.66
102-4-3501-4411-000	UTILITIES	7,411.92
102-4-3501-4431-000	BUILDING & GROUND M	131.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	1,649.83
103-4-4105-4431-000	BUILDING & GROUND M	6,706.73
103-4-4105-4451-000	FARM OPERATING EXPE	1,187.50
103-4-4105-4511-000	COMMUNICATION	442.68
103-4-4105-4561-000	TAXES/FEES/PERMITS	418.41
103-4-4105-4570-000	CITY CAMP EXPENSE	130.83
103-4-4105-4601-000	SUPPLIES	124.24
103-4-4105-4612-000	OPERATING SUPPLIES	42.34
203-4-4502-4301-000	PROFESSIONAL SERVICE	1,343.75
203-4-4503-4411-000	UTILITIES	21,688.42
203-4-4503-4771-000	C.S-STREET MAINTENAN	38,299.80
203-4-4503-4803-000	STREET MAINT EQUIP	371.74
204-4-6104-4309-000	OTHER CONTRACTUAL S	1,820.00
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM	14,649.26
241-4-6141-4309-000	OTHER CONTRACTUAL S	848.72
245-4-6145-5920-750	ACQUISITION	401.32
261-2102-000	VOUCHERS PAYABLE	110.00
261-4-6161-7401-000	EQUIPMENT MAINTENA	1,792.64
261-4-6161-7402-000	COMPUTER EXPENSE	490.00
261-4-6161-7411-000	UTILITIES	14,375.14
261-4-6161-7421-000	BUILDING & GROUND M	1,596.00
261-4-6161-7425-000	POOL MAINTENANCE	362.49
261-4-6161-7431-000	SUPPLIES	665.57
261-4-6161-7432-000	MINOR EQUIPMENT	24.18
261-4-6161-7433-000	OPERATING SUPPLIES	205.73
261-4-6161-7441-000	MARKETING	291.35
261-4-6161-7445-000	FEES & PERMITS	479.78
311-4-8201-5701-000	CONSTRUCTION	692.50
311-4-8301-5501-000	DESIGN	1,097.31
331-4-8701-5910-000	IMPROVEMENTS	78,553.51
741-2103-000	RETENTIONS PAYABLE	-940.10
741-4-4105-4451-000	AV FARM OPERATING EX	9,401.00
	Grand Total:	**1,352,075.70**

Project Account Summary

Project Account Key	Payment Amount
None	1,240,660.18
0014701	13,894.65
0495910	47,891.00
0575910	30,662.51
1305701	692.50
1345501	1,097.31
8014532	4,950.00
8994761	6,681.43
9294520	1,047.06
9304520	847.06
9974570	130.83

Project Account Summary

Project Account Key	Payment Amount
ENG 2230	226.69
ENG 2251	750.54
ENG 5002	428.19
ENG 5003	654.88
ENG 5004	554.13
ENG 5005	75.56
ENG 5046	50.37
ENG 5049	226.69
ENG 5064	251.88
ENG 5067	302.24
Grand Total:	**1,352,075.70**

City of Aliso Viejo
AGENDA ITEM

DATE: March 1, 2023

TO: Mayor and City Council

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

SUBJECT: TREASURER'S STATEMENT – JANUARY 2023

Recommended Action:

Receive and file the January 2023 Treasurer's Statement.

Fiscal Impact:

No Fiscal Impact.

Background:

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

Discussion:

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

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

Attachment:

1. January 2023 Treasurer's Statement

CITY OF ALISO VIEJO
TREASURER'S MONTHLY CASH STATEMENT

January 31, 2023

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE	
GENERAL FUND	$ 4,486,887.44	$ 5,227,586.96	$ 6,407,199.41		$ 3,307,274.99	
TCRF	$ 67,474.31	1,143.17			68,617.48	
GAS TAX FUND	$ 710,266.14	235,236.06	74,678.63		870,823.57	
MEASURE M	$ 636,316.95	172,090.79	3,066.00		805,341.74	
SB1-RMRA	$ (82,764.91)	97,633.71			14,868.80	
PUBLIC SAFETY GRANTS	$ 197,775.03	25,813.22	7,947.26		215,640.99	(1)
AIR QUALITY IMPRVMNT FD	$ 1,115,634.55	17,523.48			1,133,158.03	
INTEGRATED WASTE MGMT FD	$ 82,975.21	1,320.12	3,968.11		80,327.22	
OTHER GRANTS	$ (154,028.55)				(154,028.55)	
TECHNOLOGY GRANT	$ 247,862.91	7,150.47	4,418.22		250,595.16	
DEVELOPMENT IMPACT	$ 1,351,564.90	5,360.00	10,881.83		1,346,043.07	
FEDERAL GRANTS	$ (172,805.14)	199,893.45	31,393.59		(4,305.28)	
CITY FACILITY - AV CTR	$ 179,721.27	37.65			179,758.92	
CITY FACILITY - AQUATIC CTR	$ (92,676.42)	54,252.40	38,759.46		(77,183.48)	
STREET IMPROVEMENTS	$ 110,301.68	8,537.50	176,157.00		(57,317.82)	(2)
CAPITAL IMPROVEMENTS	$ -		8,726.38		(8,726.38)	(2)
STORM WATER	$ 505.34				505.34	(2)
COP CAPITAL	$ -				-	(2)
COP	$ (4,819.40)				(4,819.40)	
AV RANCH FOUNDATION	$ 100.00				100.00	
CFD 2005-01	$ (9,287.55)	106,364.72	106,822.72		(9,745.55)	
RENEWABLE FARMS	$ 30,522.17	15,751.00	3,100.00		43,173.17	
COMMUNITY TRUST	$ 7,540.68				7,540.68	
TOTALS	**$ 8,709,066.61**	**$ 6,175,694.70**	**$ 6,877,118.61**	**$ -**	**$ 8,007,642.70**	

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	$ 1,595,312.20	
SAVINGS ACCOUNT:	MONEY MARKET	$ 25,790.33	
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	$ 6,386,540.17	
	TOTAL CASH		**$ 8,007,642.70**

Years to Maturity for January 2023	1.33
Weighted Average Yield for January 2023	2.830%

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.			**$ 35,131,788.48**
Cash With Fiscal Agent	COPS/CFD 2005-01	4,463,694.77	
Cash With Investment Advisor	City Investments	28,460,792.61	
AV Center		1,896,338.68	
PR Account		308,307.42	
Petty Cash		2,655.00	
	GRAND TOTAL OF CITY FUNDS		**$ 43,139,431.18**

(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.

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	Book YTM
Certificates of Deposit	5,145,000.00	4,838,612.80	5,139,029.35	14.75	882	1.75
Corporate Bonds	2,000,000.00	1,925,852.50	2,000,620.00	5.74	515	1.93
LAIF	6,386,540.17	6,386,540.17	6,386,540.17	18.33	1	2.43
U.S. Agencies	7,735,000.00	7,534,742.06	7,686,822.71	22.06	425	2.90
U.S. Treasuries	14,150,000.00	13,638,785.10	13,634,320.55	39.13	592	3.52
	35,416,540.17	**34,324,532.63**	**34,847,332.78**	**100.00**	**485**	**2.83**

Investments

Total Earnings	January 31 Month Ending	Fiscal Year To Date
Current Year	36,059.82	285,434.34
Average Daily Balance	33,264,028.74	32,500,499.55
Book Rate of Return	1.28%	1.49%

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	03/20/2024	245,000.00	03/20/2020	244,510.00	96.47	236,358.85	0.70%	NR/NR	1.13
	1.550%			1.60%	244,510.00	4.76%	124.85	-8,151.15	NR	1.12
05465DAK4	Axos Bank	03/26/2024	245,000.00	03/26/2020	245,000.00	96.54	236,518.59	0.70%	NR/NR	1.15
	1.650%			1.65%	245,000.00	4.76%	66.45	-8,481.41	NR	1.13
15118RUV7	Celtic Bank	04/17/2024	245,000.00	04/17/2020	245,000.00	96.08	235,406.29	0.70%	NR/NR	1.21
	1.400%			1.40%	245,000.00	4.74%	140.96	-9,593.71	NR	1.19
32110YPS8	First National Bank of America	04/22/2024	245,000.00	04/23/2020	244,522.25	95.86	234,867.29	0.70%	NR/NR	1.22
	1.250%			1.30%	244,522.25	4.74%	83.90	-9,654.96	NR	1.21
15201QDF1	CenterState Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	95.78	234,666.39	0.70%	NR/NR	1.25
	1.200%			1.25%	244,522.25	4.72%	757.15	-9,855.86	NR	1.23
58404DGU9	Medallion Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	95.78	234,666.39	0.70%	NR/NR	1.25
	1.200%			1.25%	244,522.25	4.72%	757.15	-9,855.86	NR	1.23
538036JN5	Live Oak Banking	08/28/2024	245,000.00	02/28/2020	244,529.60	95.42	233,771.16	0.70%	NR/NR	1.58
	1.650%			1.69%	244,529.60	4.69%	343.34	-10,758.44	NR	1.54
856285RU7	State Bank of India	11/27/2024	245,000.00	12/06/2019	245,000.00	95.45	233,855.93	0.70%	NR/NR	1.82
	2.000%			2.00%	245,000.00	4.63%	886.03	-11,144.07	NR	1.77
61760A4F3	Morgan Stanley Private Bank	12/12/2024	245,000.00	12/13/2019	244,416.90	95.27	233,405.87	0.70%	NR/NR	1.87
	1.950%			2.00%	244,416.90	4.63%	667.54	-11,011.04	NR	1.82
61690UUJ7	Morgan Stanley Bank	02/27/2025	245,000.00	02/28/2020	244,416.90	94.51	231,551.95	0.70%	NR/NR	2.08
	1.800%			1.85%	244,416.90	4.61%	1,908.99	-12,864.95	NR	2.01
14042RPG0	Capital One Bank NA	04/08/2025	245,000.00	04/09/2020	244,412.00	93.82	229,859.98	0.70%	NR/NR	2.19
	1.600%			1.65%	244,412.00	4.60%	1,213.59	-14,552.02	NR	2.13
33847E3J4	Flagstar Bank	05/15/2025	245,000.00	05/15/2020	245,000.00	92.04	225,500.94	0.70%	NR/NR	2.29
	0.900%			0.90%	245,000.00	4.60%	471.21	-19,499.06	NR	2.26
866264DP6	Summit State Bank	05/15/2025	245,000.00	05/18/2020	244,402.20	91.93	225,237.57	0.70%	NR/NR	2.29
	0.850%			0.90%	244,402.20	4.60%	445.03	-19,164.64	NR	2.26
89235MJS1	Toyota Financial Savings Bank	06/30/2025	245,000.00	06/30/2020	245,000.00	91.40	223,922.90	0.70%	NR/NR	2.41
	0.800%			0.73%	245,000.00	4.60%	182.58	-21,077.11	NR	2.39
59013KLQ7	Merrick Bank	12/30/2025	245,000.00	12/30/2020	245,000.00	88.97	217,975.28	0.70%	NR/NR	2.92
	0.550%			0.55%	245,000.00	4.62%	7.38	-27,024.73	NR	2.89
02007GXG3	Ally Bank	08/04/2026	245,000.00	08/04/2022	245,000.00	96.32	235,975.18	0.70%	NR/NR	3.51
	3.450%			3.45%	245,000.00	4.60%	4,191.51	-9,024.82	NR	3.22
90348JR93	UBS Bank USA	08/11/2026	245,000.00	08/11/2021	245,000.00	88.13	215,909.68	0.70%	NR/NR	3.53
	0.950%			0.95%	245,000.00	4.62%	133.91	-29,090.32	NR	3.45
38149MYB3	Goldman Sachs Bank	08/11/2026	245,000.00	08/11/2021	245,000.00	88.39	216,556.97	0.70%	NR/NR	3.53
	1.000%			1.00%	245,000.00	4.60%	1,167.95	-28,443.03	NR	3.44
254673N44	Discover Bank	07/29/2027	245,000.00	08/03/2022	245,000.00	95.67	234,393.46	0.70%	NR/NR	4.49
	3.500%			3.50%	245,000.00	4.58%	70.48	-10,606.54	NR	4.12

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	08/05/2027	245,000.00	08/05/2022	245,000.00	95.66	234,366.27	0.70%	NR/NR	4.51
	3.500%			3.50%	245,000.00	4.58%	4,228.77	-10,633.74	NR	4.07
02589ADQ2	American Express National Bank	08/10/2027	245,000.00	08/12/2022	243,775.00	95.45	233,845.89	0.70%	NR/NR	4.53
	3.450%			3.56%	243,775.00	4.58%	4,052.57	-9,929.12	NR	4.09
					5,139,029.35		**4,838,612.80**	**14.75%**		**2.42**
Total Certificates of Deposit			**5,145,000.00**	**1.75%**	**5,139,029.35**	**4.65%**	**21,901.34**	**-300,416.58**		**2.31**
Corporate Bonds										
594918BQ6	Microsoft	08/08/2023	500,000.00	12/06/2019	503,635.00	98.57	492,864.00	1.45%	Aaa/AAA	0.52
	2.000%	06/08/2023		1.79%	503,635.00	4.81%	4,805.56	-10,771.00	NR	0.50
30231GBC5	Exxon Mobil	08/16/2024	500,000.00	12/12/2019	501,615.00	96.21	481,044.50	1.44%	Aa2/AA-	1.54
	2.019%	07/16/2024		1.95%	501,615.00	4.59%	4,626.88	-20,570.50	NR	1.47
037833DM9	Apple	09/11/2024	500,000.00	12/06/2019	497,165.00	95.72	478,583.50	1.43%	Aaa/AA+	1.61
	1.800%	08/11/2024		1.92%	497,165.00	4.59%	3,500.00	-18,581.50	NR	1.54
64952WDL4	New York Life	01/22/2025	500,000.00	01/22/2020	498,205.00	94.67	473,360.50	1.43%	Aaa/AA+	1.98
	2.000%			2.08%	498,205.00	4.86%	250.00	-24,844.50	AAA	1.89
					2,000,620.00		**1,925,852.50**	**5.74%**		**1.41**
Total Corporate Bonds			**2,000,000.00**	**1.93%**	**2,000,620.00**	**4.71%**	**13,182.44**	**-74,767.50**		**1.35**
LAIF										
9830007	LAIF	02/01/2023	6,386,540.17	01/25/2023	6,386,540.17	1.00	6,386,540.17	18.33%	NR/NR	0.00
	2.425%			2.43%	6,386,540.17	2.43%	0.00	0.00	NR	0.00
					6,386,540.17		**6,386,540.17**	**18.33%**		**0.00**
Total LAIF			**6,386,540.17**	**2.43%**	**6,386,540.17**	**2.43%**	**0.00**	**0.00**		**0.00**
U.S. Agencies										
3130AJ7E3	FHLB	02/17/2023	500,000.00	02/21/2020	499,080.00	99.84	499,203.50	1.43%	Aaa/AA+	0.05
	1.375%			1.44%	499,080.00	4.65%	3,131.94	123.50	AAA	0.04
313384DW6	FHLB	04/03/2023	1,000,000.00	10/11/2022	980,860.00	99.20	992,012.00	2.81%	P-1/A-1+	0.17
	0.000%			4.04%	980,860.00	4.74%	0.00	11,152.00	F1+	0.17
313384FT1	FHLB	05/18/2023	2,000,000.00	12/22/2022	1,963,086.66	98.62	1,972,358.00	5.63%	P-1/A-1+	0.29
	0.000%			4.61%	1,963,086.66	4.78%	0.00	9,271.34	F1+	0.29

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										
3130ASCC1	FHLB	06/23/2023	1,000,000.00	06/23/2022	1,000,000.00	99.16	991,586.00	2.87%	Aaa/AA+	0.39
	3.000%	12/23/2022		3.00%	1,000,000.00	5.12%	3,166.67	-8,414.00	AAA	0.38
3130A3VC5	FHLB	12/08/2023	500,000.00	02/20/2020	514,900.00	97.65	488,260.00	1.48%	Aaa/AA+	0.85
	2.250%			1.44%	514,900.00	5.09%	1,656.25	-26,640.00	AAA	0.82
3133ELNE0	FFCB	02/14/2024	500,000.00	02/14/2020	499,245.00	96.63	483,138.00	1.43%	Aaa/AA+	1.04
	1.430%			1.47%	499,245.00	4.80%	3,316.81	-16,107.00	AAA	1.00
3133ELG99	FFCB	06/10/2024	500,000.00	06/10/2020	498,220.00	94.62	473,097.50	1.43%	Aaa/AA+	1.36
	0.375%			0.46%	498,220.00	4.50%	265.62	-25,122.50	AAA	1.32
3133ELCP7	FFCB	12/03/2024	235,000.00	12/09/2019	233,926.05	95.22	223,770.06	0.67%	Aaa/AA+	1.84
	1.625%			1.72%	233,926.05	4.36%	615.24	-10,156.00	AAA	1.77
3137EAEX3	FHLMC	09/23/2025	500,000.00	10/20/2020	497,505.00	90.83	454,170.00	1.43%	Aaa/AA+	2.65
	0.375%			0.48%	497,505.00	4.07%	666.67	-43,335.00	AAA	2.57
3130ASD63	FHLB	06/28/2027	1,000,000.00	06/28/2022	1,000,000.00	95.71	957,147.00	2.87%	Aaa/AA+	4.41
	3.250%	06/28/2024		3.25%	1,000,000.00	4.33%	2,979.17	-42,853.00	AAA	3.21
					7,686,822.71		**7,534,742.06**	**22.06%**		**1.16**
Total U.S. Agencies			**7,735,000.00**	**2.90%**	**7,686,822.71**	**4.70%**	**15,798.37**	**-152,080.66**		**0.99**
U.S. Treasuries										
912796XT1	U.S. Treasury	02/02/2023	2,000,000.00	11/18/2022	1,983,216.24	99.98	1,999,542.00	5.69%	P-1/A-1+	0.01
	0.000%			4.06%	1,983,216.24	4.18%	0.00	16,325.76	F1+	0.01
912796T33	U.S. Treasury	02/23/2023	2,000,000.00	06/29/2022	1,968,863.62	99.72	1,994,314.00	5.65%	P-1/A-1+	0.06
	0.000%			2.41%	1,968,863.62	4.52%	0.00	25,450.38	F1+	0.06
912796YK9	U.S. Treasury	03/09/2023	2,000,000.00	09/30/2022	1,967,467.56	99.54	1,990,828.00	5.65%	P-1/A-1+	0.10
	0.000%			3.77%	1,967,467.56	4.54%	0.00	23,360.44	F1+	0.10
912796ZZ5	U.S. Treasury	07/20/2023	1,500,000.00	01/20/2023	1,464,950.87	97.82	1,467,354.00	4.20%	P-1/A-1+	0.47
	0.000%			4.82%	1,464,950.87	4.78%	0.00	2,403.14	F1+	0.47
912828T91	U.S. Treasury	10/31/2023	500,000.00	12/09/2019	500,175.78	97.68	488,398.50	1.44%	Aaa/AA+	0.75
	1.625%			1.62%	500,175.78	4.83%	2,087.36	-11,777.28	AAA	0.72
91282CFE6	U.S. Treasury	08/15/2025	1,000,000.00	01/13/2023	980,078.13	97.70	976,953.00	2.81%	Aaa/AA+	2.54
	3.125%			3.94%	980,078.13	4.09%	14,436.14	-3,125.13	AAA	2.36
91282CCF6	U.S. Treasury	05/31/2026	1,000,000.00	06/13/2022	915,976.56	90.21	902,148.00	2.63%	Aaa/AA+	3.33
	0.750%			3.01%	915,976.56	3.91%	1,298.08	-13,828.56	AAA	3.21
91282CCJ8	U.S. Treasury	06/30/2026	1,000,000.00	06/29/2022	913,125.00	90.47	904,727.00	2.62%	Aaa/AA+	3.41
	0.875%			3.20%	913,125.00	3.88%	773.48	-8,398.00	AAA	3.28
91282CCP4	U.S. Treasury	07/31/2026	1,100,000.00	01/13/2023	987,292.97	89.47	984,156.80	2.83%	Aaa/AA+	3.50
	0.625%			3.73%	987,292.97	3.87%	18.99	-3,136.17	AAA	3.38

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Treasuries										
912828X88	U.S. Treasury 2.375%	05/15/2027	1,000,000.00	06/29/2022 3.20%	962,851.56 962,851.56	94.49 3.78%	944,922.00 5,117.40	2.76% -17,929.56	Aaa/AA+ AAA	4.29 3.97
9128282R0	U.S. Treasury 2.250%	08/15/2027	1,050,000.00	01/13/2023 3.60%	990,322.27 990,322.27	93.85 3.73%	985,441.80 10,913.72	2.84% -4,880.47	Aaa/AA+ AAA	4.54 4.18
					13,634,320.55		**13,638,785.10**	**39.13%**		**1.62**
Total U.S. Treasuries			**14,150,000.00**	**3.52%**	**13,634,320.55**	**4.24%**	**34,645.17**	**4,464.55**		**1.53**
					34,847,332.78		**34,324,532.63**	**100.00%**		**1.33**
TOTAL PORTFOLIO			**35,416,540.17**	**2.83%**	**34,847,332.78**	**4.10%**	**85,527.32**	**-522,800.19**		**1.24**
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							**34,410,059.95**			

Transaction Report

City of Aliso Viejo **January 01, 2023 - January 31, 2023**

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
01/03/2023	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	343.34	-	-
01/03/2023	Interest	91282CCJ8	T 0 7/8 06/30/26	06/30/2026	-	-	4,375.00	-	-
01/11/2023	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	197.68	-	-
01/13/2023	Purchase	9128282R0	T 2 1/4 08/15/27	08/15/2027	-990,322.27	-	-9,693.95	-	-
01/13/2023	Purchase	91282CCP4	T 0 5/8 07/31/26	07/31/2026	-987,292.97	-	-3,101.22	-	-
01/13/2023	Purchase	9830007	LAIF		-32,979.50	-	-	-	-
01/13/2023	Interest	9830007	LAIF		-	-	32,979.50	-	-
01/13/2023	Purchase	91282CFE6	T 3 1/8 08/15/25	08/15/2025	-980,078.13	-	-12,822.69	-	-
01/17/2023	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	291.32	-	-
01/17/2023	Maturity	313384AS8	FHLB DISCOUNT NT	01/17/2023	-	1,000,000.00	-	-	-
01/19/2023	Withdrawal		LAIF Withdrawal		-	-	-	-	-1,000,000.00
01/20/2023	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	322.53	-	-
01/20/2023	Purchase	912796ZZ5	TREASURY BILL	07/20/2023	-1,464,950.86	-	-	-	-
01/23/2023	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	260.10	-	-
01/23/2023	Interest	64952WDL4	NYLIFE 2 01/22/25	01/22/2025	-	-	5,000.00	-	-
01/25/2023	Deposit		LAIF Deposit		-	-	-	800,000.00	-
01/26/2023	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	343.34	-	-
01/30/2023	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	114.45	-	-
01/30/2023	Interest	254673N44	DFS 3 1/2 07/29/27	07/29/2027	-	-	4,322.74	-	-
01/31/2023	Interest	91282CCP4	T 0 5/8 07/31/26	07/31/2026	-	-	3,437.50	-	-
Grand Total:					**-4,455,623.73**	**1,000,000.00**	**26,369.64**	**800,000.00**	**-1,000,000.00**

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

January 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/13/2023	1/12/2023	QRD	1722308	N/A	SYSTEM	32,979.50
1/19/2023	1/19/2023	RW	1722899	1683230	ANN EIFERT	-1,000,000.00
1/25/2023	1/25/2023	RD	1723118	1683443	ANN EIFERT	800,000.00

Account Summary

Total Deposit:	832,979.50	Beginning Balance:	6,553,560.67
Total Withdrawal:	-1,000,000.00	Ending Balance:	6,386,540.17

PMIA/LAIF Performance Report as of 02/15/23

PMIA Average Monthly Effective Yields[1]

January	**2.425**
December	2.173
November	2.007

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] 01/31/23 $206.0 billion

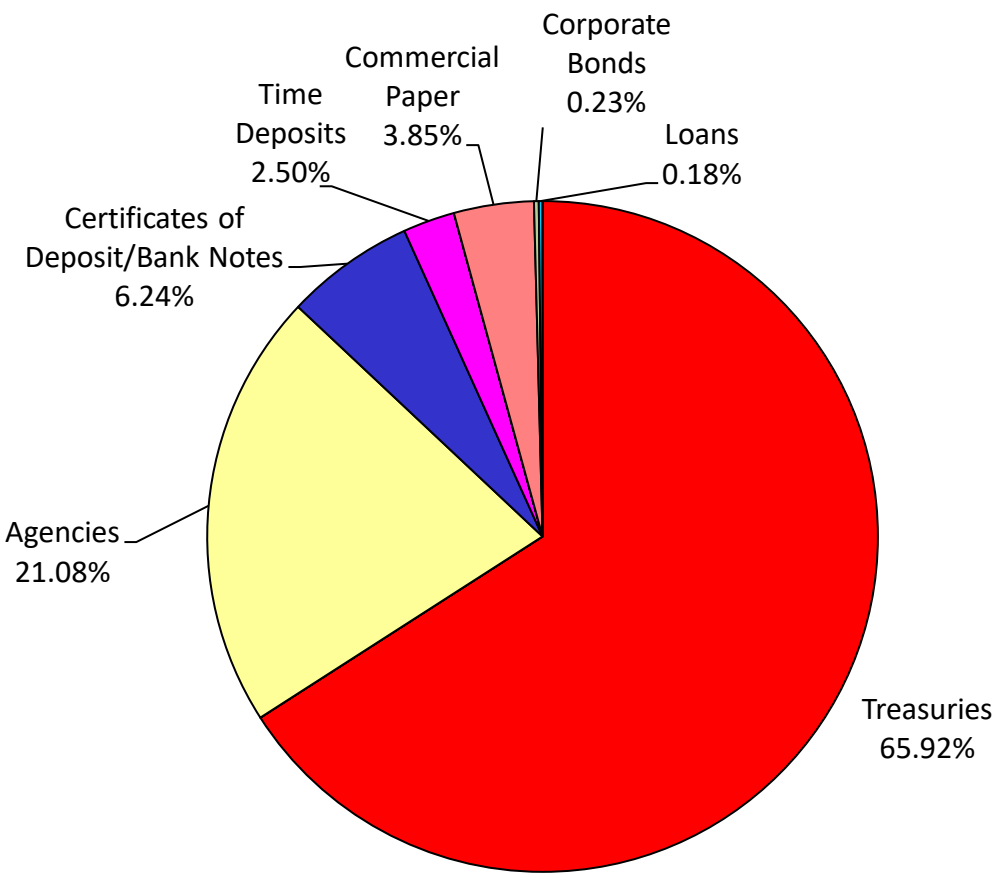


Chart does not include $3,323,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

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 Calfiornia, Office of the Controller

City of Aliso Viejo
AGENDA ITEM

DATE: March 1, 2023

TO: Mayor and City Council

FROM: Sarah Limones, Senior Emergency Management Program Coordinator
Captain Alan Villanueva, Chief of Police Services

SUBJECT: RESOLUTION ENDING THE PROCLAMATION OF LOCAL EMERGENCY FOR THE COVID-19 PANDEMIC

Recommended Action:

Adopt a Resolution to end the Proclamation of Local Emergency for the COVID-19 pandemic.

Fiscal Impact:

No fiscal impact.

Background:

On March 4, 2020, as part of the State of California's response to address the global outbreak of the novel coronavirus ("COVID-19"), Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19.

Through Aliso Viejo Municipal Code Section 2.40.060, the City Manager, as the Director of Emergency Services, proclaimed a Local Emergency for the City of Aliso Viejo on March 16, 2020, to enhance the City's ability to protect public health and safety, and to mobilize local resources, coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and seek potential reimbursement by the State and Federal governments. City Council then ratified the Proclamation of Local Emergency for the COVID-19 pandemic on March 18, 2020.

Discussion:

Since the State of California's declaration of a State of Emergency and the City of Aliso Viejo's Proclamation of Local Emergency in March of 2020, there has been a robust response to the COVID-19 Pandemic lessening its impact on the health and welfare of

the public. Vaccines against COVID-19 have been developed, tested, approved, and implemented on a wide scale and are readily available for everyone over the age of 6 months old. Over 81 million vaccines have been administered in California with 85% of the population receiving at least one dose. Hospitals are now more equipped to handle COVID-19 patients with greater surge capacity and the public has access to COVID-19 tests and personal protective equipment that was not readily accessible in early days of the pandemic.

The State of California implemented the SMARTER Plan, which has allowed for a full reopening of the California economy and schools deeming it safe to resume pre-pandemic activities. Governor Newsom ended the State's COVID-19 State of Emergency on February 28, 2023, citing the State's ability to continue fighting COVID-19 without a State of Emergency utilizing vaccines and boosters, testing, treatments, and other mitigation measures like masking and indoor ventilation.

The County of Orange, in conjunction with the State of California, ended their COVID-19 State of Emergency on February 28, 2023.

The Center for Disease Control and Prevention has shifted from mainly COVID-19 mandates to recommendations due to lower transmission levels, lower hospitalization levels, and the public's ability to safeguard themselves against the virus.

For these reasons, staff recommends ending the city's Proclamation of Local Emergency for the COVID-19 Pandemic.

Planning and Building Permits

On April 8, 2020, the City Council adopted Resolution No. 2020-08, which allowed for any issued building or planning permits ("affected permits") that would have expired during the local emergency to be automatically extended for 120 days. On May 19, 2021, the City Council adopted Resolution No. 2021-13, which further extended the validation of the affected permits to 30 days after the City Council terminates the local emergency. Should the City Council end the local emergency, the affected permits will expire as of April 1, 2023. Most of the affected permits have been inactive, and it is anticipated that these will be withdrawn. Regardless, Staff will notify all affected applicants and property owners for an opportunity to extend their permits.

Environmental:

There is no environmental impact related to this item.

Attachment:

1. Resolution

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, DECLARING AN END TO THE LOCAL EMERGENCY REGARDING NOVEL CORONAVIRUS (COVID-19)

WHEREAS, on March 4, 2020, as part of the State of California's response to address the global outbreak of the novel coronavirus ("COVID-19"), Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization made the assessment that COVID-19 could be characterized as a pandemic; and

WHEREAS, on March 13, 2020, the President of United States declared a national emergency with regard to COVID-19; and

WHEREAS, on March 16, 2020, as empowered by the California Emergency Services Act (California Government Code section 8550 et. seq.), and Aliso Viejo Municipal Code section 2.40.060, the City Manager, acting as Director of Emergency Services, proclaimed the existence of a local emergency regarding COVID-19 (the "Local State of Emergency"); and

WHEREAS, on March 18, 2020, the City Council ratified the City Manager's proclamation of a Local State of Emergency; and

WHEREAS, the Local State of Emergency and associated actions were designed to assist in a coordinated public health response to reduce transmission and illness severity, provide assistance to health care providers, coordinate and mitigate public services that may be disrupted from this emergency, and mitigate any other effects of this emergency on City residents; and

WHEREAS, since that time, vaccines against COVID-19 have been developed, tested, approved, and implemented on a wide scale; and

WHEREAS, over 81 million vaccines have been administered in California, with 85 percent of the population receiving at least one dose; and

WHEREAS, the California Department of Public Health continues to estimate capacity for additional vaccinations to be at least 200,000 vaccinations per day; and

WHEREAS, State and Center for Disease Control and Prevention ("CDC") guidance provide that anyone aged six months and older can get vaccinated against COVID-19; and

WHEREAS, over 186 million COVID-19 tests have been processed in California; and

WHEREAS, California's COVID-19 death rate is the lowest among large states; and

WHEREAS, on February 28, 2023, Governor Newsom ended the State's COVID-19 State of Emergency; and

WHEREAS, on February 28, 2023, the County of Orange ended its COVID-19 State of Emergency; and

WHEREAS, the City Council desires to end the Local State of Emergency, given that precautions against the spread and transmission of COVID-19 have been implemented by the City including, without limitation the continued public information campaign to keep the public informed of COVID-19 related requirements and assistance from the OC Healthcare Agency, California Department of Public Health, and CDC.

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

Section 1. End of the Local Emergency. The City Council hereby proclaims that the Local State of Emergency has ended.

Section 2. Entitlements. Any City-issued building permit, planning permit, or other entitlement that would have otherwise expired (1) during the pendency of this local emergency, or (2) for which an application for extension was filed prior to this local emergency (i.e., prior to March 16, 2020) is hereby extended until one (1) month after the local emergency is terminated. The effectiveness of this Resolution shall be retroactive to the date of expiration of any City-issued building permit, planning permit, or other entitlement referenced in Section 3 of Resolution 2020-08, with the intent that there should be no gap in effectiveness of this extension as to any applicable City-issued building permit, planning permit, or other entitlement.

Section 3. Clerk Certification; Recordation. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 4. Effective Date. This Resolution shall become effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 1st day of March, 2023.

_____
Richard Hurt
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 the foregoing is the original of Resolution No. 2023-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 1st day of March, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

City of Aliso Viejo
AGENDA ITEM

DATE: March 1, 2023

TO: Mayor and City Council

FROM: Sarah Limones, Senior Emergency Management Program Coordinator
Captain Alan Villanueva, Chief of Police Services

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH ATLAS PLANNING SOLUTIONS FOR LOCAL HAZARD MITIGATION PLAN DEVELOPMENT

Recommended Actions:

1. Approve an agreement with Atlas Planning Solutions to develop the City's original Local Hazard Mitigation Plan;

2. Authorize the City Manager to execute a professional services agreement with Atlas Planning Solutions for $66,100; and

3. Authorize the appropriation of $93,750 in grant funding to the Fiscal Year 2022-23 budget.

Fiscal Impact:

The City was awarded the Local Hazard Mitigation Plan (LHMP) grant from the California Office of Emergency Services (CalOES) in the amount of $125,000. Staff is requesting the appropriation of $93,750 (75% of the total grant amount) to the FY 2022-23 budget in order to fund this agreement at a cost of $66,100, with the remaining funds to be used for public outreach, and other costs associated with the development of the plan. The remaining $31,250 (25% of the total grant amount) is the City's "match" and will be funded through in-kind staff time. The City has until January 8, 2025, to expend the grant funds.

Background:

Disasters can cause loss of life, damage buildings and infrastructure, and have devastating consequences for a community's economic, social, and environmental well-being. Hazard mitigation reduces disaster damages and is defined as sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards. A major component of hazard mitigation for the City of Aliso Viejo is the development of a Local Hazard Mitigation Plan (LHMP). Local governments have the responsibility to

protect the health, safety, and welfare of their citizens. Proactive mitigation policies and actions help reduce risk and create safer, more disaster resilient community.

Local Hazard Mitigation planning is the process of assessing vulnerabilities, measuring risk, identifying strategies for risk reduction, and assigning responsible parties to carry out appropriate action. This involves comprehensive studies of multiple hazards that could impact the city including natural, technological, and human-caused disasters. The planning process requires stakeholders, including members of the public, coming together in a collaborative effort with a common objective of identifying and reducing disaster-related risks.

A Local Hazard Mitigation Plan (LHMP) is the result of this extensive planning process and serves as the city's long-term roadmap for community resiliency. Cities are required to prepare, adopt, maintain, and update a LHMP. The LHMP must be reviewed and approved by the California Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA). The Federal Disaster Mitigation Act of 2000 requires a community to have an approved LHMP to be eligible for and receive hazard mitigation funds.

Having a comprehensive LHMP will not only ensure the City is eligible for hazard mitigation funds, but also will guide the city in reducing hazards and making it a safer community.

Discussion:

On January 3, 2023, staff issued a Request for Proposals (RFP) (Attachment 1) to identify the most qualified consultant to provide LHMP preparation services. In response to the RFP, five proposals were received. The five consultants that submitted proposals were:

Rank	Consultant	Proposed Cost
1	Atlas Planning Solutions	$66,100
2	DeNovo Planning Group	$92,615
3	APetrow Consulting	$93,750
4	Foster Morrison Consulting, Ltd.	$90,545
5	A-Tech Consulting Inc.	$96,530

Staff reviewed all proposals and evaluated each of them based on the criteria in the RFP. Based on review of the proposals, Atlas Planning Solutions' proposal (Attachment 2) was rated the highest overall.

Staff recommends Atlas Planning Solutions to perform the development of the Local Hazard Mitigation Plan (LHMP) because of their staff's extensive knowledge and experience in producing CalOES and FEMA approved LHMPs for other local municipalities in and around Orange County including, but not limited to Anaheim, Costa Mesa, Fullerton, Irvine, Laguna Beach, and Westminster. The consultant committed to an adequate staffing level and timeline to complete a CalOES and FEMA approved plan

within the grant approved timeframe. The scope of work was thorough and displayed the consultant's professionalism and attention to detail, which is critical in creating an LHMP. Atlas Planning Solutions has a positive reputation based on feedback from references listed in their RFP. The bid produced was the lowest of all bids received and under the total grant amount leaving room for other LHMP development expenses to be covered by the grant.

The project is tentatively scheduled to begin March 2023 and conclude by March 2024.

Environmental:

There is no environmental impact related to this item.

Attachments:

1. Request for Proposal
2. Atlas Planning Solutions Proposal
3. Agreement

CITY OF ALISO VIEJO

REQUEST FOR PROPOSALS
FOR:
Local Hazard Mitigation Plan Development

Police Services – Emergency Management
12 Journey, Suite 100
Aliso Viejo, CA 92656

Issued
January 2023

CITY OF ALISO VIEJO
REQUEST FOR PROPOSALS

The City of Aliso Viejo ("City") is requesting proposals ("Proposals") from qualified consultants ("Respondents") for:

Local Hazard Mitigation Plan Development

The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of Respondent to perform the work or provide the services described in this Request for Proposals ("RFP"). The Proposal should demonstrate the qualifications of the Respondent and of the particular staff to be assigned to this project.

1. INTRODUCTION

1.1 About the City

The City of Aliso Viejo was incorporated July 1, 2001, as a general law city which, operates under the council/manager form of government. The City encompasses approximately seven (7) square miles; serves an approximate population of 50,000 people and is located in southern Orange County.

The City provides municipal services primarily through contracts for police and fire services, public works, engineering, building, code enforcement, recreation, and legal services. The City's fiscal year begins on July 1 and ends on June 30.

The Aliso Viejo Public Facilities Corporation was established in July 2006 for the purpose of providing lease financing to the City for the acquisition of an existing office building to serve as the City Hall facility.

1.2 Project Description

The City of Aliso Viejo, California is seeking a qualified consultant to coordinate, facilitate, and prepare a new City of Aliso Viejo Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California's FEMA-approved mitigation plan. A FEMA-approved plan will help identify mitigation actions that will make the City of Aliso Viejo and plan participants more resilient. The City of Aliso Viejo has obtained a FEMA grant in the amount of $93,750.00 for the development of this LHMP. The grant award period ends on January 1, 2025. This will be an inclusive citywide planning process and will include the following participants seeking FEMA approval of the Plan: City of Aliso Viejo, special districts, agencies, and other stakeholders. These entities will be invited to participate in the plan development process as members of the planning committee.

1.3 City Contact for this RFP

The principal contact for the City regarding this RFP will be:

Sarah Limones, Senior Emergency Management Program Coordinator
12 Journey, Suite 100
Aliso Viejo, CA 92656
949-425-2598
Slimones@ocsheriff.gov

CONTACT WITH CITY PERSONNEL OTHER THAN THE ABOVE REGARDING THIS RFP MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

1.4 No Deviations from the RFP

In submitting a Proposal, Respondent is certifying that it takes no exceptions to this RFP including, but not limited to the Agreement attached hereto as Attachment "3." Respondent is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

2. PROPOSAL SCHEDULE

The estimated schedule for this RFP is as follows:

1.	RFP Release	January 3, 2023
2.	Due Date for Proposals (by 5:00 p.m.)	January 10, 2023
3.	Anticipated Final Selection	January 17, 2023
4.	Anticipated City Council Approval	February 1, 2023
5.	Tentative Project Start	February 13, 2023

3. SCOPE OF REQUIRED SERVICES

3.1 Scope of Work

A detailed Scope of Work is attached hereto as Attachment "1". The Respondent will be expected to fulfill, at a minimum, the services and technical requirements described in the attached Scope of Work. Upon final selection, the Scope of Work may be modified and refined during negotiations with the City.

4. PROPOSAL REQUIREMENTS

4.1 Proposal Content

Respondent's Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The content and sequence of the information contained in each copy of the Proposal shall be as follows:

4.1.1 Table of Contents

Include a clear identification of the material by section and by page number.

4.1.2 Summary Sheet

Include a fully-completed copy of the Summary Sheet included with this RFP (Attachment 2, "Required Forms").

4.1.3 Cover Letter

Identify Respondent's legal name and contact information. Summarize key elements of the Proposal. The letter must stipulate that the cost proposal will remain valid for a period of at least 180 days. The letter shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

4.1.4 Personnel.

Identify the names and specific qualifications, experience, and appropriate licenses held, if applicable, of the primary staff to be assigned to the project. Include a resume for all primary staff. Identify any subconsultants which Respondent proposes to use for any portion of the services.

Respondent shall also identify a Management Contact (Representative authorized to sign an agreement for your firm) and a Project Manager (person responsible for day-to-day management of the project). The successful Respondent may only change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City.

4.1.5 Project Approach

Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated for this project. Submit a project schedule if applicable.

4.1.6 Scope of Work

Provide a detailed scope of services which reflects the Scope of Services described in this RFP. Proposals must address all items set forth in Section 3 "Scope of Work." Additional information which, in your opinion, should be included must be clearly identified.

4.1.7 Experience

(a) List of representative projects undertaken by Respondent in the last 5 years demonstrating experience in each category of the project. Identify the names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.

(b) Identify all previous and current contracts with the City. Include a contact name, description of services, and dates of services performed.

(c) List all public agencies (not to include the City) for which contracts were terminated in the last three years. Show names of organizations and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

4.1.8 Additional Forms

The following forms are included in Attachment “2” Required Forms:

(a) Respondent must submit the attached "Acknowledgment of Insurance Requirements" form acknowledging that it has reviewed the insurance requirements and will provide such insurance. The applicable insurance requirements are set forth in the standard Sample Agreement form, attached hereto as Attachment "4".

(b) Respondent must submit a Declaration of Political Contributions, signed under penalty of perjury, regarding disclosure of political contributions to City officials.

(c) Respondent must submit the acknowledgement for the Fraud Policy. The Policy is provided in Attachment "3."

(d) Respondent must submit the completed attached pricing sheet.

4.1.9 Cost Proposal

Include a detailed cost proposal using the pricing sheet (Attachment 2) for each phase of work inclusive of all hourly rates, anticipated travel, and other incidental costs and charges.

4.2 Proposal Format

Proposals shall include 3 hard copies and one (1) electronic pdf version on a USB Drive enclosed in a sealed envelope.

Proposals shall be organized, tabbed, and numbered in the order presented above. Proposals must include page numbers for all pages in the Proposal.

Proposals shall not be folded or bound. Place copies in binders.

5. SUBMITTAL INSTRUCTIONS

Proposals must be received at City Hall no later than 5:00 p.m. on the date indicated in Section 2. Proposals received in the mail after 5:00 p.m. on the date indicated in Section 2, regardless of the date of their postmarks, will be rejected.

Proposals will be received at the following address:

Sarah Limones
Senior Emergency Management Program Coordinator
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: Local Hazard Mitigation Plan Development

If hand delivered, address as above and deliver to the receptionist on the first floor of City Hall.

The envelope should clearly indicate "Proposal for the Local Hazard Mitigation Plan Development" and Respondent's name and address shall appear in the upper left-hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Respondent, e.g. Envelope 1 of 3, as required.

6. EVALUATION

6.1 Evaluation Criteria.

A Selection Committee will evaluate and rank the proposals. Proposals will be evaluated according to the following criteria:

Ability, capacity and skill of Respondent to perform the services

Ability to meet time requirements

Character, integrity and reputation

City's previous experience with the vendor

Sufficiency of financial resources needed to perform the required services

Reasonableness of Cost Proposal

6.2 Award of Contract

If awarded, the contract will be awarded on the basis of the evaluation criteria set forth herein. The City reserves the right to reject all Proposals and to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

If selected, Respondent will be expected to execute a contract with the City in substantially the same form as the Agreement attached hereto as Attachment "3."

7. GENERAL PROVISIONS

7.1 Respondent is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. The City reserves the right to reject any or all Proposals or to select the Proposal most advantageous to the City. The City reserves the right to verify all information submitted in the Proposal. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Respondents or to allow corrections of errors or omissions.

7.2 Amendments to RFP. The City reserves the right to amend the RFP or issue to all Respondents a Notice of Amendment to answer questions for clarification.

7.3 No Commitment to Award. Issuance of this RFP and receipt of Proposals does not commit the City to award a contract. The City expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all Proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP.

7.4 Amendments to Proposals. No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Respondent may modify or amend its Proposal only if the City receives the amendment prior to the deadline stated herein for receiving Proposals.

7.5 Non-Responsive Proposals. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

7.6 Late Proposals. The City will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City.

7.7 Costs for Preparing. The City will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of the City. The City will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.

7.8 Alternative Proposals. Only one final Proposal is to be submitted by each Respondent. Multiple Proposals will result in rejection of all Proposals submitted by the Respondent.

7.9 Public Documents; Confidential Information.

Proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either City and the successful Respondent have completed negotiations and entered into the Agreement or City has rejected all Proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. The City will have no liability to the Respondent or other party as a result of any public disclosure of any Proposal.

If a Respondent desires to exclude a portion of its Proposal from disclosure under the California Public Records Act, the Respondent must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Respondent submits trade secret information, the Respondent must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary” (“Proprietary Information”), the City will provide Respondents who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Respondent shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Respondent 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.

Proposals which indiscriminately identify all or most of the Proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

CITY OF ALISO VIEJO
REQUEST FOR PROPOSALS

Attachment 1 – Scope of Work

The scope of work for this project is organized into four (4) phases in accordance with the Disaster Mitigation Act planning process:

1) LHMP Planning/Development Process;
2) Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment);
3) Hazard Mitigation Strategy; and
4) Hazard Plan Implementation and Maintenance Process

Phase I: LHMP Planning/Development Process

As part of the LHMP planning and development process, the City of Aliso Viejo will organize a Hazard Mitigation Planning Committee (HMPC). Members of the HMPC will include representatives from each participating jurisdiction; staff with other local, state, and federal agencies; take the 'whole community" approach including non-profits, religious institutions, disability access and functional needs groups, experts, or members of the public; and may also include a cross-section of the community, such as residents, community leaders, and business owners. The public will also be invited to participate on the HMPC. The HMPC will:

- Participate in the planning process, attend meetings, and provide data as requested
- Solicit input from citizens and professionals with knowledge of applicable hazards
- Provide input on how the risk differs across the planning area
- Identify new/proposed mitigation projects
- Review drafts of the plan
- Hold public meetings
- Coordinate the formal adoption of the plan by governing boards
- Manage the implementation of the proposed mitigation projects.

The consultant shall facilitate a minimum of three (3) public meetings. Each meeting will focus on educating the public on the LHMP development process and identify community concerns. The consultant shall provide content to post on the City's webpage and social media platforms. When a final draft LHMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be incorporated as appropriate by the consultant.

Note: For security reasons, all constative critical infrastructure protection information will need to be redacted from the plan prior to dissemination or presentation to the public.

The City of Aliso Viejo LHMP will thoroughly document the hazard mitigation planning process, including but not limited to:

- A narrative description of how the plan was prepared and the process followed

- An outline of plan development meeting dates, attendees, and agendas
- Identify agencies and organizations that participated in plan development
- Coordination with existing planning mechanisms
- Description of how the public was involved and strategy for public outreach/meetings

Phase II: Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)

A detailed risk assessment will be developed for this LHMP. The purpose of this section is to understand the risk and vulnerability of identified natural hazards and to provide a basis for hazard mitigation strategy development. The risk assessment will include:

a) Hazard Identification and Profiles: The Hazard Identification and Profiles will include a description and prioritization of the hazards that have occurred within the City. The hazard categories may include:

- Flood-related hazards
- Wildfire hazards
- Earthquake hazards
- Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains/thunderstorms, wind/lightning, etc.)
- Nuclear hazards
- Climate change hazards
- Other human-caused hazards
- Other geologic and soil hazards
- Other hazards as identified by the HMPC and other data sources

b) Hazard Mapping: Using the best available data, the risk assessment will include maps (hazard and infrastructure maps will be provided by the consultant) that delineate areas affected by hazards and identify locations of local assets. The geographic information data will comprise a comprehensive inventory for use in developing map data layers (to the extent data is available), of the following items relative to the multiple hazard area:

- Public buildings
- Critical facilities and infrastructure
- Maps that depict the location of parcels, structures, land use, and populations
- Structures will be delineated by type of use (e.g. residential, commercial, industrial, etc.)

c) Vulnerability Assessment: Based on the previous information, the Consultant will develop an overview of the City's vulnerability to specific hazards. Digital maps and GIS data (provided by the consultant) will be developed that identify local assets that are located within known hazard areas. HAZUS* will be used to model losses as appropriate. This vulnerability assessment will include (as the data allows):

- Types and numbers of buildings, infrastructure, and critical facilities located within the planning area and within identified hazard areas

- An inventory of all repetitive flood loss structures, as defined by FEMA, if applicable
- Potential dollar losses from identified hazards will be estimated through a process that utilizes HAZUS-MH or GIS analysis of County assessor's data with hazard locations
- Description of land uses and development trends to advise future land use decisions

*HAZUS is a nationally applicable standardized methodology that contains models for estimating potential losses from earthquakes, floods, and hurricanes.

d) Capability Assessment: A capability assessment will be conducted that will inventory those existing plans, policies, and procedures that the City has in place to temper the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation polices established in the general or comprehensive plans of participating jurisdictions.

Phase III: Hazard Mitigation Strategy

The LHMP will include a mitigation strategy to address its exposure to identified hazards. This will require meetings of the HMPC, facilitated by the consultant, and include:

a) Developing mitigation goal statements that focus on reducing the risk and vulnerability from the identified hazards.

b) Developing a comprehensive range of specific mitigation actions items being considered to reduce the effects of each hazard, based on the risk assessment. The range of potential action items will include emphasis on mitigating losses for new and existing buildings and infrastructure and for future development areas. This section will include a list of prioritized hazard mitigation action items that best meet the City of Aliso Viejo's needs for hazard damage reduction. Prioritization factors will include an analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Action items given the highest priority will meet most or all aspects of the feasibility analysis and Will be the best fit for the City of Aliso Viejo and all plan participants.

c) Based on previous tasks, a draft plan will be prepared in accordance with state and federal requirements. The Consultant will ensure that each required component for each plan participant is included in the Plan. The draft plan will be made available to the HMPC for review and comment. The Consultant will incorporate HMPC comments and prepare a public review draft to be distributed to interested parties.

Phase IV: Hazard Mitigation Plan Maintenance Process

a) Monitoring, Evaluating, and Updating: This chapter will detail how the City Aliso Viejo HMPC will monitor, evaluate, implement, and update the Plan. For example, maintenance will occur at an annual meeting of HMPC where the LHMP mitigation strategy and implementation progress will be evaluated and modified as appropriate. The Plan will be revised, updated, and readopted every five (5) years in accordance with the requirements of the Disaster Mitigation Act of 2000.

b) Incorporation into Existing Planning Mechanisms: The City of Aliso Viejo will

implement and incorporate hazard mitigation plan goals and actions into other local planning documents, such as the local emergency operations plan, community wildfire protection plans, storm water plans, etc. Incorporation of the LHMP into the Safety Element of the General Plan for the City will be emphasized.

c) Implementation Schedule: The completed LHMP will include procedures for ensuring the Plan's implementation, including an implementation schedule for each action item.

d) Continued Public Involvement: The City of Aliso Viejo is committed to continued public involvement in the LHMP development, maintenance, and future updates. A description of public involvement activities for the Plan will be included.

e) Final Plan Approval and Adoption: The Consultant will collect and incorporate public comments to the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to CalOES and FEMA Region IX for review and approval. Upon approval of the Plan by CalOES and FEMA, the Plan will be presented to the Aliso Viejo City Council for the adoption by resolution. The Consultant is responsible for all plan revisions from CalOES, FEMA, and other stakeholders until it is adopted by City resolution.

CITY OF ALISO VIEJO
REQUEST FOR PROPOSALS

Attachment 2 – Required Forms

CITY OF ALISO VIEJO

SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Aliso Viejo and auditing services required for this Request for Proposals):

Name:_____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for managing the audit at the client site and preparation of the audit work papers):

Name:_____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

_____

_____ _____ _____

Signature Print Name Title

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO
DECLARATION OF POLITICAL CONTRIBUTIONS

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

_____

_____

_____

_____

_____

_____

_____

_____

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

_____ _____
City, State Date

_____ _____
Name of Business Print Name

_____
Signature

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO
ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

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

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

Name of Business

Print Name

Signature

Date

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO
ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

I,_____, the _____
(President, Secretary, Manager, Owner or Representative)

of _____, certify that I have
(Name of Company or Corporation or Owner)

read and understand the insurance requirements set forth in the Request for Proposals for the [INSERT PROJECT NAME/NUMBER] and the Agreement form included therein, and accept such requirements as specified.

Firm: _____
Name (Please Print or Type)

By: _____
Signature

Date: _____

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO
PRICING SHEET

Task	Task Name/Description	Hourly Rate	Total Hours	Total Cost
PHASE I: LHMP Planning/Development Process				
		$		$
		$		$
		$		$
		$		$
		$		$
PHASE II: Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)				
		$		$
		$		$
		$		$
		$		$
		$		$
PHASE III: Hazard Mitigation Strategy				
		$		$
		$		$
		$		$
		$		$
		$		$
PHASE IV: Hazard Mitigation Plan Maintenance Process				
		$		$
		$		$
		$		$
		$		$
		$		$
			Grand Total	$

Attachment 3 – Fraud Prevention Policy

City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	**2005-056**	**400-15**	**10/01/2008**	**1 of 8**

PURPOSE

To establish Policy and procedures for the prevention and detection of fraud and other related dishonest activities against the City and, when appropriate, to pursue legal remedies available under the law.

This Policy has been established to ensure that elected officials, officers, employees, and members of advisory boards, commissions and committees of the City of Aliso Viejo are aware of the following:

1. Acts that are considered to be fraudulent;
2. Procedures for reporting suspected fraudulent acts;
3. Steps to be taken when fraud or other related dishonest activities are suspected; and
4. Consequences to expect when a dishonest act is reported.

Further, this Policy delineates management's responsibility for instituting and maintaining a system of internal control to prevent and detect fraud, misappropriations and other irregularities, and to be alert for any indications of such misconduct.

POLICY

1. GENERAL

The City of Aliso Viejo is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, to pursue legal remedies available under law.

2. DEFINITIONS

a. Fraud – Fraud and other similar irregularities including, but not limited to:

i. claim for reimbursement of expenses that are not job-related or authorized by current policy;

ii. forgery or unauthorized alteration of documents (checks, time sheets, independent contractor agreements, purchase orders, budgets, etc.);

iii. misappropriation of City assets (funds, securities, supplies, furniture, equipment, etc.);

iv. improprieties in the handling or reporting of money or financial transactions;

v. authorizing or receiving payment for goods not received or services not performed;

vi. computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of City-owned software;

vii. misrepresentation of information on documents;

viii. any violation of Federal, State, or Local laws related to dishonest activities or fraud;

ix. seeking or accepting anything of material value from those doing business with the City, including vendors, consultants, contractors, lessees, applicants, and grantees. Materiality is determined by the City's Conflict of Interest Code, which incorporates the Fair Political Practices Commission's regulations;

x. obtaining profit or personal gain as a result of "insider" knowledge of City activities;

xi. disclosing confidential and proprietary information to outside parties; or

xii. Intentional, false representation or concealment of material fact for the purpose of personal gain.

b. Employee – Any individual or group of individuals who receive compensation, either full or part-time, from the City of Aliso Viejo for employment or providing services. The term also includes any volunteer who provides services to the City through an official arrangement with the City or a City organization, as well as consultants, vendors, contractors, outside agencies and/or any other parties with a business relationship with the City of Aliso Viejo.

c. Official - Elected officials, officers, and members of advisory or appointed boards, commissions and committees.

d. Management – Any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources, including human resources.

e. Internal Auditor – Any person or persons assigned by the City Manager to investigate any fraud or similar activity.

f. External Auditor – Independent audit professionals who perform annual audits of the City's financial statements.

3. INVESTIGATION

a. It is the City's intent to fully investigate any suspected acts of fraud. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the City of any party who might be or become involved in or becomes the subject of such investigation.

b. Each department of the City is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.

c. The Internal Auditor, in conjunction with the City Attorney, has the primary responsibility for the investigation of fraud.

d. Throughout the investigation, the Internal Auditor will inform the City Manager of pertinent investigative findings.

e. Employees will be granted "whistle-blower protection," as described below when acting in accordance with this Policy. When informed of suspected fraud, neither the City nor any person acting on behalf of the City shall:

i. dismiss or threaten to dismiss the Employee reporting the suspected fraud;

ii. discipline, suspend, or threaten to discipline or suspend the Employee reporting the suspected fraud;

iii. impose any penalty upon the Employee reporting the suspected fraud, or;

iv. intimidate or coerce the Employee reporting the suspected fraud.

Violations of these "whistle-blower protections" may result in discipline up to and including dismissal.

f. Upon conclusion of the investigation, the results will be reported to the City Manager.

g. The City Manager, following review of investigation results, will take appropriate disciplinary action regarding Employee misconduct. Disciplinary action can include termination of employment or a contract, and referral of the case to the District Attorney's Office for possible prosecution.

h. The City will pursue every reasonable effort, including court ordered restitution, to obtain recovery of City losses from the offender, or other appropriate sources.

PROCEDURE

1. RESPONSIBILITIES OF OFFICIALS

a. If an Official has reason to suspect that a fraud has occurred, he or she shall immediately contact the City Manager.

b. An Official shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the City Manager.

c. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the City Manager in consultation with the City Attorney and the Internal Auditor.

2. MANAGEMENT RESPONSIBILITIES

a. Management is responsible for detecting, preventing and reporting fraud in their areas of responsibility.

b. Each manager should be familiar with the types of fraud that might occur in his or her area and be alert for any indication that fraud is or was in existence in his or her area.

c. When fraud is detected or suspected, Management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.

d. If Management determines a suspected activity may involve fraud, they should contact their immediate supervisor. In the event the activity involves the immediate supervisor, the activity should be reported to the Department Director.

e. Upon being notified of suspected fraud, Department Directors shall inform the City Manager.

f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, Management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrences of fraud.

g. Management shall cooperate fully with the Internal Auditor, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of fraud, including the prosecution of offenders.

h. Management will have full and unrestricted access to all necessary records and personnel. All City furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.

i. In dealing with suspected fraud, great care must be taken. Management should not:

   i. make accusations;

   ii. alert individuals suspected of committing fraud that an investigation is underway;

   iii. treat individuals suspected of committing fraud unfairly, or;

   iv. make statements that could lead to claims of false accusations or other offenses.

j. In handling suspected fraud activities, Management has the responsibility to:

   i. make no contact (unless requested) with the individual suspected of committing fraud to determine facts or demand restitution. Under no circumstances should there be any reference to "what you did", "the crime", "the fraud", "the misappropriation", etc.;

   ii. avoid discussing the case, facts, suspicions, or allegations with anyone outside the City, unless specifically directed to do so by the City Attorney;

iii. avoid discussing the case with anyone inside the City other than the City Manager, Internal Auditor, or City Attorney or law enforcement personnel;

iv. direct all inquiries from the individual suspected of committing fraud, or his or her representative, to the City Manager or City Attorney. All inquiries by an attorney representing the individual suspected of committing fraud should be directed to the City Attorney. All inquiries from the media should be directed to the City Manager, and;

v. take appropriate corrective and disciplinary action, up to and including dismissal, if authorized by and in conformance with the City's personnel policies.

3. EMPLOYEE RESPONSIBILITIES

a. Employees should report detected or suspected fraud to the Employee's supervisor.

b. In the event the suspected fraud involves the Employee's immediate supervisor, the Employee shall make the report directly to the next higher level of Management and/or the City Manager.

c. The reporting Employee shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the City Manager, Internal Auditor, City Attorney, or law enforcement personnel.

4. INTERNAL AUDITOR RESPONSIBILITIES

a. Upon assignment by the City Manager, the Internal Auditor will promptly investigate the fraud.

b. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Internal Auditor, in consultation with the City Attorney, will contact appropriate law enforcement personnel.

c. The Internal Auditor shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.

d. If evidence is uncovered showing possible fraud, the Internal Auditor will proceed as follows:

i. discuss the findings with Management and the City Manager to determine if disciplinary actions should be taken;

ii. report to the External Auditor such activities in order to assess the effect of the fraud activity on the City's financial statements;

iii. coordinate with Management regarding notification to insurers and filing of insurance claims;

iv. take immediate action, in consultation with the City Attorney, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:

(A) removing the records and placing them in a secure location, or limiting access to the location where the records currently exist, and;

(B) preventing the individual suspected of committing the fraud from having access to the records.

e. In consultation with the City Attorney and appropriate law enforcement personnel, the Internal Auditor may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.

f. If the Internal Auditor is contacted by the media regarding an alleged fraud or investigation, the Internal Auditor will direct all inquiries to the City Manager.

g. At the conclusion of the investigation, the Internal Auditor will document the results in a confidential memorandum report to the City Manager and the City Attorney. If the report concludes that the allegations are supported by evidence, the report will be forwarded to appropriate law enforcement personnel.

h. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the investigation. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Internal Auditor no later than seven (7) calendar days after notice is received.

i. The Internal Auditor shall make recommendations to the appropriate department for

assistance in the prevention of future similar occurrences.

j. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Internal Auditor to that department.

DISCIPLINARY ACTIONS

Any Employee found to be responsible for fraud or who knowingly makes false allegations in violation of this Policy shall be subject to appropriate disciplinary action, up to and including termination of employment and/or termination of the contract. The severity of the disciplinary action will be based upon the circumstances of the violation and in accordance with the City's personnel policies. The City will assess any remedial measures necessary to address and correct the circumstance and prevent reoccurrence in the future. Remedial measures may include, but are not limited to, disciplinary action, reorganization of personnel, training and education, counseling and/or other employee assistance.

EXCEPTIONS

There will be no exceptions to this Policy unless provided and approved by the City Manager and the City Attorney.

Attachment 4 – Sample Agreement Form

CITY OF ALISO VIEJO
SAMPLE AGREEMENT - PROFESSIONAL SERVICES AGREEMENT
FOR
LOCAL HAZARD MITIGATION PLAN DEVELOPMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal corporation 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 **[INSERT NAME OF COMPANY]**, a **[INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.]**, with its principal place of business at **[INSERT ADDRESS]** ("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 **Local Hazard Mitigation Plan 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 **Local Hazard Mitigation Plan 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 **Local Hazard Mitigation Plan Development** 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 **Local Hazard Mitigation Plan 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 **[INSERT START DATE]** to **[INSERT ENDING DATE]**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS FormW-9) prior to commencement of any Services under this Agreement. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in 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.

3.2.2.1 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.

3.2.2.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized

labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.2.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

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: **[INSERT NAME(S)]**.

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 **Sarah Limones**, 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 **[INSERT NAME OR TITLE]**, 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, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

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

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

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

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

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

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

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

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

(1) Additional Insured: The City of Aliso Viejo, 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 (d) Professional Liability shall be endorsed to provide the following:

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

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

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

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

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

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit 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 where applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment

and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT WRITTEN DOLLAR AMOUNT]** DOLLARS (**$[INSERT NUMBER]**) ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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 non-disputed and approved charges thereon.

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

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

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 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. It is the

intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. 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.

3.3.5.2 If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

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. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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:

[INSERT NAME, ADDRESS & CONTACT PERSON]

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **Sarah Limones – Emergency Manager**

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant

which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

3.5.4 Fraud Policy. Consultant shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform Services under this Agreement. Consultant shall submit to the City a statement signed by an authorized representative for Consultant certifying receipt of the City's Fraud Prevention Policy. A finding by the City that any of Consultant's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this 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 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged

acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

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

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

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

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

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

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

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

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this

Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants

that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND [INSERT NAME]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 202__.

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

[INSERT NAME OF CONSULTANT]

[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"

SCOPE OF SERVICES

[INSERT SCOPE OF SERVICES]

EXHIBIT "B"

SCHEDULE OF SERVICES

[INSERT SCHEDULE OF SERVICES]

EXHIBIT "C"

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

Proposal for: Local Hazard Mitigation Plan Development

CITY OF ALISO VIEJO

City of Aliso Viejo
Police Services – Emergency Management
12 Journey, Suite 100
Aliso Viejo, California, 92656

Atlas Planning Solutions
6578 BARRANCA DR | RIVERSIDE, CA 92506

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III. Summary Sheet

CITY OF ALISO VIEJO

SUMMARY SHEET

Firm Name: Atlas Planning Solutions

Firm Parent or Ownership: California S-Corporation

Firm Address: 6578 Barranca Dr, Riverside, CA 92506

Firm Telephone Number: 951-444-9379

Firm Fax Number: N/A

Number of years in existence: 4+ Years

Management Contact (person responsible for direct contact with the City of Aliso Viejo and auditing services required for this Request for Proposals):

Name: Aaron Pfannenstiel Title: Chief Financial Officer / Principal

Telephone Number: 951-444-9379 Fax: N/A

Email: aaron@atlasplanning.org

Project Manager (Person responsible for managing the audit at the client site and preparation of the audit work papers):

Name: Aaron Pfannenstiel Title: Principal

Telephone Number: 951-444-9379 Fax: N/A

Email: aaron@atlasplanning.org

Types of services provided by the firm: Consulting firm specializing in community planning and emergency management

Signature Aaron Pfannenstiel Print Name Chief Financial Officer Title

This executed form must be submitted with the Proposal.

IV. Cover Letter

January 17, 2023

Sarah Limones
Senior Emergency Management Program Coordinator
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, California, 92656

Dear Ms. Limones,

Like many other communities in southern California, the City of Aliso Viejo faces numerous challenges associated with natural and human-caused hazards. Between wildfires, geologic hazards, and the pressures associated with development and community reinvestment, the City is limited in the options to mitigate future hazards and challenged by the many hazards affecting the City today. This coupled with new rules and requirements from the state and Federal government creates an opportunity for Aliso Viejo to proactively identify and assess the hazards that affect residents and businesses. The City's desire to prepare a local hazard mitigation plan becomes an opportunity to proactively address natural hazards and secure grant funding to fix many of the problems from the past. Knowing the challenges that cities face with limited budgets, reduced staffing, and limited resources, an LHMP can be a great catalyst for change or a lifeline that ensures the community doesn't fall further behind.

Understanding these challenges, the Atlas Planning Solutions Team offers the following benefits to the City of Aliso Viejo:

Understanding Local Issues and Context – Knowing the community and having boots on the ground is very important. Atlas Planning has worked or is working in many of the communities surrounding Aliso Viejo and feels we have a head start on understanding community issues and needs over other firms. Our firm has worked with many of these communities to understand their needs and leverage our experience and capabilities to make this type of project easier and more streamlined for City staff.

A Team of Experts – The Atlas Planning Team includes experts in the fields of urban planning, hazard mitigation, and resilience. Key Staff like Aaron Pfannenstiel, Lee Rosenberg, and Dennis Larson have over 80 years of combined experience and will play active roles on this project. Our goal is to provide the highest quality expertise and products to ensure Aliso Viejo has a plan that meets their desires and easily navigates the review and approval processes by Cal OES and FEMA.

Developing Meaningful Content – Plans prepared by our Team not only meet FEMA guidance and requirements, they are also easy to read and use. Our plans have been recognized by state and federal agencies as well as professional organizations for their quality and received awards from the American Planning Association.

Aaron Pfannenstiel will serve as the project manager and the City's primary contact for this project. He is committed to ensuring the highest quality product and process for the City and ensures that all personnel proposed are the personnel that will work on this project.

Primary Point of Contact
Aaron Pfannenstiel
Principal
Phone: 951-444-9379
Email: aaron@atlasplanning.org

As a firm principal, Aaron has read and will comply with all terms and conditions contained in this RFP and is authorized to negotiate and execute contracts on behalf of the firm. The cost proposal included remains valid for 180 days from the date of submittal. If you have questions or would like to schedule an interview with our team, please contact us at your convenience.

Respectfully submitted,



Aaron Pfannenstiel

V. Personnel

A. Atlas Planning Solutions

Atlas Planning Solutions (APS) focuses on making the world a better place. Founded in 2018 in Riverside, California, our mission is to leverage our skills and experience in comprehensive planning, climate adaptation, and hazard mitigation, offering clients a wide range of consulting services to help navigate their complex problems and issues. Our focus is on successful client outcomes that build agency capacity, create resilient places to live and work, and create communities that thrive in this ever-changing landscape.

As a small, woman-owned, and disabled veteran-owned business in the State of California, APS understands that successful outcomes rely on client satisfaction, optimal project management, and a clear understanding of clients' needs. We strive to exceed our client's expectations, which has translated into repeat business and numerous referrals for our services.

APS specializes in climate adaptation services and the integration of Hazard Mitigation Planning and General Plan Safety Elements. Since 2006, the State of California has incentivized integrating these two documents, which has become a core service of the firm.

Atlas Planning Solutions Business Information

Legal Name: Atlas Planning Solutions |S-Corporation, Incorporated in 2018 in the State of California.
Address: 6578 Barranca Drive, Riverside, CA 92506
Phone: 951-444-9376
Email: aaron@atlasplanning.org; suzanne@atlasplanning.org

Firm Principals/ Officers:

- Suzanne Murray – Principal/ CEO
- Aaron Pfannenstiel – Principal/ CFO/Project Manager

Staff Members:

- Dennis Larson – Senior Planner/GIS Analyst
- Crystal Stueve – Associate Planner
- Robert Jackson – Assistant Planner

Number of Years in Business: **4+ years**
Number of Years Performing Requested Services: **22+ Years**

B. Qualifications and Experience of Proposed Project Staff

The APS team is comprised of key principals with diverse skill sets and experience. We operate under a working principal model, whereby principal owners of the firm are actively involved and

engaged with day-to-day client management, deliverable preparation, and project oversight based on client needs. The team members proposed for this effort are summarized below, and resumes are provided in **Attachment A**.

Aaron Pfannenstiel will serve as the Project Manager for the APS Team and brings over 20 years of community planning experience, focusing on emergency management, hazard mitigation, and community resiliency. With a background in geology, environmental studies, and urban planning, he helps clients understand hazards, assess vulnerabilities, and develop policies, programs, and mitigation strategies that make communities safer.

Suzanne Murray will serve as a Quality Assurance/Quality Control specialist. With over 16 years of technical writing and editing experience and an emphasis on documents and reports prepared for the federal government, including standard operating procedures, information reports, information and white papers, and presentations. Her primary role with Atlas Planning is preparing and reviewing hazard mitigation and emergency management documents.

Dennis Larson will serve as a senior planner and brings over 22 years of experience leading public agency management programs, policy research efforts, and technical analyses. Dennis will provide vital support to plan integration and vulnerability analysis portions of the plan. Mr. Larson's specialties include advanced planning project development, climate resiliency policy, Geographic Information Services, and economic impact analyses.

Crystal Stueve will serve as a primary researcher and author. With a strong background in writing and research and reliance on over 18 years of experience working for local and federal agencies, she understands the importance of clear communication, documentation of processes and outcomes, and developing plans that are easy to read, understand, and implement.

Robert Jackson will serve as a primary researcher and author. Mr. Jackson has supported Atlas Planning the past three years updating LHMPs and Safety Elements and will bring that knowledge and experience to this effort for the City.

To support this effort, Atlas Planning Solutions has partnered with Navigating Preparedness Associates. Our two firms frequently partner on projects to provide better client service and increased capabilities. The following are details regarding the firm and personnel:

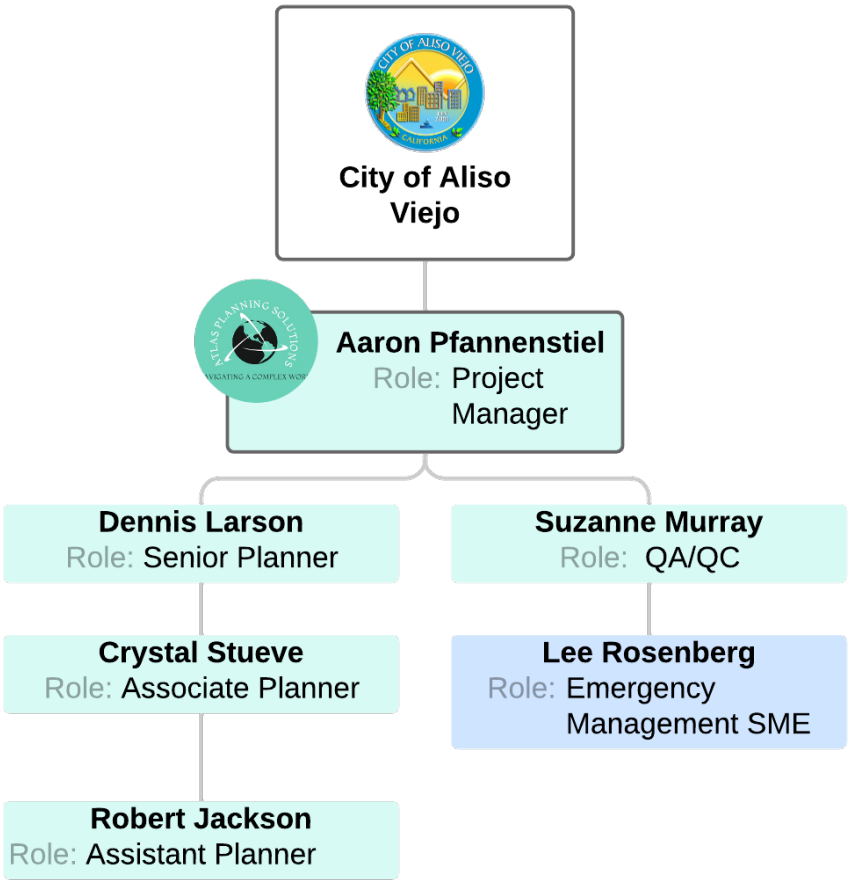
Navigating Preparedness Associates (NPA) Firm Description

Navigating Preparedness Associates (NPA), Limited Liability Corporation (LLC) is a Disabled Veteran-Owned Small Business Enterprise (SDVBE), California #1770371, with a single office located in Lafayette, California. Founded in 2014, NPA provides emergency management solutions for local, state, and federal government and private industry. Our associates are experts in delivering solutions across a broad spectrum of mitigation, preparedness, response, and recovery functions.

NPA's Managing Director, **Lee Rosenberg**, is a Certified Emergency Manager (CEM) with over 35 years of experience leading real-world contingency operations and addressing complex emergency and disaster issues. Mr. Rosenberg is a retired US Navy Captain who also served as a Federal Emergency Management Agency (FEMA) Region IX (RIX) Federal Coordinating Officer. For this project, Mr. Rosenberg will serve as a senior planner and subject matter expert lending his experience and leadership to this project.

C. Team Organizational Chart

To effectively manage the Atlas Planning Team, the following organization chart was developed to highlight how team members will interact with the City. The primary point of contact for the APS Team, **Aaron Pfannenstiel** will be the primary point of contact with the City's Project Manager and the go between for the rest of the APS Team. This structure is similar to many of the other successful projects completed by our team in jurisdictions throughout Orange County and California.



VI. Project Approach

The APS Team is excited to present this proposal to the City of Aliso Viejo. It is understood that this project focuses on the preparation of the City's Local Hazard Mitigation Plan. Preparation of this type of plan requires adherence to the following:

Federal Laws

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended.

Federal Regulations

- 44 CFR Part 201 Mitigation Planning.
- 44 CFR, Part 60, Subpart A, including § 60.3 Flood plain management criteria for flood-prone areas.
- 44 CFR Part 77 Flood Mitigation Grants.
- 44 CFR Part 206 Subpart N. Hazard Mitigation Grant Program.

Federal Guidance

- FEMA Local Mitigation Planning Policy Guide (FP 206-21-0002), effective April 19, 2023

State Requirements

- California Government Code §8685.9 and §65302.6 (commonly referred to as Assembly Bill 2140) – incentivizing integration of the LHMP into the General Plan Safety Element
- California Government Code §65302 (G)(4) – requiring hazards exacerbated by climate change be discussed in the General Plan Safety Element

Approach Summary

To complete this, the APS Team proposes the following project approach, which reflects the City's project phases identified within the RFP:



Key Approach Elements

Phase 1: LHMP Planning / Development Process includes the key elements to meet FEMA requirements for plan preparation. As part of the proposed scope of work, the APS Team has identified tasks that:

- Facilitate the creation and organization of the Hazard Mitigation Planning Committee (HMPC),
- Developing a list of key stakeholders for engagement during the process
- The planning and coordination HMPC collaborative working sessions
- Public outreach opportunities to update and involve interested residents and stakeholders in the planning process
- Documentation of the internal and external meetings conducted during plan development

Phase 2: Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment) includes the key elements to analyze and understand the hazard conditions within the community. As part of the proposed scope of work, the APS Team has identified tasks that:

- Identify the key hazards of concern for the community
- Develops critical facilities inventory relevant to City needs and processes
- Analyzes the risks and vulnerabilities to critical facilities and vulnerable populations from natural hazards
- Create up-to-date and relevant GIS mapping of natural hazard conditions within the City.
- Assess current capabilities to manage and effectively address the hazards and vulnerabilities identified

Phase 3: Hazard Mitigation Strategy includes the key elements to develop effective mitigation strategies and actions that address community needs. As part of the proposed scope of work, the APS Team has identified tasks that:

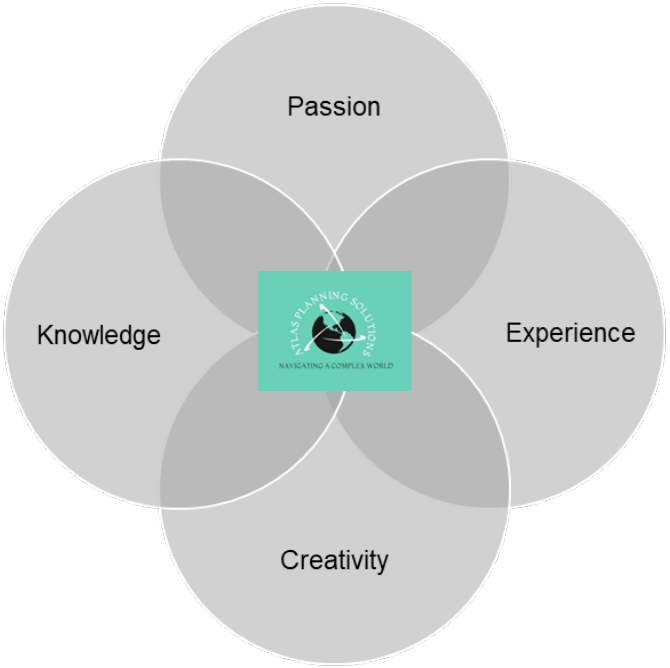
- Establishment of mitigation goals used to define the problems to be addressed by the LHMP
- Development of mitigation strategies and actions that will achieve the City's mitigation goals and reduce future risk and vulnerabilities
- Creation of an action plan that highlights key aspects of the City's mitigation strategy, which will include prioritization, potential funding sources, and key departments responsible for future implementation

Phase 4: Hazard Mitigation Plan Maintenance Process includes the key elements to finalize the plan and ready it for adoption. As part of the proposed scope of work, the APS Team has identified tasks that:

- Provides guidance on how to monitor, evaluate, implement, and update the LHMP
- Development of guidance/strategies to aid in the incorporation of the LHMP into other City planning documents
- Finalization of the document for review by the HMPC, Public, Cal OES, and FEMA
- Adoption of the document by City Council

Atlas Planning Team Differentiators

The Atlas Planning Solutions Team offers the following differentiators:



Passion – Members of the APS Team are passionate about helping clients tackle the issues surrounding climate change, sustainability, hazards, and resilience. This has been a focus for many of our team members' careers. Helping clients address these issues is something we care about personally and professionally.

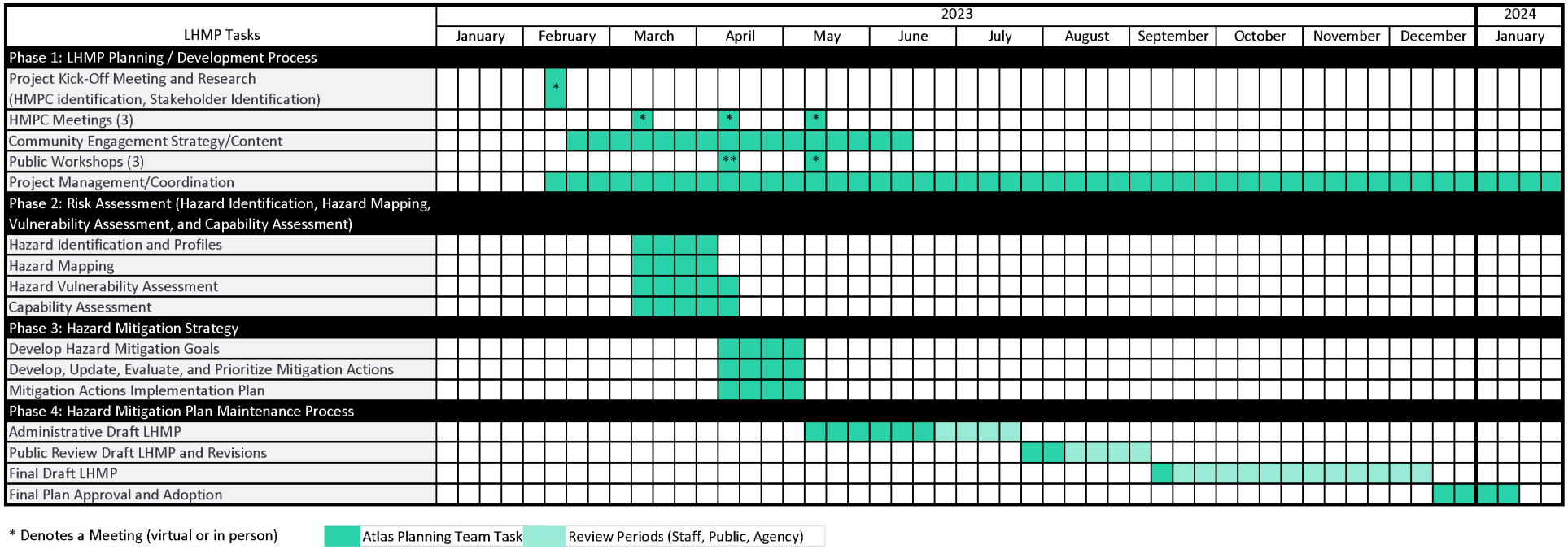
Experience – Members of the APS Team have worked in urban planning, hazard mitigation, and emergency management for decades. Through these efforts, we have been able to help hundreds of clients, provide guidance to state and federal agencies on these topics, speak at conferences, and develop tools and plans that help drive the profession towards better quality and content. This experience has helped save time and money and avoid many pitfalls that have befallen other jurisdictions in the past.

Creativity – Hazard mitigation planning can be a creative endeavor for our clients. Facilitating this process has allowed many agencies to challenge some of the long-held beliefs, establish new policies, and create projects and opportunities that leverage this plan as well as many other plans.

Knowledge – The APS Team does not focus solely on hazard mitigation plans. Instead, we understand how these plans fit into the bigger picture for an agency and try to leverage the process, allowing for integration into other planning efforts. We understand the value of incorporating the LHMP into the City's Safety Element and the benefits surrounding evacuation planning and emergency operations, which affects the City in various ways. Our goal is to ensure this plan and process helps the City better understand how to leverage new funding sources and accomplish more in the end.

Proposed Schedule

The schedule provided assumes an efficient planning process and discrete timeframes for the internal and external outreach and coordination. Based on the proposed schedule, the APS Team anticipates a 12-month schedule to complete this project.



Staff Hours Allocation

The following table provides a summary of staff hours by Project Phase. Additional detailed information by task is provided in the Cost Proposal Section of this proposal.

Task Name	Phase 1: LHMP Planning / Development Process	Phase 2: Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)	Phase 3: Hazard Mitigation Strategy	Phase 4: Hazard Mitigation Plan Maintenance Process	Grand Total
Aaron Pfannenstiel	36	18	10	14	78
Suzanne Murray	14	8	4	14	40
Dennis Larson	6	48	0	4	58
Crystal Stueve	22	34	20	24	100
Robert Jackson	46	30	20	36	132
Lee Rosenberg	4	22	0	4	30

VII. Scope of Work

The following scope of work is based on the Atlas Planning Team's understanding of the desired tasks and level of effort necessary to complete a DMA 2000–compliant LHMP. The scope developed is consistent with the City's RFP, including tasks that ensure an efficient and effective planning process. If any proposed tasks need refinement or further discussion, the Atlas Planning team will be happy to work with staff on refinements.

Phase 1 - LHMP Planning/Development Process

APS will conduct a Kick-Off conference call with key staff to form the Hazard Mitigation Planning Committee (HMPC), including key City Departments, identified stakeholders, and other relevant organizations/agencies that support City functions. As part of this call, the APS Team will conduct initial research and discuss key project outcomes, prior planning efforts, and current issues facing the City.

HMPC Meetings

The APS Team will facilitate three HMPC meetings (in person or virtually) to facilitate the hazard mitigation planning process. A summary of the anticipated topics for these meetings include:

> **HMPC Meeting 1** – Review the planning process, key hazards of concern, and data gathering and research.
> **HMPC Meeting 2** – Review hazard profiles, risk assessment results, and mapping.
> **HMPC Meeting 3** – Review mitigation strategies and actions to be undertaken by the City.

Documentation of these meetings will become a foundation of the planning process described in the plan.

Outreach and Engagement

In preparation for outreach and engagement activities the APS Team will prepare a memorandum to the city describing the community engagement strategy in terms of groups to be contacted, structure of meetings and workshops, and methods of advertising the events. As part of this task, the APS Team will coordinate with City staff to ensure the list of contacts is comprehensive and properly targeted.

Upon completion of the engagement memorandum, the APS Team develop materials to advertise planned workshops and suggest additional methods of alerting residents and businesses about the planning process and importance of the LHMP. A flyer for website posting, social media blasts, and print advertisements will be prepared for the community engagement opportunities identified in the memo.

The RFP identifies three public meetings be conducted to get input during the plan development process. To accommodate this, we propose conducting a focus group meeting and two community workshops with either the Planning Commission, City Council, or as a joint workshop, as described below.

Focus Group Meeting

The APS Team working with the City will identify local and regional persons and agencies connected with public/life safety protection services and emergency preparedness planning in Aliso Viejo. The purpose of the meeting is to gain a 360-degree perspective of local hazard mitigation planning issues, coordinated response efforts, and strategies for addressing any

concerns in Aliso Viejo. To track participants effectively, the APS team will development a contact matrix that the team will use to conduct outreach to persons/organizations on the list to find a suitable date for a two-hour focus group meeting. As part of this effort, the APS Team will prepare materials for city staff to send to invitees.

Community Workshops

Our team recommends conducting community workshops as part of regularly scheduled Planning Commission or City Council meetings, or as special joint Commission/Council sessions. Our experience on prior LHMPs in other jurisdictions indicates that this approach is the most effective for having robust public participation.

Two workshops will be conducted: the first shortly following the focus group meeting to share the discussion and ideas from local experts, and the second to present the draft plan once it has been prepared. The APS Team will prepare materials to announce the meeting suitable for print publications and for posting on the city's website and via social media.

City Staff Requirements

The APS Team anticipates City staff will support this task by reviewing the engagement strategy memo, outreach content, posting outreach content to the City website and social media accounts, assisting with arranging meeting locations, timing, and pertinent information; and attendance at meetings to provide feedback during the planning process.

Phase 2 - Hazard Identification and Profiling

The APS Team, in partnership with the HMPC, will identify relevant information regarding the anticipated natural hazard threats that could impact the City. Relying on previous work throughout Orange County, the APS Team will work with the HMPC in Meeting #1 to refine the list of relevant hazards and prioritize them for the City. **The following list** identifies potential hazards that may be included in the LHMP:

Natural Hazards	Human-Caused Hazards
Climate Change Earthquake Wildfire Flood Related (including dam failure) Severe weather-related (extreme temperatures, drought, fog, heavy rains/thunderstorms, wind/lightning) Other Geologic and Soil	Civil Disturbance Critical Infrastructure Failure Cyber & Technology Threats Nuclear and other Hazardous Materials Mass-Casualty Incidents (Terrorism)

Those hazards listed in the **green** column have the greatest potential to assist the City in securing mitigation grant funds since they are natural hazards, while the hazards listed in the **blue** column may help reinforce the City's concerns surrounding emergency preparedness and response.

The prepared hazard assessment will prioritize the hazards included in the LHMP and create FEMA-compliant hazard profiles that will include GIS mapping and analysis. Through this process the City will have a deeper understanding of local conditions and how your critical facilities may be affected (Figure 1).

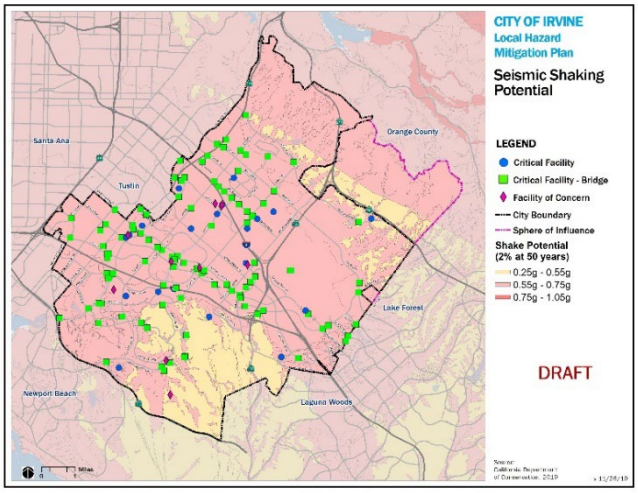


Figure 1 - Example of LHMP Seismic Hazards Mapping

As a standard practice, the APS Team addresses climate change within each hazard profile to ensure compliance with SB 379 requirements. This approach has been used by APS and has been found to make it easier to focus on updating the content within the plan, improving readability and continuity. The data and information gathered during this task will be shared with the HMPC during Meeting #2. During this task, we typically provide a public outreach opportunity that conveys the overall project information and initial information gathered on the hazards of concern identified by the HMPC for public input and feedback.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on relevant hazards, data, and historical information on the hazards of concern, and guidance on new issues or concerns to be incorporated into the plan.

Asset Inventory and Vulnerability Analysis

Upon confirming the City's critical facilities inventory and initial GIS mapping, the APS Team will conduct a vulnerability assessment that relies on this information. This vulnerability assessment will include potential loss estimates, an analysis of the City's development trends and potential changes to demographics, and a social vulnerability analysis, relying on available GIS datasets provided by the City or other local, state, and/or federal agencies (FEMA National Risk Index). All maps prepared will be provided in both ArcGIS and PDF formats for City use. The data and information gathered during this task will be shared with the HMPC during Meeting #2. A key input will include use of FEMA's National Risk Index to estimate potential losses (Figure 2). This is in place of HazUS, as FEMA is now relying on this index to ensure greater consistency between local planning efforts and datasets developed by State and Federal agencies.

Composite Expected Annual Loss			**$332,429.49**
Building Value	**$295,914.20**	Population	**0.00** fatalities
Agriculture Value	**$7.02**	Population Equivalence	**$36,508.27**

Figure 2 - FEMA National Risk Index - Composite Annual Loss for a Census Tract in Aliso Viejo

In addition to the mapping and analysis, the APS Team will also prepare a Capabilities Assessment. This task includes a review of the existing planning regulations and programs that

can support current mitigation capabilities. A key element of this review is the identification of ways to expand this capability to ensure future efforts are easier and better integrated into the City mitigation planning framework.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on the Critical Facilities Inventory, feedback on the vulnerability assessment and capabilities assessment results, and any relevant data/information that may assist with the analysis as part of this task.

Phase 3 - Develop Mitigation Strategies/Actions

To initiate the development of mitigation strategies and actions, the APS Team will review the existing General Plan, Capital Improvement Plans, the Orange County LHMP, LHMPs from surrounding cities, and the State of California HMP. Based on this review, recommendations for plan's hazard mitigation goals will be provided to the HMPC for discussion and feedback.

Upon completion of the Capabilities Assessment and Mitigation Goals, the APS Team will prepare City mitigation strategies and actions for future implementation. Using our mitigation action worksheets, we will identify the department lead for the specific mitigation action, funding and staffing resources, time frame for completion, and implementation steps for each prioritized mitigation action. The data and information gathered during this task will be shared with the HMPC during Meeting #3. As part of the mitigation actions development, the APS Team will create a Monitoring and Implementation Workbook that is incorporated into the Appendix of the LHMP. This workbook is intended to help City staff understand how mitigation actions should be monitored and implemented and opportunities to incorporate the plan and mitigation strategies and actions into other City functions and plans.

City Staff Requirements

The APS Team anticipates that City staff will provide feedback on potential strategies and capital improvement projects that may become actions. During HMPC Meeting #3, it is expected that participants will help identify additional actions to be incorporated into the plan, priorities for these actions, and other relevant information to finalize them.

Phase 4 – Hazard Mitigation Plan Implementation and Maintenance Process

Upon completing Phases 1 through 3, the APS Team will prepare the Administrative Draft LHMP for City staff review. Using the process identified above, members of the HMPC will be assisting with plan development as the research, mapping, and analysis are conducted. In doing so, HMPC members will recognize much of the plan content based on their feedback and review in HMPC meetings 1 through 3. Upon completion, the plan will be provided to City staff for review and comment. Completion of the Administrative Draft LHMP will include a Chapter within the plan that identifies the following key information required by FEMA:

- LHMP Monitoring, Evaluation, Implementation, and Updates
- Incorporation of the LHMP in existing planning mechanisms
- Schedule for LHMP Implementation
- Continued Public Involvement during the 5-year implementation period.

Once the APS Team has received a consolidated set of comments on the Administrative Draft Plan, the Public Review Draft LHMP will be prepared alongside the FEMA Plan Review Tool, which accompanies the plan when submitted to Cal OES/FEMA for approval.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on the Administrative Draft LHMP document. If HMPC members identify additional information during this review, this information can be shared and incorporated into the Public Review Draft LHMP.

Public Draft Review and Revision

Upon completion of revisions and approval from the City, the Public Review Draft LHMP shall be distributed for public review. Using the City's website, social media accounts, and distribution lists, the APS Team will work with staff to identify where the document can be accessed, either electronically or in hard copy. We typically recommend a review period of 30 days, but this can be modified based on staff desires. We also recommend a public meeting/workshop that provides an overview of the Public Review Draft LHMP document during the public review period, allowing for questions, comments, and feedback from the public and elected/appointed officials (depending on the meeting location). A compilation of public review comments will be incorporated into the plan, where appropriate, before transmittal to Cal OES/FEMA.

City Staff Requirements

The APS Team anticipates City staff will assist with outreach and engagement efforts during the public review period. Relying on content prepared by the APS Team, we will work with City staff to release announcements and facilitate meetings, allowing for feedback and insight into relevant community concerns that can improve the plan.

Cal OES/FEMA Draft Review

Upon completing the public review period, the APS Team will review comments received and prepare the LHMP for transmittal to Cal OES/FEMA. Completing this task also includes finalizing the FEMA Plan Review Tool (Crosswalk), which accompanies the document when transmitted. Upon receiving comments from Cal OES and FEMA (if warranted), the APS Team will prepare revisions and coordinate with agency staff until deemed satisfactory, allowing the City to adopt the plan.

City Staff Requirements

The APS Team anticipates City staff will review any revisions requested by Cal OES/FEMA, if necessary.

Local Hazard Mitigation Plan Adoption

Upon receiving an Approvable Pending Adoption (APA) letter from FEMA, the APS Team will prepare a final version of the LHMP for presentation and adoption at City Council. The APS Team will assist staff with staff report content and an adoption resolution as part of this task.

Note: Local Hazard Mitigation Plans are considered exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). As such, no environmental compliance is required to adopt the LHMP.

City Staff Requirements

The APS Team anticipates City staff will provide preferred document templates/formats for adoption materials and provide comments and feedback on presentation materials prepared by the APS Team. This task also assumes City staff will coordinate the dates and times for adoption hearings and any notice required to support those hearings.

Optional Tasks

The following optional tasks can be completed alongside the LHMP to take advantage of several efficiencies and ensure greater compliance with California Government Code Requirements. The following optional tasks can be incorporated into our proposed work program

SB99 - Single Ingress/Egress Analysis – General Plan Safety Elements are now required to identify the locations within a community where single ingress/egress (one way in/out) conditions exist and may create constraints to evacuation. This type of analysis is very straight forward and can assist communities prone to evacuation to better understand locations where roadways and parcels taking access on those roadways may become challenged during an evacuation.

AB 747 – Evacuation Assessment – Starting in 2022, this Assembly Bill would require the safety element to be reviewed and updated as necessary to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. While the City may have this information already completed, if the information is outdated or new hazard events have occurred, this task could be incorporated into the scope of work. Typically, completion of this effort would include traffic modeling and assessment of roadway conditions, which Atlas Planning Solutions would complete using one of our transportation consultant partners.

General Plan Safety Element Update – Since 2006 numerous updates to the California Government Code have introduced new requirements for General Plan Safety Element that focus on LHMP integration (AB 2140), Flood (AB 162), Wildfire (SB 1241), Climate Adaptation (SB 379), and Evacuation (SB 99, AB 747). To navigate all of these new requirements, Atlas Planning can support the City with a Safety Element update that integrates the LHMP effectively, complies with these new requirements, and streamlines the policy framework used by the City to review development applications.

EOP Hazards Integration – One of the advantages to preparing/updating the LHMP is the ability to integrate the new information into other relevant documents. A key emergency management document that we often find inconsistencies with the LHMP is a City's Emergency Operations Plan (EOP). As part of the LHMP preparation process, Atlas Planning has provided focused updates to the EOP ensuring that the hazard discussions between the two documents are consistent and representative of the issues and concerns within the City.

The optional tasks identified above are a sample of the types of additional tasks that Atlas Planning Solutions can offer the City as part of the proposed scope of work. If other tasks are desired by the City, Atlas Planning Solutions would be happy to discuss the City's preferred scope. If any of these optional tasks are requested by the City, Atlas Planning Solutions will provide a detailed scope of work and budget for the desired task, ensuring the City stays within the identified budget. All of the tasks identified above have been successfully covered by FEMA grant funds awarded to our previous clients and depending on the tasks preferred and level of effort preferred could be covered under the City's identified budget.

VIII. Team Qualifications/Experience

Atlas Planning Solutions' Hazard Mitigation Planning Experience

Atlas Planning Solutions staff have completed or are currently working on several Local Hazard Mitigation Plans and General Plan Safety Elements throughout the State. With extensive experience assisting communities as they address the changing legislative requirements and frameworks governing hazards and resiliency within California, Atlas Planning Solutions has a breadth of experience to support the City.

Over the past 10 years, Atlas Planning Solutions staff have assisted the following jurisdictions throughout Southern California (Jurisdictions in common with Aliso Viejo are in **bold**):

Atlas Planning Solutions Prior Experience				
Jurisdiction	LHMP Assistance	Safety Element Assistance	Climate Adaptation Assistance	Evacuation Assistance
City of Anaheim (2022)	✓	✓	✓	✓
City of Canyon Lake (2022)		✓	✓	✓
City of Capitola (2013)	✓		✓	
City of Colton (2019)	✓	✓	✓	
City of Costa Mesa (2021)	✓	✓	✓	
City of Culver City/Culver City School District (2017)	✓		✓	
City of Duarte (2013)	✓		✓	
City of Encinitas (2023)		✓	✓	✓
City of Fullerton (2019)	✓	✓	✓	
City of Hollister (2022)	✓		✓	
City of Huntington Beach (2012, 2017, 2022)	✓	✓	✓	
City of Irvine (2020)	✓		✓	
City of La Palma (2020)	✓		✓	
City of Laguna Beach (2018, 2021)	✓	✓	✓	✓
City of Laguna Woods (2017)		✓	✓	
City of Lancaster (2021)		✓	✓	✓
City of Loma Linda (2022)	✓	✓	✓	✓
City of Maricopa (2015)	✓	✓	✓	
City of Palm Desert (2017)		✓		
City of Perris (2021)		✓	✓	✓
City of Rancho Cucamonga (2021)	✓	✓	✓	✓
City of Redondo Beach (2020)	✓		✓	
City of Santa Rosa (2016, 2022)	✓	✓	✓	✓
City of Saratoga (2012, 2023)		✓		✓
City of Seal Beach (2019)	✓	✓	✓	
City of South Gate (2018)	✓	✓	✓	✓

City of Stanton (2022)	✓		✓	
City of Torrance (2017)	✓		✓	
City of Vernon (2022)	✓		✓	✓
City of Westminster (2017)	✓		✓	
Town of Hillsborough (2023)		✓	✓	✓
Town of Portola Valley (2023)		✓	✓	✓
Town of Windsor (2017)	✓		✓	
County of Butte (2023)		✓		
County of Inyo/City of Bishop (2017)	✓		✓	
County of Mendocino (2021)	✓	✓	✓	✓
County of San Diego (2021		✓		✓
County of Santa Clara (2023)		✓	✓	✓

The following representative projects highlight Atlas Planning Solutions relevant experience. Several of these provide reference information as identified by the RFP, and reference letters from past clients have been included in Appendix B:

2023 Costa Mesa LHMP Update | City of Costa Mesa, CA
Atlas Planning Solutions is currently preparing the City of Costa Mesa's first Local Hazard Mitigation Plan. This plan focuses on key issues within the community like aircraft incidents, climate change, dam failure, seismic and geologic hazards, flooding, hazardous materials, space weather, and terrorism/mass-casualty incidents. As part of this effort, our team is also updating the City's Emergency Operations Plan and providing guidance on future updates to the General Plan Safety Element and Evacuation Assessment. The plan was recently reviewed by Cal OES and after minor revisions has been transmitted to FEMA for final review and approval. This project is currently within budget and the original schedule, even with delays suffered by the COVID-19 pandemic and change over in staff. Completion will occur on budget and within the original grant window identified by FEMA/Cal OES.

Duration: March 2021– March 2023
Cost: $150,000
Type of Contract: LHMP Preparation and Emergency Operations Plan Update
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Costa Mesa
Contact Name and Title	Brenda Emrick
Company Address	77 Fair Drive, Costa Mesa, CA 92626
Contact Telephone Number	714-327-7406
Contact Email	brenda.emrick@costamesaca.gov
Timeframe	March 2021– March 2023

2022 Anaheim LHMP Update | City of Anaheim, CA
Atlas Planning Solutions recently updated the 2017 City of Anaheim LHMP. This update focused on re-prioritizing plan goals and mitigation actions. As part of the update, the City and APS collaborated on revisions to mitigation actions and priorities to ensure future actions were implementable, which was a big concern for the City. As part of this effort, Atlas Planning Solutions

also updated the City's General Plan Safety Element (adopted on 1/101/2023), which addresses climate adaptation and evacuation concerns. This plan was approved in May 2022 and received zero comments from FEMA during their review. This project was completed on time and within the original budget.

Duration: June 2021 – May 2022 (LHMP Update Timeframe)
Cost: $110,000
Type of Contract: LHMP Update and General Plan Safety Element Update
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Anaheim
Contact Name and Title	Dr. Jannine Wilmoth
Company Address	201 S. Anaheim Blvd, Suite 300, Anaheim, CA 92805
Contact Telephone Number	714-765-4095
Contact Email	jwilmoth@anaheim.net
Timeframe	June 2021 – January 2023

2022 / 2017 / 2012 Huntington Beach Local Hazard Mitigation Plan Updates | City of Huntington Beach, CA
Atlas Planning Solutions updated the City's 2022 LHMP. This is the third opportunity for Atlas Planning Solutions staff to support the City with their LHMP. Prior updates occurred in 2012 and 2017. These updates included reviews of city plans and policies, identification of facilities necessary for city operation, prioritization of hazards, preparation of hazard profiles that could impact the city, preparation of a risk assessment, and updated mitigation actions to reduce potential vulnerabilities in the future. The process included facilitating meetings with city department personnel and various stakeholders, and close coordination with City staff to ensure that the appropriate focus and direction were used to complete the document. In addition, an online public opinion survey was distributed to over 3,000 residents, stakeholders, and interested parties via a press release, direct correspondence, and the City's website. The final review of both the 2012 and 2017 plans by Cal OES and FEMA Region IX resulted in minimal comments and revisions. The 2022 LHMP Update received zero comments from FEMA during their review and was adopted by the City in December 2022. This project was completed on time and within budget. All prior updates have also been completed in the same manner.

Contract Year: July 2021 – December 2022
Cost: $30,000
Type of Contract: LHMP Update
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Huntington Beach
Contact Name and Title	Brevyn Mettler, Emergency Services Coordinator
Company Address	2000 Main St, Huntington Beach, CA 92648
Contact Telephone Number	714-374-1565
Contact Email	brevyn.mettler@surfcity-hb.com
Timeframe	July 2021 – December 2022

2021 Rancho Cucamonga LHMP Update | City of Rancho Cucamonga, CA
Atlas Planning Solutions has assisted the City of Rancho Cucamonga since December 2019 on various hazard-related efforts. During this time, the APS Team assisted with an update to the General Plan Safety Element (as part of the Plan RC project), updated the City's 2021 Local Hazard Mitigation Plan, supported the preparation of an Evacuation Assessment that met both SB99 and AB 747 requirements, and is currently updating the City's Emergency Operations Plan. Key concerns throughout these projects focus on the prevalence of high wildfire risks that could trigger the need for emergency response and evacuations. Key outcomes of this effort include better integration of the EOP, LHMP, and Evacuation Assessment with the General Plan Safety Element and the ability of the City to better align goals, policies, and implementation actions across these different planning frameworks. The LHMP Update was completed in approximately 15 months (suffering minor delays during the start of the COVID-19 Pandemic). Review and approval by Cal OES and FEMA involved minor revisions that significantly streamlined the review and approval process. This project was completed on time and within budget.

Duration: February 2020 – May 2021 (LHMP Update Timeframe)
Cost: $179,240
Type of Contract: LHMP Update, General Plan Safety Element Update, Evacuation Assessment, and EOP Update
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson

Reference Information	
Company Name	City of Rancho Cucamonga (Fire Protection District)
Contact Name and Title	Joseph Ramos, Emergency Management Coordinator
Company Address	10500 Civic Center Dr, Rancho Cucamonga, CA 91730
Contact Telephone Number	909-774-3009
Contact Email	Joseph.Ramos@cityofrc.us
Timeframe	December 2019 – December 2022

2021 County of Mendocino Safety Element Update, LHMP Update, and Climate Adaptation Vulnerability Assessment | County of Mendocino, CA
Atlas Planning Solutions led a multi-disciplinary team that updated the Mendocino County Multi-Jurisdictional Hazard Mitigation Plan and General Plan Safety Element and prepared a Climate Adaptation Vulnerability Assessment. This update focused on recent wildfire incidents that have occurred within the region in the past three years, as well as the changing regulatory requirements necessary to ensure compliance with state law. Both the MJHMP and Climate Adaptation Vulnerability Assessment provide the foundation for goals and policies that the County and Cities will implement in the future, as well as mitigation strategies to further reduce potential hazards in the near term.

Duration: March 2020 – June 2021
Cost: $289,828
Type of Contract: Safety Element Update, LHMP Update, Climate Adaptation Vulnerability Assessment
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson

Reference Information	
Company Name	County of Mendocino
Contact Name and Title	Nash Gonzalez, Planning Director

Company Address	501 Low Gap Road, Ukiah, CA 95482
Contact Telephone Number	707-234-6693
Contact Email	gonzalezn@mendocinocounty.org
Timeframe	March 2020 – June 2021

2020 Irvine LHMP Update | City of Irvine, CA
Atlas Planning Solutions prepared the 2020 update of the City of Irvine LHMP. This update focused on refreshing the last updated plan in 2005 and ensuring the current version met all of the new FEMA requirements introduced in 2011. As part of the update, the APS Team had to navigate the changing conditions associated with COVID-19 restrictions and demands on staff time and capacity. The plan's update received minimal comments from Cal OES and obtained FEMA approval without comment.

Contract Year: August 2019 – August 2020
Cost: $75,101
Type of contract: LHMP Update
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Irvine
Contact Name and Title	Robert Simmons, Emergency Management Administrator
Company Address	1 Civic Center Plaza, Irvine, CA 92606
Contact Telephone Number	949-724-7235
Contact Email	rsimmons@cityofirvine.org
Timeframe	August 2019 – August 2020

2021 Laguna Beach Safety Element Update and 2018 Laguna Beach Local Hazard Mitigation Plan | City of Laguna Beach, CA

Atlas Planning Solutions staff have supported several projects for the City of Laguna Beach. In 2021 Atlas Planning supported the City's update of the General Plan Safety Element. This update focused on streamlining the Safety Element, which was previously adopted in 1995. As part of this process, Atlas Planning updated the element to ensure compliance with Government Code updated (SB 1241, SB 379, AB 2140) and supported the City during the Cal Fire/ Board of Forestry review and approval process and facilitated discussions with Emergency and Disaster Preparedness Committee members that collaborated on the element update process. During the update, Aaron worked with Marc Weiner, James Brown, and Brenden Manning on this update.

Prior to joining Atlas Planning, Aaron Pfannenstiel managed the preparation of the City's first LHMP. Key issues identified in this LHMP included wildfire (numerous incidents have impacted the community over the years), flooding, and landslides. During the hazard mitigation planning process, significant community outreach included social media outreach (via Facebook, Twitter, and Nextdoor), interactive and informative community workshops, and an online survey that gathered information from over 100 respondents. During the update, Aaron worked with Jordan Villwock (previous Emergency Services Coordinator for Laguna Beach on this update.

Contract Year: June 2000 – August 2001 | July 2017 – June 2019
Cost: $115,000
Type of Contract: Safety Element Update | LHMP (New)

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Robert Jackson, Crystal Stueve

Company Name	City of Laguna Beach
Contact Name and Title	Marc Wiener, Community Development Director
Company Address	505 Forest Avenue, Laguna Beach, CA 92651
Contact Telephone Number	949-497-0361
Contact Email	mwiener@lagunabeachcity.net
Timeframe	June 2020–August 2021

Company Name	City of Ontario (for a project at City of Laguna Beach)
Contact Name and Title	Jordan Villwock, Fire Administration Director
Company Address	415 E. B Street, Ontario, CA 91764
Contact Telephone Number	909-395-2543
Contact Email	jvillwock@ontarioca.gov
Timeframe	July 2017–June 2019

In addition to Atlas Planning Solutions experience, Navigating Preparedness Associates (NPA) has decades of experience in the following areas:

- Disaster Mitigation Act (DMA) 2000 Compliant Hazard Mitigation Plans
- Water District Emergency Preparedness
- Public Health Emergency Preparedness and Response
- City, County, and Special District Emergency Operations Plans
- Maritime Threat Analysis and Response
- Catastrophic Incident Planning
- Homeland Security Exercise and Evaluation Program (HSEEP) Compliant Exercises

NPA has completed the development of, or updates to, dozens of LHMPs. Key relevant past projects completed by NPA are identified below:

- Valley County Water District: LHMP update (2020)
- City of Lynwood LHMP (2020)
- City of Artesia LHMP (2020)
- City of Hawthorne LHMP (2020)
- County of Tulare Multi-jurisdiction LHMP (2018)
- Gila County, AZ Multi-jurisdiction LHMP (2018)
- City of Hermosa Beach LHMP (2017)
- City of Covina - Water Agency ERP (2017)
- City of Pittsburg, CA (2016)
- Water Emergency Transportation Authority: Develop LHMP and other projects (2016)

Atlas Planning Solutions does not have any previous or current contracts with the City of Aliso Viejo

Since firm inception (2018), Atlas Planning Solutions has not been terminated on any contracts executed.

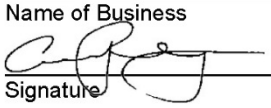
IX. Additional Forms

CITY OF ALISO VIEJO
DECLARATION OF POLITICAL CONTRIBUTIONS

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

Atlas Planning Solutions has not made any political contributions to Aliso Viejo elected officials or any other elected officials in any other jurisdiction.

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

Riverside, CA	1-17-2023
City, State	Date
Atlas Planning Solutions	Aaron Pfannenstiel
Name of Business	Print Name
	
Signature	

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO
ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

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

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

Atlas Planning Solutions
Name of Business

Aaron Pfannenstiel
Print Name


Signature

1-17-2023
Date

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO
ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

I, Aaron Pfannenstiel, the Secretary
(President, Secretary, Manager, Owner or Representative)

of Atlas Planning Solutions, certify that I have
(Name of Company or Corporation or Owner)

read and understand the insurance requirements set forth in the Request for Proposals for the [Local Hazard Mitigation Plan Development] and the Agreement form included therein, and accept such requirements as specified.

Firm: Atlas Planning Solutions
Name (Please Print or Type)

By: _____
Signature

Date: 1-17-2023

This executed form must be submitted with the Proposal.

X. Cost Proposal

Atlas Planning Solutions has provided a cost proposal based on tasks and hourly rate schedule. The following assumptions were used to develop this cost proposal:

- Plan preparation will rely on readily information from existing City plans and relevant plans and information from County and State plans.
- No issues are anticipated with the City's typical payment procedures and timeframes.
- No additional fees are anticipated beyond those identified in the proposed cost proposal.
- The proposed fee is our best estimation based on our assessment of the City needs. If any assumptions are incorrect or require refinement, the APS Team will be happy to work with the City to refine this estimate.
- APS proposes a project contingency budget of 10% of the proposed fee. This amount is identified for unanticipated needs or additional work desired by the City. Use of this budget would only occur with prior approval by the LHMP Project Manager.
- Optional Tasks have been identified in the scope of work. A budget for these can be provided upon request if the City would like to add them to the project.

Task Name	Aaron Pfannenstiel	Suzanne Murray	Dennis Larson	Crystal Stueve	Robert Jackson	Lee Rosenberg	Total Fees
	$210	$140	$175	$135	$110	$165	
Phase 1: LHMP Planning / Development Process	36	14	6	22	46	4	$19,260
Project Kick-Off Meeting and Research (HMPC identification, Stakeholder Identification)	4	2	2	6	8	2	$3,490
HMPC Meetings (3)	12	6			12		$4,680
Community Engagement Strategy/Content	4	4		6	8		$3,090
Public Workshops (3)	8		2	10	16		$5,140
Project Management/Coordination	8	2	2		2	2	$2,860
Phase 2: Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)	18	8	48	34	30	22	$24,820
Hazard Identification and Profiles	4	2	8	12	12	2	$5,790
Hazard Mapping	4	2	20	8	8	2	$6,910
Hazard Vulnerability Assessment	8	2	20	12	8	2	$8,290
Capability Assessment	2	2		2	2	16	$3,830
Phase 3: Hazard Mitigation Strategy	10	4	0	20	20	0	$7,560
Develop Hazard Mitigation Goals	2			4	4		$1,400
Develop, Update, Evaluate, and Prioritize Mitigation Actions	4	2		8	8		$3,080
Mitigation Actions Implementation Plan	4	2		8	8		$3,080
Phase 4: Hazard Mitigation Plan Maintenance Process	14	14	4	24	36	4	$13,460
Administrative Draft LHMP (includes: Monitoring, Evaluating, and Updating, Incorporation into Existing Planning Mechanisms, Implementation Schedule, and Continued Public Involvement)	4	4	2	8	16	4	$5,250
Public Review Draft LHMP and Revisions	4	4	2	8	8		$3,710
Final Draft LHMP	2	2		8	8		$2,660
Final Plan Approval and Adoption	4	4			4		$1,840
Reimbursable Expenses (mileage, reproduction, other materials)							$1,000
Grand Total	**78**	**40**	**58**	**100**	**132**	**30**	**$66,100**

CITY OF ALISO VIEJO
PRICING SHEET

Task	Task Name/Description	Hourly Rate	Total Hours	Total Cost
PHASE I: LHMP Planning/Development Process				
A	"Project Kick-Off Meeting and Research (HMPC identification, Stakeholder Identification)	$ 145.42	24	$ 3,490
B	HMPC Meetings (3)	$ 156.00	30	$ 4,680
C	Community Engagement Strategy/Content	$ 140.45	22	$ 3,090
D	Public Workshops (3)	$ 142.78	36	$ 5,140
E	Project Management/Coordination	$ 178.75	16	$ 2,860
PHASE II: Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)				
A	Hazard Identification and Profiles	$ 144.75	40	$ 5,790
B	Hazard Mapping	$ 157.05	44	$ 6,910
C	Hazard Vulnerability Assessment	$ 159.42	52	$ 8,290
D	Capability Assessment	$ 159.58	24	$ 3,830
		$		$
PHASE III: Hazard Mitigation Strategy				
A	Develop Hazard Mitigation Goals	$ 140.00	10	$ 1,400
B	Develop, Update, Evaluate, and Prioritize Mitigation Actions	$ 140.00	22	$ 3,080
C	Mitigation Actions Implementation Plan	$ 140.00	22	$ 3,080
		$		$
		$		$
PHASE IV: Hazard Mitigation Plan Maintenance Process				
A	Administrative Draft LHMP	$ 138.16	38	$ 5,250
B	Public Review Draft LHMP and Revisions	$ 142.69	26	$ 3,710
C	Final Draft LHMP	$ 133.00	20	$ 2,660
D	Final Plan Approval and Adoption	$ 153.33	12	$ 1,840
E	Reimbursable Expenses (mileage, reproduction, other materials)	$ N/A	N/A	$ 1,000
			Grand Total	$ 66,100

Attachment A – Staff Resumes

The following resumes for Atlas Planning Solutions Team members supporting the Aliso Viejo LHMP Update are provided below.

AARON PFANNENSTIEL, AICP

Principal, CFO

Email: aaron@atlasplanning.org
Phone: 951-444-9379
Years of Experience: 22

EDUCATION/DEGREES

- *M.U.R.P., 2005, Regional Planning/Urban Planning, California State Polytechnic University, Pomona*
- *B.A., 2001, Environmental Studies, University of California at Santa Barbara*
- *B.S., 2001, Geological Sciences, University of California at Santa Barbara*

PROJECT MANAGER | SAFETY ELEMENT AND HAZARD MITIGATION SME

Aaron has 20 years of experience in community planning, focusing on emergency management, hazard mitigation, and community resiliency. With a background in geology, environmental studies, and urban planning, he helps clients understand hazards, assess vulnerabilities, and develop policies, programs, and mitigation strategies that make communities safer. Over the past decade, he has also trained hundreds of students, planners, and other professionals in these topics.

Aaron incorporates hazard mitigation into comprehensive planning projects to increase resiliency in communities. He prepares local and multi-jurisdictional hazard mitigation plans, emergency operations plans, general plans, and safety elements. He recently assisted clients with developing innovative planning practices as part of a pilot program that enhances communities' adaptation to wildfires. Aaron has also prepared environmental documents for CEQA compliance and due diligence and feasibility studies, and he has conducted community outreach and education efforts in communities throughout California.

RELEVANT AND CURRENT EXPERIENCE

Local Hazard Mitigation Plans and Safety Elements
Assisting*/ assisted the following communities with preparation/updates to their General Plan Safety Elements and Local Hazard Mitigation Plans in the past three years:

- **City of Costa Mesa**, Local Hazard Mitigation Plan, Project Manager*
- **City of Vernon,** Local Hazard Mitigation Plan Update, Project Manager*
- **City of Stanton,** Local Hazard Mitigation Plan, Project Manager*
- **City of Anaheim,** Local Hazard Mitigation Plan Update, Project Manager*
- **City of Canyon Lake,** General Plan Safety Element Update, Project Manager*
- **City of San Bernardino,** Local Hazard Mitigation Plan Update, Project Manager*
- **City of Rancho Cucamonga**, General Plan Safety Element/ Local Hazard Mitigation Plan Updates, Emergency Operations Plan Update, Project Manager
- **City of Loma Linda**, General Plan Safety Element/ Local Hazard Mitigation Plan Updates, Project Manager
- **City of Irvine,** Local Hazard Mitigation Plan Update, Project Manager.
- **City of La Palma**, Local Hazard Mitigation Plan, Project Manager.
- **City of Laguna Beach,** Local Hazard Mitigation Plan, Project Manager.
- **City of Redondo Beach**, Local Hazard Mitigation Plan, Project Manager.
- **City of Seal Beach**, Local Hazard Mitigation Plan, Project Manager.
- **City of Fullerton**, Local Hazard Mitigation Plan Update, Project Manager.

- **City Colton**, General Plan Safety Element and Local Hazard Mitigation Plan Update, Project Manager.
- **City of Willits**, General Plan Safety Element Update, Project Manager
- **San Diego County**, General Plan Safety Element Update, Task Leader

City of Anaheim Local Hazard Mitigation Plan Update, General Plan Safety Element Update, (2021-Current), Project Manager
Currently assisting the City of Anaheim with the update to their 2017 City of Anaheim Local hazard Mitigation Plan, (currently in FEMA/Cal OES review). The LHMP update project focused on climate change and resilience strategies as well as the comprehensive update to the LHMP, mapping, current hazards that affect the City, and demographics. APS is currently assisting the City on the General Plan Safety Element update, with a focus on evacuation, concentrated on the eastern portion of the City, Anaheim Hills, where wildfire is a major concern. This includes an evacuation analysis of the transportation network, with policy recommendations on improving the resilience, capability, and function of the evacuation routes within this portion of the City.

City of Stanton Local Hazard Mitigation Plan, (2021 -Current), Project Manager
Currently assisting the City of Stanton with creating its first Local Hazard Mitigation Plan. The City will be eligible for FEMA hazard mitigation grant funding upon FEMA approval and formal adoption by the City. The project focuses on the natural and human-made hazards that affect the city, emphasizing climate change and its effect on natural hazards to meet current California legislation. APS has had to navigate the challenges of the COVID-19 restrictions as part of this update. The plan is currently being reviewed by FEMA and Cal OES.

City of Vernon Local Hazard Mitigation Plan Update, (2021 – Current), Project Manager
Currently assisting the City of Stanton with its 2022 LHMP update. The previous Natural Hazards Mitigation Plan expired in 2009; APS updated the plan to meet current California legislation. This included a comprehensive climate change evaluation for the city, its population, and potential future impact on the natural hazards that affect the city. Given Vernon's uniquely industrial and commercial nature, very low residential population, large daytime workforce, and the COVID-19 pandemic, this project required a different approach than a typical LHMP. Mitigation actions and resiliency strategies had to be tailored to Vernon's unique nature. Currently, the Plan is under public review, awaiting submission to FEMA and Cal OES.

PlanRC – General Plan Safety Element Update, Hazard Mitigation Plan Update, Emergency Operations Plan Update, (City of Rancho Cucamonga, CA, 2020-21), Project Manager
Assisted the City of Rancho Cucamonga with their Local Hazard Mitigation Plan (adopted by City Council in 2021), General Plan Safety Element update, and the preparation of an evacuation plan (as a subconsultant to Fehr & Peers) for the northern portion of the city. APS is also managing the Emergency Operations Plan update for the City. This comprehensive project is focused on a better understanding of the current hazard conditions that may impact the city and how these conditions could change in the future due to climate change.

City of Costa Mesa Local Hazard Mitigation Plan, (2020-21), Project Manager
Currently assisting the City of Costa Mesa with creating its first Local Hazard Mitigation Plan. The City will be eligible for FEMA hazard mitigation grant funding upon FEMA approval and formal adoption by the City. The project focuses on the natural and human-made hazards that affect the city, emphasizing climate change and its effect on natural hazards to meet current California legislation. APS has had to navigate the challenges of the COVID-19 restrictions as part of this update.

City of Irvine Hazard Mitigation Plan Update (2020), Project Manager
Assisted the City of Irvine with an LHMP update. The City's previous plan expired in 2009; APS updated the plan to meet current California legislature requirements, allowing the City to again qualify for FEMA

hazard mitigation grant funding. As part of the update, this project included a comprehensive evaluation of climate change within the city, the population, and the potential impact of future natural hazards on the city. As part of the update, the APS Team had to navigate the changing conditions associated with COVID-19 restrictions and staff time and capacity demands. The plan's update occurred with minimal comments from Cal OES and received FEMA approval without comment.

City of Fullerton Hazard Mitigation Plan Update (2019)
As a subconsultant to PlaceWorks, Mr. Pfannenstiel updated the City of Fullerton's Local Hazard Mitigation Plan previously adopted in 2012. With an expired plan, the City could not secure hazard mitigation grants. Working with the City to update their plan to ensure future access to hazard mitigation funds, this process was initiated in April 2018. In March 2019, the City released a draft copy for public review and comment. The plan was then submitted, reviewed, and approved by Cal OES staff and FEMA in June 2019. It was approved and adopted in its final version by the City in 2020.

City of Laguna Beach Local Hazard Mitigation Plan, Safety Element Assistance, and Emergency Operations Plan Update (2018), Project Manager
As a subconsultant to PlaceWorks, Mr. Pfannenstiel assisted the City with preparing its first LHMP, updating its general plan safety element, and updating its Emergency Operations Plan. Critical issues for this community include wildfire (numerous incidents have impacted the community over the years), flooding, and landslides. During the hazard mitigation planning process, significant community outreach included social media outreach (via Facebook, Twitter, and Nextdoor), interactive and informative community workshops, and an online survey that gathered information from over 100 respondents. As part of this effort, the City's 1995 General Plan Safety Element was reviewed and updated to ensure compliance with changes to the Government Code (SB 1241, SB 379, AB 2140).

City of Huntington Beach Hazard Mitigation Plan Update (2012 and 2017), EOP Update (2013 and Current), General Plan Update (2017), Project Manager
Currently assisting the City of Huntington Beach with the update to their 2022 LHMP and the 2021 Emergency Operations Plan, which is an update to the 2013 plan. Aaron Pfannenstiel previously assisted and managed both the 2012 and 2017 LHMP updates for the City; he also assisted in updating the Safety Element as part of the General Plan update in 2017.

Mendocino County MJHMP Update, Climate Adaptation Vulnerability Assessment, and Safety Element Update, Project Manager
Managed a multi-disciplinary team of consultants assisting the County of Mendocino with updating the MJHMP, General Plan Safety Element, and preparing a Climate Adaptation Vulnerability Assessment. This update focused on wildfire hazards due to recent wildfires that impacted the County, as well as climate change and evacuation-related requirements recently adopted by the California State Legislature. Upon completing this project, the County and five participating jurisdictions now have an updated MJHMP that allows them to pursue FEMA mitigation grant funds and better understand the current and potential future hazard conditions associated with climate change.

San Diego County General Plan Safety Element Update, Project Manager (As subconsultant to Ascent)
Assisted the County with the General Plan Safety Element Update preparation and review to address the changes in California Government Code. This comprehensive project focused on a better understanding of the current hazard conditions that may impact the county and how these conditions could change in the future because of climate change. This update also included a comprehensive evaluation of evacuation routes related to natural hazards and ensuring compliance with the California Government Code.

City of Lancaster, General Plan Safety Element Update, Project Manager (As subconsultant to MIG)
Assisted the City with the 2009 General Plan Safety Element Update preparation and review. A comprehensive update that focused on a better understanding of climate change and its effect on natural

hazards and a review and update of the current evacuation route network of the city and how the system can be adversely affected by natural hazards. The update ensures that the City Safety Element will meet all current California Government Code requirements.

Town of Mammoth Lakes, **Resilient Mammoth Lakes Safety Element Update, Project Manager**
Assisted the Town of Mammoth Lakes with a climate adaptation and resilience-focused update to their General Plan, which included a focused update of the Safety Element and Housing Element to comply with recent updates to the California Government Code.

WRCOG/SBCTA, Climate Adaptation and Resiliency Toolkit, Project Manager (As subconsultant to PlaceWorks)
Assisted the Western Riverside Council of Governments and the San Bernardino County Transportation Authority with preparing a Climate Adaptation and Resiliency Toolkit. This toolkit includes the preparation of a climate adaptation vulnerability assessment in conformance with the California Adaptation Planning Guidebook, an Evacuation Network Analysis using climate change/adaptation datasets to project future evacuation vulnerabilities, and guidance for over 40 local agencies to better understand and integrate climate adaptation and resiliency into their local planning and policy frameworks through their General Plan Safety Elements.

Work Completed prior to Atlas Planning Solutions

Hazard Mitigation and Emergency Management Planning

Local Hazard Mitigation Plans/Updates
Assisted the following communities with preparation/updates to their Local Hazard Mitigation Plans:

- **City of Needles, Hazard Mitigation Plan Annex Update, Project Manager**.
- **City of Huntington Beach, Hazard Mitigation Plan Update, Project Manager.**
- **City of Capitola, Hazard Mitigation Plan, Project Manager.**
- **City of Duarte, Local Hazard Mitigation Plan.**
- **City of San Luis Obispo, Local Hazard Mitigation Plan Update, QA/QC.**
- **City of Westminster, Local Hazard Mitigation Plan, Project Manager.**
- **City of South Gate, Local Hazard Mitigation Plan Update, Project Manager.**
- **City of Culver City, Multi-Jurisdictional Hazard Mitigation Plan Update, Technical Advisor.**
- **City of Santa Rosa, Local Hazard Mitigation Plan Update, Project Manager.**
- **City of Torrance, Local Hazard Mitigation Plan Update, Project Manager.**
- **County of Inyo, Multi-Jurisdictional Hazard Mitigation Plan Update, Project Manager.**
- **Town of Windsor, Local Hazard Mitigation Plan Update, Project Manager.**

Comprehensive Planning

General Plan Safety Element Updates
Assisted the following communities with Safety Element updates in conformance with California Government Code Section 65302 (g):

- **City of South Gate, Safety Element Update and Local Hazard Mitigation Plan*, Project Manager.**
- **City of Lynwood, Health and Safety Element Update.** (Subconsultant to Raimi + Associates)
- **City of Palm Desert General Plan Update*, Project Manager.** (Subconsultant to Raimi + Associates, preparing Safety Element and Program EIR)
- **City of Maricopa, Safety Element Update and Local Hazard Mitigation Plan Annex*, Project Manager.**
- **City of Laguna Woods, Safety Element Update*, Assistant Project Manager.**
- **City of Camarillo, General Plan Safety Element, Assistant Project Manager**.
- **City of Saratoga, General Plan Safety Element*, Project Manager.**
- **City of Wasco, General Plan Safety Element Update, Project Manager.**
- **City of Glendora, General Plan Update, Primary Safety Element Author.**

  * Includes the preparation of necessary CEQA documentation.

SUZANNE MURRAY

Principal, CEO

Phone: 951-444-9379
Email: suzanne@atlasplanning.org
Years of Experience: 16

Education/Degrees:

- *M.A., Current, Emergency Management/Homeland Security, AMU*
- *M.A., 2008, English, National University*
- *B.A.., 2004, English, University of California Riverside*
- *A.A., 2007, Intelligence Operations, Cochise College, Sierra Vista, AZ*
- *Certificate, 2021, Copyediting, UCSD Extension*

TECHNICAL WRITER, EDITOR | RESEARCHER | ANALYST | EDUCATOR

Suzanne Murray has authored many classified government documents throughout a 16-year career in the military. Notable documents include research and White Paper composition on Afghanistan tribes and human terrain in Afghanistan and Iraq, and North Korean cyberterrorism threats on United States ports of entry. Additional documents include training manuals for unit training to enhance readiness and training capabilities.

Relevant and Current Project Experience

- ***City of Irvine, Local Hazard Mitigation Plan Update***: Provided technical editing assistance on the Irvine Local Hazard Mitigation Plan.
- ***City of Vernon, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's updated Local Hazard Mitigation Plan. Primary duties include technical editing and document production of the LHMP document and support during the hazard mitigation planning process.
- ***City of Stanton, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's first Local Hazard Mitigation Plan. Primary duties include technical editing and document production of the LHMP document and support during the hazard mitigation planning process.
- ***City of Anaheim, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's updated Local Hazard Mitigation Plan. Primary duties include technical editing and document production of the LHMP document and support during the hazard mitigation planning process.
- ***City of Willits, General Plan Safety Element Update:*** Assisted the City with researching, writing, and drafting their LHMP update. Primary duties included technical editing and document preparation.
- ***City of Irvine, Local Hazard Mitigation Plan Update:*** Assisted the City with researching, writing, and drafting their LHMP update. Primary duties included research, technical writing, and technical editing.
- ***City of La Palma, Local Hazard Mitigation Plan:*** Assisted the City with researching, writing, and drafting their LHMP. Primary duties included research, technical writing, and technical editing.
- ***Inyo County, Emergency Operations Plan Update:*** Primary duties included technical editing and review and Incident Specific Annex preparation.
- ***City of Loma Linda LHMP and General Plan Safety Element Updates:*** Currently assisting the City with updating their 2011 LHMP and 2009 General Plan Safety Element. Primary duties include technical editing and review.
- ***City of Rancho Cucamonga Local Hazard Mitigation Plan and Safety Element Update***: Assisted the City in preparing the update to the City's 2013 Local Hazard Mitigation Plan, accompanying the updated General Plan Safety Element. These updates are part of the comprehensive General Plan

Update currently underway by a multi-disciplinary team managed by the City. Primary duties include research, technical writing, and technical editing.

- ***City of Laguna Beach General Plan Safety Element Update:*** Updated the City of Laguna Beach General Plan Safety Element to address wildfire, landslide, and flood hazards, as well as compliance with recent changes to California Government Code Section 65302 g (1). Primary duties include technical editing and review.
- ***City of Costa Mesa, Local Hazard Mitigation Plan:*** Currently assisting the City with drafting the Costa Mesa Local Hazard Mitigation Plan. Primary duties include research, technical editing, and review.

OTHER RELEVANT EXPERIENCE

United States Army Reserve, Human Intelligence Collector
2004- Present
Staff Sergeant with three overseas deployment experiences as an Intelligence Collector and Analyst. Report writing included Intelligence Information Reports and White Papers involving information to piece together information for various intelligence gaps. Intelligence Information Reports and White Papers required investigation, interviewing, and research before publication into the intelligence community.

SAIC
2011–2013
Conducted research on different cases for detained personnel within the Detention Facility in Parwan, Bagram, Afghanistan. Information gathered was analyzed into report format and delivered via oral examination to a panel of field-grade military officers to translate classified information into usable unclassified information. This data was used to determine if a detainee's intelligence reporting was attributable to him for use in an Afghan court of law.

PROFESSIONAL AFFILIATIONS

United States Army Reserves
Education Specialist (Special Educator)

PROFESSIONAL CERTIFICATIONS

DoD Top Secret Clearance w/ SCI Eligibility
Secondary English Credential

FEMA TRAINING COURSES

IS 100
IS 230
IS 235

DENNIS LARSON

Senior Planner

Phone: 951-444-9379
Years of Experience: 24

Education/Degrees:

- *M.A., Economics, California State San Diego*
- *B.A., Geography, California State San Diego*

HAZARD MITIGATION PLANNER | GIS MAPPING TECHNICAL EXPERT | CLIMATE CHANGE SUBJECT MATTER EXPERT

Mr. Larson has 18 years of experience in public agency program management, policy research, and technical analysis. His specialties include long-range planning, hazard mitigation, climate resiliency, Geographic Information Services, and economic impact analyses. Dennis helps public agencies and private firms develop and evaluate policies, programs, and strategies with measurable performance impacts.

Relevant and Current Project Experience

- ***City of Vernon, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's updated Local Hazard Mitigation Plan. Primary duties involve GIS analysis and preparation of the risk assessment.
- ***City of Stanton, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's updated Local Hazard Mitigation Plan. Primary duties involve GIS analysis and preparation of the risk assessment.
- ***City of Anaheim, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's updated Local Hazard Mitigation Plan. Primary duties involve GIS analysis and preparation of the risk assessment.
- ***City of Costa Mesa, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's updated Local Hazard Mitigation Plan. Primary duties involve GIS analysis and preparation of the risk assessment.
- **San Diego Unified Port District, Port Master Plan Update, Safety and Resiliency Element (2015 – Current):** Dennis has led a multi-disciplinary team of consultants since 2015 to prepare a comprehensive update to the Port Master Plan, including drafting a new Safety and Resiliency Element. The work program includes updating all policies, development standards, and identification of allowable uses within the District's jurisdiction on and around San Diego Bay. (2017 Award Winner: Outstanding Public Involvement, National Association of Environmental Professionals**)**
- **City of Irvine, Local Hazard Mitigation Plan (2020):** Dennis provided technical support using Geographic Information Systems and applied data research. He collected temporal and spatial information from federal, state, and local resources to map existing conditions, identify projected hazards, and summarize potential impacts to affected geographies.
- **City of Rancho Cucamonga, Safety Element (2020):** Dennis provided technical support using Geographic Information Systems and applied data research. He evaluated the city's existing and projected demographic and economic conditions to understand the relationship between potential hazards and vulnerable populations.
- **San Diego Unified Port District, AB691 SLR Vulnerability Assessment and Coastal Resiliency Report (2019):** Dennis led a multi-disciplinary team of consultants to prepare the coastal vulnerability assessment. The work program included an analysis of the impacts of projected sea-level rise, an

estimate of financial costs of the impacts, and a strategy for how the local trustee may protect and preserve existing and proposed natural and built environment resources and facilities. (2019 Award Winner: Outstanding Environmental Technical Report, San Diego Chapter, Association of Environmental Professionals)

- **San Diego Unified Port District, San Diego Ocean Planning Partnership and Preliminary Assessment Report (2019):** Dennis was the advisor for developing the San Diego Ocean Planning Partnership - a collaborative pilot project between the California State Lands Commission and the Port of San Diego. Dennis also guided the project team to engage with over 100 stakeholders to understand better the risks, hazards, and opportunities in the ocean space offshore San Diego County and helped draft the Preliminary Assessment Report. (2019 Award Winner: Outstanding Public Involvement, San Diego Chapter, Association of Environmental Professionals)
- **San Diego Regional Climate Collaborative and National Oceanic and Atmospheric Administration, Comparing Sea Level Rise Adaptation Strategies in San Diego: An Application of the NOAA Economic Framework (2017):** Dennis was tasked with providing a comparative benefit-cost analysis of coastal resilience strategies for participating cities in San Diego County following the framework outlined in the NOAA funded study, *What Will Adaptation Cost?* An Economic Framework for Coastal Community Infrastructure. Dennis collaborated with the Federal Emergency Management Administration and NOAA on using and integrating the FEMA HAZUS-Flood model with NOAA's framework to evaluate the temporal, spatial, and financial impacts of potential hazards at the local level.
- **City of Encinitas, FEMA Benefit-Cost Analysis for Coastal Hazard Resiliency (2017):** Dennis researched, developed, and implemented a data collection and analysis protocol to identify, monitor, and evaluate coastal hazards in the city. By integrating public works hazard response data into the Federal Emergency Management Administration's Benefit-Cost Analysis Tool, the City can better evaluate and monitor changes in the frequency and magnitude of hazard impacts and the associated costs to respond.
- **City of San Diego, Otay Mesa Community Plan Update, Public Facilities, Safety, & Services Element (2014):** Dennis helped manage and draft the community plan update that provided a unique opportunity to coordinate a multi-modal transportation network, balancing economic prosperity with housing needs, and coordinating infrastructure financing and phasing with complex land-use decisions. He was responsible for drafting safety policies for seismic and hazardous materials. (2017 Award Winner: Comprehensive Planning Award – Large Jurisdiction, San Diego Chapter, American Planning Association)
- **City of San Marcos, Safety Element (2012):** Dennis provided technical support to develop the Safety Element, including data collection and analysis of existing and projected conditions. Using Geographic Information Systems, he identified potential impacts on vulnerable populations and helped to draft policies to plan, prepare, and respond to hazardous conditions.

FEMA Training Courses

IS 100
IS 200
IS 700/ IS 800
EOC Operations and Planning for All Hazards

CRYSTAL STUEVE

Associate Planner

Phone: 951-444-9379
Email: crystal@atlasplanning.org
Years of Experience: 15

Education/Degrees:

- *M.A., 2017, Mass Communications & Journalism, Kent State University*
- *B.S., 2012, Intelligence Management, Henley-Putnam University*

RESEARCHER | ANALYST | TECHNICAL WRITER AND EDITOR

Crystal Stueve has authored many classified government documents throughout her 19-year career in the military. Notable compositions include research and analytical reports on the Islamic State of Iraq and the Levant (ISIL) and militia groups within Iraq and tactical and strategic reporting on Mexican drug trafficking organizations and transnational organized crime that pose an immediate threat to national security. Additional documents include training manuals and unit standard operating procedures to enhance unit readiness and training capabilities.

Relevant and Current Project Experience

- ***City of Irvine, Local Hazard Mitigation Plan Update***: Provided technical editing assistance on the Irvine Local Hazard Mitigation Plan.
- ***City of Vernon, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's updated Local Hazard Mitigation Plan. Primary duties involve research, writing, and compiling the LHMP document and support during the hazard mitigation planning process.
- ***City of Stanton, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's first Local Hazard Mitigation Plan. Primary duties involve research, writing, and compiling the LHMP document and support during the hazard mitigation planning process.
- ***City of Anaheim, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's updated Local Hazard Mitigation Plan. Primary duties involve research, writing, and compiling the LHMP document and support during the hazard mitigation planning process.
- ***City of Costa Mesa, Local Hazard Mitigation Plan:*** Currently assisting the City with drafting the Costa Mesa Local Hazard Mitigation Plan. Primary duties include research, preparing hazard profiles, reviewing, and preparing plan components.
- ***City of Loma Linda LHMP and General Plan Safety Element Updates:*** Currently assisting the City with updating their 2011 LHMP and 2009 General Plan Safety Element. Primary duties include reviewing and preparing hazard profiles associated with terrorism, hazard materials release, and aircraft incidents.
- ***Inyo County, Emergency Operations Plan Update:*** Primary duties included technical editing and review of Functional Annexes and author of Specific Annexes.
- ***Mendocino County MJHMP Update, Climate Adaptation Vulnerability Assessment, and General Plan Safety Element Update***: Assisted the County with General Plan Safety Element preparation and review. Primary duties included research, plan preparation, and technical editing.
- ***City of Lancaster, General Plan Safety Element Update:*** Assisted the City with the 2009 General Plan Safety Element Update preparation and review. Primary duties included technical editing and document review.
- ***City of Rancho Cucamonga Local Hazard Mitigation Plan and Safety Element Update***: Assisted the City with updating their 2013 Local Hazard Mitigation Plan, accompanying the updated General Plan Safety Element. These updates are part of the comprehensive General Plan Update currently underway by a multi-disciplinary team managed by the City. Primary duties included technical editing.

- ***City of Laguna Beach General Plan Safety Element Update:*** Assisted in updating the City of Laguna Beach General Plan Safety Element to address wildfire, landslide, and flood hazards, as well as compliance with recent changes to California Government Code Section 65302 g (1). Primary duties include technical writing and editing.
- ***City of Costa Mesa, Local Hazard Mitigation Plan:*** Currently assisting the City with drafting the Costa Mesa Local Hazard Mitigation Plan. Primary duties include technical writing and editing.
- ***City of Hollister, Local Hazard Mitigation Plan Update:*** Assisted the City of Hollister with researching, writing, and drafting their LHMP update. Primary duties included technical writing and editing.

OTHER RELEVANT EXPERIENCE

San Bernardino Police Department, Criminal Investigation Officer/EOC Specialist, 2018-2020

Assisted the Emergency Operations Center during activations for emergencies or disasters; attended meetings, exercises, forums, and functions relating to emergency management. Assisted with preparing emergency management media briefings; worked with the Department's Public Information offices to develop and provide appropriate public notifications in an EOC activation event.

US Army Reserve, Human Intelligence Collector, 2014-Present

Staff Sergeant with two overseas deployment experiences as an Intelligence Collector and Analyst. Report writing included Intelligence Information Reports and analytical products to answer intelligence requirements and address intelligence gaps. These products required investigation, interviewing, and research before publication to the intelligence community.

US Army Civil Affairs and Psychological Operations Command (Airborne) – Emergency Operations Center Analyst, 2012-2014

Monitored unfolding emergencies and wrote daily reports such as threat briefs, serious incident reports, commander's location reports, and significant activities reports to ensure the Commanding General and his staff were given situational awareness of events within their area of responsibility. Maintained situational awareness of 84 subordinate units in 28 states. Worked with civil authorities, DoD agencies, and local military and civilian response authorities to evaluate their resources and coordinate mutual support agreements where applicable.

United States Army Reserve, Weapons of Mass Destruction Specialist, 2002-2012

Coordinated assets and efforts for Weapons of Mass Destruction (WMD) force protection programs, WMD defense support to civil authorities, WMD vulnerability analysis, and sensitive site assessment/exploitation. Trained military and civilian first responders on WMD response operations. Planned and implemented WMD training for Soldiers. Assigned as a member of the first team in US Army history to become certified in Domestic Mass Casualty Decontamination. The Domestic Mass Casualty Decontamination team concept was created immediately after 9/11 in response to the growing threat of a domestic WMD attack.

ROBERT JACKSON

Assistant Planner

Phone: 951-444-9379
Email: robert@atlasplanning.org
Years of Experience: 2

RESEARCHER | ANALYST

Robert Jackson has worked for Atlas Planning as an assistant planner and has been an integral part in a multitude of projects since joining the team. He has experience in Local Hazard Mitigation Plan document preparation and updates. General Plan Safety Element update research, document review, and composition. While newer to the planning world, he has proven to be a valuable asset to the Atlas Planning Team.

Relevant and Current Project Experience

- ***City of Irvine, Local Hazard Mitigation Plan Update***: Provided technical writing and editing assistance on the Irvine Local Hazard Mitigation Plan. Conducted research on historic hazard incidents and developed protocols for research on human-caused hazards such as aircraft and mass-casualty incidents.
- ***City of Vernon, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's updated Local Hazard Mitigation Plan. Primary duties involve research, writing, and compiling the LHMP document and support during the hazard mitigation planning process.
- ***City of Stanton, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's first Local Hazard Mitigation Plan. Primary duties involve research, writing, and compiling the LHMP document and support during the hazard mitigation planning process.
- ***City of Anaheim, Local Hazard Mitigation Plan:*** Currently assisting in developing the City's updated Local Hazard Mitigation Plan. Primary duties involve research, writing, and compiling the LHMP document and support during the hazard mitigation planning process.
- ***City of Costa Mesa, Local Hazard Mitigation Plan:*** Currently assisting the City with drafting the Costa Mesa Local Hazard Mitigation Plan. Primary duties include research, preparing hazard profiles, reviewing, and preparing plan components.
- ***City of Loma Linda LHMP and General Plan Safety Element Updates:*** Currently assisting the City with updating their 2011 LHMP and 2009 General Plan Safety Element. Primary duties include reviewing and preparing hazard profiles associated with terrorism, hazard materials release, and aircraft incidents.
- ***City of Rancho Cucamonga Local Hazard Mitigation Plan and Safety Element Update***: Assisted the City with updating the City's 2013 Local Hazard Mitigation Plan, accompanying the updated General Plan Safety Element. These updates are part of the comprehensive General Plan Update currently underway by a multi-disciplinary team managed by the City.
- ***Mendocino County MJHMP Update, Climate Adaptation Vulnerability Assessment, and General Plan Safety Element Update***: Assisted the County with General Plan Safety Element preparation and review. Primary duties included technical document review, plan preparation, and research.
- ***City of Hollister, Local Hazard Mitigation Plan Update:*** Currently assisting the City of Hollister with researching, writing, and drafting their LHMP update. Primary duties include research, review, hazard profile updating, and preparing current plan document components.
- ***San Diego County General Plan Safety Element Update***: Assisted the County with the General Plan Safety Element Update preparation and review to address the changes in California Government Code. Primary duties included technical document review, plan preparation, and research.

- ***City of Lancaster, General Plan Safety Element Update:*** Assisted the City with the 2009 General Plan Safety Element Update preparation and review. Primary duties included technical document review, plan preparation, and research.
- ***City of Laguna Beach General Plan Safety Element Update:*** Assisted with the City of Laguna Beach General Plan Safety Element Update. This update addressed wildfire, landslide, flood hazards, and compliance with recent changes to California Government Code Section 65302 g (1).

OTHER RELEVANT EXPERIENCE

New York Life Insurance Company: Before working for Atlas Planning Solutions, Robert worked for New York Life Insurance Company for five years. As an insurance agent, his duties included research, family and personal wealth mitigation planning, document preparation, and creating individually customized life insurance and financial solutions for clients. This experience is invaluable, as he understands that different cities and jurisdictions require unique solutions for their hazard mitigation strategies and plans.

FEMA TRAINING COURSES

- IS 230
- IS 323
- IS 318
- IS 393
- IS 320
- IS 700
- IS 322
- ICS 100

Navigating Preparedness Associates
"Charting A Clear Course"

Lee Rosenberg, CEM

Managing Principal

Years of Experience: 40 years

Education and Certifications

- Certified Emergency Manager (CEM), International Association of Emergency Managers, 2021
- Northwestern University, Master of Engineering Management

Professional Summary

Lee Rosenberg is the owner and managing director of Navigating Preparedness Associates. As the company leader, he provides direction to staff who deliver comprehensive emergency preparedness services to the government and industry. With more than 30 years of emergency management, national security, and homeland security experience, Mr. Rosenberg has a broad and deep knowledge of the practical application of operations and policy in these areas. He has a particular focus on hazard mitigation plan development and program implementation.

Mr. Rosenberg led the URS Corporation's Oakland environmental service department and West Coast emergency preparedness practice from 2008 to 2014. He served as a Federal Coordinating Officer for FEMA Region IX from 2006 to 2008, where he provided support to states for numerous presidentially declared disasters. Before working for FEMA, Mr. Rosenberg completed a 30-year career in the US Navy, during which time he served as the commanding officer of a destroyer and as the commander of a large amphibious assault craft base. He is a combat veteran of Operation Desert Storm and retired as a Captain.

Relevant Experience:

Cities of Artesia, Hawthorne, and Lynwood, Local Hazard Mitigation Plans, 2019 – 2021:
Lead Planner – Supported the development of the three small cities' local hazard mitigation plans. Cal OES reviewed all the draft LHMPs with no substantive issues found in the Plan Review Tool. FEMA has approved the Artesia and Hawthorne LHMPs.

Valley County Water District, Local Hazard Mitigation Plan Update, Baldwin Park, CA 2020:
Project Manager and Lead Writer – Updated the 2012 District LHMP on an expedited basis to support the application for an approved mitigation project to install a large diesel storage tank, improving the water distribution system's resiliency. The LHMP planning and draft document development processes were completed in two months. The draft LHMP is at Cal OES for review.

Hermosa Beach, Hazard Mitigation Plan, Hermosa Beach, CA, 2017-2018:
Lead Planner – Provided support to Constant & Associates to create the Hermosa Beach HMP. Facilitated planning team meetings, conducted hazard analysis and risk assessments, developed capabilities descriptions, analyzed potential mitigation actions, and set priorities. Met the mandates of AB 2140 and SB 379.

Tulare County, Multi-jurisdiction Hazard Mitigation Plan, Visalia, CA, 2016 – 2018: **Project Manager –** Led a team to update the Tulare County MJHMP. Included innovative data analysis and GIS products. The updated HMP included eight cities, the Tulare County Office of Education, and the Tule River Indian Tribe. Met the mandates of AB 2140 and SB 379. Found adoptable by FEMA RIX with minimal comments and adopted by the County Board in March 2018.

San Francisco Bay Ferry/Water Emergency Transportation Authority, Emergency Response Plan (ERP) and EOP Revision 2015 – March 2016**: Project Manager/Lead Planner:** Developed and delivered detailed, NIMS compliant ERP and EOP documents for responding to catastrophic disasters that may require the use of regional ferry vessels to move first responders and survivors by water when bridges and other surface transportation systems are inoperable. The ERP contains a detailed, activity-based response timeline for water emergency transportation operations. It fully complies with the guidance in FEMA CPG 101. The ERP was presented to FEMA RIX and Cal OES for comment and received glowing responses.

2006 – 2008: FEMA RIX, Disaster Response Operations, Federal Coordinating Officer Director, Joint Field Office, Kiholo Bay Earthquake, Honolulu, HI - Led teams providing federal support to the State of Hawaii after the 2006 earthquake. Directed federal disaster relief programs from October 2006 to January 2007. Coordinated operations across the agency and jurisdictional roles to achieve unity of action.

US Navy, Deputy Chief of Staff, Plans and Exercises Division, US Coast Guard Pacific Area, 2004 – 2006 - Directed a joint team of twenty US Coast Guard and US Navy personnel in the development of critical operational and policy guidance for the conduct of maritime operations in support of the Global War on Terrorism for the Pacific region. Served as the crucial point of contact to DOD for the Coast Guard development of joint plans. Supported numerous national and regional level homeland security full-scale exercises that included state, local, and federal agency participation.

1976 – 2006: Captain, US Navy

XI. Attachment B - Reference Letters

CITY OF FULLERTON
Community & Economic Development Department

May 25, 2021

Subject: Letter of Reference for Atlas Planning Solutions

I am pleased to provide this letter of reference for Atlas Planning Solutions' work to prepare the City of Fullerton's Local Hazard Mitigation Plan update. Atlas Planning Solutions collaborated with the City of Fullerton, key stakeholders, and the community on this update of our previous plan that expired in 2013. Their process included facilitating key meetings with City staff and stakeholders to better understand the issues and concerns faced by the City and develop the necessary analysis and policy framework to help the City adapt to changing community needs.

I was extremely satisfied with all their work on the project and appreciated their professionalism and thoughtful guidance throughout the process. Their understanding of the subject matter and ability to navigate the variety of state and federal agencies that oversee updates to Hazard Mitigation Plans and Safety Elements was exceedingly helpful in completing this process. Fullerton is a diverse community prone to a variety of significant hazards and has a population that is vulnerable to disasters, especially those exacerbated by climate change. The Atlas Planning Solutions team was adept at addressing these sensitive topics and navigated agency reviews pragmatically and effectively. Their quality of work, timely response, and customized solutions to our needs made a key difference in ensuring our plans were approved and adopted in a timely manner. Notably, the Atlas Planning Solutions team worked with city staff to create a FEMA-approvable document that is also able to be used by city staff and the public.

I highly recommend Aaron Pfannenstiel and the Atlas Planning Solutions team for all your project needs. If you have any questions, please call me at 714-738-6884 or email me at heather.allen@cityoffullerton.com.

Sincerely,

Heather Allen, AICP
Planning Manager

THE EDUCATION COMMUNITY
303 West Commonwealth Avenue, Fullerton, California 92832-1775
(714) 738-6598 · Fax (714) 738-3110 · Website: www.cityoffullerton.com

IRVINE POLICE DEPARTMENT

IRVINE POLICE DEPARTMENT • 1 CIVIC CENTER PLAZA
P.O. BOX 19575, IRVINE, CALIFORNIA 92623-9575 • 949-724-7000
Website: irvinepd.org • Email: ps@cityofirvine.org

MIKE HAMEL
CHIEF OF POLICE

June 14, 2021

Subject: Letter of Reference for Atlas Planning Solutions

I am pleased to provide this letter of reference for Atlas Planning Solutions' work to prepare the City of Irvine's Local Hazard Mitigation Plan update. Atlas Planning Solutions collaborated with the City of Irvine, key stakeholders, and the community on this update of our previous plan that expired in 2009. Their process included facilitating key meetings with City staff and stakeholders to better understand the issues and concerns faced by the City and develop the necessary analysis and policy framework to help the City adapt to changing community needs.

I was extremely satisfied with all their work on the project and appreciated their professionalism and thoughtful guidance throughout the process. Their understanding of the subject matter and ability to navigate the variety of state and federal agencies that oversee updates to Hazard Mitigation Plans and Safety Elements was exceedingly helpful in completing this process. Irvine is a diverse community prone to a variety of significant hazards and has a population that is vulnerable to disasters. The Atlas Planning Solutions team was adept at addressing these sensitive topics and navigated agency reviews pragmatically and effectively. Their quality of work, timely response, and customized solutions to our needs made a key difference in ensuring our plans were approved and adopted in a timely manner.

I highly recommend Aaron Pfannenstiel and the Atlas Planning Solutions team for all your project needs. If you have any questions, please contact me at the information provided below.

Respectfully,

Robert Simmons I Emergency Management Administrator

rsimmons@cityofirvine.org (949) 724 - 7235

"In Partnership with the Community"

CITY OF HUNTINGTON BEACH

2000 MAIN STREET CALIFORNIA 92648

FIRE DEPARTMENT

March 29, 2019

Subject: Letter of Reference for Atlas Planning Solutions

To Whom It May Concern:

I am very pleased to provide this Letter of Reference for the variety of services provided by Aaron Pfannenstiel of Atlas Planning Solutions to the City of Huntington Beach. Over the past 6 years, the City has had the opportunity to collaborate with Mr. Pfannenstiel on the preparation of our last two Local Hazard Mitigation Plans for the City. During both processes, Mr. Pfannenstiel has been highly professional and collaborative on developing the right process and planning document for the City. Through this process he has facilitated meetings with key city staff members, stakeholders, and community members to gather data and information pertinent to the mitigation of natural hazards.

During these projects Mr. Pfannenstiel has worked closely with Emergency Management staff to develop actionable results. One of the key projects from this plan has allowed the City to secure a mitigation grant for important infrastructure improvements that reduce flood hazards in the community. With a long history of hazard mitigation within the community, Mr. Pfannenstiel's efforts have helped the community become more resilient and expedites the City's ability to bounce back from a disaster when it strikes. Through this effort the City received approval of their last two Local Hazard Mitigation Plan by Cal OES and FEMA with minimal comments and Cal OES staff indicated that these plans were an example that they would recommend other Cities to use when updating their plans.

I have been satisfied with Mr. Pfannenstiel's work on these projects and appreciated his thoughtful guidance throughout the process. Hi facilitation skills and ability to navigate difficult discussions and topics helped generate consensus among staff and support from elected officials and the community. The City has a long history of dealing with natural hazards and through this process has developed a key tool to help reduce future response and recovery needs for the City. His help has allowed the City to be better prepared for the future.

I highly recommend Aaron Pfannenstiel and Atlas Planning Solutions' services. If you have any questions, please call me at 714-374-1565.

Sincerely,

Brevyn Mettler, CEM, MS, MPA
Emergency Manager
Emergency Management & Homeland Security Office

March 28, 2019

Subject: Letter of Reference for Atlas Planning Solutions

To Whom It May Concern:

I am very pleased to provide this Letter of Reference for the variety of services provided by Atlas Planning Solutions to the City of Laguna Beach. Over the past year, Aaron Pfannenstiel (Principal of Atlas Planning Solutions) has collaborated with the City, key stakeholders, and the community to prepare our first Local Hazard Mitigation Plan, which is vital to the mitigation of natural hazards and expedites future response and recovery of a community after a disaster. Their process included facilitation of key meetings with City staff and stakeholders to better understand the key hazards of concern, research and analysis of key hazards and development of mitigation actions to address vulnerabilities throughout the community. Through this effort the City received approval of their Local Hazard Mitigation Plan by Cal OES and FEMA with minimal comments and expressed admiration of the document, indicating it was one of the best plans they had reviewed in recent years.

I was very satisfied with all their work on the project and appreciated their professionalism and thoughtful guidance throughout the process. Their presentation skills and outreach efforts helped generate support of both elected officials and the community for the plan. Given the community's heightened sensitivity to hazards and high expectation of planning processes, the success of this project is a testament to their skills and approach with this difficult topic. Their commitment to the City was reflected in their quality of work, timely response, and customized solutions to Laguna Beach's challenges.

I highly recommend Atlas Planning Solutions' services. If you have any questions, please call me at 949-497-0389.

Sincerely,

Jordan Villwock
Emergency Operations Coordinator

505 FOREST AVE. • LAGUNA BEACH, CA 92651 • TEL (949) 497-3311 • FAX (949) 497-0771

RECYCLED PAPER

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
LOCAL HAZARD MITIGATION PLAN DEVELOPMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this **1st day of March, 2023**, by and between the City of Aliso Viejo, a municipal corporation 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 **Atlas Planning Solutions**, a **corporation**, with its principal place of business at **6578 Barranca Drive, Riverside, CA 92506** ("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 **Local Hazard Mitigation Plan 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 **Local Hazard Mitigation 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 **Local Hazard Mitigation Plan Development** 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 **Local Hazard Mitigation Plan 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 **March 1, 2023** to **January 8, 2025**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS FormW-9) prior to commencement of any Services under this Agreement. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in 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.

3.2.2.1 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.

3.2.2.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.2.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made

to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

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: **Aaron Pfannenstiel.**

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 the **Senior Emergency Management Program Coordinator,** 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 **Aaron Pfannenstiel,** 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, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for

claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

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

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

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

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

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

(1) Additional Insured: The City of Aliso Viejo, 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 (d) Professional Liability shall be endorsed to provide the following:

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

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

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

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

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

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit 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 where applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **SIXTY-SIX THOUSAND ONE HUNDRED** DOLLARS **($66,100)** ("Total Compensation") without written approval of City's **Senior Emergency Management Program**

Coordinator. 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 non-disputed and approved charges thereon.

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

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

3.4 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. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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:

Atlas Planning Solutions
Aaron Pfannenstiel
6578 Barranca Drive
Riverside, CA 92506

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **Sarah Limones - Police Services**

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

3.5.4 Fraud Policy. Consultant shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform Services under this Agreement. Consultant shall submit to the City a statement signed by an authorized representative for Consultant certifying receipt of the City's Fraud Prevention Policy. A finding by the City that any of Consultant's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this 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 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND ATLAS PLANNING SOLUTIONS

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 202__.

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

ATLAS PLANNING SOLUTIONS

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

By:_____

Its: President

Printed Name: Suzanne Murray

By:_____

Its: Secretary

Printed Name: Aaron Pfannenstiel

CITY OF ALISO VIEJO
DECLARATION OF POLITICAL CONTRIBUTIONS

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

Atlas Planning Solutions has not made any political contributions to Aliso Viejo elected officials or any other elected officials in any other jurisdiction.

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

Riverside, CA	1-17-2023
City, State	Date
Atlas Planning Solutions	Aaron Pfannenstiel
Name of Business	Print Name
Signature	

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.

Atlas Planning Solutions
Name of Business

Aaron Pfannenstiel
Print Name


Signature

1-17-2023
Date

EXHIBIT "A"

SCOPE OF SERVICES

VII. Scope of Work

The following scope of work is based on the Atlas Planning Team's understanding of the desired tasks and level of effort necessary to complete a DMA 2000–compliant LHMP. The scope developed is consistent with the City's RFP, including tasks that ensure an efficient and effective planning process. If any proposed tasks need refinement or further discussion, the Atlas Planning team will be happy to work with staff on refinements.

Phase 1 - LHMP Planning/Development Process

APS will conduct a Kick-Off conference call with key staff to form the Hazard Mitigation Planning Committee (HMPC), including key City Departments, identified stakeholders, and other relevant organizations/agencies that support City functions. As part of this call, the APS Team will conduct initial research and discuss key project outcomes, prior planning efforts, and current issues facing the City.

HMPC Meetings

The APS Team will facilitate three HMPC meetings (in person or virtually) to facilitate the hazard mitigation planning process. A summary of the anticipated topics for these meetings include:

HMPC Meeting 1 – Review the planning process, key hazards of concern, and data gathering and research.
HMPC Meeting 2 – Review hazard profiles, risk assessment results, and mapping.
HMPC Meeting 3 – Review mitigation strategies and actions to be undertaken by the City.

Documentation of these meetings will become a foundation of the planning process described in the plan.

Outreach and Engagement

In preparation for outreach and engagement activities the APS Team will prepare a memorandum to the city describing the community engagement strategy in terms of groups to be contacted, structure of meetings and workshops, and methods of advertising the events. As part of this task, the APS Team will coordinate with City staff to ensure the list of contacts is comprehensive and properly targeted.

Upon completion of the engagement memorandum, the APS Team develop materials to advertise planned workshops and suggest additional methods of alerting residents and businesses about the planning process and importance of the LHMP. A flyer for website posting, social media blasts, and print advertisements will be prepared for the community engagement opportunities identified in the memo.

The RFP identifies three public meetings be conducted to get input during the plan development process. To accommodate this, we propose conducting a focus group meeting and two community workshops with either the Planning Commission, City Council, or as a joint workshop, as described below.

Focus Group Meeting

The APS Team working with the City will identify local and regional persons and agencies connected with public/life safety protection services and emergency preparedness planning in Aliso Viejo. The purpose of the meeting is to gain a 360-degree perspective of local hazard mitigation planning issues, coordinated response efforts, and strategies for addressing any

concerns in Aliso Viejo. To track participants effectively, the APS team will development a contact matrix that the team will use to conduct outreach to persons/organizations on the list to find a suitable date for a two-hour focus group meeting. As part of this effort, the APS Team will prepare materials for city staff to send to invitees.

Community Workshops

Our team recommends conducting community workshops as part of regularly scheduled Planning Commission or City Council meetings, or as special joint Commission/Council sessions. Our experience on prior LHMPs in other jurisdictions indicates that this approach is the most effective for having robust public participation.

Two workshops will be conducted: the first shortly following the focus group meeting to share the discussion and ideas from local experts, and the second to present the draft plan once it has been prepared. The APS Team will prepare materials to announce the meeting suitable for print publications and for posting on the city's website and via social media.

City Staff Requirements

The APS Team anticipates City staff will support this task by reviewing the engagement strategy memo, outreach content, posting outreach content to the City website and social media accounts, assisting with arranging meeting locations, timing, and pertinent information; and attendance at meetings to provide feedback during the planning process.

Phase 2 - Hazard Identification and Profiling

The APS Team, in partnership with the HMPC, will identify relevant information regarding the anticipated natural hazard threats that could impact the City. Relying on previous work throughout Orange County, the APS Team will work with the HMPC in Meeting #1 to refine the list of relevant hazards and prioritize them for the City. **The following list** identifies potential hazards that may be included in the LHMP:

Natural Hazards	Human-Caused Hazards
Climate Change	Civil Disturbance
Earthquake	Critical Infrastructure Failure
Wildfire	Cyber & Technology Threats
Flood Related (including dam failure)	Nuclear and other Hazardous Materials
Severe weather-related (extreme temperatures, drought, fog, heavy rains/thunderstorms, wind/lightning)	Mass-Casualty Incidents (Terrorism)
Other Geologic and Soil	

Those hazards listed in the green column have the greatest potential to assist the City in securing mitigation grant funds since they are natural hazards, while the hazards listed in the blue column may help reinforce the City's concerns surrounding emergency preparedness and response.

The prepared hazard assessment will prioritize the hazards included in the LHMP and create FEMA-compliant hazard profiles that will include GIS mapping and analysis. Through this process the City will have a deeper understanding of local conditions and how your critical facilities may be affected (Figure 1).

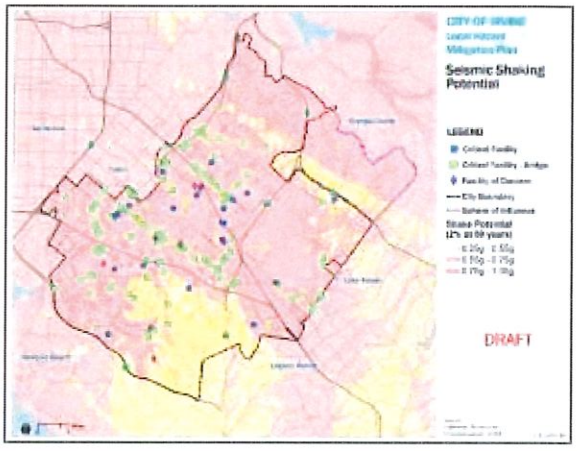


Figure 1 - Example of LHMP Seismic Hazards Mapping

As a standard practice, the APS Team addresses climate change within each hazard profile to ensure compliance with SB 379 requirements. This approach has been used by APS and has been found to make it easier to focus on updating the content within the plan, improving readability and continuity. The data and information gathered during this task will be shared with the HMPC during Meeting #2. During this task, we typically provide a public outreach opportunity that conveys the overall project information and initial information gathered on the hazards of concern identified by the HMPC for public input and feedback.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on relevant hazards, data, and historical information on the hazards of concern, and guidance on new issues or concerns to be incorporated into the plan.

Asset Inventory and Vulnerability Analysis

Upon confirming the City's critical facilities inventory and initial GIS mapping, the APS Team will conduct a vulnerability assessment that relies on this information. This vulnerability assessment will include potential loss estimates, an analysis of the City's development trends and potential changes to demographics, and a social vulnerability analysis, relying on available GIS datasets provided by the City or other local, state, and/or federal agencies (FEMA National Risk Index). All maps prepared will be provided in both ArcGIS and PDF formats for City use. The data and information gathered during this task will be shared with the HMPC during Meeting #2. A key input will include use of FEMA's National Risk Index to estimate potential losses (Figure 2). This is in place of HazUS, as FEMA is now relying on this index to ensure greater consistency between local planning efforts and datasets developed by State and Federal agencies.

Composite Expected Annual Loss			**$332,429.49**
Building Value	**$295,914.20**	Population	**0.00** fatalities
Agriculture Value	**$7.02**	Population Equivalence	**$36,508.27**

Figure 2 - FEMA National Risk Index - Composite Annual Loss for a Census Tract in Aliso Viejo

In addition to the mapping and analysis, the APS Team will also prepare a Capabilities Assessment. This task includes a review of the existing planning regulations and programs that

can support current mitigation capabilities. A key element of this review is the identification of ways to expand this capability to ensure future efforts are easier and better integrated into the City mitigation planning framework.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on the Critical Facilities Inventory, feedback on the vulnerability assessment and capabilities assessment results, and any relevant data/information that may assist with the analysis as part of this task.

Phase 3 - Develop Mitigation Strategies/Actions

To initiate the development of mitigation strategies and actions, the APS Team will review the existing General Plan, Capital Improvement Plans, the Orange County LHMP, LHMPs from surrounding cities, and the State of California HMP. Based on this review, recommendations for plan's hazard mitigation goals will be provided to the HMPC for discussion and feedback.

Upon completion of the Capabilities Assessment and Mitigation Goals, the APS Team will prepare City mitigation strategies and actions for future implementation. Using our mitigation action worksheets, we will identify the department lead for the specific mitigation action, funding and staffing resources, time frame for completion, and implementation steps for each prioritized mitigation action. The data and information gathered during this task will be shared with the HMPC during Meeting #3. As part of the mitigation actions development, the APS Team will create a Monitoring and Implementation Workbook that is incorporated into the Appendix of the LHMP. This workbook is intended to help City staff understand how mitigation actions should be monitored and implemented and opportunities to incorporate the plan and mitigation strategies and actions into other City functions and plans.

City Staff Requirements

The APS Team anticipates that City staff will provide feedback on potential strategies and capital improvement projects that may become actions. During HMPC Meeting #3, it is expected that participants will help identify additional actions to be incorporated into the plan, priorities for these actions, and other relevant information to finalize them.

Phase 4 – Hazard Mitigation Plan Implementation and Maintenance Process

Upon completing Phases 1 through 3, the APS Team will prepare the Administrative Draft LHMP for City staff review. Using the process identified above, members of the HMPC will be assisting with plan development as the research, mapping, and analysis are conducted. In doing so, HMPC members will recognize much of the plan content based on their feedback and review in HMPC meetings 1 through 3. Upon completion, the plan will be provided to City staff for review and comment. Completion of the Administrative Draft LHMP will include a Chapter within the plan that identifies the following key information required by FEMA:

- LHMP Monitoring, Evaluation, Implementation, and Updates
- Incorporation of the LHMP in existing planning mechanisms
- Schedule for LHMP Implementation
- Continued Public Involvement during the 5-year implementation period.

Once the APS Team has received a consolidated set of comments on the Administrative Draft Plan, the Public Review Draft LHMP will be prepared alongside the FEMA Plan Review Tool, which accompanies the plan when submitted to Cal OES/FEMA for approval.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on the Administrative Draft LHMP document. If HMPC members identify additional information during this review, this information can be shared and incorporated into the Public Review Draft LHMP.

Public Draft Review and Revision

Upon completion of revisions and approval from the City, the Public Review Draft LHMP shall be distributed for public review. Using the City's website, social media accounts, and distribution lists, the APS Team will work with staff to identify where the document can be accessed, either electronically or in hard copy. We typically recommend a review period of 30 days, but this can be modified based on staff desires. We also recommend a public meeting/workshop that provides an overview of the Public Review Draft LHMP document during the public review period, allowing for questions, comments, and feedback from the public and elected/appointed officials (depending on the meeting location). A compilation of public review comments will be incorporated into the plan, where appropriate, before transmittal to Cal OES/FEMA.

City Staff Requirements

The APS Team anticipates City staff will assist with outreach and engagement efforts during the public review period. Relying on content prepared by the APS Team, we will work with City staff to release announcements and facilitate meetings, allowing for feedback and insight into relevant community concerns that can improve the plan.

Cal OES/FEMA Draft Review

Upon completing the public review period, the APS Team will review comments received and prepare the LHMP for transmittal to Cal OES/FEMA. Completing this task also includes finalizing the FEMA Plan Review Tool (Crosswalk), which accompanies the document when transmitted. Upon receiving comments from Cal OES and FEMA (if warranted), the APS Team will prepare revisions and coordinate with agency staff until deemed satisfactory, allowing the City to adopt the plan.

City Staff Requirements

The APS Team anticipates City staff will review any revisions requested by Cal OES/FEMA, if necessary.

Local Hazard Mitigation Plan Adoption

Upon receiving an Approvable Pending Adoption (APA) letter from FEMA, the APS Team will prepare a final version of the LHMP for presentation and adoption at City Council. The APS Team will assist staff with staff report content and an adoption resolution as part of this task.

Note: Local Hazard Mitigation Plans are considered exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). As such, no environmental compliance is required to adopt the LHMP.

City Staff Requirements

The APS Team anticipates City staff will provide preferred document templates/formats for adoption materials and provide comments and feedback on presentation materials prepared by the APS Team. This task also assumes City staff will coordinate the dates and times for adoption hearings and any notice required to support those hearings.

Optional Tasks

The following optional tasks can be completed alongside the LHMP to take advantage of several efficiencies and ensure greater compliance with California Government Code Requirements. The following optional tasks can be incorporated into our proposed work program

SB99 - Single Ingress/Egress Analysis – General Plan Safety Elements are now required to identify the locations within a community where single ingress/egress (one way in/out) conditions exist and may create constraints to evacuation. This type of analysis is very straight forward and can assist communities prone to evacuation to better understand locations where roadways and parcels taking access on those roadways may become challenged during an evacuation.

AB 747 – Evacuation Assessment – Starting in 2022, this Assembly Bill would require the safety element to be reviewed and updated as necessary to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. While the City may have this information already completed, if the information is outdated or new hazard events have occurred, this task could be incorporated into the scope of work. Typically, completion of this effort would include traffic modeling and assessment of roadway conditions, which Atlas Planning Solutions would complete using one of our transportation consultant partners.

General Plan Safety Element Update – Since 2006 numerous updates to the California Government Code have introduced new requirements for General Plan Safety Element that focus on LHMP integration (AB 2140), Flood (AB 162), Wildfire (SB 1241), Climate Adaptation (SB 379), and Evacuation (SB 99, AB 747). To navigate all of these new requirements, Atlas Planning can support the City with a Safety Element update that integrates the LHMP effectively, complies with these new requirements, and streamlines the policy framework used by the City to review development applications.

EOP Hazards Integration – One of the advantages to preparing/updating the LHMP is the ability to integrate the new information into other relevant documents. A key emergency management document that we often find inconsistencies with the LHMP is a City's Emergency Operations Plan (EOP). As part of the LHMP preparation process, Atlas Planning has provided focused updates to the EOP ensuring that the hazard discussions between the two documents are consistent and representative of the issues and concerns within the City.

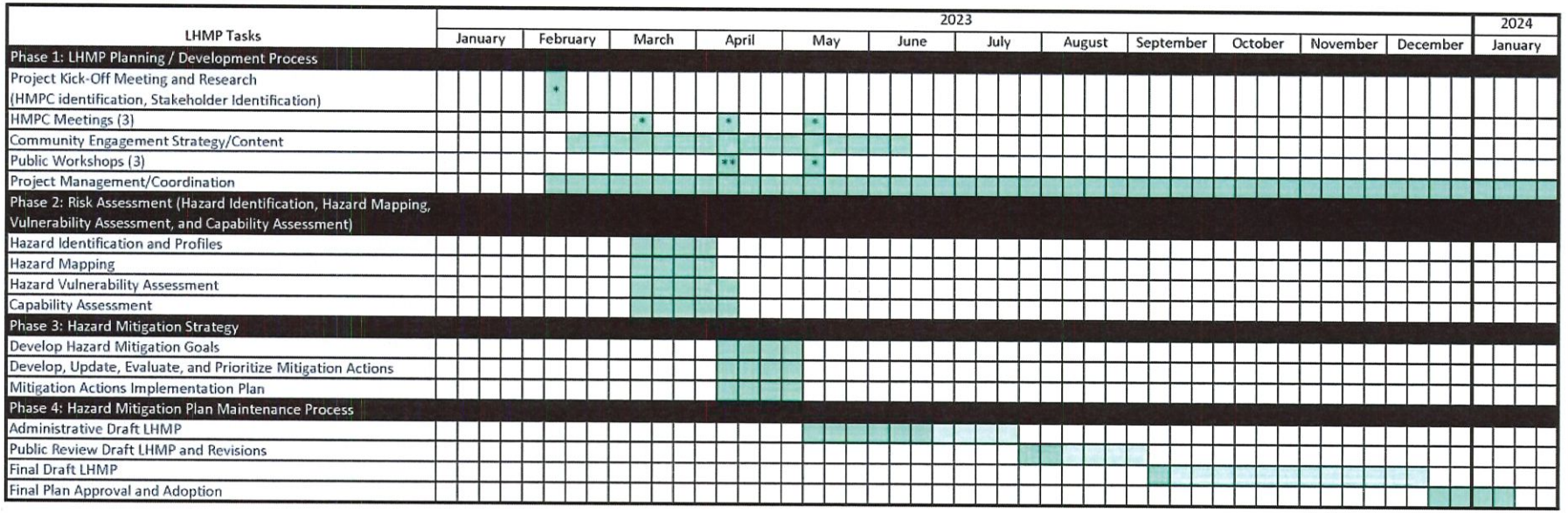
The optional tasks identified above are a sample of the types of additional tasks that Atlas Planning Solutions can offer the City as part of the proposed scope of work. If other tasks are desired by the City, Atlas Planning Solutions would be happy to discuss the City's preferred scope. If any of these optional tasks are requested by the City, Atlas Planning Solutions will provide a detailed scope of work and budget for the desired task, ensuring the City stays within the identified budget. All of the tasks identified above have been successfully covered by FEMA grant funds awarded to our previous clients and depending on the tasks preferred and level of effort preferred could be covered under the City's identified budget.

EXHIBIT "B"

SCHEDULE OF SERVICES

Proposed Schedule

The schedule provided assumes an efficient planning process and discrete timeframes for the internal and external outreach and coordination. Based on the proposed schedule, the APS Team anticipates a 12-month schedule to complete this project.



Staff Hours Allocation

The following table provides a summary of staff hours by Project Phase. Additional detailed information by task is provided in the Cost Proposal Section of this proposal.

Task Name	Phase 1: LHMP Planning / Development Process	Phase 2: Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)	Phase 3: Hazard Mitigation Strategy	Phase 4: Hazard Mitigation Plan Maintenance Process	Grand Total
Aaron Pfannenstiel	36	18	10	14	78
Suzanne Murray	14	8	4	14	40
Dennis Larson	6	48	0	4	58
Crystal Stueve	22	34	20	24	100
Robert Jackson	46	30	20	36	132
Lee Rosenberg	4	22	0	4	30

*Schedule of Services is subject to change with approval of the City's Representative.

EXHIBIT "C"

COMPENSATION

Task Name	Aaron Flannenstiel	Suzanne Murray	Dennis Larson	Crystal Stueve	Robert Jackson	Lee Rosenberg	Total Fees
	$210	$140	$175	$135	$110	$165	
Phase 1: LHMP Planning / Development Process	**36**	**14**	**6**	**22**	**46**	**4**	**$19,260**
Project Kick-Off Meeting and Research (HMPC Identification, Stakeholder Identification)	4	2	2	6	8	2	$3,490
HMPC Meetings (3)	12	6			12		$4,680
Community Engagement Strategy/Content	4	4		6	8		$3,090
Public Workshops (3)	8		2	10	16		$5,140
Project Management/Coordination	8	2	2		2	2	$2,860
Phase 2: Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)	**18**	**8**	**48**	**34**	**30**	**22**	**$24,820**
Hazard Identification and Profiles	4	2	8	12	12	2	$5,790
Hazard Mapping	4	2	20	8	8	2	$6,910
Hazard Vulnerability Assessment	8	2	20	12	8	2	$8,290
Capability Assessment	2	2		2	2	16	$3,830
Phase 3: Hazard Mitigation Strategy	**10**	**4**	**0**	**20**	**20**	**0**	**$7,560**
Develop Hazard Mitigation Goals	2			4	4		$1,400
Develop, Update, Evaluate, and Prioritize Mitigation Actions	4	2		8	8		$3,080
Mitigation Actions Implementation Plan	4	2		8	8		$3,080
Phase 4: Hazard Mitigation Plan Maintenance Process	**14**	**14**	**4**	**24**	**36**	**4**	**$13,460**
Administrative Draft LHMP (Includes: Monitoring, Evaluating, and Updating, Incorporation into Existing Planning Mechanisms, Implementation Schedule, and Continued Public Involvement)	4	4	2	8	16	4	$5,250
Public Review Draft LHMP and Revisions	4	4	2	8	8		$3,710
Final Draft LHMP	2	2		8	8		$2,660
Final Plan Approval and Adoption	4	4			4		$1,840
Reimbursable Expenses (mileage, reproduction, other materials)							$1,000
Grand Total	**78**	**40**	**58**	**100**	**132**	**30**	**$66,100**

City of Aliso Viejo
AGENDA ITEM

DATE: March 1, 2023

TO: Mayor and City Council

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

SUBJECT: RELEASE OF BONDS FOR THE LANDSCAPING IMPROVEMENTS FOR THE 1-5 POLARIS WAY LANDSCAPING CONSTRUCTION PROJECT

Recommended Action:

Adopt a Resolution exonerating Landscaping Surety Bond No. CAC720515 for the 1-5 Polaris Way Landscaping Construction Project.

Fiscal Impact:

No fiscal impact exists.

Background:

The City of Aliso Viejo required bonds from West Broadway Building Co. to assure completion of the landscape improvements at the 1-5 Polaris Way Landscaping Construction Project. The landscaping surety bond had a total value of $261,295.

Discussion:

The 1-5 Polaris Way Landscaping Construction Project has been completed. Staff recommends that the City Council adopt a Resolution accepting the improvements at 1-5 Polaris Way and exonerating the bond.

Attachment:

1. Resolution

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, EXONERATING THE LANDSCAPING SURETY BOND ASSOCIATED WITH THE 1-5 POLARIS WAY LANDSCAPING CONSTRUCTION PROJECT

WHEREAS, the City of Aliso Viejo, in the normal course of its review role has required surety bonds for the landscape work at the 1-5 Polaris Way Landscaping Construction Project; and

WHEREAS, the City of Aliso Viejo, has reviewed and inspected all landscape work associated with the landscape improvements at the 1-5 Polaris Way Landscaping Construction Project.

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

Section 1: Based upon the inspections conducted by the City Engineer, the City Council of the City of Aliso Viejo accepts the landscape improvements for the 1-5 Polaris Way Landscaping Construction Project.

Section 2: Based upon the City Engineer's determination that the landscape work is complete, the City Council of the City of Aliso Viejo exonerates the landscaping surety bonds associated with the landscape improvements at the 1-5 Polaris Way Landscaping Construction Project.

Landscaping Surety Bond No. CAC720515

Section 3: The City Clerk is hereby authorized and directed to execute a certified copy of this Resolution to be attached to each notice of completion as evidence of the City Council's acceptance and authorization.

Section 4. The Mayor shall sign this Resolution and the City Clerk shall certify the adoption thereof.

PASSED, APPROVED AND ADOPTED this 1st day of March, 2023.

_____
Richard Hurt
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 the foregoing is the original of Resolution No. 2023-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 1st day of March, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

City of Aliso Viejo
AGENDA ITEM

DATE: March 1, 2023

TO: Mayor and City Council

FROM: So Kim, Community Development Director
John Kanlund, Contract Planner

SUBJECT: CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PERMIT FOR A NEW RESTAURANT WITH FULL ALCOHOL SERVICE (FENNEL MEDITERRANEAN KITCHEN AND BAR) AT 26611 ALISO CREEK ROAD, SUITE A

Recommended Actions:

1. Open and conduct a public hearing;

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

3. Adopt a Resolution (Attachment 1) approving a Conditional Use Permit and Site Development Permit to allow a 48-seat restaurant with full alcohol service (Fennel Mediterranean Kitchen and Bar) and to enclose an outdoor patio area at 26611 Aliso Creek Road Suite A.

Summary:

In May 2021, the City issued a stop work order for unpermitted work at 26611 Aliso Creek Road, Suite A (formerly Panini Kabob Grill). In September 2021, the applicant submitted a planning application, requesting approval for the unpermitted work to establish a new restaurant with full alcohol service (Fennel Mediterranean Kitchen and Bar). The unpermitted work includes interior improvements and enclosure of an outdoor patio area. The Applicant is requesting approval of the unpermitted work to establish and operate a new restaurant.

Fiscal Impact:

None.

Background:

In May 2021, the City issued a stop work order for unpermitted work at 26611 Aliso Creek Road, Suite A for Fennel Mediterranean Kitchen and Bar. The Applicant was directed to obtain applicable permits to lift the stop work order and legalize the unpermitted work. In response, the Applicant applied for building permits in June 2021. Since that time, the Applicant continued conducting unpermitted work and a new building permit was issued for the expanded scope of work in March 2022. The new permit only covered the interior tenant improvement work and did not include the unpermitted work in the outdoor patio area as it requires planning entitlements subject to the City Council's consideration. In September 2021, the Applicant submitted a planning application, to legalize the unpermitted work to establish a new restaurant with full alcohol service.

This application was scheduled to be heard by the City Council on July 20, 2022, August 17, 2022, and September 7, 2022. At each of these hearings, the application was continued to a later date to provide the Applicant additional time to submit additional information for consideration. The Applicant has since submitted the necessary information to proceed.

Discussion:

Project Description

The proposed project is to establish and operate a new restaurant (Fennel Mediterranean Kitchen and Bar) with full alcohol service at the former Panini Kabob Grill location in the Town Center. The existing tenant space is 2,342 square feet in size, with an existing 896 square-foot outdoor patio area. The proposed restaurant will have 22 indoor seats and 26 outdoor seats for a total capacity of 48 seats. The proposed project includes the enclosure of the outdoor patio area ("patio"). The patio will be renovated to include dining areas and a new bar. The patio is proposed to be enclosed with 7' glass panels on top of 3' tall wood clad walls, covered with a solid awning consisting of two thick waterproof fabric layers to insulate the space. The intent of the enclosed patio design is to mitigate noise and create a safer environment. The proposed operation hours for the restaurant are 8:00 am to 10:00 pm, daily.

Conditional Use Permit

Aliso Viejo Municipal Code ("AVMC") Table 15.18.020 specifies those uses and structures which are permitted within each nonresidential district. Restaurants with 17 or more seats in the Town Center Commercial district require a Conditional Use Permit ("CUP"). Additionally, an application for a new ABC license or any change in the type of existing ABC license requires an approval of a use permit. As the proposed project is to operate a restaurant with more than 17 seats with full alcohol service, a CUP is required.

Site Development Permit

The purpose of a Site Development Permit ("SDP") is to ensure that new development conforms to the development and design provisions of the AVMC, including but not limited to permitted uses, development standards, and supplemental regulations. An SDP is required for all projects which involve building construction. The proposed project includes the enclosure of an existing, 896 square foot outdoor patio area and therefore, requires an SDP.

Findings

Pursuant to AVMC Sections 15.74.040 (Conditional and Administrative Use Permits) and 15.74.020 (Site Development Permits), the following findings shall be made prior to approval:

1. Consistency with General Plan. The land use is consistent with the General Plan and any applicable specific plan.

   The proposed restaurant is consistent with the General Plan land use designation of Town Center Commercial, which permits commercial uses at the City's town center. There is no Specific Plan applicable to the project site. The town center is a mixed-use center intended to function as a central business district and community shopping areas, including restaurants. Additionally, the proposed project implements General Plan Goal LU-1 and Policies LU-1.1 and LU-3.1 that promotes diverse and revenue-generating land uses and a balance or surplus between public revenues and cost of providing public services. he enclosure of the outdoor dining space is consistent with General Plan Policy N-1.1 and N-1.2 as the enclosure will reduce noise volume from the outdoor patio and would promote compatible operation levels with surrounding businesses. Therefore, this finding can be made.

2. Consistency with Zoning Code. The land uses and associated development conform to the permitted use provisions and development standards of this Zoning Code and is consistent with this Code and any appliable specific plan.

   The zoning designation is the same and the General Plan land use designation of Town Center Commercial. The proposed restaurant is consistent with the underlying land use as discussed in Finding No. 1 above. Additionally, the proposed enclosure of the existing outdoor patio conforms to the development standards of the Zoning Code as evidenced in Finding Nos. 5, 6, and 7 below. As for the request to provide full alcohol service, AVMC Section 15.22.200 (Sale of Alcoholic Beverages) requires that the following be considered: a) the crime rate in the reporting district and adjacent reporting districts as compared to other areas in the City; b) the number of alcohol-related calls for service, crimes, or arrests in the reporting districts; c) the proximity of the alcoholic beverage outlet to residential districts, day care centers, park and recreation facilities, places of religious

assembly, and schools; and d) whether the permit will result in an overconcentration of alcoholic beverage outlets.

To consider provisions “a” and “b” above, the Police Department reviewed a crime rate and reportable incident data report (Attachment 4) and concluded that the number of general and alcohol-related crimes are within tolerable limits and recommends approval of the Type 47 ABC License. The proposed use is within the Aliso Viejo Town Center that consists entirely of commercial uses and does not include residential units, daycare centers, parks, and recreation facilities, places of religious assembly, and schools as identified in provision “c” above. This permit does not further expand the overconcentration of alcoholic beverage outlets referenced in provision “d” as Type 41 ABC License was already issued for the previous tenants in the same location. The proposed request is to change the license type from Type 41 to Type 47 to allow distilled spirits in addition to beer and wine. Therefore, the proposed change in ABC license type is consistent with the purpose and intent in considering consistent standards for the safe operation of alcoholic beverage retail outlets. Therefore, this finding can be made.

3. Compliance with the California Environmental Quality Act (CEQA). Processing and approval of the permit application is in compliance with the requirements of the California Environmental Quality Act.

   The proposed modification to the existing outdoor patio is categorically exempt from the California Environmental Quality Act (“CEQA”). The proposed project falls within the Class 1 exemption, which applies to the operation, maintenance, permitting, and leasing, and minor alteration of existing public or private structures, facilities, or topographical features involving negligible or no expansion of existing or former use. (State CEQA Guidelines, § 15301.) The proposed exterior modifications are considered minor alterations since they involve negligible or no expansion of use and thus exempt from CEQA. Additionally, none of the exceptions to the categorical exemptions set forth in State CEQA Guidelines section 15300.2 are applicable. Specifically, the proposed project is not in a particularly sensitive environment; improvements will be installed on existing structures in urbanized/developed areas; the project site is not on an officially designated state scenic highway; and the proposed project does not involve any improvements, modifications, or other changes to a historical resource. For all the foregoing reasons, the proposed project is categorically exempt from CEQA, and this finding can be made.

4. Surrounding Uses. Approval of the application will not create conditions materially detrimental to the public health, safety, and general welfare or injuries to or incompatible with other properties or land uses in the vicinity.

   The proposed restaurant is located within an existing shopping center. The project site is surrounded by other commercial uses except for a residential community located across Aliso Creek Road to the east. The Applicant is proposing to enclose

the outdoor patio to mitigate potential noise impacts and limitations to the hours of operation and prohibition of live entertainment have been added as conditions of approval. Additionally, the Applicant will be required to comply with applicable building codes and pass a series of inspections prior to operating the proposed restaurant. Allowing the restaurant to provide full alcohol service will also not be detrimental to surrounding uses because the proposed project is within a commercially developed area with surrounding businesses. In addition, alcohol services in conjunction with operation of existing restaurants already occurs in adjacent tenants. Therefore, this finding can be made.

5. Architectural Design. The architectural design of the project, including but not limited to the architectural style, scale, building mass, materials, colors, architectural details, and roof style, is compatible with surrounding development.

   The proposed restaurant design is compatible to the existing restaurants and commercial spaces in the town center. The muted color scheme of the exterior will draw on existing architectural details of contemporary Spanish architecture as seen throughout the town center. The outdoor patio is proposed to be covered with a solid awning with two thick waterproof fabric layers. The patio will be contained with a 3-foot-tall solid wooden wall with approximately seven feet of plate glass above to the awning thereby completely enclosing the patio. The employee/delivery area will be surrounded by a 5-foot-tall solid wall. The updates to the tenant space are similar in appearance to the surrounding tenants. Therefore, the finding can be made.

6. Site Design. The site design of the project, including but not limited to project entries, interior circulation, pedestrian and bicycle access, pedestrian amenities, screening of equipment and trash enclosures, exterior lighting, and other site design elements, is compatible with surrounding development.

   The proposed project will maintain the existing site design. Modifications are limited to the building façade by enclosing the outdoor dining area and upgraded paint colors and materials. None of the exterior features will extend beyond the existing footprint. The architectural design of the exterior changes will be compatible with the existing town center as discussed in Finding No. 5 above, and this finding can be made.

7. Landscape Design. Project landscaping, including but not limited to the location, type, size, color, texture, and coverage of plant materials, has been designed so as to provide visual relief, complement buildings, visually emphasize prominent design elements and vistas, screen undesirable views, provide a harmonious transition between adjacent land uses and between development and open space, and provide an overall unifying influence to enhance the visual continuity of the project.

The proposed project is limited to improvements within the building footprint and does not involve any change to the existing landscaping. Therefore, this finding can be made.

Public Notice:

The public hearing notice was published in the Laguna Niguel News, mailed to surrounding property owners and tenants, and posted at City Hall on February 23, 2023, in accordance with California Government Code Section 54955.1.

City Attorney:

The City Attorney has reviewed the staff report.

Attachments:

1. Draft Resolution
2. Applicant's Project Description
3. Project Plans
4. Police Services Report
5. Presentation

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PERMIT (PA22-011) TO ALLOW A 48-SEAT RESTAURANT WITH FULL ALCOHOL SERVICE (FENNEL MEDITERRANEAN KITCHEN AND BAR) AND TO ENCLOSE AN OUTDOOR PATIO AREA AT 26611 ALISO CREEK ROAD, SUITE A

WHEREAS, in September 2021, RHR Investment Group, Inc. (Applicant), submitted Planning Application PA22-011 on behalf of Fennel Mediterranean Kitchen and Bar to establish an Alcoholic Beverage Control ("ABC") License Type 47 (On-Sale General – Eating Place and Offsite Consumption) in conjunction with a full-service restaurant with an outdoor patio within an existing tenant space of The Aliso Viejo Town Center at 26611 Aliso Creek Road, Suite # A ("Project"); and

WHEREAS, the City Council considered the submitted planning application on July 20, 2022, August 17, 2022, and September 7, 2022 and at each of these hearings, the application was continued to a later date to provide the Applicant more time to submit additional information for consideration; and

WHEREAS, on March 1, 2023, the City Council held a duly noticed public hearing as prescribed by law and considered public testimony and evidence and recommendations presented by staff in the agenda report and oral presentation related to Planning Application PA22-011 (Conditional Use Permit and Site Development Permit); and

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

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

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

Section 2: Approval of Project and Findings for a Conditional Use Permit and Site Development Permit for Fennel Mediterranean Kitchen and Bar. The City Council hereby approves a Conditional Use Permit to operate a restaurant with 48 seats with full alcohol service, and a Site Development Permit to enclose an existing 896 square foot outdoor patio area; subject to the conditions set forth in Exhibit "A," attached hereto and incorporated herein by reference, and any conforming changes acceptable to the Community Development Director.

The City Council, sitting as the legislative body and based upon the entire record, including all written and oral evidence presented, finds that:

1. Consistency with General Plan. The restaurant is consistent with the General Plan land use designation of Town Center Commercial, which permits commercial uses at the City's town center. There is no Specific Plan applicable to the Project site. The town center is a mixed-use center intended to function as a central business district and community shopping areas, including restaurants. Additionally, the Project implements General Plan Goal LU-1 and Policies LU-1.1 and LU-3.1 that promotes diverse and revenue-generating land uses and a balance or surplus between public revenues and cost of providing public services. The enclosure of the outdoor dining space is consistent with General Plan Policy N-1.1 and N-1.2 as the enclosure will reduce noise volume from the outdoor patio and would promote compatible operation levels with surrounding businesses.

2. Consistency with Zoning Code. The land uses and associated development conform to the permitted use provisions and development standards of this Zoning Code and is consistent with this Code and any appliable specific plan. Specifically, the restaurant is consistent with the underlying land use as discussed in Section 2.1 above. Additionally, the enclosure of the existing outdoor patio conforms to the development standards of the Zoning Code as evidenced in Sections 2.5, 2.6, and 2.7 below. As for the request to provide full alcohol service, the following must be considered pursuant to AVMC Section 15.22.200 (Sale of Alcoholic Beverages): a) the crime rate in the reporting district and adjacent reporting districts as compared to other areas in the City; b) the numbers of alcohol-related calls for service, crimes, or arrests in the reporting districts; c) the proximity of the alcoholic beverage outlet to residential districts, day care centers, park and recreation facilities, places of religious assembly, and schools; and d) whether the permit will result in an overconcentration of alcoholic beverage outlets. To consider provisions "a" and "b", the Police Department reviewed a crime rate and reportable incident data report and concluded that the number of general and alcohol-related crimes are within tolerable limits and recommends approval of the Type 47 ABC License. The use is within the Aliso Viejo Town Center that consists entirely of commercial uses and does not include residential units, daycare centers, parks, and recreation facilities, places of religious assembly, and schools as identified in provision "c" above. This permit does not further expand the overconcentration of alcoholic beverage outlets referenced in provision "d" as Type 41 ABC License was already issued for the previous tenants in the same location. The request is to change the license type from Type 41 to Type 47 to allow distilled spirits in addition to beer and wine. Therefore, the change in ABC license type is consistent with the purpose and intent in considering consistent standards for the safe operation of alcoholic beverage retail outlets.

3. Compliance with the California Environmental Quality Act (CEQA). Processing and approval of the permit application is in compliance with the requirements of the California Environmental Quality Act. Specifically, the modification to the existing outdoor patio is categorically exempt from the California Environmental Quality Act ("CEQA"). The Project falls within the Class 1 exemption, which applies to the operation, maintenance, permitting, and leasing, and minor alteration of existing

public or private structures, facilities, or topographical features involving negligible or no expansion of existing or former use. (State CEQA Guidelines, § 15301.) The exterior modifications are considered minor alterations since they involve negligible or no expansion of use and thus exempt from CEQA. Additionally, none of the exceptions to the categorical exemptions set forth in State CEQA Guidelines section 15300.2 are applicable. Specifically, the Project is not in a particularly sensitive environment; improvements will be installed on existing structures in urbanized/developed areas; the Project site is not on an officially designated state scenic highway; and the Project does not involve any improvements, modifications, or other changes to a historical resource.

4. Surrounding Uses. Approval of the application will not create conditions materially detrimental to the public health, safety, and general welfare or injuries to or incompatible with other properties or land uses in the vicinity. The restaurant is located within an existing shopping center. The Project site is surrounded by other commercial uses except for a residential community located across Aliso Creek Road to the east. The Applicant is proposing to enclose the outdoor patio to mitigate potential noise impacts and limitations to the hours of operation and prohibition of live entertainment have been added as conditions of approval. Additionally, the Applicant will be required to comply with applicable building codes and pass a series of inspections prior to operating the restaurant. Allowing the restaurant to provide full alcohol service will also not be detrimental to surrounding uses because the Project is within a commercially developed area with surrounding businesses. In addition, alcohol services in conjunction with operation of existing restaurants already occurs in adjacent tenants.

5. Architectural Design. The architectural design of the Project, including but not limited to the architectural style, scale, building mass, materials, colors, architectural details, and roof style, is compatible with surrounding development. The restaurant design is compatible to the existing restaurants and commercial spaces in the town center. The muted color scheme of the exterior will draw on existing architectural details of contemporary Spanish architecture as seen throughout the town center. The outdoor patio will be covered with a solid awning with two thick waterproof fabric layers. The patio will be contained with a 3-foot-tall solid wooden wall with approximately seven feet of plate glass above to the awning thereby completely enclosing the patio. The employee/delivery area will be surrounded by a 5-foot-tall solid wall. The updates to the tenant space are similar in appearance to the surrounding tenants.

6. Site Design. The site design of the Project, including but not limited to Project entries, interior circulation, pedestrian and bicycle access, pedestrian amenities, screening of equipment and trash enclosures, exterior lighting, and other site design elements, is compatible with surrounding development. The Project will maintain the existing site design. Modifications are limited to the building façade by enclosing the outdoor dining area and upgraded paint colors and materials. None of the exterior features will extend beyond the existing footprint. The

architectural design of the exterior changes will be compatible with the existing town center as discussed in Section 2.5 above.

7. Landscape Design. Project landscaping, including but not limited to the location, type, size, color, texture, and coverage of plant materials, has been designed so as to provide visual relief, complement buildings, visually emphasize prominent design elements and vistas, screen undesirable views, provide a harmonious transition between adjacent land uses and between development and open space, and provide an overall unifying influence to enhance the visual continuity of the Project. The Project is limited to improvements within the building footprint and does not involve any change to the existing landscaping.

Section 3: Approval of Project and Filing of Notice of Exemption. Within five (5) working days after the passage and adoption of this Resolution, the City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the Project.

Section 4: Location of Documents. The administrative record for the Project is maintained at City Hall located at 12 Journey, Suite 100, Aliso Viejo, CA 92656. The custodian of records is the City Clerk.

PASSED, APPROVED AND ADOPTED this 1st day of March, 2023.

_____
Richard Hurt
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 the foregoing is the original of Resolution No. 2023-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 1st day of March, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

EXHIBIT "A"
CONDITIONS OF APPROVAL
PLANNING APPLICATION PA22-011
(CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PERMIT)

1. Project Description. Approval is to establish and operate a new restaurant (Fennel Mediterranean Kitchen and Bar or "Restaurant") with full alcohol service at the former Panini Kabob Grill location in the Town Center. The existing tenant space is 2,342 square feet in size, with an existing 896 square-foot outdoor patio area. The restaurant includes 22 indoor seats and 26 outdoor seats for a total capacity of 48 seats. The patio area will be renovated to include dining areas and a new bar; and enclosed with 7' glass panels on top of 3' tall wood clad walls, covered with a solid awning consisting of two thick waterproof fabric layers to insulate the space.

2. Hours of Operation. The requested hours of operation for the Restaurant are Sunday to Saturday 8:00 am to 10:00 pm. These hours do not prohibit restaurant staff from operating outside of these hours to prepare for the daily routine or clean up at the end of the business day. Restaurant staff shall take extra care in reducing exterior noise during end of business day activities (i.e., moving chairs and tables, loud talking, removing trash) when closing. On increased service calls or input from the surrounding commercial tenants or residents, the Community Development Director or Chief of Police may modify the hours of operation or require the sale of alcoholic beverages to cease, especially in the patio area.

3. Outdoor Service of Alcohol. Alcohol service and consumption in the patio area of the restaurant is allowed only upon approval of the ABC. The Applicant shall be responsible for supervising and controlling the activities of their customers within the restaurant. The applicant shall ensure that no disorderly behavior occurs in these areas and that drinks are served properly in all dining areas. Non-compliance of outdoor service of alcohol on the part of the applicant shall be cause for revocation of alcoholic beverage service.

4. Period of Validity Approval is valid for a period of two years from the effective date. If building or other ministerial permits for the Project are not issued within such period of time, the approval shall expire and shall thereafter be null and void unless an extension is requested by the Applicant prior to the expiration date and subsequently approved by the Community Development Director pursuant to AVMC Section 15.74.100.

   As for the serving of alcoholic beverages, approval is valid for a period of one year from the date of approval (March 1, 2023) unless a license has been issued or transferred by the ABC prior to the expiration date. The City Council may grant a time extension for a period or periods not to exceed 12 months, pursuant to AVMC Section 15.22.200.

5. Development Per Approved Plans This approval constitutes a precise plan for location and design of uses, structures, features and materials submitted with this application and depicted on approved plans. Development shall occur substantially as shown in the plans approved for this Project and on file in the Planning Department, subject to any modifications imposed by the conditions of approval herein as confirmed by the Community Development Director. Any land use, construction or improvement not specifically approved by this conditional use permit is not permitted and must be addressed in a separate and subsequent application and review. Relocation, alteration or addition to any use, structure, feature, or material not specifically approved shall require an amendment to the approved plans unless the Community Development Director determines such modifications are minor and consistent with the spirit and intent of the original approving action and that the action would have been the same for the modifications as for the approved plans. The Community Development Director may approve such minor modifications in accordance with AVMC Section 15.74.110 without requiring a new public hearing. If the Community Development Director determines that a proposed modification is not minor, it shall be processed in the same manner as the original plans.

6. Payment of Fees The applicant shall be responsible for payment of all applicable fees along with reimbursement for all City expenses in ensuring compliance with conditions.

7. Compliance With Conditions The applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City Staff for future governmental permits or actions on the Project site. Failure to abide by and faithfully comply with all conditions attached to the granting of these permits may constitute grounds for revocation of the permit(s) in accordance with AVMC Section 15.74.120 and shall be subject to penalties and procedures pursuant to Chapter 1.06 (Violations and Penalties).

8. Compliance Review Six months after issuance of Certificate of Occupancy, a compliance review will be required. Should violations of any condition, provisions of AVMC, or any other regulation be found, the Community Development Director may modify, add, or revoke the approval.

9. Indemnification The Applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, conditional or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively 'Actions'), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any

permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the Project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

10. ABC Approval Required The Applicant shall obtain and retain the required alcoholic beverage licenses from the state Department of Alcoholic Beverage Control (ABC) for sale of alcoholic beverages for this business at the location specified.

11. Change in ABC Transfer or Expansion The Applicant shall obtain the required amendment to this permit for an application for a premise-to-premise transfer or an increase of floor area of 500 square feet or more than as approved with this permit.

12. Advertising Display There shall be no exterior advertising of any kind or type, including advertising directed to the exterior from within the premises, promoting or indicating the availability of alcoholic beverages.

APPLICANT:	RHR Investment Group, Inc. dba “Fennel Mediterranean Kitchen & Bar”
REQUEST:	Approval of Conditional Use Permit (CUP) Permitting a Type 47 On-Sale General Eating Place (Beer, Wine & Distilled Spirits) Alcoholic Beverage License in Conjunction With The Operation of a New Restaurant (ENCLOSED PATIO & FAÇADE CHANGE)
PROPOSED USE:	Restaurant With Type 47 On-Sale General Eating Place (Beer, Wine & Distilled Spirits)
ADDRESS:	26611 Aliso Creek Road, Suite A, Aliso Viejo, CA 92656

PROJECT NARRATIVE/DESCRIPTION - TYPE 47 FOR ENCLOSED PATIO OF RESTAURANT & GLASS PATIO ENCLOSURE-FAÇADE CHANGE (rev. February 9, 2023)

The proposed project is for the approval of a Type 47 On-Sale General Eating Place (Beer, Wine & Distilled Spirits) Alcoholic Beverage License inside the proposed restaurant located in the Aliso Town Center at 26611 Aliso Creek Road, Suite A, Aliso Viejo, CA 92656. The proposed restaurant "Fennel Mediterranean Kitchen & Bar" is locally owned and is a full service casual dining restaurant focusing on healthy Mediterranean cuisine.

This request is to (1) permit the sale of beer, wine and distilled spirits for on-sale consumption inside the proposed enclosed restaurant patio in conjunction with the operations of the restaurant; and (2) approve the glass patio enclosure/façade change. Service of beer, wine and distilled spirits in the enclosed patio is made for the convenience of patrons dining at the restaurant. Service of alcohol on the enclosed patio will not commence until it is approved by the City.

The subject property is located in The Aliso Town Center. The project will be going into a space that previously operated as a restaurant with a Type 41 On-Sale Beer & Wine alcoholic beverage license with beer and wine service on the open patio. The glass patio enclosure and corresponding façade change is made to mitigate the City’s concerns of noise escaping from the patio and potentially disturbing residents located across Aliso Creek Road. The site is bounded by other commercial/retail and residential uses. The proposed restaurant serve the local residents and workers of the surrounding community.

The existing restaurant has a total area of approximately 2,342 square feet with a proposed completely enclosed exterior patio. The proposed patio will have approximately 9 bar seats (including single ADA space), alcohol display shelves behind the bar, a television over the back of the bar, and secure alcohol storage. The restaurant may at time provide background music inside and on the patio. The volume level will be adjusted to permit normal conversations.

The patio will be enclosed with the existing wood clad wall with new glass extending to the awning. The patio is covered with a solid awning with the covered area consisting of two (2) thick waterproof fabric layers sandwiching a layer of sound absorbing insulation. The public patio area will be contained by an approximately 3 foot tall solid wooden wall with approximately 7 feet of plate glass above to the awning thereby completely enclosing the patio and therefore containing any customer noise (see attached plans and elevations). The non-public employee/delivery area will be surrounded by a 5 foot tall solid wood wall and used for deliveries and miscellaneous storage of restaurant items such as furniture (see photos of patio areas). The proposed restaurant will be open seven (7) days a week. The proposed hours of operation for the restaurant and enclosed patio are 8:00 AM to 10:00 PM. The restaurant,

including patio, may on occasion, be reserved for private functions like holiday parties or other personal/corporate events/celebrations.

The project will employ approximately 5-10 employees that would be on-site at one time. The restaurant will be supervised by the ownership and employees.

Alcoholic beverages will be prepared or stored at the bar, in the kitchen service area, walk-in coolers and other kitchen/bar refrigeration. Alcoholic beverages will be delivered to patrons by employees. Servers handling the service of alcoholic beverages will be trained in responsible beverage service ("RBS") by ABC recognized RBS training providers.

The public areas of the facility will be supervised by employees and also covered by CCTV surveillance security cameras with a 30 review period.

The surrounding land uses are as follows:

North: Commercial/Retail.
South: Commercial/Retail.
East: Commercial/Residential.
West: Commercial/Retail.

SUMMARY

The City has continued to expressed concerns over potential noise leaking from the an open patio would disturb residences in its last letter dated December 17, 2021. The approval of alcoholic beverage service has been separated into the interior and exterior portions of the restaurant. It should be noted that food service with non-alcoholic beverages will be conducted on the patio until a secondary CUP is approved for alcohol and the exterior changes. The resulting modification to fully enclose the patio is done at the request of the Sheriff's Department to mitigate noise leakage. Regardless of alcohol, the enclosure of the patio will act to mitigate the concerns of the City and act a solid barrier so the use of the restaurant's patio will not disturb residential homes across Aliso Creek Road or general other impacts to surrounding businesses.

APPLICANT:	RHR Investment Group, Inc. dba "Fennel Mediterranean Kitchen & Bar"
REQUEST:	Approval of Conditional Use Permit (CUP) Permitting a Type 47 On-Sale General Eating Place (Beer, Wine & Distilled Spirits) Alcoholic Beverage License in Conjunction With The Operation of a New Restaurant (INTERIOR)
PROPOSED USE:	Restaurant With a Type 47 On-Sale General Eating Place (Beer, Wine & Distilled Spirits)
ADDRESS:	26611 Aliso Creek Road, Suite A, Aliso Viejo, CA 92656

USE PERMIT APPLICATION JUSTIFICATION (INTERIOR)

The proposed project is for the approval of a Type 47 On-Sale General Eating Place (Beer, Wine & Distilled Spirits) Alcoholic Beverage License inside the proposed restaurant located in the Aliso Town Center at 26611 Aliso Creek Road, Suite A, Aliso Viejo, CA 92656. The proposed restaurant "Fennel Mediterranean Kitchen & Bar" is locally owned and is a full service casual dining restaurant focusing healthy Mediterranean cuisine. It is a full service casual dining restaurant. The applicant proposes obtaining approval from the California Department of Alcoholic Beverage Control for a Type 47 On-Sale General Eating Place alcoholic beverage license (beer, wine and distilled spirits). The previous restaurant operated with a Type 41 On-Sale Eating Place Beer & Wine license. The proposed request meets the requirements set forth in the City of Aliso Viejo Municipal Code.

BURDEN OF PROOF:

1. **The use is consistent with the General Plan and any applicable specific plan;**

   Response: The proposed use as a restaurant with beer, wine and distilled spirits is consistent with the Aliso Viejo General Plan and provisions of the Municipal Code.

2. **The use is allowed within the applicable zoning district and complies with all other applicable provisions of this Zoning Code and the Municipal Code;**

   Response: The proposed use as a restaurant with beer, wine and distilled spirits is permitted in the zoning district and is subject to the all the regulations, conditions, policies or other requirements of the Municipal Code.

3. **The use is consistent and incompliance with the requirements of the California Environmental Quality Act ("CEQA");**

   Response: The proposed use as a restaurant with Type 47 On-Sale General Eating Place alcoholic beverage license is Categorically Exempt from CEQA.

4. **The design, location, size, and operating characteristics of the use are compatible with the allowed uses in the vicinity;**

   Response: The proposed use is not inconsistent with the adjacent uses and will not materially affect the surrounding community or environment. The proposed project is ideally suited for the area and is located in the Aliso Town Center regional shopping and entertainment center. The approval of the request that serves the local

community and tourism, will not adversely affect the public's health, safety, welfare nor will it jeopardize or endanger the public. It will not be detrimental to the use, valuation or enjoyment of surrounding property owners or residents.

5. **The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities; and**

   Response: The proposed site, an existing shopping center, is not inconsistent with the adjacent uses and will not materially affect the surrounding community or environment. The proposed site is ideally suited for the Aliso Viejo Legacy area. The approval of the request that serves the local community and tourism, will not adversely affect the public's health, safety, welfare nor will it jeopardize or endanger the public. It will not be detrimental to the use, valuation or enjoyment of surrounding property owners or residents.

6. **Operation of the use at the location proposed would not be detrimental to the harmonious and orderly growth of the City, nor endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.**

   Response: By replacing a restaurant that closed, the proposed use will contribute to the economic growth of the City as it will serve the local community and tourism. The proposed project will not adversely affect the public's health, safety, welfare nor will it jeopardize or endanger the public. It will not be detrimental to the use, valuation or enjoyment of surrounding property owners or residents.

7. **Crime rate in the reporting district and adjacent reporting districts as compared to other areas in the city for the proposed use at the location would not tend to create a law enforcement problem.**

   Response: The proposed operations of a restaurant with Type 47 license will not negatively impact the number of reported crimes.

8. **Calls for alcohol related service in the reporting district and adjacent reporting districts as compared to other areas in the city for the proposed use at the location would not tend to increase or tend create a law enforcement problem.**

   Response: The proposed operations of a restaurant with Type 47 license will not negatively impact calls for alcohol related service as it is replacing a restaurant that previously served alcoholic beverages.

9. **The proximity of the alcoholic beverage outlet to residential districts, day care centers, park and recreation facilities, places of religious assembly, and schools would not be detrimental to the harmonious and orderly growth of the City, nor endanger, jeopardize, or otherwise constitute a hazard to health, safety, or general welfare of community.**

Response: The proposed being located in a master planned regional shopping center. The surround area to the North, West and South is the Aliso Town Center. To the East is Aliso Creek Road with the closest residential below grade across the Aliso Creek Road. The closet park is Grand Park which is separated from the proposed project by the Aliso Town Center itself. Additionally, there are no nearby day care centers, places of religious assembly, or schools. As such use will not adversely affect the public's health, safety, welfare nor will it jeopardize or endanger any nearby sensitive uses.

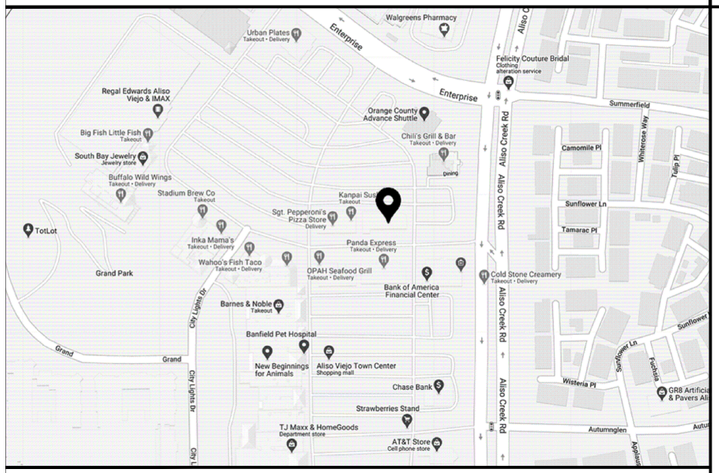
10. Overconcentration of on-sale alcoholic beverage licenses.

Response: By replacing an ABC licensed restaurant that closed, the proposed use will result in a zero net gain of licenses in the census tract.

FENNEL

Mediterranean Kitchen & Bar

VICINITY MAP



SCOPE OF WORK

FENNEL restaurant tenant improvement

1. REPLACING TILE AND REMOVE AND REINSTALL THE PLUMBING FIXTURES
2. ADDITION OF THE NEW BAR AT EXISTING ACCESSIBLE PATIO. BAR
3. REPLACING THE EXISTING TABLE AND CHAIRS (SEE SHEET ID2.0)
4. REPAIR OF THE EXISTING GUARDRAIL 42" AT PATIO AND 5 FEET AT REAR STORAGE/ LOCKER ROOM
5. NEW GLASS TOP OF WOOD GUARDRAIL & NEW DOOR ACCESS TO THE ENTRANCE OF PATIO

EXISTING INDOOR AREA :	1600 SQ. FT.
NEW BAR ADDITION:	195 SQ. FT,
EXISTING SEATING PATIO AREA:	518 SQ. FT.
EXISTING STORGAE:	240. SQ. FT.

PROJECT INFORMATION

OWNER:

Reza Jozi

ADDRESS:

26611 ALISO CREEK RD, SUITE A

ALISO VIEJO, CA 92656

SHEET INDEX

SHEET NO.	PAGE TITLE
ID 0.0	COVER SHEET
ID 1.0	SITE PLAN
ID 2.1	FLOOR PLAN
ID 5.2	PATIO ELEVATIONS
ID 5.3	BAR ELEVATIONS
ID 5.4	EXTERIOR EAST ELEVATION & SECTION - D
ID 5.5	EXTERIOR SOUTH ELEVATION
ID 5.6	SECTIONS -B &C
ID 8.0	EXTERIOR COLORED ELEVATIONS

SYMBOLS

NORTH ARROW

INTERIOR ELEVATION

INTERIOR ELEVATION OR SECTION CALLOUT

DETAIL CALLOUT

XX-XX — FURNITURE OR FIXTURE REFERENCE - SEE ID 2.2

XXX-XX-XX — FINISH REFERENCE - SEE ID 1.1

ROOM 100 — *(OPTIONAL)* ROOM CALLOUT

(OPTIONAL) KITCHEN EQUIPMENT CALLOUT

ABBREVIATIONS

A.F.F.	ABOVE FINISHED FLOOR	TBD	TO BE DETERMINED
AC	ACOUSTIC CEILING TILES	T	TILE
BOH	BACK OF HOUSE	TYP.	TYPICAL
℄	CENTERLINE	UP	UPHOLSTERY
EQ	EQUAL	WC	WALLCOVERING
GL	GLASS	WD	WOOD
LP	LAMINATED PLASTIC	U,N.O.	UNLESS NOTED OTHERWISE
MD	MOULDINGS		
MT	METAL		
PF	PLUMBING FIXTURES		
PT	PAINT		
RF	RESILIENT FLOORING		
SF	SPECIALTY FINISH		
ST	STONE		

This Project Will Comply With The Follwing Codes

Residential .....2019 CRC
Building.....2019 CBC
Mechanical.....2019 CMC
Electrical.....2019 CEC
Plumbing.....2019 CPC
Energy.....2019 Building Energy Efficiency Standards (BEES)
Environmental.....2019 CA Bld'g green Standards Code (Calgreen)

Required Notes:

1. Sprinkler system shall follow (NFPA 13)

KENNETH USSENKO DESIGN
KU PRODUCTIONS
3633 MacArthur Blvd. Suite 406
Santa Ana, California 92704

Date

Revision No.

DATE : 01/14/2021

DRAWN BY : KU PRODUCTIONS

SCALE : AS NOTED

FENNEL
Mediterranean Kitchen & Bar
26611 ALISO CREEK RD. ALISO VIEJO, CA 92656

Seal

COVER SHEET

ID 0.0

DESIGN DEVELOPMENT NOT FOR CONSTRUCTION

KENNETH USSENKO DESIGN
KU PRODUCTIONS
3633 MacArthur Blvd, Suite 406
Santa Ana, California 92704

Date

Revision No.

DATE :
01/14/2021
DRAWN BY :
KU PRODUCTIONS
SCALE :
AS NOTED

FENNEL
Mediterranean Kitchen & Bar
26611 ALISO CREEK RD. ALISO VIEJO, CA 92656

Seal

SITE PLAN

ID 1.0

DESIGN DEVELOPMENT NOT FOR CONSTRUCTION

GENERAL NOTES-FLOOR PLAN

-ALL ELECTRICAL FIXTURES OUTLETS AND EQUIPMENT ARE FOR REFERENCE ONLY REFERENCE ONLY REFER TO ELECTRICAL DRAWINGS FOR DESIGN.

-ALL EQUIPMENT APPLIANCES AND FIXTURES TO BE INSTALLED PER MFR'S RECOMMENDATIONS.

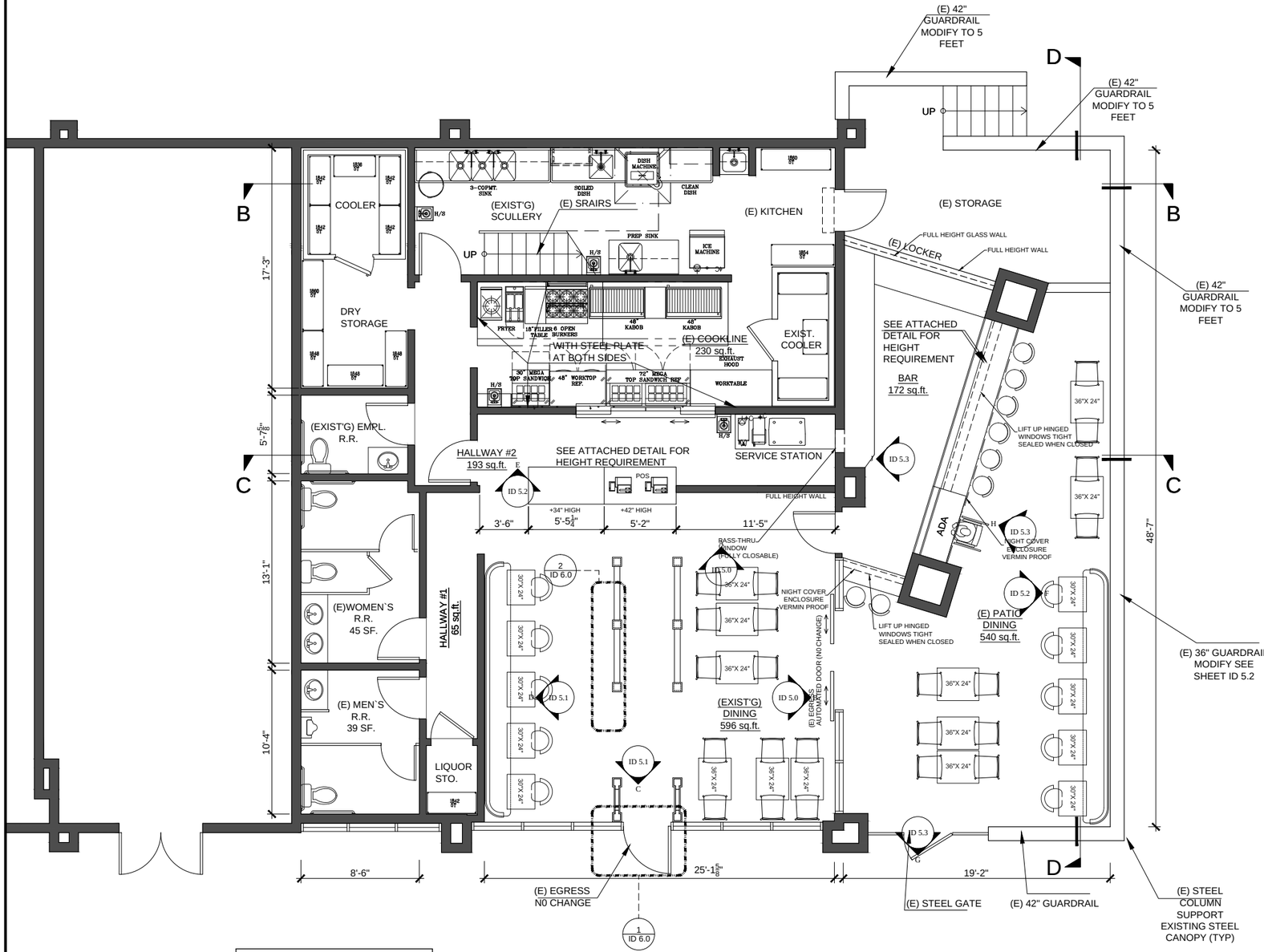
-CONTRACTOR TO COORDINATE PLUMBING MECHANICAL ELECTRICAL PENETRATIONS CONNECTIONS WITH SUBCONTRACTORS.

-FLOOR COVERING MATERIALS SHALL COMPLY WITH ASTM E 648, AND A SMOKE DENSITY RATING OF LESS THAN 450 PER ASTM E 84 (CBC 804.4.1)

-GENERAL CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCY FOUND IN THESE DRAWINGS SHALL TO BE BROUGHT TO THE ATTENTION OF "KU-PRODUCTIONS".

SYMBOL LEGEND

XX / ID X.X — ELEVATION CALLOUTS (WALL TILE / COUNTERTOP & MILLWORK / BUILTINS)



TOTAL AREA: 1796 sq.ft
BAR: 6 SEATS DINING : 22 SEATS PATIO DINING: 20 SEATS
TOTAL SEATS: 58

Use and Occupancy

FUNCTION OF SPACE	OCCUPANT LOAD FACTOR
Kitchens, commercial	200 gross

Dining Occupancy

AREA OF THE TABLES 1300 SF/ 15=86.6 PERSON

FLOOR PLAN

SCALE: 1/4"=1'-0"

Attachment A

AVMC Sections 15.74.040.C and 15.22.200.C

Required Findings. The following findings shall be made by the decision-making authority prior to the approval of a use permit for an alcoholic beverage outlet:

1. Consistency with General Plan. The land use is consistent with the general plan and any applicable specific plan.
2. Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan.
3. Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.
4. Surrounding Uses. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity.
5. The crime rate in the reporting district and adjacent reporting districts as compared to other areas in the city.
6. The numbers of alcohol-related calls for service, crimes or arrests in the reporting district and in adjacent reporting districts.
7. The proximity of the alcoholic beverage outlet to residential districts, day care centers, park and recreation facilities, places of religious assembly, and schools.
8. Whether the permit will result in an overconcentration of alcoholic beverage outlets in the vicinity of the proposed outlet.

Required Findings. The following findings shall be made by the decision-making authority prior to the approval of any site development permit:

1. Consistency with General Plan. The project is consistent with the general plan and any applicable specific plan.
2. Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and is consistent with this code and any applicable specific plan.
3. Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.
4. Architectural Design. The architectural design of the project, including but not limited to the architectural style, scale, building mass, materials, colors, architectural details, and roof style, is compatible with surrounding development.
5. Site Design. The site design of the project, including but not limited to project entries, interior circulation, pedestrian and bicycle access, pedestrian amenities, screening of equipment and trash enclosures, exterior lighting, and other site design elements, is compatible with surrounding development.
6. Landscape Design. Project landscaping, including but not limited to the location, type, size, color, texture, and coverage of plant materials, has been designed so as to provide visual relief, complement buildings, visually emphasize prominent design elements and vistas, screen undesirable views, provide a harmonious transition between adjacent land uses and between development and open space, and provide an overall unifying influence to enhance the visual continuity of the project.

design ku

KENNETH USSENKO DESIGN
KU PRODUCTIONS
3633 MacArthur Blvd, Suite 406
Santa Ana, California 92704

Date

Revision No.

DATE : 01/14/2021

DRAWN BY : KU PRODUCTIONS

SCALE : AS NOTED

FENNEL
Mediterranean Kitchen & Bar
26611 ALISO CREEK RD. ALISO VIEJO, CA 92656

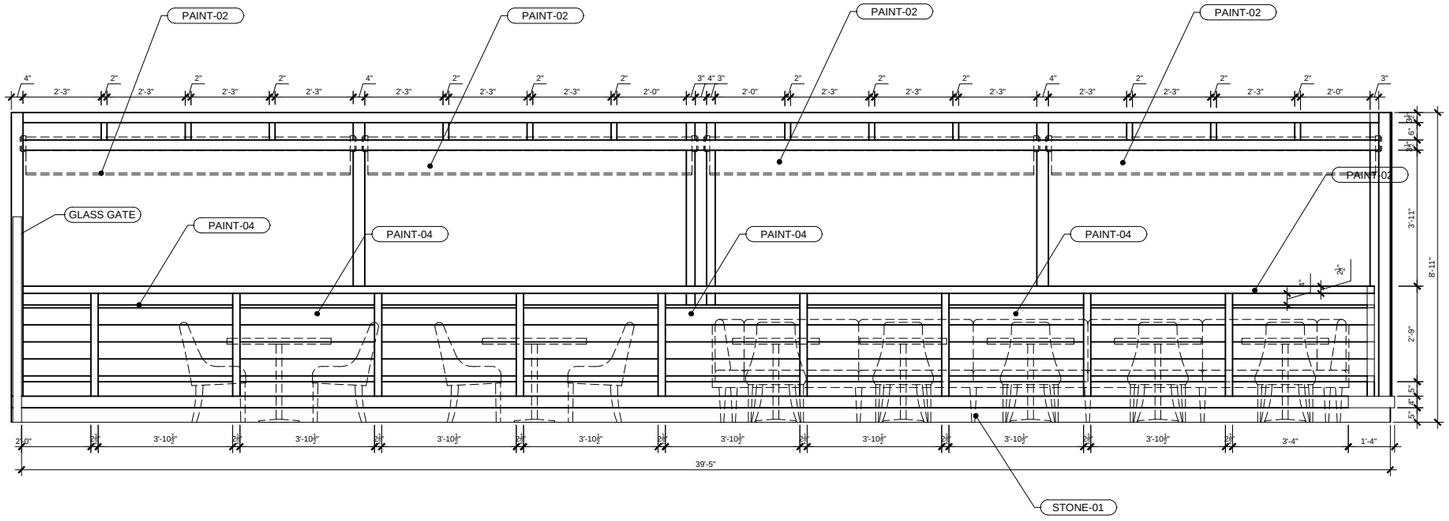
Seal

FLOOR PLAN

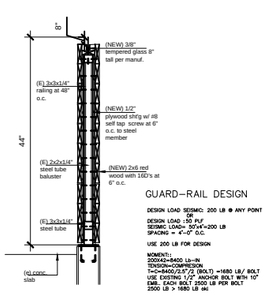
ID 2.1

DESIGN, DETAIL, QUALITY, NOT FOR CONSTRUCTION





PATIO ELEVATION
SCALE: 1/2"=1'-0" (F)



GUARD-RAIL DESIGN

DESIGN LOAD SEISMIC: 200 LB @ ANY POINT
OR
DESIGN LOAD =50 PLF
SPACING = 4'-0" O.C.=200 LB
SPACING = 4'-0" O.C.

USE 200 LB FOR DESIGN

MOMENT:
200X42=8400 Lb-IN
TENSION=COMPRESION
T=C=8400/3.5"/2 (BOLT) =1680 LB/ BOLT
USE EXISTING 1/2" ANCHOR BOLT WITH 10" EMD. EACH BOLT 3500 LB PER BOLT
3500 LB > 1680 LB ok!

GENERAL NOTES

-CABINETRY BY GENERAL CONTRACTOR (UNLESS OTHERWISE NOTED).

-PROVIDE HIDDEN HINGES.

-REFER TO SCHEDULE SHEETS FOR CABINET & HARDWARE STYLE/FINISH

-PROVIDE BLACK PLASTIC 3" MIN. ROUND GROMMETS IN COUNTERTOPS- TO BE DRILLED AFTER/ WHEN EQUIPMENT IS INSTALLED.

-TOE-KICKS TO BE UNIFORM HEIGHT AND DEPTH.

-INSTALL TILE CENTERED IN SPACE IN SUCH A WAY THAT CUTS SMALLER THAN 2" ARE AVOIDED

-GENERAL CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCY FOUND IN THESE DRAWINGS SHALL TO BE BROUGHT TO THE ATTENTION OF "KU-PRODUCTIONS".

SYMBOL LEGEND

WD-01 MATERIAL REFERENCE

FINISH NOTES

WOOD:

WD-01 ---

PAINT:

PNT-01 ---

PNT-02 ---

PNT-03 ---

PNT-04 ---

MOULDING:

WD-01 BASEBOARD
MFG: ---
STYLE / COLOR: ---
SIZE: ---
LOCATION: ---

WD-01
MFG: ---
STYLE / COLOR: ---
SIZE: ---
LOCATION: ---

WD-01
MFG: ---
STYLE / COLOR: ---
SIZE: ---
LOCATION: ---

STONE:

STN-01
MFG: ---
STYLE / COLOR: ---
SIZE: ---
LOCATION: ---

TILE:

TIL-01
MFG: ---
STYLE / COLOR: ---
SIZE: ---
LOCATION: ---

WALLCOVERING:

WC-01
MFG: ---
STYLE / COLOR: ---
SIZE: ---
LOCATION: ---

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3633 MacArthur Blvd, Suite 406
Santa Ana, California 92704

Date

Revision No.

DATE :
01/14/2021
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KU PRODUCTIONS
SCALE :
AS NOTED

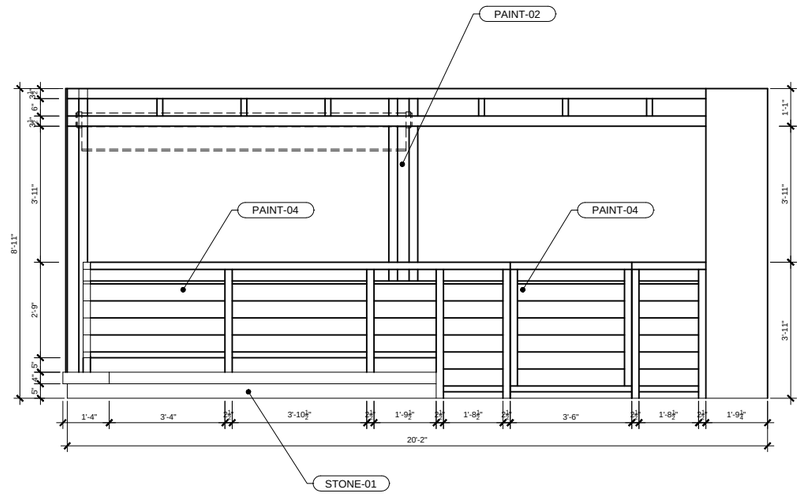
FENNEL
Mediterranean Kitchen & Bar
26611 ALISO CREEK RD, ALISO VIEJO, CA 92656

Soul

ELEVATIONS

ID 5.2

DESIGN DEVELOPMENT NOT FOR CONSTRUCTION



PATIO ELEVATION (G)
SCALE: 1/2"=1'-0"

GENERAL NOTES

-CABINETRY BY GENERAL CONTRACTOR (UNLESS OTHERWISE NOTED).

-PROVIDE HIDDEN HINGES.

-REFER TO SCHEDULE SHEETS FOR CABINET & HARDWARE STYLE/FINISH

-PROVIDE BLACK PLASTIC 3" MIN. ROUND GROMMETS IN COUNTERTOPS- TO BE DRILLED AFTER/ WHEN EQUIPMENT IS INSTALLED.

-TOE-KICKS TO BE UNIFORM HEIGHT AND DEPTH.

-INSTALL TILE CENTERED IN SPACE IN SUCH A WAY THAT CUTS SMALLER THAN 2" ARE AVOIDED

-GENERAL CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION PRIOR TO ANY CONSTRUCTION, ANY DISCREPANCY FOUND IN THESE DRAWINGS SHALL TO BE BROUGHT TO THE ATTENTION OF "KU-PRODUCTIONS".

SYMBOL LEGEND

XXX - 00 — MATERIAL REFERENCE

FINISH NOTES

WOOD:

WOOD - 01 ---

PAINT:

PAINT - 01 ---

PAINT - 02 ---

PAINT - 03 ---

PAINT - 04 ---

MOULDING:

TRIM - 01 BASEBOARD — MFG: --- STYLE / COLOR: --- SIZE: --- LOCATION: ---

MD - 01 — MFG: --- STYLE / COLOR: --- SIZE: --- LOCATION: ---

MD - 02 — MFG: --- STYLE / COLOR: --- SIZE: --- LOCATION: ---

STONE:

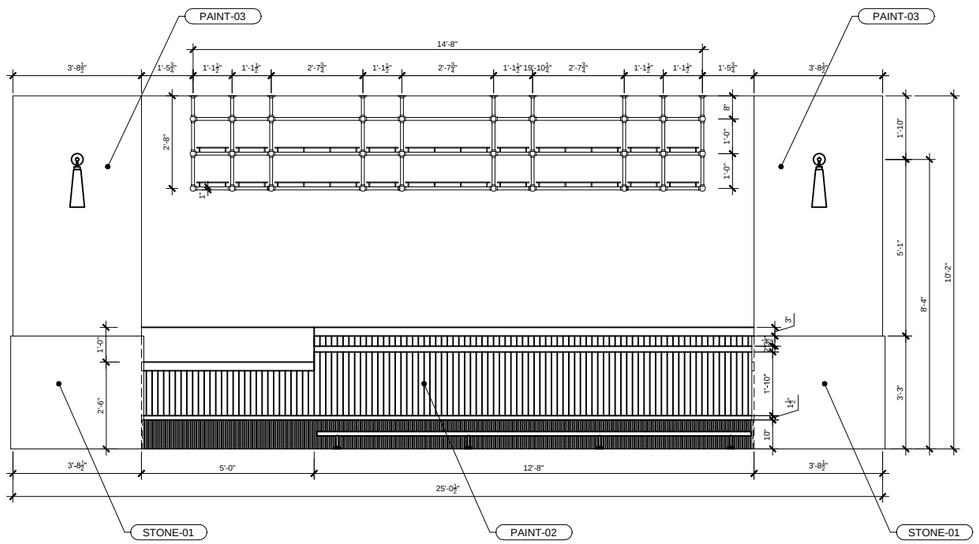
STONE - 01 — MFG: --- STYLE / COLOR: --- SIZE: --- LOCATION: ---

TILE:

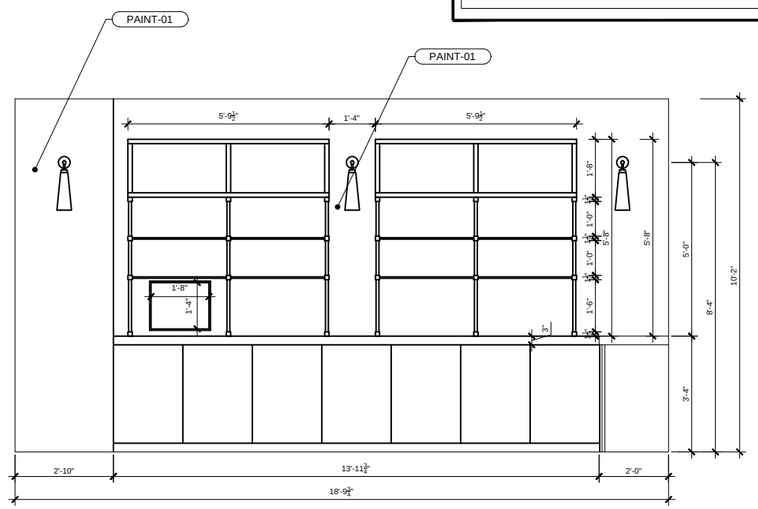
TILE - 01 — MFG: --- STYLE / COLOR: --- SIZE: --- LOCATION: ---

WALLCOVERING:

WC - 01 — MFG: --- STYLE / COLOR: --- SIZE: --- LOCATION: ---



FRONT BAR ELEVATION (H)
SCALE: 1/2"=1'-0"



REAR WALL BAR ELEVATION (J)
SCALE: 1/2"=1'-0"

design ku

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Date

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DATE :
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KU PRODUCTIONS
SCALE :
AS NOTED

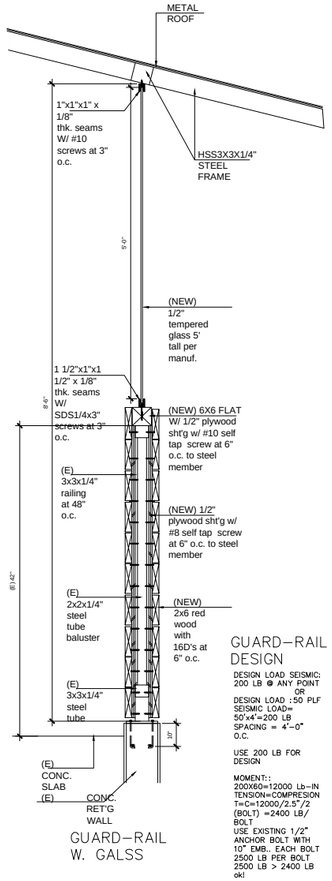
FENNEL
Mediterranean Kitchen & Bar
29611 ALISO CREEK RD. ALISO VIEJO, CA 92656

Seal

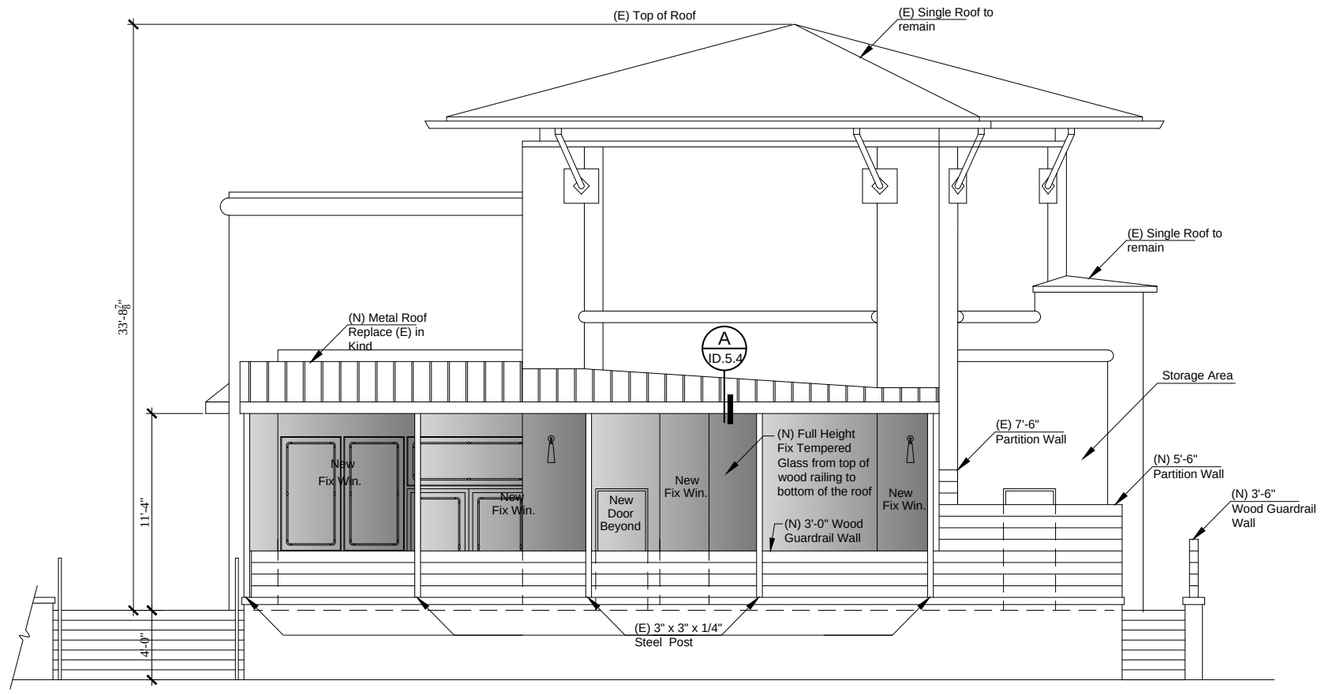
ELEVATIONS

ID 5.3

DESIGN DEVELOPMENT NOT FOR CONSTRUCTION



GLASS CONNECTION DETAIL A



EXTERIOR PATIO EAST ELEVATION

SCALE: 1/4"=1'-0"

REGISTERED PROFESSIONAL ENGINEER
MANSOUR M. AHMADI
C 76370
EXP. 12-31-22
CIVIL
STATE OF CALIFORNIA

design ku

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3633 MacArthur Blvd, Suite 406
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SCALE :
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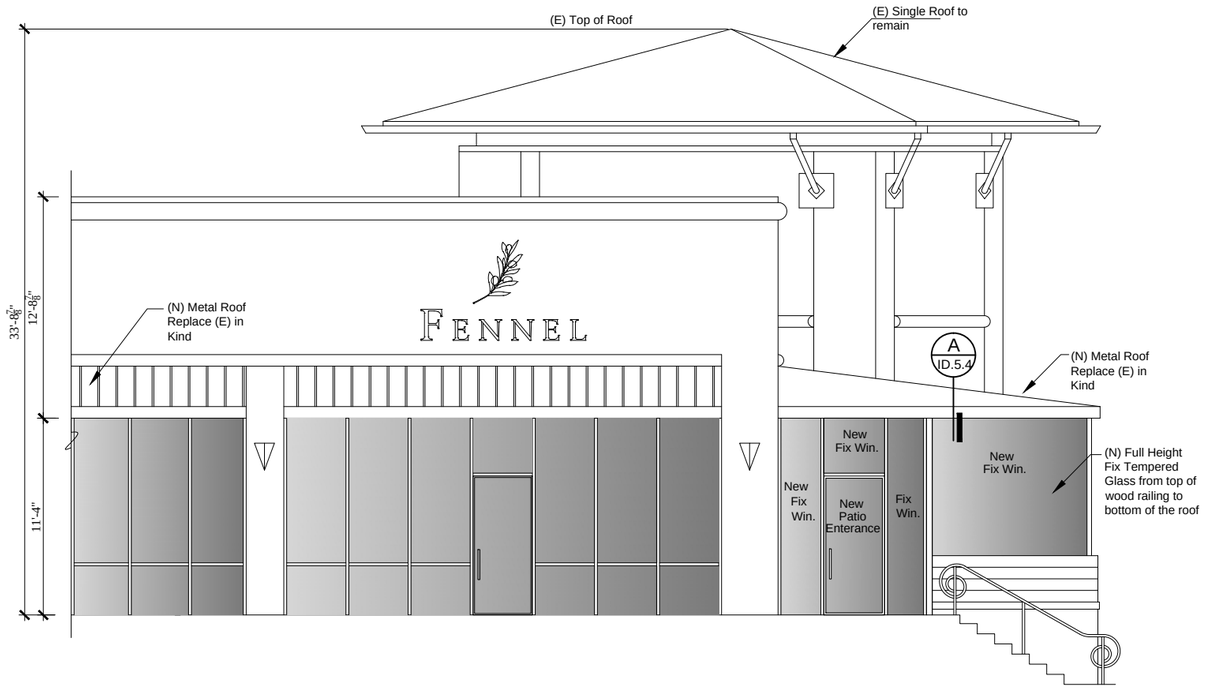
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Mediterranean Kitchen & Bar
28611 ALISO CREEK RD. ALISO VIEJO, CA 92656

Seal

EAST ELEVATION

ID 5.4

DESIGN DEVELOPMENT NOT FOR CONSTRUCTION



EXTERIOR SOUTH ELEVATION

SCALE: 1/4"=1'-0"

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KU PRODUCTIONS
SCALE :
AS NOTED

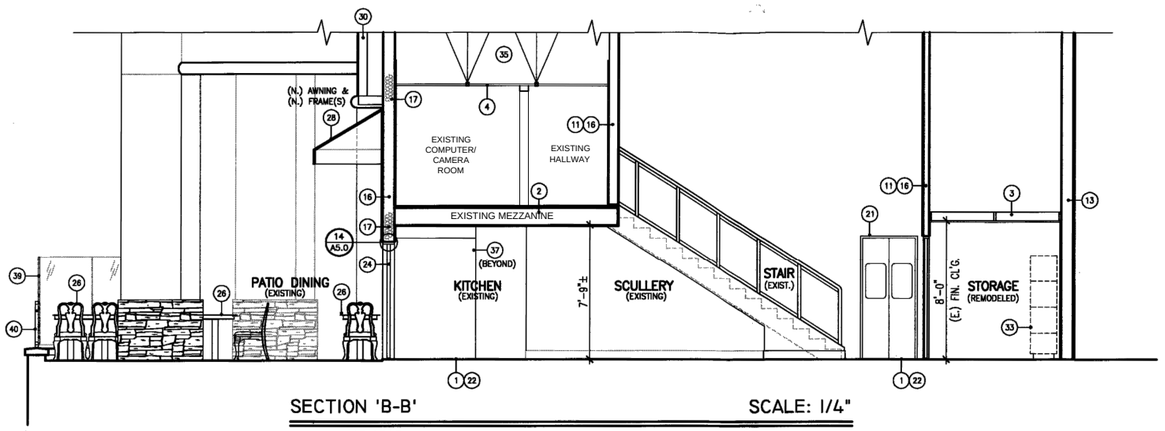
FENNEL
Mediterranean Kitchen & Bar
26811 ALISO CREEK RD. ALISO VIEJO, CA 92656

Seal

SOUTH ELEVATION

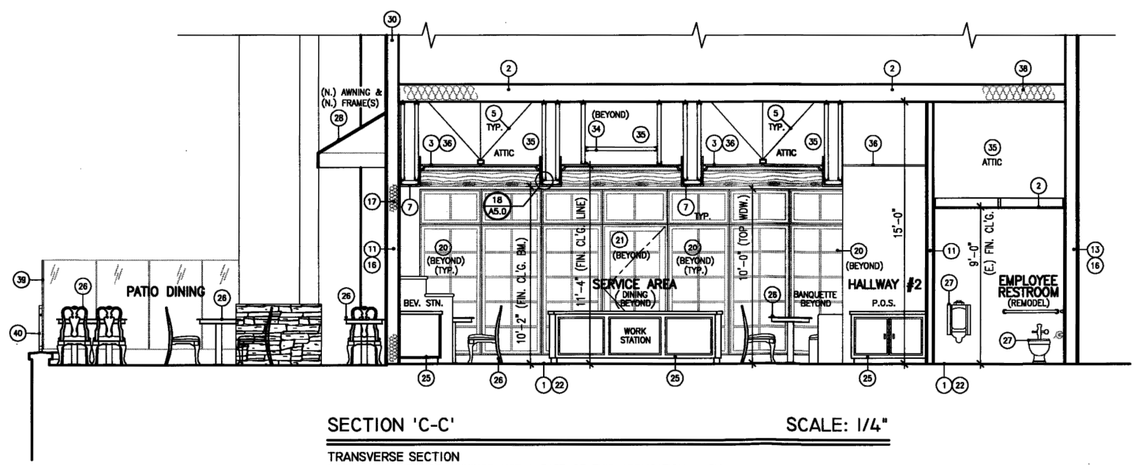
ID 5.5

DESIGN DEVELOPMENT NOT FOR CONSTRUCTION



SECTION 'B-B' SCALE: 1/4"

TRANSVERSE SECTION
NOTE: NEW EXTERIOR AWNINGS NOT A PART OF THIS APPLICATION – BY SEPARATE PERMIT



SECTION 'C-C' SCALE: 1/4"

TRANSVERSE SECTION
NOTE: NEW EXTERIOR AWNINGS NOT A PART OF THIS APPLICATION – BY SEPARATE PERMIT

SECTION KEYNOTE

1. CONCRETE FLOOR STRUCTURE -EXISTING, EXPOSED -TO REMAIN (REFINISH, AS DIR.)
2. ROOF /FLOOR STRUCTURE -EXISTING -TO REMAIN
3. SUSPENDED CEILING -METAL FRAMING W/. 5/8" GYP. BD., TYP. (U.N.O., ALT. 2x FRM'G. @ 16" O.C.) PER DETAIL (REMOVE EXISTING)
4. ACOUSTIC CL'G. -SUSPENDED, PER DTL W/. T-BAR GRID + ACOUSTIC PANELS (AS SELECTED)
5. CROSS BRACING -FOR SUSPENDED CEILING, REF. DETAILS
6. SOFFIT-METAL FRAMING W/. 5/8. GYP. BO., TYP. (U.N.O., ALT. 2x4@ 16 0.C.) PER DETAIL
7. CEILING BEAM -METAL CHANNEL FRM'G., PER DETAIL W/. HDWD. VENEER PLYWD. BOX BEAM
8. PARTITION -3-1/2" METAL STUD FRAMED WALL, 16· O.C. W/. 5/8" GYP. BD. E/S· (ALT. 2x, WO. STUD FRM'G. @ 16" O.C.) PER DETAILS
9. FULL-HEIGHT PARTITION, PER DETAILS (REF. 'PARTITION NOTE #8') ABOVE
10. (N.) PARTITION TO JUST ABOVE SUSP. CEILING, PER DETAILS (REF. 'PARTITION NOTE')
11. FULL-HT. PARTITION -EXISTING TO REMAIN
12. PARTITION @ COOKLINE -STEEL STUDS @ 16" O.C., U.N.O. (VERIFY EXISTING)
13. DEMISING WALL-EXISTING, TO REMAIN. VERIFY CONST./1-HR. ARE SEP'N- REFIN. AS. REQ"D
14. PONY WALL. 3-1/2" MTL. @ 16" O.C. (W/. SIL REINF. AS REQ'D.) + 5/8" GYP. BD
15. EXTERIOR FRAMED WALL (E.) TO REMAIN (ADD THERMAL INSUL AS REC'D.)
16. FRAMED STRUCTURAL WALL (E.), TO REMAIN
17. THERMAL INSULATION -MIN. R-19 BATT INSUL (OR AS PER MECH. DWG'S.) @ EXT. WALLS
18. STOREFRONT -NEW PORTION (REPL. (E.) AS DIRECTED BY OWNER)
19. STOREFRONT, EXISTING TO REMAIN
20. STOREFRONT, EXISTING TO BE REMOVED AND/OR REPLACED
21. DOOR OPENING, REFER TO PLAN, DETAIL AND SCHEDULE (TYP.)
22. FLOOR -(E.) CONC. SLAB ON GRADE (VERIFY UTIL LOCATIONS PRIOR TO ANY SAW CUT)
23. KITCHEN HOOD -EXISTING, W/, 1-HR, RATED CHASE -VERIFY (REF. KITCHEN + MECH. DWG'S.)
24. DOOR -NEW, PER DOOR SCHEDULE AND PLAN
25. INTERIOR FIXTUREWORK, PER I.D. DWG'S. BY OTHERS (COORD. W/. OWNER)
26. FURNITURE -NOT A PART, PROVIDED BY OWNER (ILLUSTRATION ONLY)
27. RESTROOM FIXTURES -REF. PLANS AND DETAILS
28. AWNING -NEW DECO. CANVAS @ EXIST. MTL. FRAME (REPLACE EXISTING) -BY SEPARATE PERMIT
29. AWNING -LINE Of TYP. AWNING, BEYOND (DASHED) -BY SEPARATE PERMIT
30. FASCIA/PARAPET (E.) TO REMAIN -NOT A PART
31. WROUGHT IRON RAILING/GUARDRIL & GATE EXISTING -TO REMAIN -AS OCCURS
32. PROPERTY LINE
33. STORAGE SHELVING, NOT A PART. PROVIDED BY OWNER
34. (N.) FRAMED FAUX SKYLITE W/. DECO. LUMN. CL'G. (REF. DETAILS)
35. ATTIC SPACE -EXISTING -PROVIDE ACCESS AS REQ'D. (VERIFY EXISTING)
36. APPLIED TEGULAR ACOUSTIC PANELS -PER RCP + SCHED.
37. COOLER -WALK-IN COOLER (E.) BEYOND (TO REMAIN)
38. THERMAL. INSULATION -MIN. R-30 @ ROOF /ATTIC (PER MECH. DWCS.) -VERIFY EXISTING
39. GLASS WIND SCREEN -EXISTING TEMP'D. GLASS -TO REMAIN
40. WROUGHT IRON RAILING -(E.) GUARDRAIL (MIN. 42" H.) TO REMAIN

SECTIONS
SCALE: 1/4"=1'-0"

KENNETH USSENKO DESIGN
KU PRODUCTIONS
3633 MacArthur Blvd, Suite 406
Santa Ana, California 92704

Date

Revision No.

DATE : 01/14/2021
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SCALE : AS NOTED

FENNEL
Mediterranean Kitchen & Bar
26611 ALISO CREEK RD. ALISO VIEJO, CA 92656

Seal

OCFA ARCHITECTURAL NOTES

ID 5.6

DESIGN DEVELOPMENT NOT FOR CONSTRUCTION



EXTERIOR PATIO EAST ELEVATION

SCALE: 1/4"=1'-0"



EXTERIOR SOUTH ELEVATION

SCALE: 1/4"=1'-0"

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Mediterranean Kitchen & Bar
26611 ALISO CREEK RD. ALISO VIEJO, CA 92656

Seal

COLORED ELEVATIONS

ID 8.0

DESIGN DEVELOPMENT NOT FOR CONSTRUCTION

ALISO VIEJO
Live Life Inspired

MAYOR
Ross Chun

MAYOR PRO TEM
Richard Hurt

COUNCIL MEMBER
Tiffany Ackley

COUNCIL MEMBER
Dave Harrington

COUNCIL MEMBER
Mike Munzing

CITY MANAGER
David A. Doyle

CITY ATTORNEY
Scott C. Smith

CITY CLERK
Mitzi Ortiz, MMC

June 18th, 2022

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

Subject: Administrative Alcohol Conditional Use Permit for
26611 Aliso Creek Rd. Ste. A - Fennel Mediterranean Kitchen and Bar

To Whom It May Concern:

26611 Aliso Creek Rd. Ste. A, Aliso Viejo, California 92656, is the proposed location for the Type 47 (On-Sale Beer and Wine - Eating Place) license. The premises are located in Aliso Viejo Individual Reporting Area 10 (AV IRA 10). For the period of 6-01-2021 to 6-01-2022, the following are statistics related to violations of crimes related to liquor laws in the respective areas.

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

AV IRA	Type 41	Type 42	Type 47
07	3	0	0
08	1	1	0
10	14	2	6
12	1	0	0

Alcohol-related crimes including Liquor law violations (LLV) and Driving Under the influence violations (DUI) for the approve Reporting Areas during the period of 6-1-21 to 6-1-22 were as follows:

Reporting Areas	LLV	DUI
AV IRA 07	3	7
AV IRA 08	0	7
AV IRA 10	3	4
AV IRA 12	1	0

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

Sincerely,

Sgt. Chad Phillips
Administrative Sergeant Police Services

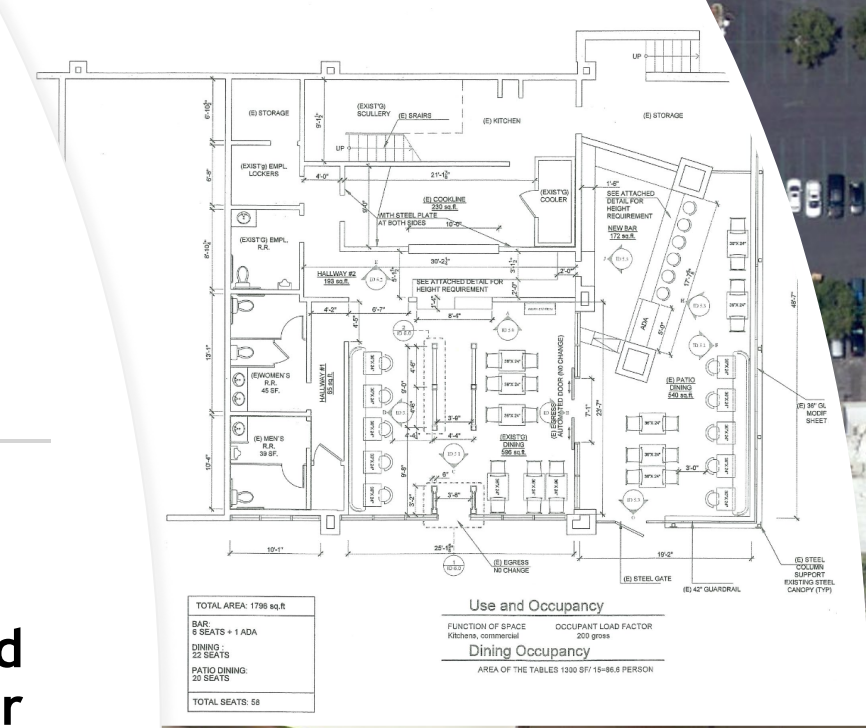
ALISO VIEJO

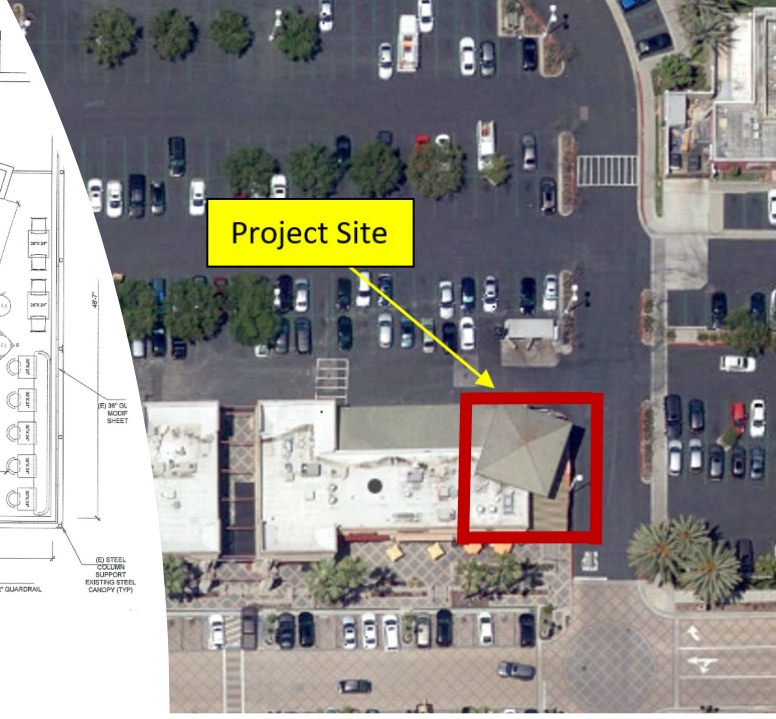
Fennel Mediterranean Restaurant

March 1, 2023

Project Description and Location

- Fennel Mediterranean kitchen and bar is located at Aliso Town Center Suite A.
- Conditional Use Permit and Site Development Permit for Full Alcohol Service and Tenant Improvements.







Discussion

- The proposed project is to operate a restaurant with more than 17 seats with full alcohol service, a CUP is required.

- The proposed project includes the enclosure of an existing, 896 square foot, outdoor patio area, and therefore, requires a SDP.

Staff Recommendations

Recommended Actions:

- ❑ **1. Open and conduct a public hearing;**
- ❑ **2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and**
- ❑ **3. Adopt a Resolution (Attachment 1) approving a Conditional Use Permit and Site Development Permit to allow a 48-seat restaurant with full alcohol service (Fennel Mediterranean Kitchen and Bar) and to enclose an outdoor patio area at 26611 Aliso Creek Road Suite A.**

City of Aliso Viejo
AGENDA ITEM

DATE: March 1, 2023

TO: Mayor and City Council

FROM: Mitzi Ortiz, Director of Government Services

SUBJECT: RESOLUTION OF SUPPORT FOR THE IRANIAN AMERICAN COMMUNITY

Recommended Action:

Consider adoption of a Resolution declaring support for the Iranian American community and supporting sanctions against Iranian individuals and entities responsible for human rights violations in Iran.

Fiscal Impact:

None.

Discussion:

At the February 1, 2023 City Council meeting, Mayor Hurt obtained consensus to direct staff to agendize a Resolution declaring support for the Iranian American community and supporting sanctions against Iranian individuals and entities responsible for human rights violations in Iran. Staff recommends the City Council consider the subject Resolution.

Attachment:

1. Resolution

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, DECLARING SUPPORT OF THE IRANIAN AMERICAN COMMUNITY AND SUPPORTING SANCTIONS AGAINST IRANIAN INDIVIDUALS AND ENTITIES RESPONSIBLE FOR HUMAN RIGHTS VIOLATIONS IN IRAN

WHEREAS, on September 13, 2022, Mahsa Zhina Amini, a 22-year-old Kurdish woman, was reportedly beaten by Iran's morality police after being arrested and taken into custody for purportedly wearing a hijab too loosely; and

WHEREAS, the Government refuses to allow an unbiased and independent investigation of the circumstances surrounding the September 16th death of Mahsa Zhina Amini after spending three days in a coma; and

WHEREAS, the tragic death of Mahsa Zhina Amini has inspired numerous and ongoing protests throughout Iran resulting in thousands of arrests to extinguish the voices of journalists, media figures, and members of the public who seek to amplify Iranian's desire for personal freedoms, which the government of Iran has now blamed on the United States; and

WHEREAS, on September 22, 2022, the United States Department of State sanctioned Iran's morality police and seven Iranian officials for alleged human rights abuses; and

WHEREAS, over the last 44 years, the regime in Iran has committed numerous acts of violence and frequent human rights violations against its own people, particularly against women, students, and protestors. The regime occupying Iran has also supported instability in the region. Substantial evidence demonstrates violations, including but not limited to, the killing of hundreds of civilians including numerous children; the use of tear gas, batons and ball bearings on those peacefully protesting for "women, life, freedom"; the shooting and killing of students at elite universities; using torture, forced confessions and sexual violence as a means of silencing opposition; involvement in the burning of the Evin prison that holds political prisoners, intellectuals, reporters, and journalists; the murder of demonstrators in Baluchistan and military attacks on unarmed people in the Kurdistan province; and

WHEREAS, the Iranian government's brutal crackdown on demonstration is an unacceptable assault on fundamental human rights. The nation-wide protests in Iran are a manifestation of the outrage of Iranian people over decades of oppression and violation of women's rights and the brutality that every Iranian women and members of LGBTQIA face on a daily basis. Activists, students, and other people from all walks of life are putting themselves on the line to demand freedom, right of self-determination and autonomy, equality and justice; and

WHEREAS, the government of Iran has restricted the people's access to the internet, phone, electricity, and other forms of communication, and detained athletes and artists who show solidarity with the Iranian people to allegedly make forced television appearances and social media posts to derail their solidarity and to bargain their release; and

WHEREAS, during the period of September 29 through December 21, 2022, the United States Department of State has issued 24 additional sanctions ranging from sanctions on the Iranian petroleum and petrochemical sanctions evaders to Iranian leaders and entities responsible for human rights abuses, censorship, and prison abuses as well as senior officials of Iranian broadcasters.

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

SECTION 1. The Aliso Viejo City Council stands with its Iranian American community members, particularly Iranian American women, as their relatives and associates are suffering through the current human rights injustices in Iran.

SECTION 2. The City of Aliso Viejo supports the various sanctions of the United States Department of State issued on Iran's Morality Police, Iranian leaders and entities responsible for human rights abuses, censorship, and prison abuses.

SECTION 3. The City of Aliso Viejo condemns the violent acts that are being perpetrated against the Iranian people, particularly against women.

SECTION 4. The City of Aliso Viejo honors the life and legacy of Mahsa Zhina Amini by urging the international community to continue to apply pressure on Iranian Government to ensure basic human rights for all its citizens.

SECTION 5. The City of Aliso Viejo stands with the courageous protesters, and strongly supports the right of all women to live a life without repression, brutal violence, and restrictions on their basic human rights, and calls for violent state actors to be held accountable. We support the peaceful protest movement. We advocate for release of all protesters who have been arrested and ask that all charges against them are dropped, and an immediate stop to the execution of innocent women and men who have not been granted access to the legal counsel of their choice and have been sentenced to death through sham trials.

SECTION 6. The City of Aliso Viejo calls upon government officials and our greater community in Orange County to stand with the Iranian people in their fight for freedom, support the removal of US sanctions on Technology to Circumvent Iran Internet Crackdown, and create the conditions for the people of Iran to chart their own path.

SECTION 7. The City of Aliso Viejo calls upon on our State Senators to co-sign and vote to support California State Resolution SCR6 introduced by State Senator Tom Umberg.

PASSED, APPROVED AND ADOPTED this 1st day of March, 2023.

_____
Richard Hurt
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 the foregoing is the original of Resolution No. 2023-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 1st day of March, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)