

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, MARCH 15, 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
CITY MANAGER

SCOTT C. SMITH
CITY ATTORNEY

MITZI ORTIZ
CITY CLERK

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

CALL TO ORDER: CONVENE SPECIAL MEETING

PUBLIC COMMENTS:

CLOSED SESSION:

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. RECOGNITION OF BOYS & GIRLS CLUBS OF CAPISTRANO VALLEY YOUTH OF
THE YEAR**

[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 March 1, 2023 Special Meeting and the March 1, 2023 Regular Meeting.

[Draft Minutes - March 1, 2023 Special Meeting](#)

[Draft Minutes - March 1, 2023 Regular Meeting](#)

4.3. ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued on March 2, 2023, in the amount of \$228,553.48.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.4. FISCAL YEAR 2022-23 FINANCIAL UPDATE

Recommended Action:

1. Receive and file the fiscal year (FY) 2022-23 financial update;
2. Appropriate an additional \$61,500 and \$16,000 for the Aquatic Center and the AV Center, respectively, for the FY 2022-23 budget; and
3. Appropriate an additional \$100,000 to the General Fund for the implementation of district elections.

[Staff Report](#)

4.5. FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CIVIC SOLUTIONS, INC. TO PROVIDE PLANNING CONSULTING SERVICES

Recommended Action: Approve and authorize the City Manager to execute a Fourth Amendment to the Professional Services Agreement with Civic Solutions, Inc. for planning consulting services to increase the total compensation by an amount not to exceed \$40,000.

[Staff Report](#)

[Attachment 1 - Original Agreement](#)

[Attachment 2 - Fourth Amendment](#)

4.6. GENERAL PLAN ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2022

Recommended Action:

1. Find that the action is not a project as defined by the California Environmental Quality Act pursuant to State CEQA Guidelines section 15378(b)(5);

2. Receive and file the 2022 General Plan Annual Progress Report (APR); and
3. Direct staff to submit the APR to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

[Staff Report](#)

[Attachment 1 - 2022 Annual Progress Report](#)

[Attachment 2 - Appendix A to Annual Progress Report](#)

5. PUBLIC HEARINGS:

None.

6. DISCUSSION:

6.1. RESOLUTION OF INTENTION REGARDING TRANSITION TO DISTRICT-BASED ELECTIONS

Recommended Action: Adopt a Resolution entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO BY-DISTRICT ELECTIONS AND FINDING THIS TRANSITION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15061(b)(3), 15320, AND 15378(b)(5).

[Staff Report](#)

[Attachment 1 - Resolution](#)

[Attachment 2 - Shenkman & Hughes Letter](#)

[Attachment 3 - Transition Schedule](#)

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is April 5, 2023.



Certificate of Recognition

Presented to

Luis Alva Roman

2022 Youth of the Year

Boys & Girls Clubs of Capistrano Valley

*In honor of your exemplary
commitment to leadership, service,
and academic excellence.*

Presented this 15th day of March, 2023

Richard Hurt, Mayor



CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
March 1, 2023, 6:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Hurt called the Special Meeting of the City Council of the City of Aliso Viejo to order at 6:06 p.m.

ROLL CALL:

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

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY
ISABEL SAFIE, DEPUTY CITY ATTORNEY
MITZI ORTIZ, CITY CLERK

PUBLIC COMMENTS:

None.

CLOSED SESSION:

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

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

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith reported City Council direction to bring back for consideration a resolution of intention to convert the City's election system from "at-large" to "by-district."

ADJOURNMENT: Mayor Hurt adjourned the meeting at 6:58 p.m. to the March 1, 2023 Regular Council Meeting.

Respectfully submitted:

Approved by:

MITZI ORTIZ, MMC
CITY CLERK

RICHARD HURT
MAYOR

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
MARCH 1, 2023, 7:00 P.M.
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 7:06 p.m.

ROLL CALL

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

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY
MITZI ORTIZ, CITY CLERK
ANN EIFERT, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
JOHN KANLUND, CONTRACT PLANNER
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. ALAN VILLANUEVA, CHIEF OF POLICE SERVICES

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

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith reported City Council direction to bring back for consideration a resolution of intention to convert the City's election system from "at-large" to "by-district."

1. SPECIAL PRESENTATIONS:

1.1. PROCLAMATION - RED CROSS MONTH

Mayor Hurt presented the proclamation to Executive Director Becky Firey, American Red Cross of Orange County. Ms. Firey expressed her appreciation and commented on the importance of the designation.

1.2. RECOGNITION OF CAPTAIN SCOTT MERRILL

Mayor Hurt presented the certificate of recognition to Captain Scott Merrill. Captain Merrill expressed his appreciation.

1.3. RECOGNITION OF ALISO VIEJO PTSA AND PTA PRESIDENTS

Mayor Hurt presented the certificates of recognition to PTSA and PTA Presidents. They expressed their appreciation.

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

Mayor Hurt introduced the video and presented the certificate of recognition to Owner Judy Liang. Ms. Liang expressed her appreciation.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

None.

4. CONSENT CALENDAR:

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

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

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: Approve the reading by title only of all ordinances and

resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.

4.2. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the 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 Ordinance No. 2023-235 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.

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.

4.5. TREASURER'S STATEMENT - JANUARY 2023

Recommended Action: Receive and file the January 2023 Treasurer's Statement.

4.6. RESOLUTION ENDING THE PROCLAMATION OF LOCAL EMERGENCY FOR THE COVID-19 PANDEMIC

Councilmembers commented on the matter.

Recommended Action: Adopt Resolution No. 2023-05 to end the Proclamation of Local Emergency for the COVID-19 pandemic.

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

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.

4.8. RELEASE OF BONDS FOR THE LANDSCAPING IMPROVEMENTS FOR THE 1-5 POLARIS WAY LANDSCAPING CONSTRUCTION PROJECT

Recommended Action: Adopt Resolution No. 2023-06 exonerating Landscaping Surety Bond No. CAC720515 for the 1-5 Polaris Way Landscaping Construction Project.

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

City Manager David Doyle introduced Contract Planner John Kanlund, who provided an overview. Staff responded to questions regarding Aliso Viejo Town Center revitalization, and project completion. Applicant representative Michael Cho provided additional information. Mayor Hurt opened the public hearing. There were no comments. Mayor Hurt closed the public hearing.

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 Resolution No. 2023-07 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.

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

6. **DISCUSSION:**

6.1. RESOLUTION OF SUPPORT FOR THE IRANIAN AMERICAN COMMUNITY

Mayor Hurt provided an overview. Mayor Hurt opened for public comment and the following persons provided comment:

1. Mehika Bolomdri expressed support for the resolution.
2. Anna Askari expressed support for the resolution.
3. Tannaz Razzaghi expressed support for the resolution.
4. Kamier Nazem expressed support for the resolution.
5. Pezhmun Ghiassi expressed support for the resolution.
6. Viusha expressed support for the resolution.
7. Bayaneh expressed support for the resolution.
8. Farhad Mafie expressed support for the resolution.
9. Henny Abraham expressed support for the resolution.
10. Nilou expressed support for the resolution.
11. Sudi Farokhnia expressed support for the resolution.
12. Alex Mohajer expressed support for the resolution.
13. Arash Sayadi expressed support for the resolution.
14. Sedayhat expressed support for the resolution.
15. D. Ghashghai expressed support for the resolution.

There were no other comments. Councilmembers commented on the matter.

Recommended Action: Consider adoption of Resolution No. 2023-08 declaring support for the Iranian American community and supporting sanctions against Iranian individuals and entities responsible for human rights violations in Iran.

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

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

None.

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

Councilmember Chun:

- Announced Age Well Senior Services Meals on Wheels distribution program now has location in Aliso Viejo
- Expressed appreciation to Belmont Village and The Covington for event invitations
- Expressed appreciation to Soka University for class invitation
- Expressed appreciation to American Red Cross and partner agencies
- Attended Aliso Viejo Girls Softball Opening Day
- Announced grant request from Don Juan Avila Elementary School to Moulton Niguel Water District for teaching garden
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Attended OCFA Board Meeting
- Attended performances at Soka University Performing Arts Center

Councilmember Duncan:

- Encouraged residents to visit various new restaurants opening in the City
- Attended Aliso Viejo Girls Softball Opening Day
- Announced Aliso Viejo Little League Opening Day
- Attended Black History Month event at Don Juan Avila Middle School

Councilmember Ackley:

- Expressed appreciation for condolences on the passing of her mother

Mayor Pro Tem Munzing:

- Attended Aliso Viejo Girls Softball Opening Day
- Announced Aliso Viejo Little League Opening Day
- Attended ACC-OC Mass Shooting Forum
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Met with Assemblymember Davies and Assemblymember Dixon

Mayor Hurt:

- Presented on Black History Month at St. Mary's School and Don Juan Avila Middle School
- Presented during public policy course at Soka University
- Attended Orange County Board of Supervisors meeting to receive Black History Month recognition

9. **ADJOURNMENT:** Mayor Hurt adjourned the meeting in memory of Ann Keith at 8:36 p.m. to the regularly scheduled meeting of March 15, 2023.

Respectfully submitted:

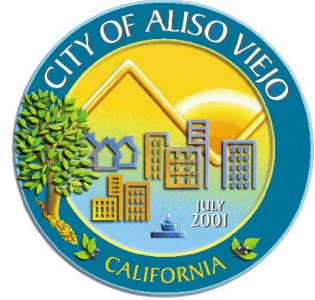
Approved by:

MITZI ORTIZ, MMC
CITY CLERK

RICHARD HURT
MAYOR

City of Aliso Viejo

AGENDA ITEM



DATE: March 15, 2023
TO: Mayor and City Council
FROM: Ann Eifert, Director of Financial Services
SUBJECT: ACCOUNTS PAYABLE

Recommended Action:

Ratify accounts payable checks and electronic funds transfers issued on March 2, 2023, in the amount of \$228,553.48.

Fiscal Impact:

Expenditures in the amount of \$228,553.48.

Background:

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

Discussion:

The attached register containing checks and electronic funds transfers dated March 2, 2023, for a total of \$228,553.48, 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

03/02/2023

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
UNITED OF OMAHA LIFE INSURANCE CO.	MAR'23 LIFE INSURANCE	1,448.65
CALPERS HEALTH	MAR'23 CALPERS HEALTH PREMIUM	27,937.41
CALPERS HEALTH	MAR'23-COUNCIL-CALPERS HEALTH PREMIUM	3,478.57
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011579051-1/5 CITY LIGHTS PHN	520.80
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011579061-1/5 FENNEL PHN	551.80
STC TRAFFIC, INC	JAN'23 ON-CALL TRAFFIC CONSULTANT SERVICES	9,750.00
BEST BEST & KRIEGER	JAN'23 BBK-SDP2023-00001/KAISER	270.00
BEST BEST & KRIEGER	JAN'23 BBK-PA-21-025/FENNEL	18.75
SEA POINTE CONSTRUCTION	BLDR-22-00057_68 HUMMINGBIRD LN_SEA POINTE CONST	500.00
IPERMIT	MECR22-00101/27 VIA ABRUZZI PERMIT CANCELLED	111.16
TOP ROOFING SERVICES	BLDR22-00384_2355 LOS ADORNOS_TOP ROOFING SERV.	500.00
IPERMIT	MECR-2022-00268/20 SPICEWOOD PERMIT CANCELLED	95.28
TOP ROOFING SERVICES	BLDR-2022-00414_23601 LOS GRANDES ST_TOP ROOFING	750.00
BARNETT ROOFING	BLDR-23-00004_32 SPICEWOOD_BARNETT ROOFING	500.00
		46,432.42
CITY MANAGER		
CALPERS HEALTH	MAR'23-PG-HEALTH PREMIUM	151.00
DAVID DOYLE	DD REIMBURS - 1.17.23 - 1.19.23 LOCC CONF - T&E	62.95
DAVID DOYLE	DD REIMBUR - 1/17 LOCC CONF COUNCIL DINNER EXPENSE	240.10
US BANK PURCHASING CARD PROGRAM	MO-ACC-OC FORUM ON MASS SHOOTING/CI PREPAREDNESS	65.00
	CITY MANAGER TOTAL:	519.05
ECONOMIC DEVELOPMENT		
BEST BEST & KRIEGER	JAN'23 BBK 89 PLAYA CIRCLE	5,835.72
	ECONOMIC DEVELOPMENT TOTAL:	5,835.72
HUMAN RESOURCES		
US BANK PURCHASING CARD PROGRAM	PC - 1/12 - UBER - ACCIDENTAL CHARGE	23.97
US BANK PURCHASING CARD PROGRAM	PC - 12/30 - SHRM HR CLASSES	1,495.00
US BANK PURCHASING CARD PROGRAM	PC - 12/30 - SHRM PROFESSIONAL MEMBERSHIP	229.00
US BANK PURCHASING CARD PROGRAM	PC - 1/09 - CAL CHAMBER LABOR LAW POSTERS	158.30
SOUTH COAST MEDICAL GROUP	JAN'23-TB TESTS & EMPLOYEE EXAMS & FLU SHOTS	115.00
	HUMAN RESOURCES TOTAL:	2,021.27
CITY CLERK		
CALIFORNIA NEWSPAPERS PARTNERSHIP	JAN'23 LEGAL NOTICES - REF0011579493/REF0011581158	3,474.34
STAPLES ADVANTAGE	JAN'23 OFFICE SUPPLIES CC	120.65
US BANK PURCHASING CARD PROGRAM	MO-LCC 2023 CITY MANAGERS CONFERENCE	600.00
	CITY CLERK TOTAL:	4,194.99
CITY ATTORNEY		
BEST BEST & KRIEGER	JAN'23 BBK LEGAL SERVICES-CC	4,905.70
BEST BEST & KRIEGER	JAN'23 BBK LEGAL SERVICES	23,288.00
BEST BEST & KRIEGER	JAN'23 BBK LABOR & EMPLOYMENT	1,095.50
BEST BEST & KRIEGER	JAN'23 BBK LABOR/BENEFITS	1,627.60
BEST BEST & KRIEGER	JAN'23 MAJOR GENERAL PLAN UPDATE-SPECIAL PROJECTS	195.30
BEST BEST & KRIEGER	JAN'23 BBK NPDES	139.50
BEST BEST & KRIEGER	JAN'23 BBK GENERAL LITIGATION	12,225.96
BEST BEST & KRIEGER	JAN'23 BBK - #801 TOWN CTR SPECIFIC PLAN	5,049.90
	CITY ATTORNEY TOTAL:	48,527.46
FINANCE		
CALPERS HEALTH	MAR'23 CALPERS ADMIN FEE	98.15
CALPERS HEALTH	MAR'23 CALPERS ADMIN FEE	11.48
PARS	DEC'22 PARS REP FEES	300.00
US BANK PURCHASING CARD PROGRAM	AE 1-30 CSMFO CONFERENCE - TAXI	45.00
US BANK PURCHASING CARD PROGRAM	AE 2-6 CSMFO CONFERENCE - PRE-CONFERENCE REGIST.	100.00
US BANK PURCHASING CARD PROGRAM	AE 1-30 TO 2-2 CSMFO CONFERENCE - MEALS	76.06

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	AE 2-4 CSMFO CONFERENCE - HOTEL LODGING	729.21
	FINANCE TOTAL:	1,359.90
NON-DEPARTMENTAL		
RICOH USA	FEB'23 RICOH C5200S LEASE	724.20
RICOH USA	FEB'23 RICOH C5200S LEASE	5.72
DS SERVICES OF AMERICA, INC	REVERSE PYMT CORRECTION 10/27-CH WTR SVC_5 CASES	57.40
J&M TROPHIES INC	PLATES & BADGES-K HOLMES+M IM+A VILLANUEVA+R DIERC	141.69
J&M TROPHIES INC	PLATES & BADGES-R MCFARLAND & J LOPEZ	80.92
URBAN CROSSROADS INC	JAN'23 AV RANCH NOISE ASSESSMENT	4,555.95
ERIC WINTER	EVNTS-11/5 H. FAIR_12/1 TREE LTG_12/16 SANTA BKFST	1,081.50
RICOH USA	JAN'23 RICOH 2504EX (FRONT COUNTER)-COPIES	183.14
RICOH USA	FEB'23 RICOH 2504EX SUITE 200-COPIES	22.05
RICOH USA	FEB'23 RICOH 2504 (BACK OFFICE)-COPIES	62.22
CINTAS CORPORATION NO. 2	FEB'23 CITY HALL MEDICAL SUPPLIES	219.37
STAPLES ADVANTAGE	JAN'23 COPY & BREAK ROOM SUPPLIES CEN	515.06
QUADIENT FINANCE USA, INC	QUADIENT POSTAGE THROUGH 1/31/23	500.00
US BANK PURCHASING CARD PROGRAM	EM 2/22 CPF NOMINATION FEE	250.00
MOULTON NIGUEL WATER DIST	JAN'23 MTR#2206 VISTA	334.51
US BANK PURCHASING CARD PROGRAM	KB ALL HANDS CARWASH TRUCK OIL CHANGE FOR TRUCK	95.90
LEKKINA LONG	LL-COURIER REIMB 12/8-FROM CH TO AB GRAPHICS	16.67
	NON-DEPARTMENTAL TOTAL:	8,846.30
C. S. ADMINISTRATION		
CALPERS HEALTH	MAR'23-DP-HEALTH PREMIUM	151.00
CALPERS HEALTH	MAR'23-HW-HEALTH PREMIUM	151.00
YMCA OF ORANGE COUNTY	JUL'22-JAN'23 YMCA GRANT 1ST INSTALLMENT	3,632.25
SOUTH COUNTY OUTREACH	JUL-DEC'22 COMMUNITY ASSIST. GRANT 1ST INSTALLMENT	2,500.00
US BANK PURCHASING CARD PROGRAM	MO-META ADS_REC CLASSES/HIRING FAIR/SUMMER CAMP	59.36
	C. S. ADMINISTRATION TOTAL:	6,493.61
IGLESIA PARK		
SIERRA ANALYTICAL LABS INC	ANNUAL BACKFLOW TEST - IGLESIA PARK	110.00
SO CAL EDISON	JAN'23 ACCT#7997 IGLESIA PARK	261.41
EL TORO WATER DISTRICT	JAN'23 MTR#3499 IGLESIA PARK	482.19
EL TORO WATER DISTRICT	JAN'23 MTR#4114 IGLESIA PARK	440.85
	IGLESIA PARK TOTAL:	1,294.45
IGLESIA BUILDING		
ZAPP PEST MANAGEMENT	FEB'23 PEST CONTROL SERVICES IGLESIA PARK	75.00
SO CAL EDISON	JAN'23 ACCT#7997 IGLESIA BLDG	846.73
EL TORO WATER DISTRICT	JAN'23 MTR#5016 IGLESIA BLDG	219.11
	IGLESIA BUILDING TOTAL:	1,140.84
PLANNING		
CALPERS HEALTH	MAR'23-MF-HEALTH PREMIUM	151.00
AMBER GREGG NICHOLAS	JAN'23 HOUSING ELEMENT CONSULTANT	7,820.00
	PLANNING TOTAL:	7,971.00
ENGINEERING (GENERAL)		
COUNTY OF ORANGE	JUL-DEC'22 #105 J01P28 URBAN OUTFALL RUNOFF	12,103.66
	ENGINEERING (GENERAL) TOTAL:	12,103.66
LAW ENFORCEMENT-OTHER		
ALL CITY MANAGEMENT SERVICES	JAN'23 SCHOOL CROSSING GUARD SERVICES	13,390.60
	LAW ENFORCEMENT-OTHER TOTAL:	13,390.60
EOC		
EVERBRIDGE, INC	ANNUAL NIXLE ALERT AND WARNING SYSTEM	5,800.00
	EOC TOTAL:	5,800.00
	GENERAL FUND TOTAL:	165,931.27
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
ZAPP PEST MANAGEMENT	FEB'23 PEST CONTROL SERVICES CITY HALL	75.00
FOSTERS' GARDENS INC	FEB'23 CITY HALL PLANT MAINTENANCE	115.00
MOULTON NIGUEL WATER DIST	JAN'23 MTR#8510 CITY HALL	169.86

Vendor Name	Description (Item)	Amount
VANTIS MAINTENANCE CORPORATION	MAR'23 38 COLONIAL WAY HOA FEES	374.79
	NON-DEPARTMENTAL TOTAL:	734.65
	GEN. FD-CITY HALL TOTAL:	734.65

103 - GF-AV RECREATION SERVICES

RECREATION SERVICES

CLICKSTART DOG TRAINING ACADEMY, LLC	WINTER 2023-AWS108-7 PARTICIPANTS	1,134.00
RUIHONG LI	WINTER 2023-AWS200-AWS198-5 PARTICIPANTS	255.00
RONALD GORMAN	WINTER 2023-AWS075-7 PARTICIPANTS	436.80
EVER AFTER EVENT PRODUCTIONS LLC	WINTER 2023-AWS024-AWS012-AWS076-AWS021-16 PART	566.40
SARA GUTIERREZ	WINTER 2023-AWS145-1 PARTICIPANT	60.00
TLP EDUCATION LLC	WINTER 2023-AWS112-AWS114-5 PARTICIPANTS	315.00
FITNESS WITH FLAVOR LLC	WINTER 2023-AWS125-AWS127-AWS081-15 PARTICIPANTS	472.80
JENNIFER BALES	WINTER 2023-AWS079-AWS007-AWS027-16 PARTICIPANTS	810.00
MUSIC MOVES ACADEMY INC	AWS190 - 7 PART. - HALF PAYMENT	315.00
JOHN DAVID ALLEN JR	CREDIT FOR PRIOR PAYMENT ON 11/20	(29.40)
JOHN DAVID ALLEN JR	WINTER 2023-AWS096-AWS093-AWS057-16 PART.	458.40
TUMBLE-N-KIDS, INC	WINTER 2023-AWS031-AWS035-8 PARTICIPANTS	384.00
READWRITE EDUCATIONAL SOLUTIONS INC	WINTER 2023-AWS004-AWS001-13 PARTICIPANTS	1,563.00
CAROLYN WOJCIECHOWSKI	WINTER 2023-AWS155-AWS157-AWS159-AWS161-43 PART.	906.00
ERNA VAN DYK	WINTER 2023-AWS210-AWS208-12 PARTICIPANTS	792.00
ZAPP PEST MANAGEMENT	FEB'23 PEST CONTROL SERVICES RANCH	95.00
GORM, INC	DEC'22 AV RANCH JANITORIAL SUPPLIES	589.77
FOSTERS' GARDENS INC	FEB'23 RANCH PLANT MAINTENANCE	110.00
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	2/17 AV RANCH HVAC PREVENTIVE MAINT.	2,938.09
PSI3G, INC DBA PARTITION SPECIALTIES, INC	FY22-23 RANCH PARTITION WALL MAINTENANCE SERVICES	6,260.00
CINTAS CORPORATION NO. 2	FEB'23 AVR FIRST AID SERVICES	116.35
US BANK PURCHASING CARD PROGRAM	EM 2/22 SOUND ABSORBING WALL PANEL FOR RENTAL	200.84
MOULTON NIGUEL WATER DIST	FEB'23 MTR#0819 FARM	98.29
MOULTON NIGUEL WATER DIST	JAN'23 MTR#7892/6534 RANCH	582.95
US BANK PURCHASING CARD PROGRAM	KB HOME DEPOT SCREEN FOR BUNKHOUSE SCREEN DOOR	28.62
US BANK PURCHASING CARD PROGRAM	KB DRINKING FOUNTAIN WATER FILTER REPLACEMENT	67.87
US BANK PURCHASING CARD PROGRAM	KB FLEXFIRE LED TRANSFRMR FOR FARM PATHWAY LIGHTS	258.60
	RECREATION SERVICES TOTAL:	19,785.38

GF-AV RECREATION SERVICES TOTAL: 19,785.38

203 - GAS TAX

TRAFFIC ENGINEERING

RK ENGINEERING GROUP INC	JAN'23 HUMMINGBIRD LANE TRAFFIC CALMING REVIEW	4,200.00
	TRAFFIC ENGINEERING TOTAL:	4,200.00

STREET MAINTENANCE

SO CAL EDISON	JAN'23 ACCT#2125 GS1 MEDIANS	66.95
EL TORO WATER DISTRICT	JAN'23 MTR#5675 CALLE CORTEZ	111.74
	STREET MAINTENANCE TOTAL:	178.69

GAS TAX TOTAL: 4,378.69

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS

THOMAS E BYSTRY	SEP-OCT'22 VIDEO ENGINEERING SERVICES	1,400.00
THOMAS E BYSTRY	DEC'22 VIDEO ENGINEERING SERVICES	300.00
THOMAS E BYSTRY	JAN'23 VIDEO ENGINEERING SERVICES	210.00
	GEN-TECHNOLOGY GRANTS TOTAL:	1,910.00

TECHNOLOGY FUND TOTAL: 1,910.00

245 - DEVELOPMENT IMPACT

GEN-DEVELOPMENT IMPACT

US BANK PURCHASING CARD PROGRAM	SM 1/31 NOV'22-JAN'23 38 COLONIAL WAY HOA+PRELIEN	1,330.88
	GEN-DEVELOPMENT IMPACT TOTAL:	1,330.88

DEVELOPMENT IMPACT TOTAL: 1,330.88

Vendor Name	Description (Item)	Amount
251 - FEDERAL GRANTS		
GEN-FEDERAL GRANT		
SOUTH COUNTY OUTREACH	JUL-SEP'22 COVID RELIEF HUNGER & HOMELESS PREVENT.	15,934.56
THERESA DOBBS	JUL-DEC'22 CDBG-CV BUSINESS GRANT	1,125.00
	GEN-FEDERAL GRANT TOTAL:	17,059.56
	FEDERAL GRANTS TOTAL:	17,059.56
261 - CITY FAC.-AQUATIC CENTER		
GEN-AQUATIC CENTER		
PV MAINTENANCE INC	JAN'23 AQC MAINTENANCE - SIDEWALK GRINDING	2,059.70
ZAPP PEST MANAGEMENT	FEB'23 PEST CONTROL SERVICES AQC	75.00
GARDAWORLD	JAN'23 AQC CASH COURIER SERV.-EXCESS PREMISE TIME	13.98
GORM, INC	NOV'22 AQC JANITORIAL SUPPLIES	548.32
TEAM ONE MANAGEMENT SERVICES	FEB'23 AQC JANITORIAL SERVICES	2,100.00
HASA INC	FEB'23 AQC POOL CHEMICALS - MURIATIC ACID+CHLOR.	849.99
US BANK PURCHASING CARD PROGRAM	KB HIRSCH PIPE SUPPLY VALVES FOR SINKS	260.70
US BANK PURCHASING CARD PROGRAM	KB THE HOMEDEPOT SINK VALVE REBUILD	22.97
US BANK PURCHASING CARD PROGRAM	KB HOME DEPOT SHOWER SLIDE BAR HARDWARE ANCHORS	42.18
US BANK PURCHASING CARD PROGRAM	KB AMAZON ADA COMPLIANT SLIDE BAR FOR SHOWER	272.94
KNORR SYSTEMS INC	1/2 HP BOOST PUMP FOR BACKWASH FILTER REC POOL	823.07
KNORR SYSTEMS INC	INTELLIFLOXF VARIABLE SPEED ULTRA HP SPA PUMP	2,253.70
KNORR SYSTEMS INC	FEB'23 AQC MONTHLY MAINTENANCE SERVICES	1,792.64
	GEN-AQUATIC CENTER TOTAL:	11,115.19
	CITY FAC.-AQUATIC CENTER TOTAL:	11,115.19
311 - STREET IMPROVEMENTS		
STREETS & HIGHWAYS		
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA	JAN'23 #134 ALISO CREEK ROAD DESIGN SERVICES	3,682.86
	STREETS & HIGHWAYS TOTAL:	3,682.86
	STREET IMPROVEMENTS TOTAL:	3,682.86
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
THIRTIETH STREET ARCHITECTS INC	NOV'22-JAN'23 #049 AV RANCH EXHIBITS AND AS BUILT	2,625.00
	CAPITAL IMPROVEMENTS TOTAL:	2,625.00
	CAPITAL IMPROVEMENTS TOTAL:	2,625.00
	GRAND TOTAL:	228,553.48

Fund Summary		
Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	165,931.27	165,931.27
102 - GEN. FD-CITY HALL	734.65	734.65
103 - GF-AV RECREATION SERVICES	19,785.38	19,785.38
203 - GAS TAX	4,378.69	4,378.69
241 - TECHNOLOGY FUND	1,910.00	1,910.00
245 - DEVELOPMENT IMPACT	1,330.88	1,330.88
251 - FEDERAL GRANTS	17,059.56	17,059.56
261 - CITY FAC.-AQUATIC CENTER	11,115.19	11,115.19
311 - STREET IMPROVEMENTS	3,682.86	3,682.86
331 - CAPITAL IMPROVEMENTS	2,625.00	2,625.00
Grand Total:	228,553.48	228,553.48

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	165,931.27
102 - GEN. FD-CITY HALL	734.65
103 - GF-AV RECREATION SERVICES	19,785.38
203 - GAS TAX	4,378.69
241 - TECHNOLOGY FUND	1,910.00
245 - DEVELOPMENT IMPACT	1,330.88
251 - FEDERAL GRANTS	17,059.56
261 - CITY FAC.-AQUATIC CENTER	11,115.19
311 - STREET IMPROVEMENTS	3,682.86
331 - CAPITAL IMPROVEMENTS	2,625.00
Grand Total:	228,553.48

Account Summary

Account Number	Account Name	Payment Amount
101-2506-000	MEDICAL INSURANCE PA...	31,415.98
101-2507-000	LIFE INSURANCE PAYABLE	1,448.65
101-2602-000	PLANNING DEPOSIT	11,111.35
101-2606-000	C & D DEPOSIT	2,250.00
101-32040	MECHANICAL PERMITS	206.44
101-4-1501-4206-000	MEDICAL INSURANCE	151.00
101-4-1501-4520-000	MTGS/CONF./TRNG & DE...	368.05
101-4-1502-4302-000	ECONOMIC DEVELOPME...	5,835.72
101-4-1503-4309-000	OTHER CONTRACTUAL SE...	115.00
101-4-1503-4520-000	MTGS/CONF./TRNG & DE...	1,518.97
101-4-1503-4521-000	MEMBERSHIP & DUES	229.00
101-4-1503-4601-000	SUPPLIES	158.30
101-4-1601-4303-000	LEGAL NOTICES	3,474.34
101-4-1601-4520-000	MTGS/CONF./TRNG & DE...	600.00
101-4-1601-4601-000	SUPPLIES	120.65
101-4-2101-4304-000	LEGAL SERVICES	30,916.80
101-4-2101-4532-000	SPECIAL PROJECTS	5,245.20
101-4-2101-4701-000	NPDES	139.50
101-4-2101-4735-000	LITIGATION	12,225.96
101-4-2501-4309-000	OTHER CONTRACTUAL SE...	409.63
101-4-2501-4520-000	MTGS/CONF./TRNG & DE...	950.27
101-4-3501-4301-000	PROFESSIONAL SERVICES	5,887.45
101-4-3501-4421-000	EQUIPMENT RENTAL	724.20
101-4-3501-4431-000	BUILDING & GROUND MA...	334.51
101-4-3501-4512-000	POSTAGE	516.67
101-4-3501-4513-000	PRINTING	267.41
101-4-3501-4517-000	VEHICLE MAINTENANCE	95.90
101-4-3501-4542-000	INTEREST EXPENSE - LEASE	5.72
101-4-3501-4601-000	SUPPLIES	1,014.44
101-4-4101-4206-000	MEDICAL INSURANCE	302.00
101-4-4101-4501-000	ADVERTISING & PROMOT...	59.36
101-4-4101-4529-000	REC-YOUTH PROGRAMS	3,632.25
101-4-4101-4533-000	COMMUNITY ASSISTANCE...	2,500.00
101-4-4102-4411-000	UTILITIES	1,184.45
101-4-4102-4461-000	OTHER EQUIPMENT MAI...	110.00
101-4-4103-4411-000	UTILITIES	1,065.84
101-4-4103-4431-000	BUILDING & GROUND MA...	75.00
101-4-4401-4206-000	MEDICAL INSURANCE	151.00
101-4-4401-4732-000	C.S-PLANNING	7,820.00
101-4-4501-4701-000	NPDES	12,103.66
101-4-5102-4721-000	C.S-CROSSING GUARDS	13,390.60
101-4-5401-4612-000	OPERATING SUPPLIES	5,800.00
102-4-3501-4411-000	UTILITIES	169.86

Account Summary

Account Number	Account Name	Payment Amount
102-4-3501-4431-000	BUILDING & GROUND MA...	564.79
103-4-4105-4309-000	OTHER CONTRACTUAL SE...	8,439.00
103-4-4105-4411-000	UTILITIES	582.95
103-4-4105-4431-000	BUILDING & GROUND MA...	10,089.35
103-4-4105-4451-000	FARM OPERATING EXPEN...	356.89
103-4-4105-4601-000	SUPPLIES	116.35
103-4-4105-4620-000	MINOR EQUIPMENT	200.84
203-4-4502-4301-000	PROFESSIONAL SERVICES	4,200.00
203-4-4503-4411-000	UTILITIES	178.69
241-4-6141-4309-000	OTHER CONTRACTUAL SE...	1,910.00
245-4-6145-5920-750	ACQUISITION	1,330.88
251-4-6151-4309-000	OTHER CONTRACTUAL SE...	17,059.56
261-4-6161-7401-000	EQUIPMENT MAINTENAN...	4,869.41
261-4-6161-7421-000	BUILDING & GROUND MA...	5,381.81
261-4-6161-7425-000	POOL MAINTENANCE	849.99
261-4-6161-7445-000	FEES & PERMITS	13.98
311-4-8301-5501-000	DESIGN	3,682.86
331-4-8701-5910-000	IMPROVEMENTS	2,625.00
Grand Total:		228,553.48

Project Account Summary

Project Account Key	Payment Amount
** None**	176,586.35
0014701	139.50
0495910	2,625.00
1054701	12,103.66
1345501	3,682.86
8012101	5,245.20
CDBGCV4309	17,059.56
PA 21-025	570.55
PA 22-006	520.80
SDP-2022-0004	9,750.00
SDP-2023-00001	270.00
Grand Total:	228,553.48

City of Aliso Viejo

AGENDA ITEM



DATE: March 15, 2023

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: FISCAL YEAR 2022-23 FINANCIAL UPDATE

Recommended Actions:

1. Receive and file the fiscal year (FY) 2022-23 financial update; and
2. Appropriate an additional \$61,500 and \$16,000 for the Aquatic Center and the AV Center, respectively, for the FY 2022-23 budget.
3. Appropriate an additional \$100,000 to the General Fund for the implementation of district elections.

Fiscal Impact:

Staff projects total General Fund revenue to exceed budget estimates by approximately \$0.9 million for FY 2022-23. Beginning fund balance has been adjusted to \$30.6 million to reflect the audited year-end FY 2021-22 balance. Current fiscal year appropriations increased by \$123,000 from budget carryovers previously approved by City Council to \$23.9 million. An additional \$100,000 needs to be added to fund the cost to implement district elections, resulting in an amended budget of \$24.0 million. With debt service payments in the amount of \$0.6 million, staff estimates ending fund balance to be \$30.6 million, which represents 124% of the total budget appropriations.

Table 1 summarizes the changes from the FY 2022-23 adopted budget.

Table 1: General Fund	FY 2022-23 Adopted Budget	FY 2022-23 Estimated Year-End Budget
Beginning Fund Balance	27,245,156	30,580,168
Resources	23,838,978	24,719,328
Appropriations	(23,778,140)	(24,001,140)
Estimated Operating Surplus	60,838	718,188
Debt Payment (COP)	(657,050)	(657,050)
Estimated Ending Fund Balance	26,648,944	30,641,306

Background:

On June 1, 2022, the City Council reviewed and approved the FY 2022-23 budget which detailed the City's government-wide resources and appropriations for both the General Fund and other special revenue funds. The budget estimated a total of \$23.8 million in resources, including funds provided through the American Rescue Plan Act (ARPA) in the amount of \$2.8 million. Total appropriations, including capital improvement projects, totaled \$23.8 million, providing an operating surplus of \$60,838. General Fund reserves in the amount of \$0.6 million would be utilized for debt service payment on the Certificates of Participation (COP). At the time of adoption, it was estimated the ending General Fund balance would be \$26.6 million, which represents 112% of the operating budget.

FY 2022-23 General Fund Balance

Estimated Beginning Fund Balance		\$ 27,245,156
Resources	23,838,978	
Appropriations	<u>(23,778,140)</u>	
Estimated Operating Surplus		60,838
Debt Payment		<u>(657,050)</u>
Estimated Ending Fund Balance		<u>\$ 26,648,944</u>

Discussion:

General Fund Revenues

General Fund revenues are projected to be higher than budget estimates by approximately \$0.9 million. The current fiscal year revenues show better than expected sales tax revenue by \$0.5 million and is attributed to higher gas prices, inflation, and strong retail sales within the County. Transient occupancy taxes are estimated to be higher than budget by \$60,000 and reflects strong hotel occupancy rates as tourism recovers from stay-at-home orders. Recreation is estimated to be \$0.3 million above budget estimates from continued demand in facility rentals at the AV Ranch. Other revenue sources, such as building permits and charges for services are also above estimates due to one-time revenue received from developers and the City's franchise waste hauler.

Revenues from property tax, traffic violations, and parking fines are below estimates. Rising interest rates have stalled home sales resulting in lower transfer property tax by an estimated \$0.2 million. Traffic and parking fines are also lower than budget by \$0.1 million due to various vacant positions through the Orange County Sheriff's Department contract. Table 2 provides details regarding the revised revenue estimates for FY 2022-23, as well as comparisons to FY 2021-22 actuals.

TABLE 1: RESOURCES	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2022-23 Estimated Year-End	Change from Adopted Budget
Property Tax	9,211,738	9,490,000	9,302,000	(188,000)
Sales Tax	6,117,932	5,580,000	6,102,950	522,950
Transient Occupancy Tax	1,413,074	1,440,000	1,500,000	60,000
Franchise Fees	1,636,741	1,505,000	1,505,000	-
Other Taxes	41,215	40,175	40,175	-
Licenses & Permits	714,168	619,600	700,000	80,400
Fines & Forfeitures	173,133	220,000	100,000	(120,000)
Rev-Use of Money & Property	(318,666)	300,000	300,000	-
Intergovernmental Revenue	64,675	47,500	47,500	-
Current Service Charges	380,965	295,600	400,000	104,400
Rental Income	199,917	212,316	212,316	-
Recreation Services	1,268,756	813,200	1,100,000	286,800
Other Revenue	20,730	66,200	200,000	133,800
Transfers	3,348,755	3,209,387	3,209,387	-
Total Estimated Resources	24,273,133	23,838,978	24,719,328	880,350

General Fund Appropriations

Budget appropriations for the adopted budget totals \$24.4 million, which includes \$0.6 million for debt service payments. The City Council approved budget carryovers in the amount of \$123,000 of unspent FY 2021-22 funds, bringing a revised budget of approximately \$24.6 million. With the recent requirement to implement district elections, it is necessary to appropriate an additional \$100,000 to fund the project. Total General Fund appropriations will be adjusted to \$24.7 million.

With the additional revenue forecasts, the City will not need to use reserves to fund debt service payments which was originally anticipated during budget adoption. Staff projects ending FY 2022-23 General Fund balance to be \$30.6 million.

FY 2022-23 Revised General Fund Balance

Estimated Beginning Fund Balance		\$	30,580,168
Resources	24,719,328		
Appropriations	(24,658,190)		
Estimated Year-End Surplus			61,138
Estimated Ending Fund Balance		\$	30,641,306

Special Revenue Funds

Other necessary budget adjustments for FY 2022-23 are as follows:

- AV Aquatic Center – Additional budget appropriation in the amount of \$61,500 is requested due to higher costs in salaries to operate the aquatic center. The appropriation will be offset by the increase in revenue from aquatic classes in the amount of \$50,000. As a result, an additional \$11,500 in transfers from the General Fund to the Aquatic Center Fund is also necessary.
- AV Center – Additional budget appropriation in the amount of \$16,000 is also required due to increase in salaries for the operation of the AV Center.

No other changes to any other special revenue fund is required at this time.

Capital Improvement Plan

The FY 2022-23 CIP budget totaled \$3,965,000, which includes funding from gas taxes, Measure M, and the General Fund. Street rehabilitation and traffic management projects have been completed or are near completion. Facility improvements at City Hall and AV Ranch are in progress and will be completed by year-end. Turf projects at the AV Ranch and AV Center will be delayed due to supply issues.

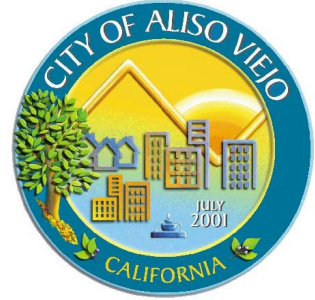
Summary

General Fund revenues for FY 2022-23 are projected to exceed budget estimates by approximately \$0.9 million to \$24.7 million, which includes \$2.8 million received in ARPA funding. Expenditures have been adjusted to \$24.7 million and provides sufficient funding to complete current projects and priorities as designated by Council. As a result of increased revenue forecasts, the City will not need to use reserves to fund debt service payments on the COP and a budget surplus of \$61,000 for fiscal year-end is anticipated. The estimated ending fund balance for the General Fund is \$30.6 million.

Staff will continue to analyze revenue and expenditure trends and provide updates to Council as necessary.

City of Aliso Viejo

AGENDA ITEM



DATE: March 15, 2023

TO: Mayor and City Council

FROM: So Kim, Director of Community Development

SUBJECT: FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH CIVIC SOLUTIONS, INC. TO PROVIDE PLANNING CONSULTING
SERVICES

Recommended Action:

Approve and authorize the City Manager to execute a Fourth Amendment to the Professional Services Agreement with Civic Solutions, Inc. for planning consulting services to increase the total compensation by an amount not to exceed \$40,000.

Fiscal Impact:

The cost for the services provided under the fourth amendment is not to exceed \$40,000. Funds for this project are available in the adopted FY 2022-23 budget.

Background:

In April 2022, the City entered into a professional services agreement with Civic Solutions, Inc. to temporarily fill vacancies in the Community Development Department. This agreement was amended three times for additional funding and to extend the term to the end of the fiscal year (June 30, 2023).

Discussion:

In 2022, the Community Development Department ("CDD") had a few vacancies, all of which were filled by the end of the year. Civic Solutions continued to provide staff during new staff's onboarding process to ensure uninterrupted planning services. Based on the current workload, CDD needs Civic Solutions to continue providing staff on an as-needed, part-time basis. As such, Staff is recommending that the compensation amount for Civic Solutions be increased by \$40,000 to continue providing planning services through the end of the fiscal year.

Attachments:

1. Original Agreement with Civic Solutions, Inc.
2. Fourth Amendment with Civic Solutions, Inc.

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
COMMUNITY DEVELOPMENT CONSULTING SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 21st day of April, 2022, 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 **CIVIC SOLUTIONS, INC., a CORPORATION**, with its principal place of business at **27362 CALLE ARROYO, SAN JUAN CAPISTRANO, CA 92675** ("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 **COMMUNITY 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 **COMMUNITY 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 **COMMUNITY DEVELOPMENT CONSULTANT SERVICES** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **COMMUNITY 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 **APRIL 22, 2022**, to **DECEMBER 31, 2022**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. 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: **GEORGE BUELL**.

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 **GOVERNMENT SERVICES DIRECTOR**, 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 **GEORGE BUELL**, 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 **FIFTY THOUSAND DOLLARS (\$50,000)** ("Total Compensation") without written

approval of City's **CITY MANAGER**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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:

**CIVIC SOLUTIONS
27362 CALLE ARROYO
SAN JUAN CAPISTRANO, CA 92675
ATTN: THOMAS G. MERRELL, PRESIDENT**

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **Mitzi Ortiz, Government Services Department**

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by 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 CIVIC SOLUTIONS**

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement
on this 25th day of April, 2022.

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: 

Financial Services Department

CIVIC SOLUTIONS

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

By: 

Its: President

Printed Name: Thomas G. Merrell

By: 

Its: Secretary

Printed Name: Thomas G. Merrell

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

NONE

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

San Juan Capistrano/Orange/CA
City/County/State

April 22, 2022
Date

Civic Solutions, Inc.
Name of Business

Thomas G. Merrell
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.

Civic Solutions, Inc.

Name of Business

Thomas G. Merrell

Print Name



Signature

April 22, 2022

Date

EXHIBIT "A"
SCOPE OF SERVICES



April 19, 2022

Mr. David Doyle
City Manager
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656

Subject: Proposal to Provide Community Development Consultant Services

Dear Mr. Doyle:

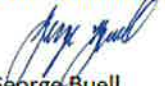
This letter is provided to follow up on our meeting on April 18, 2022. As requested, this letter serves as a proposal to provide professional consulting services in your Community Development Department. As discussed, Civic Solutions will provide staff necessary to efficiently and effectively manage and operate the department while the City conducts a Community Development Director recruitment.

Under this proposal, I will be available to work as a Principal Management Consultant for up to twenty (20) hours per week and provide the following management services:

- Ensure the continued provision of excellent service for external and internal customers
- Ensure continued excellent working relationships among staff, both internal and external to the department
- Evaluate workload and assign work
- Advise and assist with human resource-related needs
- Review and approve written material
- Attend meetings
- Respond to communications
- Weekly, provide verbal updates to the City Manager on department operations and initiatives
- Other similar services

I look forward to working with you and your staff, as we serve in the public interest.

Sincerely,
CIVIC SOLUTIONS, INC.


George Buell
Senior Vice President

Attachments:

1. Company Profile
2. Resume of George Buell
3. Fee Schedule
4. Laguna Hills Contract

27362 Calle Arroyo
San Juan Capistrano, CA
949/489-1442
949/489-2408 FAX
www.civicsolutions.com



Company Profile

Civic Solutions, Inc. was established in 1991 and has maintained its focused commitment to serve public agencies for 30 years. We are a community development consulting firm that provides comprehensive planning, entitlement, and management services to municipalities, special districts and other public agencies. The firm is established around the principle that community planning and development ultimately serve the public interest.

The idea for Civic Solutions emanated from its founder Tom Merrell's passion for public service. After serving in various capacities in public Planning and Community Development departments as an employee, he started Civic Solutions by providing services for cities in the Southern California area and has grown the firm to provide urban planning and community development services state-wide.

We are a local business with company headquarters in San Juan Capistrano and a satellite office in the city of Ontario. The company is a California Corporation, and Tom Merrell serves as President and Chairman of the Board. Guided by the company philosophy that planning is for people, Civic Solutions is ideally equipped to successfully complete community development projects to the satisfaction of our clients and the communities we serve.

We provide "added value" service in all planning functions. The experienced professionals who staff our firm have extensive backgrounds in public sector service. Our services include all functions of a municipal planning department, including discretionary case processing, public information services, code compliance/plan checking, site visits, mitigation monitoring, code enforcement, zoning code amendments, architectural design guidelines, specific plans, policy planning, general plan updates, and management services. We provide support services in the form of graphics, design evaluation, analysis of alternatives, report writing, environmental impact documentation, annexations, grant writing, housing elements, citizen participation programs and other community development activities.

EXHIBIT “B”

SCHEDULE OF SERVICES

In the event that this Agreement is renewed pursuant to Section 3.1.2, the renewal period shall be from January 1, 2023 to December 31, 2023.

EXHIBIT "C"

COMPENSATION

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

Civic Solutions has a strategic team that has the experience and expertise to step in and immediately support Aliso Viejo's Community Development Department. It is anticipated that the City will only require service of a Principal Management Consultant at this time.

Position	Hourly Rate
Principal Management Consultant	\$160

Reimbursable Expenses

- Reproductions of plans
- Large duplication or document publishing projects
- Specialized graphic projects
- Messenger and overnight deliveries

CITY OF ALISO VIEJO

FIRST AMENDMENT TO AGREEMENT FOR COMMUNITY DEVELOPMENT CONSULTING SERVICES

1. PARTIES AND DATE.

This First Amendment to the **AGREEMENT FOR COMMUNITY DEVELOPMENT CONSULTING SERVICES** ("First Amendment") is entered into on the **5th day of July 2022**, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and **CIVIC SOLUTIONS, INC.** (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled **AGREEMENT FOR COMMUNITY DEVELOPMENT CONSULTING SERVICES** dated **APRIL 21, 2022** ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to supplement the scope of services to be provided by Consultant.

3. TERMS.

3.1 Scope of Services. The Agreement is hereby amended to include the scope of services set forth in Exhibit "A," attached hereto and incorporated herein by reference.

3.2 Compensation. The total compensation for the Services provided pursuant to the Agreement and this First Amendment shall not exceed **FIFTY THOUSAND DOLLARS (\$50,000)** without written approval of the City Manager. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit "B" attached hereto.

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on this 6th day of July, 2022.

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

CIVIC SOLUTIONS, INC.

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

By: Thomas G. Merrell

Its: President

Printed Name: Thomas G. Merrell

By: Thomas G. Merrell

Its: Secretary

Printed Name: Thomas G. Merrell

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

NONE

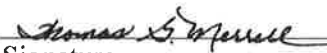
To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

San Juan Capistrano, Orange County, CA
City/County/State

July 6, 2022
Date

Civic Solutions, Inc.
Name of Business

Thomas G. Merrell
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.

<u>Civic Solutions, Inc.</u>	<u>Thomas G. Merrell</u>
Name of Business	Print Name
<u></u>	
Signature	
<u>July 6, 2022</u>	
Date	

EXHIBIT "A"
TO FIRST AMENDMENT TO AGREEMENT FOR
COMMUNITY DEVELOPMENT CONSULTING SERVICES

SCOPE OF SERVICES

The scope of services from the Agreement dated April 21, 2022, will remain in effect, and are augmented to include:

PLANNING STAFF

Zoning Review & Customer Service

- Work with applicants, residents, and industry professionals at the city public building counter,
- Perform planning application intake,
- Perform research and analysis,
- Review plans for construction projects,
- Calculate and provide fees relating to planning application review and permits,
- Respond to phone and email inquiries relating to the planning and permitting process,
- Provide information for outside individuals, organizations and agencies, and
- Maintain records including data entry.

Development Review

- Work with applicants on submittal requirements,
- Review and examine all residential and commercial projects including drawings, specifications, and supporting records to determine plan conformity,
- Perform residential zoning plan review to confirm compliance with the City's ordinances, policies and guidelines,
- Coordinate with staff to determine if additional permits and/or applications are required,
- Review plan revisions,
- Provide consultations on planning, zoning, and development process, and
- Write staff reports and present at public meetings.

EXHIBIT "B"
TO FIRST AMENDMENT TO AGREEMENT FOR
COMMUNITY DEVELOPMENT CONSULTING SERVICES

COMPENSATION

FEE SCHEDULE

POSITION	HOURLY RATE 2022
PRINCIPAL MANAGEMENT CONSULTANT	\$160
PRINCIPAL PLANNER	\$145
SENIOR PLANNER	\$135
ASSOCIATE PLANNER	\$120
ASSISTANT PLANNER	\$110

The above hourly rates apply only to authorized services provided under the scope and contract, and do not apply to contract administration activities such as invoicing, contract performance discussions, etc. Work performed on a time and material basis will be billed monthly, and will be due in accordance with the terms of the contract.

REIMBURSABLE EXPENSES

- Reproductions of plans
- Large duplication or document publishing projects
- Specialized graphic projects
- Messenger and overnight deliveries

When the above fee schedule is made part of an on-call contract, fees are subject to annual review and adjustments, unless otherwise specified in the consulting services agreement.

copy

CITY OF ALISO VIEJO

**SECOND AMENDMENT TO AGREEMENT FOR
COMMUNITY DEVELOPMENT CONSULTING SERVICES**

1. PARTIES AND DATE.

This Second Amendment to the **AGREEMENT FOR COMMUNITY DEVELOPMENT CONSULTING SERVICES** ("Second Amendment") is entered into on the **20th day of July 2022**, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and **CIVIC SOLUTIONS, INC.** (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled **AGREEMENT FOR COMMUNITY DEVELOPMENT CONSULTING SERVICES** dated **APRIL 21, 2022** ("Agreement").

2.2 First Amendment. The Parties amended the Agreement in order to supplement the scope of services to be provided by Consultant.

2.3 Second Amendment. The Parties now desire to amend the Agreement in order to increase the total compensation under the Agreement by **SEVENTY THOUSAND DOLLARS (\$70,000)**.

3. TERMS.

3.1 Compensation. The total compensation for the Services provided pursuant to the Agreement, the First Amendment, and this Second Amendment shall not exceed **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000)** without written approval of the City Manager. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Second Amendment at the rates set forth in Exhibit "A" attached hereto.

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

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

**SIGNATURE PAGE FOR SECOND AMENDMENT TO COMMUNITY
DEVELOPMENT CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF
ALISO VIEJO AND CIVIC SOLUTIONS, INC.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement on this 26th day of July, 2022.

CITY OF ALISO VIEJO

Approved:

Mitzi Ortiz
By: Mitzi Ortiz (Jul 28, 2022 17:13 PDT)

for David Doyle
City Manager

ATTEST:

Charlene Cheng
By: Charlene Cheng (Jul 28, 2022 17:19 PDT)
for Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

[Signature]
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

Ann Eifert
By: Ann Eifert (Jul 28, 2022 16:55 PDT)
Ann Eifert
Director of Financial Services

CIVIC SOLUTIONS, INC.

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

By: Thomas G. Merrell

Its: PRESIDENT

Printed Name: THOMAS G. MERRELL

By: Thomas G. Merrell

Its: SECRETARY

Printed Name: THOMAS G. MERRELL

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.

CIVIC SOLUTIONS, INC.

Name of Business

Thomas G. Merrell

Print Name

Thomas G. Merrell

Signature

7/14/22

Date

Agreement Amendment - Civic Solutions

Final Audit Report

2022-07-29

Created:	2022-07-28
By:	Mitzi Ortiz (mortiz@avcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcx1KKo1DvIFMQISWVvKHojnwiYUdloN

"Agreement Amendment - Civic Solutions" History

-  Document created by Mitzi Ortiz (mortiz@avcity.org)
2022-07-28 - 11:53:10 PM GMT- IP address: 70.183.28.2
-  Document emailed to Ann Eifert (aeifert@avcity.org) for signature
2022-07-28 - 11:54:21 PM GMT
-  Email viewed by Ann Eifert (aeifert@avcity.org)
2022-07-28 - 11:55:47 PM GMT- IP address: 104.47.56.254
-  Document e-signed by Ann Eifert (aeifert@avcity.org)
Signature Date: 2022-07-28 - 11:55:57 PM GMT - Time Source: server- IP address: 70.183.28.2
-  Document emailed to Mitzi Ortiz (mortiz@avcity.org) for signature
2022-07-28 - 11:55:58 PM GMT
-  Email viewed by Mitzi Ortiz (mortiz@avcity.org)
2022-07-29 - 0:13:10 AM GMT- IP address: 104.47.58.254
-  Document e-signed by Mitzi Ortiz (mortiz@avcity.org)
Signature Date: 2022-07-29 - 0:13:29 AM GMT - Time Source: server- IP address: 70.183.28.2
-  Document emailed to Charlene Cheng (ccheng@avcity.org) for signature
2022-07-29 - 0:13:30 AM GMT
-  Email viewed by Charlene Cheng (ccheng@avcity.org)
2022-07-29 - 0:19:18 AM GMT- IP address: 12.159.99.2
-  Document e-signed by Charlene Cheng (ccheng@avcity.org)
Signature Date: 2022-07-29 - 0:19:41 AM GMT - Time Source: server- IP address: 70.183.28.2
-  Agreement completed.
2022-07-29 - 0:19:41 AM GMT

CITY OF ALISO VIEJO
THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES

1. PARTIES AND DATE.

This Third Amendment to the Professional Services Agreement for Planning Consultant Services ("First Amendment") is entered into on the 16th day of November, 2022, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and **Civic Solutions, Inc.**, a **corporation** (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled Professional Services Agreement for Planning Consultant Services dated **April 21, 2022** ("Agreement").

2.2 First Amendment. The Parties amended the Agreement in order to supplement the scope of services to be provided by Consultant.

2.3 Second Amendment. The Parties amended the Agreement to increase the total compensation under the Agreement by seventy-thousand dollars (\$70,000).

2.4 Third Amendment. The Parties now desire to amend the Agreement to increase the total compensation under the Agreement by **Fifty Thousand Dollars (\$50,000)**.

3. TERMS.

3.1 Term.

The term of this Agreement shall be from **April 22, 2022 to June 30, 2023**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than one additional one-year term.

3.2 Compensation.

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred and Seventy Thousand Dollars (\$170,000)** ("Total Compensation") without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

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

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

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

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

**SIGNATURE PAGE FOR THIRD AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT FOR PLANNING CONSULTANT SERVICES BETWEEN THE
CITY OF ALISO VIEJO AND CIVIC SOLUTIONS, INC.**

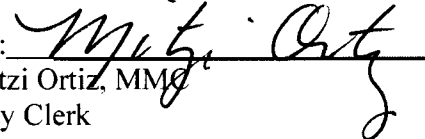
IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement on this 22nd day of November, 2022.

CITY OF ALISO VIEJO

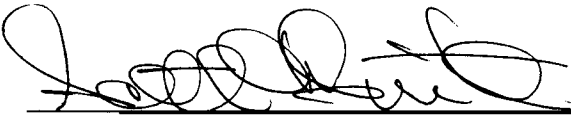
Approved:

By: 
David Doyle
City Manager

ATTEST:

By: 
Mitzi Ortiz, MM
City Clerk

APPROVED AS TO FORM:

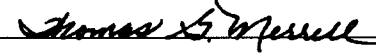

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

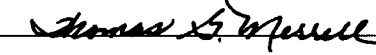

By:
Ann Eifert
Director of Financial Services

Civic Solutions, Inc., a corporation

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

By: 
Its: President

Printed Name: Thomas G. Merrell

By: 
Its: Secretary

Printed Name: Thomas G. Merrell

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

None

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

San Juan Capistrano/Orange/CA

November 22, 2022

City/County/State

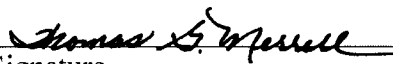
Date

Civic Solutions, Inc.

Thomas G. Merrell

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.

Civic Solutions, Inc.

Name of Business

Thomas G. Merrell

Print Name



Signature

November 22, 2022

Date

EXHIBIT “A” COMPENSATION

Fee Schedule

Position	Hourly Rate
Principal Management Consultant	\$160
Principal Planner	\$145
Senior Planner	\$135
Associate Planner	\$120
Assistant Planner	\$110

The above hourly rates apply only to authorized services provided under the scope and contract, and do not apply to contract administration activities such as invoicing, contract performance discussions, etc. Work performed on a time and material basis will be billed monthly and will be due in accordance with the terms of the contract.

Reimbursable Expenses

- Reproduction of Plans
- Large duplication or document publishing projects
- Specialized graphic projects
- Messenger and overnight deliveries

When the above fee schedule is made part of an on-call contract, fees are subject to annual review and adjustments, unless otherwise specified in the consulting services agreement.

CITY OF ALISO VIEJO

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR PLANNING CONSULTANT SERVICES

1. PARTIES AND DATE.

This Fourth Amendment to the Professional Services Agreement for Planning Consultant Services ("First Amendment") is entered into on the ____ day of _____, 2023, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and **Civic Solutions, Inc.**, a **corporation** (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled Professional Services Agreement for Planning Consultant Services dated **April 21, 2022** ("Agreement").

2.2 First Amendment. The Parties amended the Agreement on July 5, 2022, in order to supplement the scope of services to be provided by Consultant.

2.3 Second Amendment. The Parties amended the Agreement on July 20, 2022, to increase the total compensation under the Agreement by seventy-thousand dollars (\$70,000).

2.4 Third Amendment. The Parties amended the Agreement on November 16, 2022, to increase the total compensation under the Agreement by fifty-thousand dollars (\$50,000).

2.5 Fourth Amendment. The Parties now desire to amend the Agreement to increase the total compensation under the Agreement by **Forty Thousand Dollars (\$40,000)**.

3. TERMS.

3.1 Term.

The term of this Agreement shall be from **April 22, 2022 to June 30, 2023**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than one additional one-year term.

3.2 Compensation.

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred and Ten Thousand Dollars (\$210,000)** ("Total Compensation") without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

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

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

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

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

**SIGNATURE PAGE FOR FOURTH AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT FOR PLANNING CONSULTANT SERVICES BETWEEN THE
CITY OF ALISO VIEJO AND CIVIC SOLUTIONS, INC.**

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

CITY OF ALISO VIEJO

Civic Solutions, Inc., a corporation

Approved:

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

By: _____
David Doyle
City Manager

By: _____

Its: _____

ATTEST:

Printed Name: _____

By: _____
Mitzi Ortiz, MMC
City Clerk

By: _____

Its: _____

APPROVED AS TO FORM:

Printed Name: _____

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: _____
Ann Eifert
Director of Financial Services

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

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

City/County/State

Date

Name of Business

Print Name

Signature

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

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

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

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

Name of Business

Print Name

Signature

Date

EXHIBIT “A” COMPENSATION

Fee Schedule

Position	Hourly Rate
Principal Management Consultant	\$160
Principal Planner	\$145
Senior Planner	\$135
Associate Planner	\$120
Assistant Planner	\$110

The above hourly rates apply only to authorized services provided under the scope and contract, and do not apply to contract administration activities such as invoicing, contract performance discussions, etc. Work performed on a time and material basis will be billed monthly and will be due in accordance with the terms of the contract.

Reimbursable Expenses

- Reproduction of Plans
- Large duplication or document publishing projects
- Specialized graphic projects
- Messenger and overnight deliveries

When the above fee schedule is made part of an on-call contract, fees are subject to annual review and adjustments, unless otherwise specified in the consulting services agreement.

City of Aliso Viejo

AGENDA ITEM



DATE: March 15, 2023

TO: Mayor and City Council

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

SUBJECT: GENERAL PLAN ANNUAL PROGRESS REPORT FOR CALENDAR
YEAR 2022

Recommended Actions:

1. Find that the action is not a project as defined by the California Environmental Quality Act pursuant to State CEQA Guidelines section 15378(b)(5);
2. Receive and file the 2022 General Plan Annual Progress Report (APR); and
3. Direct staff to submit the APR to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

Fiscal Impact:

No fiscal impact will result from this report.

Background:

Government Code Section 65400(a)(2) requires that all cities and counties submit to their legislative bodies an annual report on the status of the General Plan and progress with implementation. Specifically, the annual report must include the following: (1) the status of the plan and progress in its implementation; (2) the progress in meeting regional housing needs and removing governmental constraints to housing for all income levels; and (3) the degree to which the General Plan complies with State Office of Planning and Research guidelines.

As part of the annual report, every jurisdiction must include information on the status of the housing element with detailed information about the prior year's housing progress, as well as updates on program implementation. The information provided in this report is for Calendar Year 2022 and is based on the 2021-2029 Housing Element. On August 18, 2021, the City Council held a public meeting to review the draft Housing Element update and directed staff to submit the document to the California Department of Housing and

Community Development (HCD) for review. On October 18, 2021, the City received a written letter from HCD outlining necessary revisions to the draft document in order to bring it into compliance with State law. City staff revised the Housing Element to comply with HCD's comments and on January 19, 2022, the City Council adopted the 2021-2029 Housing Element and submitted the document to HCD for review. On April 1, 2022, HCD notified City staff that the adopted Housing Element requires revisions in order to comply with State Housing Element Law. Staff is currently revising the Housing Element to address HCD's findings.

Discussion:

The General Plan Annual Progress Report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the OPR. In compliance with California Government Code section 65400(a)(2), this Council item is provided as a status report of the General Plan and progress in its implementation and compliance for 2022. The report will be submitted to OPR and HCD prior to the April 1st deadline. The complete report is included as Attachment 1; however, a portion of the report, a discussion of amendments to the General Plan and Zoning Code, and significant development projects in calendar year 2022 is as follows:

General Plan

There were no amendments to the General Plan in 2022, however, City and consultant staff processed revisions to the Housing Element for the 2021-2029 (Cycle 6) planning period.

Zoning Code Updates

There were two amendments to the Zoning Code and one amendment to a Specific Plan.

1. Urban Lot Split: In 2021, Senate Bill 9 (SB 9) was signed into law. SB 9 required cities to allow any single-family zoned lot to be split into two lots and allow up to two single-family dwellings on each newly created lot without any discretionary review. The SB 9 provisions went into effect on January 1, 2022. On May 4, 2022, the City Council adopt Ordinance 2022-225, which amended the City's zoning code to address development under SB 9. The ordinance imposed appropriate restrictions that are allowed by SB 9 to ensure that SB 9 lot splits and two-unit projects are as compatible as possible with existing residential neighborhoods.
2. Outdoor Dining: Assembly Bill 61 was passed by the State of California in 2021 and added regulatory flexibility to restaurants to expand outdoor dining in response to the COVID-19 pandemic. Ordinance 2022-225 also included changes to the City's regulations relating to outdoor dining. The ordinance allows any legally established restaurant to use up to 10 percent of its parking spaces for outdoor dining with the approval of a temporary use permit until January 1, 2024.

3. Specific Plan Amendment: In 2022, City Council approved an amendment to Specific Plan No. 2 for the Commons at Aliso Viejo Town Center to allow for the sales and service of non-internal combustion engine vehicles.

Annual Planning Report

As indicated in the General Plan Annual Planning Report, Appendix A, HCD forms, there were no building permits issued for the construction of new residential units in 2022. The following is a summary of the major items identified in Appendix A:

- Table A.2: Housing development data is provided, concluding that there was no construction of residential units in 2022.
- Table B: Progress towards meeting the City's Regional Housing Needs Assessment (RHNA) is provided, concluding that there was no construction of affordable units in 2022.
- Table D: Progress towards implementing the 13 Housing Element Programs is provided.

Environmental:

Staff recommends the City Council find the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15378(b)(5). The action is an administrative activity of the City that involves a report only to a State agency on the General Plan implementation progress. The report does not authorize any development or changes to land use. Thus, the proposed action would not result in any direct or indirect changes to the environment, and consequently, this action is not a project within the meaning of CEQA.

Public Notice:

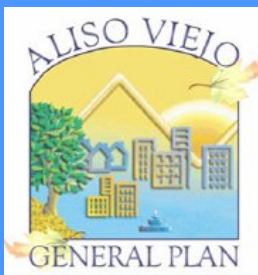
Government Code Section 65400 requires the annual report to be considered at an annual public meeting (as opposed to public hearing) before the legislative body, and members of the public must be allowed to provide oral testimony and written comments. The meeting is public, and the item can be pulled from the consent calendar, if the Council or members of the public would like to address it.

City Attorney:

The City Attorney's office reviewed and provided comments for this report.

Attachment:

1. General Plan Annual Progress Report – 2022
2. Appendix A to 2022 Annual Progress Report



GENERAL PLAN

ANNUAL PROGRESS REPORT

2022

THE CITY OF ALISO VIEJO

March 15, 2023

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Introduction

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR)¹. In compliance with California Government Code section 65400(a)(2), this Council item is provided as a status report of the General Plan and progress in its implementation and compliance for 2022 and is being presented to the City Council on March 15, 2023 during a public hearing for their review. The report will be submitted to OPR and the Department of Housing and Community Development (HCD) prior to April 1, 2023.

Background

California Government Code section 65400(a)(2) requires the City's Planning Services Department, by April 1 of each year, to prepare a General Plan Annual Progress Report (GP APR) for the previous calendar year and to present the report to the City Council, OPR, and HCD. The GP APR includes three components discussed below:

1. The status of the General Plan's implementation and progress;
2. The degree to which the General Plan complies with state law and guidelines; and
3. The Housing Element Annual Progress Report on forms prescribed by HCD.

Informational Document

This document is a reporting document and does not create or alter policy. The content is provided for informational purposes only and is not considered a project as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5).

Status of Measures Associated with the Implementation of the General Plan

On April 21, 2004, the City Council adopted the City's first General Plan, a General Plan Implementation Program and a Final Environmental Impact Report, and Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program in connection with the General Plan. Government Code Section 65400(a)(2) requires that all cities and counties submit to their legislative bodies an annual report on the status of the General Plan and progress with implementation. Aliso Viejo's General Plan is comprised of the following elements: Land Use, Circulation, Housing, Conservation/Open Space, Safety, and Noise. Included in Appendix A of the General Plan is an Implementation Program ("Program"). The Program provides a guide to put into practice the adopted General Plan policies and plans for the City. Below is a list of each of these implementation measures with a status update for 2022.

I-1: Zoning Ordinances, Specific Plans and Maps. "Prepare, adopt, and implement a Zoning Ordinance consistent with State law to establish permitted densities, intensities, and uses within

¹ General Plan Annual Progress Report Guidance. State of California, Governor's Office of Planning and Research, State Clearinghouse and Planning Unit. Revised July 11, 2007. Refer to http://opr.ca.gov/docs/GP_APR_Guidance_2007.pdf

Aliso Viejo. Adopt Specific Plans and Maps for areas which may develop prior to completion of the Zoning Ordinance. Where appropriate, the Zoning Ordinance or Specific Plan will incorporate and replace current development requirements within the Rossmoor and Aliso Viejo Planned Community development plans, and will specifically address the following:

- Identify specifically permitted and conditionally permitted land uses, intensity of use, and development and performance standards applicable to specific areas and parcels within the City.

2022 Status of Implementation: To date, the City has approved four (4) Specific Plans: Glenwood (11.3.04), Vantis (2.2.05), Ventana Ridge (7.20.05), and Commons (11.16.05). An amendment to the Vantis Specific Plan was approved by City Council on December 18, 2013. It became effective on April 24, 2014 with the execution of an amendment to the Vantis Development Agreement. The City adopted a new Zoning Code and Map in January 2010 and adopted amendments to refine and augment the regulations each year. In 2020, the Zoning Code was amended to address accessory dwelling units and discretionary permit time extensions. In 2022, staff continued the process of drafting amendments to various sections of the Zoning Code, including wireless communication facilities, temporary use permits, special event permits and parking requirements.

- Require provision of landscaped greenways and buffers to improve compatibility in areas where residential and business park or office uses abut each other.

2022 Status of Implementation: Pursuant to Zoning Code section 15.18.030 a minimum average depth for a landscaping buffer is ten (10) feet between commercial and residential districts.

- Contain provisions for residential care facilities, emergency shelters, transitional housing, second dwelling units, reasonable accommodation of structural improvements for the disabled and density bonuses pursuant to State law.

2022 Status of Implementation: Zoning Code chapters 15.10 and 15.18 contain provisions for residential care facilities, emergency shelters, transitional housing, and accessory dwelling units. Ordinance No. 2013-150 pertaining to reasonable accommodation of structural improvements for the disabled was adopted on March 20, 2013. Provisions for density bonuses pursuant to State law are included in chapter 15.58. Ordinance 2016-192 pertaining to the development standards for second dwelling units was adopted on December 6, 2017. Ordinance 2020-215 pertaining to development standards for accessory dwelling units was adopted on June 17, 2020, which was subsequently amended on March 1, 2023.

- Include specific criteria for granting flexibility from development standards for projects that provide housing for very low and low-income households.

2022 Status of Implementation: Zoning Code chapter 15.58 includes specific criteria for granting flexibility from development standards for projects that provide housing for very low and low-income households. Both affordable developments at 2C Liberty and 100 Freedom Lane (formerly 4 Liberty) received flexibility from development standards for providing very low and low-income units. In 2017 and 2019, the construction of 2C Liberty and 100 Freedom Lane were completed, respectively.

- Include design standards for development on hillsides or visible from major thoroughfares and identified view corridors.

2022 Status of Implementation: Zoning Code chapter 15.62 includes design standards for development on hillsides or visible from major thoroughfares and identified view corridors.

- Set forth green building design standards and review/evaluation procedures consistent with Leadership in Energy and Environmental Design (LEED) standards developed by the US Green Building Council.

2022 Status of Implementation: 2016 California Green Building Code went into effect on January 1, 2017, establishing new “green” building codes based on LEED standards for all new construction. In November 2022, the City adopted the 2022 Building Codes which took effect on January 1, 2023 and further “green” building standards.

- Establish residential density bonuses for compliance with LEED standards.

2022 Status of Implementation: To date, the City has not established residential density bonuses for compliance with LEED standards.

- Require compliance with Title 24 building construction standards, Energy Star conservation standards, and consider appropriate building orientation and landscaping for energy conservation purposes.

2022 Status of Implementation: 2016 California Green Building Code went into effect on January 1, 2017, establishing new “green” building codes based on LEED standards for all new construction. In November 2022, the City adopted the 2022 Building Codes which took effect on January 1, 2023 and further “green” building standards.

- Codify and expand development restrictions and landscape maintenance requirements in areas within and near Very High Fire Hazard Severity Zones.

2022 Status of Implementation: Zoning Code chapter 15.50 codifies and expands development restrictions and landscape maintenance requirements in areas within and near Very High Fire Hazard Severity Zones. In November of 2022, the City adopted the 2022 Building Codes which took effect on January 1, 2023 which expanded requirements in Very High Fire Hazard Severity Zones in conjunction with the Orange County Fire Authority.

- Contain on-site stormwater retention requirements for all new development to offset or significantly reduce the amount of stormwater created as the area of impermeable surfaces increases.

2022 Status of Implementation: The NPDES – MS4, Order No. R9-2013-0001 as amended by Order No. R9-2015-0001 permit section “Development Planning” effective April 1, 2015, contains requirements for Low Impact Development (LID) BMPs and Hydromodification to regulate the quality and quantity of storm water leaving the development site.

- Incorporate FEMA development requirements through establishment of a flood hazard overlay zone corresponding to the location of Special Flood Hazard Areas.

2022 Status of Implementation: The City participates in the National Flood Insurance Program and did not establish a flood hazard overlay zone.

- Include standards identifying the maximum noise levels allowed within mixed-use residential and commercial structures.

2022 Status of Implementation: Standards identifying the maximum noise levels allowed in the exterior of mixed-use residential and commercial structures are codified in Title 8 of the Municipal Code and referenced in the Zoning Code.

- Contain lighting standards and require use of low-reflective building materials to minimize the impacts of light and glare on surrounding uses.

2022 Status of Implementation: Zoning Code chapter 15.62 contains lighting standards and requires use of low-reflective building materials to minimize impacts of light and glare on surrounding uses.

- Include specific standards or procedures for determining parking requirements of proposed development in order to maintain or enhance parking capacity within the City.

2022 Status of Implementation: Zoning Code chapter 15.38 includes specific standards or procedures for determining parking requirements of proposed development to maintain or enhance parking capacity within the City.

- Include provisions requiring a Conditional Use Permit or similar approval for applicants seeking to construct or operate a heliport or helistop.

2022 Status of Implementation: Pursuant to Zoning Code sections 15.18.020 and 15.26.020, a conditional use permit is required to construct a helicopter pad in the PO, BP-1, BP-2, and CF zoning districts.

- Contain procedural requirements for projects proposing a structure more than 200' AGL (Above Grade Level) in accordance with applicable federal and State laws and regulations."

2022 Status of Implementation: Pursuant to AVMC 15.10.030 and 15.18.030, a maximum building height limit for the most intensive districts in the City (RVH and PO) was established at sixty-five (65) feet. In all other districts, structures above fifty (50) feet may be approved in conjunction with approval of a specific plan or conditional use permit.

I-2: Community Benefit Overlay (CBO) Areas: "Execute new development agreements, or amend or otherwise alter existing agreements with property owners as a means of approving development proposals that vary from the terms of the Aliso Viejo Master Development Agreement within identified Community Benefit Overlay (CBO) areas. In addition to standard development and infrastructure requirements, the City shall seek to ensure that the following community benefits or requirements are achieved, to the extent permitted by law:

- Proposed projects incorporate natural grades.

- Projected fiscal benefits of proposed projects are realized.
- Roadway improvements needed to support the project are identified, funded, and completed. (Including funding for intersection improvements at seven intersections identified in Program 11-6.)
- A portion of future residential development is affordable to very low and low income households.
- Projects are consistent with the City's parkland and/or parkland improvement ratio of 5 acres per 1,000 population.
- Adequate public school facilities to accommodate the project can be provided by the applicable school district.
- Noise levels within the non-residential components of mixed-use projects do not adversely affect the residential or community facility components of such projects.

Proposals to change entitled land uses within CBO areas that lie within the planning area for the former MCAS EL Toro shall be referred to the Airport Land Use Commission for Orange County (ALUC) for a Determination of Consistency if the Airport Environs Land Use Plan for the former MCAS El Toro is in effect at the time of development application.”

2022 Status of Implementation: Since adoption of the General Plan, the City has entered into four development agreements with property owners for sites within Community Benefit Overlay (CBO) areas. Each of the four projects is also governed by a Specific Plan adopted by the City. The four CBO development agreements were adopted on the following dates:

• Glenwood	Ordinance 2004-066	November 3, 2004
• Vantis	Ordinance 2005-070	February 2, 2005
o Vantis First Amendment	Ordinance 2014-158	January 8, 2014
• Ventana Ridge	Ordinance 2005-075	July 20, 2005
• The Commons	Ordinance 2005-081	November 16, 2005
• The Commons	Ordinances 2022-233 and 2022-234	December 21, 2022

The Glenwood Development Agreement expired on November 15, 2014 and the Ventana Ridge Development Agreement expired on December 23, 2010 after fulfilling the requirements in each DA. On December 21, 2022, the City of Aliso Viejo entered into a Development Agreement with the property owners of the Commons. Construction is now underway at the Commons, which includes a new automotive dealership for the lease, sales and service of electric or non-internal combustion engine vehicles and the installation of publicly accessible chargers per the requirements of the Development Agreement. On August 16, 2017, it was determined that the developer had fulfilled all of the Vantis requirement prior to the expiration date of April 8, 2025.

Issues outlined by this implementation measure, including issues of grading, fiscal impact, roadway improvements, affordability, parkland ratios, school capacity, and noise, were considered during creation of the development agreements.

Since the Airport Environs Land Use Plan for the former MC El Toro is no longer in effect, City staff is no longer sending proposals to change entitled land uses within CBO areas to the ALUC.

I-3: Code Enforcement: “Continue to enforce property maintenance standards, adopted City building and zoning codes, and noise regulations.”

2022 Status of Implementation: The Code Enforcement Division, under the umbrella of the Community Development Department, continues to enforce property maintenance standards, adopted City building and zoning codes, and noise regulations. A total of twenty (20)-hours a week is allocated to code enforcement activities in the City.

I-4: Multi-use Trails and Greenways Master Plan: “Prepare, adopt and implement a Multi-Use Trails and Greenways Master Plan to identify gaps in the recreational trail and greenway system, establish design and construction standards for new trails and greenways, and prioritize and fund needed improvements. The Master Plan will be consistent with the trail plans of adjacent jurisdictions and the County, and will promote a future trail connecting Aliso Viejo to the beach through Aliso and Wood Canyons Regional Park.”

2022 Status of Implementation: The City adopted a Streets and Trails Amenities Master Plan that includes the trails and greenway system in 2006. The Plan identifies existing trails and greenways, along with proposed trails and links to existing systems, including Aliso and Wood Canyons Regional Park. Amenities and design standards are discussed and potential projects are prioritized within the Plan. Phases 1 and 2 of the Town Center Loop Trail project have been completed and include trail markers, maps, and enhanced paving at pedestrian crossings.

I-5: Streamlined Development Review: “Develop and implement procedures for priority processing of development projects that a) contribute significantly to the City's fiscal stability and/or b) include housing for very low-income households.”

2022 Status of Implementation: Via the Housing Element, the City Council has directed staff to expedite processing of proposals that include affordable housing opportunities as part of the CBO projects as well as affordable housing projects. The Glenwood and Vantis developments include housing for low-income households with an additional in-lieu fee to offset units required for the very-low income households. Additionally, Vintage Aliso, located at 2C Liberty was completed in 2017 and included a total of 167 low-income units and 33 very-low income units. Liberty at Aliso, located at 100 Freedom Lane was completed in 2019 and included 148 low-income units and 50 very low-income units.

Affordable housing incentives are also outlined in Chapter 15.58 of the City's Zoning Code. These primarily involve density bonuses, but also include incentives related to relief from development standards and approval of mixed-uses development where it otherwise is not expressly permitted. Incentives are awarded to projects that provide specified ratios of units reserved for moderate, low, or very-low-income households. The Zoning Code states incentives are designed to make affordable housing projects more financially viable.

In 2019, the City also applied for and received first year SB 2 grant funds to secure an Enterprise Land Management software system which will assist in significant reduction in application processing times. In 2022, the land management software system was fully implemented.

I-6: Home Based Business Ordinance: “Adopt and implement a home-based business ordinance that provides opportunities for legal and conforming home-based businesses within the community, while protecting neighbors from potential parking and noise impacts.”

2022 Status of Implementation: Section 15.14.150 of the City Municipal Code contains regulations pertaining to home-based businesses, otherwise known as “home occupations.” These regulations and standards have been designed to reconcile the goal of creating new opportunities for home-based businesses with the City’s desire to protect neighbors from nuisances and negative impacts.

I-7: Baseline Environmental Standards: “Establish baseline standards reflecting environmental conditions in the community (such as air quality, noise, and traffic/circulation) that may be impacted by proposals for future development. Use the standards as the basis for assessing the environmental impacts of such proposals.”

2022 Status of Implementation: The environmental baseline for each project in the City is set at the time that either the environmental review commences or a notice of preparation of an environmental impact report is released. Given that environmental conditions constantly change, this analysis is handled consistently on a project-by-project basis. Moreover, an ongoing program is the regular update and adoption of “Local CEQA Guidelines” to ensure that City environmental review and analysis protocol is in compliance with State requirements.

The City Council adopted Resolution 2020-24 to adopt the Vehicle Miles Traveled (VMT) thresholds of significance for California Environmental Quality Act (CEQA) compliance related to transportation impact analysis. The adopted method of analysis is consistent with Senate Bill 743 which changed the method of analyzing transportation impacts from development projects and identify mitigation measures to reduce those impacts. Resolution 2020-24 was adopted on June 17, 2020 prior to SB 743 effective date of July 1, 2020.

I-8: Jurisdictional Urban Runoff Management Program (JURMP): “Meet the requirements of the San Diego Regional Water Quality Control Board (SDRWQCB) Order R9-2002-0001, pursuant to the National Pollutant Discharge and Elimination System (NPDES) Permit. Requirements of this Order include implementation of a Jurisdictional Urban Runoff Management Plan (JURMP), addressing a variety of topics related to urban runoff, including Best Management Practices in the planning and construction of new and existing development, education of City staff and the community as a whole regarding polluted urban runoff, and revising the environmental review process to analyze water quality impacts from development.”

2022 Status of Implementation: As required by the Fifth Term NPDES Permit (SDRWQCB Order No. 2013-0001 as amended by R9-2015-0001), the City utilizes a City-specific Jurisdictional Urban Runoff Management Program as its Local Implementation Plan (LIP) which was developed in 2003 and updated in 2019. The LIP includes procedures and public outreach programs for implementation of best management practices for pollution prevention in both existing development and new development projects.

I-9: Local Coastal Program (LCP): “Implement the County Local Coastal Program (LCP) approved for the Aliso Viejo Planned Community, pursuant to California Coastal Commission Requirements. Advise project applicants that a coastal development permit must be obtained from the California Coastal Commission prior to City approval of any development project located within the coastal zone. Continue to evaluate the consistency of the General Plan with the Orange County Local Coastal Plan as needed to maintain consistency.”

2022 Status of Implementation: According to the Coastal Commission, the County LCP became invalid after the City’s incorporation in 2001. It did not carry forward to the new City

jurisdiction. Although the City does not have a LCP, the City has a Coastal Zone overlay district which purpose is to protect and preserve valuable coastal resources within Aliso Viejo. Approval of a coastal development permit is required within the coastal zone overlay district.

I-10: Capital Improvement Program (CIP): “Establish a Capital Improvement Program (CIP) to address phasing and construction of traffic, infrastructure and City-owned park improvements throughout the City. Use the CIP process to prioritize, finance, and complete roadway and bikeway improvements identified in the Circulation Element and other City plans. Update the CIP annually to respond to changes in local priorities and available funding sources.”

2022 Status of Implementation: The City Capital Improvement plan is updated with every annual and mid-year budget. During the last annual cycle, the City Council, City Engineer, and City Manager set priorities for projects based on strategic initiatives, need, and available funds. For the mid-year budget, the City reevaluates the CIP based on needs and funds and will adjust accordingly.

I-11: Provide Solid Waste Services: “Continue to contract for solid waste services from a private sector provider. Ensure that community needs for solid waste disposal are being met.”

2022 Status of Implementation: To meet State requirements for solid waste diversion and disposal, including AB 939, AB 1826, and AB 1594 the City has entered into a franchise agreement with a waste hauler company (CR&R Waste and Recycling Services), which provides recycling and proper disposal of solid waste throughout the City.

I-12: Fire, Police and Emergency Medical Service Contracts: “When the City renews service contracts with the Orange County Fire Authority (OCFA) and Orange County Sheriff’s Department (OCSD), consider the following issues:

- Staffing levels identified in service contracts should reflect the established service standards, community population, crime conditions, increased emergency activity, geography of service area, and funds availability.
- Contracts should include service to new development that will be constructed during terms of the contract.
- Size of physical facilities and types of resources within the City should accommodate sufficient staff and equipment, and distribution of the facilities should minimize emergency response.”

2022 Status of Implementation: The City annually renews its contract with OCSD. The City’s contract with OCFA establishes a term of 20 years, from July 1, 2010 through June 30, 2030. The contract renewal process includes an assessment of safety data, existing and planned development and identified and negotiated needs. Service provision to the City continues to be adequate.

I-13: Fair Housing Service Contract: “Continue to contract with the Fair Housing Council of Orange County (FHCOC) to support fair housing services for City residents. Advertise fair housing services on the City website and at the public counter, library, post office, Family Resource Center, and other community locations.”

2022 Status of Implementation: Effective July 1, 2018, after issuing an RFP, the Fair Housing Foundation became the fair housing provider for the City. Fair housing services are advertised

on the City website and at the City Hall public counter, City branch of the Orange County Library, and Family Resource Center.

I-14: Parkland Ordinance: “Prepare, adopt and implement a parkland ordinance establishing a citywide standard of 5 acres of park land and/or parkland improvements per 1,000 population. Consistent with Quimby Act regulations, in lieu fees may be collected to satisfy park provision requirements.”

2022 Status of Implementation: The park fee ordinance inherited from the County with a ratio of standard of 5 acres of park land and/or parkland improvements per 1,000 population is included as Section 14.16.050 of the Subdivision Code.

I-15: Grading Ordinance: “Prepare, adopt and implement a grading ordinance or Specific Plan to ensure all grading associated with new development projects are conducted in accordance with appropriate geotechnical engineering.”

2022 Status of Implementation: On February 15, 2003, in accordance with San Diego Regional Water Quality Control Board adopted waste discharge requirements (NPDES Permit), City Council adopted Ordinance 2003-044 and amended by Ordinance 2010-128. This ordinance, updated the City Municipal Code Chapter 13.08, in regards to storm water management, urban runoff, grading, and excavation. The City continues to assess grading impacts of new developments based on those provisions.

I-16: Building Codes: “Continually update development standards and adopt the latest building construction codes to guide future development in areas with known geologic and seismic-related hazards.”

2022 Status of Implementation: On November 16, 2022, the City adopted the 2022 California Building Standards Code which became effective on January 1, 2023.

I-17: National Flood Insurance Program (NFIP): “Enroll in the National Flood Insurance Program (NFIP) which provides federally-backed flood insurance to community residents.”

2022 Status of Implementation: After adoption of the 2004 General Plan, the City enrolled in the NFIP. This was made possible by actions taken by the City Council on April 5, 2006 including passing of Ordinance 2006-082 establishing a Floodplain Management Overlay District, under the Municipal Code Chapter 7.50, adoption of Resolution 2006-011 expressing a commitment to adopt and maintain regulatory measures for flood hazard areas, and directing Staff to file an application to join the NFIP. Adoption and enforcement of a floodplain management ordinance is a requirement of enrollment in the program.

I-18: Emergency Operations Plan (EOP): “Implement the City’s Emergency Operations Plan (EOP) according to requirements and provisions of the State Emergency Management System. Ensure that the EOP establishes community evacuation routes and emergency shelter facilities and is easily available to the public.”

2022 Status of Implementation: The City has in place its original EOP. However, a thorough revision of the Plan was completed in 2016 to update it with newer terminology and current inter-agency communications and planning procedures. The Mass Care and Shelter Annex and the Evacuation Annex of the EOP predetermine potential evacuation routes and emergency shelters, but do not pre-designate those evacuation routes or emergency shelter

facilities to the public. Those decisions are made based on the circumstances of the event and by referencing data outside of the EOP. Disasters most likely to impact the City (earthquake and wildfire as two examples) do not allow us to know ahead of time what roads and overpasses will be open and passable, or what areas of the community will be safe to occupancy. Therefore, the City will not preannounce evacuation routes or shelter facilities. However, arterial roadways specified in the Circulation Element can be considered the most likely evacuation routes. The City works with the American Red Cross to maintain a current database and inventory of all shelter facilities and supplies available within or near the City. In a disaster, the evacuation information, shelter locations, and all other pertinent emergency information will be relayed to the public according to the City's Public Alert and Warning Annex. The Public Alert and Warning Annex outlines the various systems the City will utilize in a disaster to ensure the public is notified in a timely manner including AlertOC, Nixle alerts, Wireless Emergency Alert (WEA) System, and Emergency Alert System (EAS). The City's Public Information Office will also share emergency information via the City's social media outlets and City website. The City's Emergency Manager is tasked with preparing the City for disasters through the writing and maintaining of emergency plans in coordination with the city's response partners like the Orange County Sheriff's Department and Orange County Fire Authority; educating the public on disaster preparedness; conducting training and exercises for response staff; and maintaining the City's Emergency Operations Center (EOC). The City's primary EOC is located at City Hall and serves as the central coordination point during a disaster.

I-19: Noise Regulations: "Continue to enforce City noise regulations to protect residents from excessive noise levels associated with nuisance and stationary noise sources. Periodically evaluate regulations for adequacy and revise, as needed, to address community needs and changes in legislation and technology."

2022 Status of Implementation: Title 8.12 of the City Municipal Code includes noise control provisions. They include exterior and interior noise standards as well as exemptions from standards.

I-20: Transportation Financing/Measure M Requirements: "In addition to establishing a Capital Improvement Program, establish a Development Mitigation Program, Comprehensive Phasing Program, and Performance Monitoring Program to guide construction and funding of circulation improvements, pursuant to Measure M requirements. In addition, collect fees for traffic impacts of new development, and require project proponents to construct and/or fund circulation improvements resulting from new development projects."

2022 Status of Implementation: Renewed Measure M eligibility packages are submitted to OCTA annually. Development projects are reviewed for impacts and approvals are conditioned to either fund or construct appropriate components to mitigate any impacts.

II-1: Street Median and Sidewalk Improvement Plan: "Establish a program to identify street medians and sidewalks throughout the City that are in need of enhanced landscaping, maintenance or repair and to identify roadways without current medians or sidewalks required by roadway design standards. This program will be used to prioritize median and sidewalk improvements and incorporate them within the City's annual CIP process. Both the City and AVCA should have roles in the planning and implementation of the program.

The median program will emphasize the role of medians as both landscape and safety improvements, and new landscaping completed pursuant to the program must be drawn from the

City Plant Palette and comply with low water landscaping requirements set forth in the Conservation/Open Space Element.

The sidewalk program will include provisions for tree planting, adequate shade, enhanced crosswalks (using lights, signs, and pavement markings), and place special emphasis on sidewalks, crosswalks and signs near schools, parks, churches, community facilities and within Aliso Viejo Town Center.”

2022 Status of Implementation: A street median master plan has been developed to prioritize projects and establish design guidelines. The master plan identified fifteen (15) miles of median to be constructed. Projects have already been completed on Pacific Park Drive and Aliso Creek Road. Other projects on Aliso Viejo Parkway and Aliso Creek Road have been designed and require construction funding. Pacific Park Town Center Association has completed a project on Enterprise utilizing similar design standards. Sidewalk enhancements have been completed as part of the Town Center Loop project, including crosswalk enhancements.

II-2: Low Water Palette and Landscaping Requirements: “Develop a diverse plant palette consisting of native and xeriscape plants to be used citywide. Require that 50 percent of all public and private landscaping within the City consist of low water, native/xeriscape plants drawn from the palette. Periodically evaluate this objective and increase the required percentage over time.”

2022 Status of Implementation: The City Council adopted Ordinance 2009-119 and amended by Ordinance 2015-171, established water efficient landscape regulations. The regulations, in Section 7.30 of the Aliso Viejo Municipal Code, are consistent with California Assembly Bill 1881 provisions regarding water conservation and require new landscaping projects in the City consist of at least 50% low water or xeriscape plants and the use of efficient irrigation system to keep water consumption within the allocated amount set by the local water agencies.

II-3: City Gateway and Wayfinding Signs: “Establish new wayfinding signs throughout the City, leading residents and visitors to key community locations. Construct new entry gateway monuments at key entrances to Aliso Viejo, including those beyond the limits of the Aliso Viejo Planned Community.”

2022 Status of Implementation: Gateway signage and monumentation were addressed in the City SR 73 Corridor Enhancement Master Plan and Streets and Trails Amenities Master Plan. Wayfinding signs were redesigned to guide residents and visitors to public facilities and were installed in 2018. Examples of these facilities include the Aliso Viejo Center located at 31 Santa Barbara Drive and Aquatic Center at 29 Santa Barbara Drive.

II-4: Greenway and Riparian Corridor Restoration: “Identify portions of greenways, the power line easement within the City, and the riparian corridor surrounding Aliso Creek where natural landscaping has been degraded. Work with property owners, the County, and AVCA to revegetate the areas in a manner consistent with the City plant palette and native landscaping requirements.”

2022 Status of Implementation: In 2005, with support of grant funding from the Habitat Conservation and United States Fish and Wildlife Service Programs, the City constructed a wetland at the detention basin located at the headwater of the Wood Canyon Creek within Aliso and Wood Canyon Regional Park. The purpose of this project was to create a wetland habitat using native riparian/wetland plant species within the detention basin to enhance water

quality, flood control and channel protection at the beginning of the Creek. Since this project is situated at the headwaters of Wood Canyon Creek and will affect the whole of the Creek, it will also increase and enhance the overall Wood Canyon Creek riparian corridor and its associated wildlife habitat.

As part of the project mitigation monitoring plan, site inspections were conducted on a monthly basis and water quality samples were collected from the inlet and outlet of the wetland site during dry weather seasons from 2006 to 2010. Water samples were analyzed for nutrients and indicator bacteria. Natural and planted native vegetation were determined to be growing at a normal rate in regard to reproduction and density compared to other natural habitats. Additionally, bacteria data collected indicates microbial quality of runoff improved as it passed through the wetland and no significant changes in level of nutrients were observed as water passes through the wetland.

In 2016, grants from OCTA and State Department of Water Resources were obtained for the construction of a wetland and habitat restoration project within the Dairy Fork sub-watershed, a tributary of Aliso Creek. The purpose of this project was to enhance the water quality of dry weather urban runoff by creating a wetland and restoring natural habitat by removing non-native invasive plants and planting native and California friendly plant species.

A five-year mitigation monitoring plan and a twenty-year maintenance plan were developed and are being implemented to assure the restoration of the natural habitat and that the wetland operates as designed to remove pollutants and improve the quality of urban runoff prior to being discharged into the creek.

In December 2018, OCFA was awarded a \$5.4 million grant for countywide aerial surveying to identify and then remove trees infested with the shothole borer beetle. The goals of the program are to 1) stop the spread of invasive tree pests, 2) reduce the existing fuel loads caused by the tree pests and limit the potential for future fuel loading from them, 3) reduce the related wildfire and life safety risks for the invasive tree pests, and 4) improve the environment by limiting GHG emissions linked to tree loss, and the increased frequency and intensity of the associated wildfires.

II-5: Roadway Re-Striping: “Wood Canyon Road is currently constructed as a two-lane undivided highway between Oak View and Aliso Creek Road, inconsistent with Orange County Master Plan of Arterial Highways (MPAH) standards. This roadway segment will be re-stripped to the County classification standard as a four-lane secondary arterial when necessary. Future restriping may also be considered on portions of Aliso Viejo Parkway and Glenwood Avenue to reduce potential for automobile/bicycle conflicts.”

2022 Status of Implementation: Due to concerns over automobile accidents and overall safety on Wood Canyon Road, the City has reevaluated this plan for the roadway. A more restricted striping design, designed to aid safer movement of vehicles, has been successful in reducing collisions on the segment.

The City Council has directed staff to revise the classification of this street in the overall County Plan to collector status. This will be accomplished as part of the Circulation Element of the General Plan.

II-6: Intersection Improvements: “Periodically monitor conditions at intersections throughout the City and evaluate and implement options for improving the following intersections to ensure operation at LOS C or better:

- Aliso Creek Road and Aliso Viejo Parkway
- Wood Canyon Road and Pacific Park Drive
- La Paz Road and Pacific Park Drive
- La Paz Road and SR-73 Eastbound Ramp
- Moulton Parkway and Aliso Viejo Parkway
- Pacific Park Drive and Peppertree
- Aliso Creek road and Pacific Park Drive

The City may seek funding for such improvements through the development agreement process associated with the Community Benefit Overlay areas.”

2022 Status of Implementation: All intersections in the City are maintained at Level of Service (LOS) “C” or better. Projects have been completed to improve traffic flow at three of the six intersections identified on the list, including Wood Canyon at Pacific Park, Pacific Park at Peppertree, and Aliso Creek at Pacific Park. The other intersections will be improved as traffic congestion increases and additional grant money is obtained.

II-7: Neighborhood Circulation Improvements: “Ensure that sufficient improvements are in place within neighborhoods to protect pedestrians and bicyclists from hazards associated with excessive auto traffic volumes and speeds. Where appropriate, consider traffic calming devices including median landscaping and provision of bike or transit lanes to mitigate the problems posed by schools and other land uses that generate extraordinarily high traffic volumes at specific times. Provide solutions to mitigate these problems as warranted by local studies.”

2022 Status of Implementation: Several projects have been executed as part of efforts to achieve this objective. Projects have included street re-striping and the construction of raised pavement markers at Westridge, Briarglen, and Canyon Vista. Enhanced pavement has been installed on Golf Drive to visually identify pedestrian walkways. Crosswalks at the intersection of Aliso Creek Road and Pacific Park Drive have been updated and back plates of traffic signals have been painted for safety. Additionally, there have been circulation and striping projects constructed around all schools in the City.

II-8: Bicycle and Pedestrian Amenities: “Provide appropriate bicycle and pedestrian amenities along City bikeways, trails, and sidewalks. Specific amenities include bicycle racks, water fountains, benches, trash cans, and call boxes. Encourage private development projects to provide these amenities as well, especially within Aliso Viejo Town Center.”

2022 Status of Implementation: Phases 1 and 2 of the Town Center Loop Trail project have been completed and include trail markers, maps, and enhanced paving at pedestrian crossings.

II-9: Iglesia Park and Family Resource Center: “Operate and improve as needed Iglesia Park and the Family Resource Center as resources to the community. Include physical improvements to these facilities within the City’s CIP process.”

2022 Status of Implementation: The City contracts with the Boys & Girls Club to operate the Family Resource Center and in 2022 continued to make improvements to the facility included minor repairs.

II-10: Emergency Operations Center: “In the event of an emergency, activate an Emergency Operations Center (EOC) at City Hall. Continue to evaluate need and sites for an alternative EOC elsewhere within the City.”

2022 Status of Implementation: The City Conference Center has been identified to serve as an alternate EOC in the event City Hall cannot serve as the primary EOC. Staff continues to evaluate communications, information technologies, and situation assessment capabilities at both sites, to identify desired improvements to these capabilities and to gradually accumulate these improvements as resources allow. City Hall installed a backup generator in 2017 that will provide power to the City's EOC during a power outage.

III-1: CEQA Compliance and Site Development Review: “Utilize a site development permit process and the California Environmental Quality Act (CEQA) in the review of proposed development projects. Review proposed projects to avoid where permitted by law unacceptable impacts to the fiscal stability of the City, public facilities and services supporting development, surrounding development designs, landscaping, cultural and historical resources, and natural characteristics of the project site.”

2022 Status of Implementation: Pursuant to Aliso Viejo Municipal Code Section 15.74.020 a permit approving site, architectural, landscape, and related development plans is included within the term “site development permit.” The City Council is the decision-making authority for site development permits, and the City conducts and completes a CEQA analysis during the review of proposed development projects. As CEQA is amended by the California State Legislature, the City adopts the amended local guidelines for implementing the CEQA, with the last adoption occurring on April 16, 2014.

III-2: Fiscal Impact Evaluations: “Fiscal evaluations of any future development or redevelopment projects outside established Community Benefit Overlay (CBO) areas that vary from development permitted by established development agreements are required, to the extent permitted by law. Such evaluations will determine the net fiscal balance of the project to the City, and provide appropriate mitigation strategies for projects with a negative fiscal balance. Such strategies may become conditions of development approval, at the discretion of the City Council.”

2022 Status of Implementation: Fiscal evaluations occur as new projects are proposed. In general, the City evaluates the fiscal impact of any new development proposal as it relates to the City's ability to continue providing services for the long term. The City updates its *Five-Year Strategic Plan* on a regular basis to determine its financial outlook under changing economic conditions and impacts arising from the dynamic State budget.

III-3: National Pollutant Discharge and Elimination System (NPDES) Compliance: “Prior to making land use decisions, the City will utilize available methods to estimate increases in pollutant loads and flows resulting from projected future development. In addition, applicants for new development and redevelopment projects shall demonstrate accomplishment of NPDES objectives:

- Use of structural and non-structural Best Management Practices (BMPs) to mitigate projected increases in pollutant loads and flows.

- Minimized pollutant loading flow velocity during and after construction.
- Minimized amounts of impervious surfaces and directly connected impervious surfaces.
- Maximized on-site infiltration and runoff and temporary on-site retention areas.
- Limited disturbance of natural water bodies, natural drainage systems, and natural habitats.
- Pollution prevention methods, source controls and treatment using small collection strategies located at, or as close as possible to, the source.”

2022 Status of Implementation: In compliance with requirements of the NPDES Permit, the City has adopted the following water quality ordinances, under Title 7 Health and Safety of the Aliso Viejo Municipal Code:

- Grease Interceptor/Trap Connections to Sewer System and Maintenance (Ordinance No. 2002-036).
- Ordinance 2011-133, as an amendment to Ordinance 2002-036, which requires a semi-annual cleaning and maintenance of grease interceptor/trap connection to sewer system.
- Stormwater Management, Urban Runoff, Grading and Excavation (No. 2003-044).
- Amendment to Stormwater Management including Stormwater Permits (No. 2003-051)
- Amendment to Stormwater Management including BMPs for Monitoring and Inspection (No. 2003-054)
- Ordinance No. 2010-128 as an amendment to Stormwater Management Ordinance No. 2003-044.

Additionally, on October 20, 2010, the City Council passed Resolution 2010-40, amending the General Plan to include storm water management goals and principles. These goals and principles include encouragement of:

- Interagency cooperation in regard to storm water management,
- Reduce discharge of pollutants to the maximum extent practicable through the use of low-impact growth and development concept in the design and selection of best management practices,
- Use of native, low-water plants,
- Reduced water use for landscaping, and
- Cooperation with the Aliso Viejo Community Association (AVCA) to prevent groundwater pollution.

III-4: Water Services and Supplies: “Require engineering studies to determine water infrastructure requirements for future development projects. Require that study recommendations be incorporated into the design of projects. Require the dedication of necessary right-of-way and construction of water infrastructure improvements for all development projects.

Review all development projects in consultation with the applicable water district to ensure adequate water supplies, treatment, and distribution capacity for projects without negative impact to the community. For projects that satisfy the criteria set forth in Sections 10910-10915 of the California Water Code and Section 66473.7 of the Government Code, a Water Supply Assessment or water supply verification demonstrating available water supplies exist to support development shall also be prepared.”

2022 Status of Implementation: Review procedures outlined in this implementation measure are the responsibility of the El Toro (ETWD) and Moulton Niguel (MNWD) Water Districts.

Each Water District is required (by Water Code Sections 10610 through 10656 of Urban Water Management Planning Act) to prepare, adopt, and file an Urban Watershed Management Plan (UWMP) every five years. The UWMP includes information on present and future water supply and demands and assessment of an area water resource needs. As a stakeholder, City staff will review and comment on the draft UWMP during public input period. The City requires a letter from the water districts confirming availability of water supply for all new and redevelopment projects prior to permit issuance.

III-5: Sewer and Wastewater Treatment Services: “Require engineering studies to determine sewer infrastructure requirements for future development projects. Require that study recommendations be incorporated into the design of projects. Require the dedication of necessary right-of-way and construction of sewer infrastructure improvements for all development projects.”

2022 Status of Implementation: Similar to evaluation of water feasibility, analysis of sewer infrastructure needs created by future development projects is performed by the two water districts operating in the City. The City requires a letter from the water districts confirming projects are consistent with district requirements for sewer connections and services.

III-6: Recycling Requirement: “Require use of recycling as a condition of approval for all new development projects. Work with the private sector contractor providing solid waste services within the City to ensure that appropriate recycling containers, procedures, and education are readily available.”

2022 Status of Implementation: The City Solid Waste Management Program requirements are designed to be compliant with AB 939, AB 1826, and AB 1594. These stipulate waste separation and recycling for multi-family units and commercial units is performed at the Material Recovery Facility (MRF) in San Juan Capistrano. For single-family communities, a system of three containers is used for residents to sort their recycling.

III-7: Adequate Flood Control: “Require engineering studies to determine required flood control facilities for future development projects. Require that study recommendations be incorporated in the design of projects. Require the construction of appropriate flood control for all development projects. Where appropriate, also require that engineering studies include analyses on stream instability for natural watercourses that include stream degradation, head cutting, bank erosion, and related factors. Recommendations from these studies will be implemented as mitigation for identified impacts.”

2022 Status of Implementation: Flooding remains a non-issue for most properties in Aliso Viejo. However, the City continues to evaluate proposed new developments in regard to flood control through engineering studies and plan review. The City also participates in the National Flood Insurance Program.

III-8: Adequate Fire and Police Services: “Evaluate the need for additional fire and police facilities or resources to serve new development projects that vary from established agreements. Coordinate with AVCA and service providers to evaluate the level of fire and police service provided to the community. Require adequate street widths and clearance for emergency access.”

2022 Status of Implementation: In both the Planning and Building permit process, development projects that vary from established agreements are routed to the Orange County Fire Authority and the Orange County Sheriff Department for review and comment/approval. Every project is evaluated against the need for additional fire and police facilities or resources.

Additionally, adequate street widths and clearance for emergency access is reviewed and then required with permit issuance.

III-9: Public Education Facilities: “For proposed projects that vary from established development agreements, determine anticipated student generation in conjunction with Capistrano, Saddleback Valley, and Laguna Beach Unified School Districts. Work with the districts to collect student impact fees. Where permitted by law, require the dedication of necessary school sites where appropriate associated with development proposals”

2022 Status of Implementation: The Building Department ensures collection or exemption for student impact fees prior to issuance of building permits.

III-10: Adequate Parks, Recreation Facilities, Trails and Community Center: “Require payment of park fees, dedication of land for parks and/or dedication and provision of multi-use trails as conditions of new development, as applicable. Park-related dedications or fees will be determined using the City’s ratio of 5 acres of parkland and/or parkland improvements per 1,000 residents. Research options or opportunities to provide necessary or desired community facilities, such as a Community Center.”

2022 Status of Implementation: Fees allocated for parks have been collected as part of development agreements negotiated between the City and developers. Park in-lieu fees are also triggered when a subdivision includes a residential component.

III-11: Library Fees: “Assess proposed development that varies from established development agreements for library impact fees in conjunction with the Orange County Public Library.”

2022 Status of Implementation: Other than projects approved with a development agreement, the City has not assessed City development impact fees such as library impact fees for any project. The City has never studied library fees because library services have always been provided by the County.

III-12: Transit Oriented Development: “Require incorporation of transit-oriented design features and attractive and appropriate transit amenities (including shaded bus stops) into public and private development projects to promote and support public transit use.”

2022 Status of Implementation: The City continues to analyze the need for new public transit amenities, both on a project-by-project basis, and within the context of the Orange County Transportation Authority programs. Based on ridership and other analysis OCTA has eliminated all fixed bus routes in the City. A new, on-demand shuttle service is being tested by OCTA. The City will continue to evaluate local shuttle options through OCTA Projects S and V for Metrolink and circulator shuttles.

III-13: Ecological and Biological Resource Assessments: “Assess development proposals that vary from established development agreements for potential impacts to significant ecological and biological resources. Require appropriate mitigation for all significant impacts if impact avoidance is not possible. Mitigation measures for habitat and species may include, but are not limited to: avoidance, enhancement, restoration, or a combination of any of the three, along with participation in the Central and Coastal Region Natural Community Conservation Program (NCCP). Address the following subjects within impact assessments, as applicable to individual development projects:

- Natural communities.

- Riparian and wetland habitats.
- Coastal sage scrub and coast live oak habitats.
- Rare and endangered animal and plant species.
- Habitat fragmentation (including disruption of wildlife corridors).
- Aliso Creek and associated tributaries.
- Significant tree stands.”

2022 Status of Implementation: As part of the CEQA process, all projects are assessed for potential impacts to significant ecological and biological resources, and where appropriate mitigation measures are required.

III-14: Green Building and Energy Conservation: “Evaluate proposed development projects throughout the City using Leadership in Energy and Environmental Design (LEED) Standards developed by the US Green Building Council. The City strongly encourages all future development and major renovation projects within the following General Plan designations to achieve LEED certification: Very High Density Residential, Town Center Commercial, Recreation Commercial, Business Park, Professional Office, and Community Facility. Investigate the potential to offer density bonus incentives on residential projects that achieve LEED certification.

Require compliance with State Title 24 building construction standards and Energy Star conservation standards for all development projects.”

2022 Status of Implementation: This objective is satisfied by the compliance of new projects with Cal Green Building Code standards for new construction.

III-15: Geologic Hazard Assessments: “Pursuant to State law, geologic and/or geotechnical studies are required for proposed new development projects located in areas identified as susceptible to landslides and liquefaction and binding mitigation strategies must be adopted. These areas are identified on Figure S-1 of the Safety Element. Compliance with the recommendations set forth in site specific geologic and/or geotechnical studies will be made a condition of the site development permit for subsequent projects. In addition, the City may require applicants to incorporate measures to stabilize and maintain slopes on a site-by-site basis, such as, but not limited to, proper planting, irrigation, retaining walls, and benching.”

2022 Status of Implementation: The City requires new geologic and geotechnical studies when necessary. Compliance with recommendations in such studies are made a part of the site development permit. Additionally, the City coordinates with local Homeowners Associations regarding maintenance of slope stabilization, where needed.

III-16: Crime Prevention Through Environmental Design (CPTED): “Review all new development proposals for sensitivity to Crime Prevention Through Environmental Design (CPTED) principles. Encourage incorporation of design features that employ adequate lighting and place increased emphasis on public areas.”

2022 Status of Implementation: All development are reviewed for consistency with CPTED design guidelines during the planning process. Appendix A, of the Zoning Code, describes the requirements for Crime Prevention through Environmental Design (CPTED).

III-17: Noise Contours and Standards: “Review development proposals to ensure that the noise standards and compatibility criteria set forth in the Noise Element are met. Require acoustical analyses for all proposed development within the 60 dB CNEL contour as shown on Figure N-1

in the Noise Element. Also require acoustical analyses for all proposed residential projects in the vicinity of existing and proposed commercial and industrial areas.

Require mitigation measures, where necessary, to reduce noise levels to meet the adopted standards and criteria. Such measures may include berms, walls, and sound attenuating architectural design and construction methods. Only permit new development if adopted noise standards and regulations can be met.”

2022 Status of Implementation: As part of the CEQA process, all projects are assessed for potential noise impacts per the Noise Element and Municipal Code (Title 8, Section 8.12 Noise Control), and where appropriate mitigation measures are required.

III-18: Noise Insulation Standards: “Enforce provisions of the California Noise Insulation Standards (Title 24) that specify that indoor noise levels for multi-family residential living spaces shall not exceed 45 dB CNEL. The standard is defined as the combined effect of all noise sources and is implemented when existing or future exterior noise levels exceed 60 dB CNEL. Title 24 further requires that the standard be applied to all new hotels, motels, apartment houses and dwellings other than single-family dwellings. The City will additionally apply the standard to single-family dwellings and condominium conversion projects.”

2022 Status of Implementation: As required by Section 1207 of the California Building Code, the Building Department enforces provisions of the California Noise Insulation Standards (Title 24) that specify indoor noise levels for multi-family residential living spaces, and all new hotels, motels, apartment houses and dwellings other than single-family dwellings shall not exceed 45 dB CNEL. Furthermore, the Building Department will additionally apply the standard to single-family dwellings and condominium conversion projects. In other words, this is accomplished by requiring insulation between units.

IV-1: Annual Review of General Plan and Environmental Indicators: “Annually review implementation of the General Plan and Land Use Policy Map to identify the effect of land development and use on City revenues and costs of providing public facilities and services. Develop a range of environmental indicators to be monitored over time as the community develops. Such indicators may include, but are not limited to the following: percentage of land area used as open space, percentage of solid waste diverted from the waste stream through recycling, etc. Utilize the City’s GIS system to create and track these indicators, and report annually to the City Council regarding progress toward established objectives.”

2022 Status of Implementation: There are two environmental indicators that staff has data for and can be used to annually review implementation of the General Plan and Land Use Policy Map to identify the effect of land development and cost of providing public facilities and services: percentage of parkland and percentage of solid waste diverted through recycling. In 2003, with the formation of the General Plan, there was 257.5 acres of parkland for an approximate population of 42,000, and since 2003, two parks totaling 3.2 acres, within the Glenwood development have been constructed and 0.91 acre of parks were added to the City’s inventory with the final permitting of the Vantis development in 2017, for a total increase of 4.11 acres. Now, with an approximate population of 50,000 and 261.61 acres of parkland, there are 5.23 acres of parkland per 1,000 residents, which exceeds the City standard of 5 acres per 1,000 residents as well as the accepted standard of 3 acres per 1,000 residents. In addition, the City finished construction of the Aliso Viejo Ranch park in 2020 which added 7 acres of parkland to the City. For solid waste diversion rates, the Environmental Services staff receives a monthly report from CR&R on the diversion rates, and has also updated Municipal

Code Chapter 7.15 Construction or Demolition Debris to meet the current State Diversion rate of 65%, of which the City met in 2017.

IV-2: Preserve Jobs-Housing Ratio: “To the extent possible, preserve the balance between jobs and housing in Aliso Viejo through land use decisions. The five Community Benefit Overlay (CBO) areas identified in the Land Use Element provide substantial new opportunities for housing development within the City, which, if combined with business support programs, can help to preserve or improve the current (2000) ratio of 0.94 jobs per housing unit. Work with property owners to develop these to provide new employment opportunities and a variety of housing types that encourages people to both live and work in Aliso Viejo.”

2022 Status of Implementation: According to the latest statistic available from the United States Census Bureau (2020), there were 29,887 full-time and part-time jobs (including self-employed) and 20,189 total dwelling units in Aliso Viejo in 2020. This equals a 1.48 jobs per housing unit ratio, an improvement of the 2000 ratio of 0.94 jobs per housing units.

IV-3: Outreach Objectives for Outlying Areas: “Establish semi-annual community outreach objectives and promote City activities within the Via Iglesia area and residential areas east of Alicia Parkway.”

2022 Status of Implementation: The following are ongoing outreach activities performed or aided by the City in regard to the Via Iglesia area:

- The City provides support to Iglesia Park HOA Boards to facilitate meeting space and community forums.
- The City maintains contact with the Moulton Parkway HOA and keeps abreast of issues and events in the neighborhood.
- Direct mailings are used as needed (not exceeding four mailings per year) with information regarding upcoming City sponsored events and meetings held at Iglesia Park Community Center.
- The City consults with the Boys and Girls Club of Capistrano Valley to provide traditional out of school time programs in the areas of education and career development; the arts and technology; health and life skills; sports, fitness and recreation; and character and leadership development.
- HOA Boards and residents are encouraged to subscribe to e-news updates provided by the City.

IV-4: Public Education Programs: “Use public education activities to accomplish the following objectives:

- Protect residents from hazards associated with slope instability and flooding.
- Improve surface water quality. Educate residents regarding surface water quality pollutants, especially those that may result from community activities, such as car washes.
- Identify steep slope hazards and steps residents can take to make their homes and businesses safer.
- Raise public awareness of fire safety issues including wild land fire prevention, where to take pets during fire-related evacuations, and the benefits of fire resistant slope cover. Educate the public regarding proper disposal of household hazardous waste (including medical wastes) and other safety concerns related to improper use or storage of hazardous materials.
- Ensure that residents are prepared for any problems associated with the San Onofre Nuclear Generating Station (SONGS).

Coordinate education activities and make materials available to residents. Utilize forums, flyers, brochures and the City's website to accomplish these objectives."

2022 Status of Implementation: The City has developed and implemented a comprehensive public outreach program for pollution prevention and solid waste recycling. This program includes distribution of educational materials such as guidelines and best management practices, and trainings and workshops for residents and businesses.

To raise awareness for fire safety issues, OCFA has a program called "READY! SET! GO!". "READY! SET! GO!" is about helping residents understand how their home's location, surrounding vegetation, construction elements, and other factors place their property and them at risk during a wildfire. The goal of this program is to educate and engage residents in reducing the risk in their communities to help save lives and property.

IV-5: Geographic Information Systems: "Implement a Geographic Information System (GIS) to provide accurate mapping and detailed information pertaining to infrastructure, land use, public safety and environmental resources within the Planning Area. Add water and sewer information obtained from service providers to the City's GIS system. Expand the GIS system to include information pertaining to street lights, parks, land use, zoning, trails, fire hydrants, City-owned lands, environmental resources, roadways, parcels subject to fuel modification plans, and emergency management information. Utilize the GIS system in tandem with engineering and traffic models to evaluate the infrastructure impacts of new development within the City. These data will be shared with OCFA."

2022 Status of Implementation: The City is currently researching strategies, costs, and timelines for expanding the City GIS system.

IV-6: Source Reduction and Recycling Element: "Continue to implement waste diversion programs as well as public education programs as outlined in the City's Source Reduction and Recycling Element required by Assembly Bill 939."

2022 Status of Implementation: As required by AB 939, AB 1826, and AB 1594 the City has developed and implemented a solid waste program with the objective of diverting at least 65% of solid waste from the landfill. The City has entered into an agreement with the City's hauler (currently CR&R Environmental Services) to implement this plan and achieve the diversion goal.

IV-7: Improve City-University Connections: "Continue to work with Soka University of America representatives to encourage both physical and social connections between the City, local businesses and the University. Potential activities include coordinating planning activities with university facility planners, investigating the potential for shuttles between the University and Aliso Viejo Town Center, joint promotion of cultural and community events, standing committees to oversee joint activities, preservation of and public access to open spaces within the campus, and other activities."

2022 Status of Implementation: The City continues to partner with Soka University of America to organize community events and activities. Open spaces on the University campus continue to be open and accessible for area residents, who utilize them for activities such as walking, jogging, and picnicking.

IV-8: Transportation Demand and System Management: “Participate in regional efforts to implement Transportation Demand Management (TDM) requirements and support implementation of the employer TDM provisions of the South Coast Air Quality Management District Air Quality Management Plan. Complete intersection capacity improvements and coordinate traffic signals as necessary to improve traffic flow.”

2022 Status of Implementation: Intersection capacity improvements have been completed as indicated under Implementation Program II-6. The City contracts a traffic engineering firm to inspect and maintain its traffic signal operations and coordination programs. Coordination programs have been incorporated on Pacific Park Drive, Aliso Creek Road, Alicia Parkway and La Paz Road. As required for Measure M2 eligibility, the City has implemented a Traffic Signal Synchronization Master Plan. The City also participates through OCTA in congestion management programs.

IV-9: Homeownership Assistance Program: “Establish a City-sponsored Homeownership Assistance Program. Explore the feasibility and appropriateness of various programs to provide homeownership opportunities to lower and moderate income households. Programs to be evaluated include Mortgage Credit Certificates (MCC), Mortgage Revenue Bonds, Lease-to-own programs, etc.”

2022 Status of Implementation: A City sponsored Homeownership Assistance Program has not been established yet. However, in conjunction with Shea Homes, the City established an affordable housing program that provides homeownership opportunities to lower income households. To date, all forty-three of the affordable units in the Glenwood development have been sold, and fifteen of the affordable units in the Vantis development have been sold. In 2022, staff continues to oversee the transfer of ownership for these affordable units to ensure that the individuals are meeting the requirements of the program. In addition, the County of Orange maintains a Mortgage Credit Certificates (MCC) program that includes qualified residents of Aliso Viejo.

IV-10: Conservation of Existing Affordable Units: “Monitor the status of multi-family housing projects with units affordable to households earning lower incomes. Pursue available options to preserve such affordable units.”

2022 Status of Implementation: Currently, Aliso Viejo has two multi-family housing projects with units affordable to households earning lower incomes. Neither one is at risk of converting to market-rate housing during this Housing Element period as the shortest deed restriction at these two locations is not due to expire until 2031. Should there be a change in the status of these housing projects, the City will monitor the deed restrictions or affordability covenants of affordable housing, notify residents of potential conversion to market-rate housing, and pursue options to preserve the affordable housing units.

Furthermore, all 43 low-income units within the Glenwood development and all 15 of the low-income units within the Vantis development have been constructed to date. As the units are constructed and sold to low-income buyers, the City will monitor deed restrictions on those units. There is a forty-five year affordability restriction on those units.

Vintage Aliso, a 202-unit senior low and very-low income development (includes two manager units) was constructed and opened in 2017, and staff will continue to monitor the affordability. Additionally, the 435-unit Vantis apartment complex was constructed and opened in 2017,

and staff will continue to monitor the affordability of the 20 low income rental units contained within the 435-unit development.

Liberty at Aliso, a 200-unit senior low and very-low income development (includes two manager units) was constructed and opened in 2019, and staff will continue to monitor the affordability.

IV-11: Alternative Transportation Strategies: “Promote and encourage the use of electric and natural-gas fueled vehicles. Support efforts to promote development and use of other alternative transportation technologies that contribute to improved air quality. Consider future adoption of an ordinance requiring provisions for alternative fueled vehicles (e.g. charging or fueling stations) at or near major employment locations, shopping centers, public facilities and mixed-use developments.”

2022 Status of Implementation: Ordinance 2012-046 was approved by City Council on November 7, 2012 which included a provision that parking spaces for electric vehicle charging shall be credited toward the off-street parking requirements. In 2021, the Building and Planning staff continued to process permit requests for residential and commercial electric charging stations. Ordinance 2022-233 was approved by City Council on December 14, 2022 which amended Specific Plan No. 2 to allow sale, lease, and service of new electric vehicles and charging or alternative energy stations with incidental service and repair.

IV-12: Green Building Education and Training: “Provide staff support and public education regarding the City’s proposed green building standards and methods of compliance.”

2022 Status of Implementation: As needed, the Building staff provides support and education regarding the California Green Building Code standards.

IV-13: Slope Monitoring and Remediation: “Continually monitor and encourage remediation of unstable slope areas, particularly in areas characterized by the presence of crib walls or where historical anecdotal evidence of instability exists.”

2022 Status of Implementation: City staff monitors slopes in the City and encourages remediation of unstable slope areas. Specifically, the City reviews for erosion and slope movement and discusses remedies with the property owners. The City contracts with a geotechnical firm for advanced investigations. The City has worked hand-in-hand with homeowner associations to repair five (5) landslides and is continually monitoring other areas of concern.

IV-14: New Fire Prevention Technology: “Support research and development of new technologies to prevent and suppress fires (e.g. foam treatments for new construction and other means). If appropriate, encourage OCFA to utilize such technologies to improve fire safety in Aliso Viejo.”

2022 Status of Implementation: Residential Fire Sprinklers: The City adopted the 2016 California Fire Code which includes a provision requiring installation of residential fire sprinklers within all new homes. In addition, the City adopted requirements for installation of sprinklers within existing homes undergoing significant reconstruction or expansion. This technology nearly eliminates fire deaths and injuries, and reduces property damage by 60%.

Fire Hazard Severity Zone Map: The California Department of Forestry and Fire Protection used sophisticated computer modeling techniques to develop new statewide FHSZ maps.

The Fire Hazard Severity Zone Maps that were adopted by Council July of 2012 will improve decision making and regulatory processes and enhance survivability of new development within areas subject to wildfires.

Wildland Fire Test: Understanding the exact mode of building failure is critical to implementing strategies to reduce future losses resulting from wildfire. OCFA staff is participating in an international effort to understand how building components are impacted by wildfire. Results will be used to modify national building standards.

IV-15: Fuel Modification Zone Map and Notification: “Working collaboratively with AVCA and the Orange County Fire Authority, carefully investigate the status of fuel modification plans applicable to properties within the City and issue an educational notice to residents and property owners of lots with established fuel modification zones. Encode parcels subject to fuel modification plans within the City’s Geographic Information System (GIS), and prepare a map and notices to property owners describing the types of vegetation permitted and restricted within the applicable modification zone. Amend the Safety Policy map (Figure S-1 in the Safety Element) in the future to incorporate this information.”

2022 Status of Implementation: Fuel modification is an engineered plan/program that protects neighborhoods and consists of a minimum of approximately 170 feet of irrigated and non-irrigated zones, setbacks, and a selection of appropriate plant palettes for each. OCFA staff completed a GIS mapping project which depicts parcels affected by fuel modification and is available to City staff and property management companies. OCFA staff also engaged AVCA, property management companies, and landscape maintenance companies to improve understanding and acceptance of ongoing maintenance responsibilities.

IV-16: Hazardous Waste Transport: “Evaluate risks to the City posed by the transport of hazardous, nuclear and radiological waste through the City. Explore the possibility and feasibility of restricting or prohibiting transport of certain types of waste through the City.”

2022 Status of Implementation: Risks have been evaluated at specific locations in the City, on a case by case basis as the need arises.

IV-17: Nuclear Power Risks Reduction: “Participate in programs and emergency response exercises with federal and State agencies and Southern California Edison to minimize community risks related to nuclear power plant production at the San Onofre Nuclear Generating Station (SONGS). Implement measures related to SONGS within the City’s Emergency Operations Plan (EOP) to ensure that residents are prepared for any problems associated with the facility.”

2022 Status of Implementation: While the City continues to be cognizant of disaster planning considerations, the San Onofre Nuclear Generation Station is not considered a danger to Aliso Viejo residents. The whole of Aliso Viejo is located outside of the five zones identified in the facility Emergency Planning Zone (EPZ) as areas potentially affected by an accident at the facility, which permanently ceased operating in June 2013. The City’s Emergency Management Program Coordinator continues to work closely with Southern California Edison to stay current on the plant’s decommissioning status and the status of the spent fuel rods that are housed on site.

IV-18: Neighborhood Watch and Community Policing: “Continue to coordinate and promote citywide Neighborhood Watch and Community Oriented Policing programs.”

2022 Status of Implementation: Police Services continues to work with existing Neighborhood Watch programs in the City. Extra care is given towards revisiting and reinforcing existing programs.

IV-19: Former MCAS El Toro Contour Redevelopment Opportunities: “Recognizing that Aliso Viejo was developed under land use, noise and safety restrictions associated with the former MCAS El Toro, monitor opportunities for redevelopment of formerly restricted areas within the City. Encourage redevelopment opportunities within these areas that improve the City’s fiscal stability, or accomplish other key General Plan objectives.”

2022 Status of Implementation: Since the adoption of the General Plan, the Planning department has monitored opportunities for redevelopment of formerly restricted areas within the City. The City employs an Economic Development consultant to devise methods to encourage development opportunities within these areas that improve the City’s fiscal stability. City is exploring allowing for a mix of uses in the Gateway portion of the Aliso Viejo Town Center, which includes uses that were previously precluded.

V-1: Development Community: “Work with the development community to achieve beneficial development within identified Community Benefit Overlay (CBO) areas. Coordinate with local developers to promote available development opportunities within the City, emphasizing available sites for clean light industrial development and projects that improve the City’s jobs-housing ratio.”

2022 Status of Implementation: The City is an active partner with the private development community in maintaining a jobs-housing ratio appropriate and beneficial to the City. Specific Plans and/or Professional Office (PO) zoning (The Summit) have been adopted for each CBO area, along with development agreements which provide extra City benefits and project amenities which would not normally be provided, in return for greater development flexibility. Effective development agreements for all Community Benefit Overlay areas in the City help to ensure a proper jobs-housing balance.

V-2: Utility Companies: “Support efforts by Southern California Edison, Cox Communications, California Gas Company, cellular telephone service providers and other local utilities to research and consider use of the latest technological and infrastructure advances. Ensure through such coordination that Aliso Viejo remains on the cutting edge of new infrastructure technology. Where feasible and appropriate, promote the City as a reliable test site for new technologies.”

2022 Status of Implementation: The City issues permits and performs inspections as necessary in regard to construction of communications facilities. The City has worked with all utility companies that have infrastructure located in the City, including those laying fiber optic cables. The City has been working with multiple wireless telecom companies to deploy the latest small cell technology which is expected to use 5G technology.

V-3: Regional Economic Development Agencies: “Work with South Orange County Regional Chambers of Commerce and the Orange County Business Council in developing and implementing business attraction and retention programs. Pursue available grant funds to develop these programs. Joint efforts should seek to accomplish the following objectives:

- Promote Aliso Viejo as a destination.
- Build the City’s reputation as an excellent site for national or international corporate headquarters.
- Attract clean industries that expand employment opportunities at all skill and wage levels.

- Attract recreation commercial and mixed-use projects desirable to both residents and visitors.
- Support physical improvements of building facades or structures.
- Provide businesses technical assistance and access to enhanced technological infrastructure.
- Assist businesses to understand City regulations and participate in City-sponsored programs, events, and activities.”

2022 Status of Implementation: The City actively works with regional and local business groups, such as the Orange County Business Council, the Orange County Building Industry Association, Aliso Viejo Chamber of Commerce, the Orange County Association of Realtors, and with the development community to facilitate business development and retention in Aliso Viejo. In 2018, Planning staff worked with “Summit South,” formerly “Q-Logic,” to rebrand the location as “Element.” In 2019, Planning Staff worked with the new owners, Glaukos, to obtain permits to modify the space to their needs. In 2022, Glaukos received a temporary Certificate of Occupancy.

In 2019, the Lowe's Home Improvement Store closed which created a large vacancy in The Commons portion of the Aliso Viejo Town Center. In 2022, City Council approved a Site Development Permit for façade modifications to the former Lowe's building and adjacent suites, a Development Agreement between the City and the property owners, and a Specific Plan Amendment to allow for the sales and service of non-internal combustion engine vehicles.

V-4: Local School Districts: “Coordinate with the Capistrano, Saddleback Valley, and Laguna Beach Unified School Districts to address the following issues, as applicable:

- Assist the school districts to update information in their Master Plans and Long-Range Facility Plans, identify future school and administrative facility sites, student generation formulas, and facility improvement plans.
- Assist the school districts in their review of development proposals to ensure that development proposals are consistent with school facilities requirements.
- Coordinate any needed amendments to the City General Plan with applicable school districts.
- Develop safe pedestrian and bicycle routes to all schools and ensure physical improvements (such as crosswalks and bike racks) are in place to support walking and bicycling to schools.
- Explore non-structural solutions that may encourage people to walk or bus to school, rather than drive (e.g. staggered start times, walking groups, etc.)
- Coordinate bussing programs and expand ride-sharing opportunities to relieve congestion and improve safety conditions during school drop-off and pick-up times
- Enter into joint-use agreement to make additional recreational facilities available to the community during non-school hours
- Work with the school districts to redraw attendance boundaries as needed to alleviate overcrowding.”

2022 Status of Implementation: The Planning staff assists as necessary the school districts to update information in their Master Plans and Long-Range Facility Plans, identify future school and administrative facility sites, student generation formulas, and facility improvement plans, and review of development proposals to ensure development proposals are consistent with school facilities requirements. To date, the City has not yet been requested to coordinate any

needed amendments to the General Plan with applicable school districts. The Public Works Department and Police Services coordinates with the school districts regarding developing safe pedestrian and bicycle routes.

Walk to School Day is a collaborative partnership with the Aliso Viejo public schools and Aliso Viejo Police Services to reinforce children's good pedestrian safety skills, to remind adults to drive safely in school zones, and to promote physical activity for children to stay strong and healthy. Walk to School Day also provides an opportunity for children and adults to observe and report any unsafe traffic, street or sidewalk conditions or situations to the City Engineer and the Chief of Police Services.

The City completed work through a partnership with the Aliso Viejo Community Association to provide improvements (lights, restrooms, shelters) to various parks owned and maintained by the Association.

In March 2015, the City Council established an Ad hoc committee with representatives of Capistrano Unified School District to discuss issues of mutual interest.

V-5: Soka University of America: "Coordinate with Soka University of America to facilitate completion of the university campus consistent with the approved University Master Plan. Continue to participate in other activities to promote a mutually-beneficial relationship between the University and the City. Work with the University to ensure public access to trailheads on University property."

2022 Status of Implementation: In 2017, the City worked with Soka University of America to complete the latest phase of the University Master Plan, which included a new science building and residential dormitories. In 2020, construction was completed for the latest phase, as well construction of the Soka Observatory.

V-6: Aliso Viejo Community Association (AVCA): "Continue to work with AVCA to achieve the following objectives:

- Ensure that parks and trails are maintained, and new facilities are constructed to meet the needs of new City residents.
- Identify demand and a site for a community center.
- Ensure provision of pedestrian and bicycle facilities to serve neighborhood areas.
- Ensure that landscaping, park maintenance and other services provided by AVCA employ water conservation measure, use recycled water if available from water suppliers, and prevent groundwater pollution from fertilizer application and other potential pollutants.
- Support AVCA efforts to acquire land to protect Aliso Creek and other surface water bodies from encroachment.
- Support implementation of AVCA's Parks and Recreation Master Plan.
- Encourage community-organized activities and events at AVCA parks and recreational facilities.
- Increase access to active recreational opportunities, particularly for children, teens and seniors.
- Identify and fill gaps in the recreational trail system.
- Identify alternative emergency water sources, such as private swimming pools, to assist in fire suppression activities.
- Carefully investigate the status of fuel modification plans applicable to properties within the City.

- Encourage development and operation of community and recreational facilities as a preventative strategy to reduce youth criminal activity.”

2022 Status of Implementation: The City completed work through a partnership with the Aliso Viejo Community Association and completed improvements (lights, restrooms, shade structures) to various parks owned and maintained by the Association. The City ensures park maintenance and other services provided by AVCA employ water conservation measures through use of Water Quality Management Requirements for homeowner associations and property management companies. The City collaborates closely with AVCA in providing community-building and recreational opportunities for Aliso Viejo residents. In March 2015, the City Council established an Ad hoc committee with representatives of AVCA to discuss issues of mutual interest.

V-7: Orange County Public Library (OCPL): “Work with the Orange County Library (OCPL) to ensure the California State Library recommended standard of 1.5 books and 0.5 square feet per capita is maintained and the City’s library services needs are met as future development occurs.”

2022 Status of Implementation: Although the Orange County Public Libraries system does not keep these types of statistics for each of its branches, information is available for the County-wide system. The most recent statistic available is for the 2016-2017 fiscal year where the Orange County Public Libraries had 1.53 book volumes per capita. Therefore, the book volume statistic is above the 1.5 recommended standard.

V-8: Transportation Corridor Agency (TCA): “Continue to work with the Transportation Corridor Authority (TCA) to reduce tolls for short distance trips along SR-73 to alleviate local traffic congestion, improve community safety, and reduce noise and air quality impacts within the City. Encourage TCA to schedule landscape maintenance and construction projects during non-peak hours to reduce traffic impacts on the Transportation Corridor and City Streets. Work with TCA to achieve attractive, well-maintained low-water landscaping within the Transportation Corridor that provides effective erosion control.”

2022 Status of Implementation: The City has encouraged TCA to plant drought-tolerant landscaping adjacent to Transportation Corridor entry and exit points within Aliso Viejo. Construction projects have been coordinated with the City to minimize local impacts. Tolls have been eliminated during special events that detour traffic to SR-73.

V-9: Adjacent Jurisdictions: “Continue to coordinate intersection maintenance and improvements with adjacent jurisdictions to ensure that intersections along Moulton Parkway, Alicia Parkway and El Toro Road operate at Level of Service D or better, or at service levels consistent with OCTA Congestion Management Plan (CMP) requirements. Collaborate with adjacent jurisdictions to investigate the feasibility of improving current pedestrian and bicycle crossings at these intersections, or providing overcrossings of these roadways to improve safety conditions. Continue to coordinate with neighboring jurisdictions to provide adequate levels of police services within the community.”

2022 Status of Implementation: The City continues to perform ongoing collaboration with adjacent cities, especially concerning roadways that join those communities with Aliso Viejo. Recent work on El Toro Road to improve the intersection at Aliso Creek Road has been a joint effort between the City and the City of Laguna Woods.

V-10: Orange County Transportation Authority (OCTA): “Work closely with the Orange County Transportation Authority (OCTA) to achieve the following:

- Maintain consistency with the County Master Plan of Arterial Highways (MPAH) within the City.
- Implement the OCTA Congestion Management Plan (CMP) within the City.
- Expand and improve bus service within the City.
- Encourage provision of attractive and appropriate transit amenities, including shaded bus stops.
- Provide special transit services (such as direct shuttle or dial-a-ride services).
- Support and implement the OCTA Commuter Bikeways Strategic Plan and participate in future updates and revisions to the Plan.

In addition, coordinate with Caltrans on all plans, activities, and projects which may affect State roadway facilities.”

2022 Status of Implementation: The Public Works/Engineering Department maintains consistency with the County Master Plan of Arterial Highways (MPAH) and implements the OCTA Congestion Management Plan (CMP) within the City via Measure M. The Department works with OCTA in support of the OCTA Commuter Bikeways Strategic Plan in the Aliso Viejo Streets and Trails Master Plan. Staff coordinates with Caltrans on all plans, activities, and projects which may affect State roadway facilities.

V-11: Orange County Housing Authority (OCHA): “Assist the Orange County Housing Authority (OCHA) in promoting the use of Section 8 Housing Choice Vouchers and Special Needs Group Rental Assistance Programs in Aliso Viejo. Specifically, make referrals to OCHA, advertise the programs on the City website and newsletters, and distribute information at the public counters and Family Resource Center.”

2022 Status of Implementation: The Orange County Housing Authority is not currently accepting applications for rental assistance through the Housing Choice Voucher program. Special Needs Group Rental Assistance is available, but only through referrals. The City makes available a copy of the 2022 County of Orange Affordable Rental Housing List to residents at the City’s public counter.

V-12: Local Water Districts: “Continue to work with the Moulton Niguel and El Toro Water Districts to implement their Urban Water Master Plans and ensure that adequate water supplies are available to meet the needs of current and future growth. Support efforts by these agencies to research and employ new technologies that improve water and sewer services and/or sustainability of water supplies serving Aliso Viejo.”

2022 Status of Implementation: The City works with the two water districts to ensure new projects can be served by water. The City also works with both districts to provide meetings, workshops and public outreach materials as part of a collaborative community effort to eliminate irrigation runoff.

V-13: Land Acquisition Organizations: “Support efforts by public and private organizations to acquire land for the following purposes:

- To protect Aliso Creek and other surface water bodies from encroachment;
- To establish ecological or biological resource conservation easements; and/or
- To be set aside as permanent open space.”

2022 Status of Implementation: The City supported establishment of a new wetland area as part of the Glenwood development built by Shea Homes. This wetland biologically treats urban runoff to reduce pollutants such as bacteria prior to being discharged into Aliso Creek. The City works with homeowners association and OC Vector Control to assure proper maintenance of the wetland. The City partnered with the adjacent cities of Laguna Woods, Laguna Hills, and Lake Forest to fund and construct a wetland to treat urban runoff from the Dairy Fork sub-watershed of Aliso Creek.

V-14: San Diego Regional Water Quality Control Board (SDRWQCB): “Comply with all provisions of the National Pollutant Discharge and Elimination System (NPDES) permit, and support regional efforts by SDRWQCB to improve and protect water quality.”

2022 Status of Implementation: See implementation programs I-8 and III-3.

V-15: Central and Coastal Orange County NCCP/HCP: “Support further implementation of the Central and Coastal Orange County Natural Communities Conservation Program/Habitat Conservation Program by the County of Orange. Participate in any future updates to these Plans.”

2022 Status of Implementation: Aliso Viejo is part of the South Orange County Watershed Management Area. The City entered into a cooperative agreement in 2010 for Regional Water Quality Projects. The City participates in the regional efforts for pollution prevention as part of Laguna Coastal Stream and Aliso Creek Watershed area. The City has also developed a Hot Spot Elimination Program for pollution prevention in response to the Aliso Creek Directive issued by the San Diego Regional Water Quality Control Board in 2003.

In compliance with the Bacteria Total Maximum Daily Loads (TMDLs) adopted in 2010 by the San Diego Regional Water Quality Control Board, the City is currently working with other South Orange County cities on the development of a comprehensive load reduction plan for pollutants in both dry weather urban runoff and stormwater. Compliance with the TMDLs must achieve April 4, 2021 for dry weather and by April 4, 2031 for wet weather load reductions.

Furthermore, staff implements AVMC Section 15.26.050(E)(1)(a), which reads “environmentally sensitive habitat areas and areas within the CZ designated as “NCCP (Natural Community Conservation Plan) Habitat Reserve” in the General Plan Conservation/Open Space Element shall be protected against any significant disruption of habitat values.”

V-16: Air Quality Management Plan: “Work with the South Coast Air Quality Management District (SCAQMD) and the Southern California Association of Governments (SCAG) to implement the Air Quality Management Plan and meet all federal and State air quality standards for pollutants. Participate in any future amendments and updates to the Plan. Implement and interpret the General Plan in a manner consistent with the Air Quality Management Plan.”

2022 Status of Implementation: The City participated in general Air Quality Management Plan (AQMP) discussions and has determined that it is consistent with the General Plan. Additional goals and policies will be considered during future updates in furtherance of the AQMP.

V-17: Aliso and Wood Canyons Wilderness Park: “Coordinate with the County of Orange to secure permanent access easements and establish additional trailheads to Aliso and Wood

Canyons Wilderness Park. Pursue completion of a trail within the Park that connects Aliso Viejo to the beach. Discourage illegal entry into the Park to minimize adverse effects to sensitive areas and vegetation.”

2022 Status of Implementation: Together with the County of Orange, the City discourages public access to the Wilderness Park through residential areas. The City continues working with OC Parks, AVCA and the homeowner associations to secure and maintain access to Wilderness Park and maintain a secure gate to prevent unauthorized access.

V-18: Orange County Hazardous Waste Reduction Program: “Encourage residents to participate in the County’s Hazardous Waste Reduction Program. Continue to identify locations where residents can dispose of household hazardous wastes at public counters and on the City’s website.”

2022 Status of Implementation: This program is managed by Orange County Waste & Recycling, which owns and operates two Household Hazardous Waste Disposal facilities nearby in Irvine and San Juan Capistrano. The City provides information and outreach materials to its residents and businesses regarding the program.

V-19: Orange County Fire Authority (OCFA): “Work closely with the Orange County Fire Authority (OCFA) to implement fire hazard education and fire prevention programs, including fuel modification programs and controlled burns. Coordinate with OCFA to ensure that water pressure for urban areas and sites to be developed is adequate for fire-fighting purposes. Coordinate with OCFA to implement the Hazardous Materials Area Plan within Aliso Viejo. Continue to support OCFA’s Swift Water Rescue Teams, which are equipped to respond to flooding crisis situations.”

2022 Status of Implementation: The City maintains a Hazard Mitigation Plan to identify natural and other hazards potentially impacting Aliso Viejo and to reduce the risks and losses of hazard events. It identifies mitigation activities, policies and programs, and mitigation strategies for the future.

V-20: Orange County Sheriff’s Department (OCSD): “Coordinate with the Orange County Sheriff’s Department (OCSD) to increase public awareness about criminal activity and crime prevention activities. Ensure that mutual aid agreements between the Sheriff’s Department and the police departments of surrounding jurisdictions are in place for emergency situations. Coordinate with the Orange County Sheriff’s Department and the California Highway Patrol to enforce the California Vehicle Code pertaining to noise standards for cars, trucks, and motorcycles.”

2022 Status of Implementation: Interagency coordination remains a high priority for the Public Safety Department. This includes collaborating on activities such as:

- Coordinating tours of the police station for Boy Scouts and other groups,
- Enforcing vehicle codes,
- Making public safety resources available to residents online, including access to information on crimes in Aliso Viejo,
- Being an active participant of the AlertOC program that communicates emergency information to local residents and businesses,
- Creating safety tips for disseminating to Neighborhood Watch groups in the City; and
- Attending community meeting at multi-family complexes.

V-21: Orange County Flood Control District (OCFCD): “Coordinate with the Orange County Flood Control District (OCFCD) to ensure regularly scheduled maintenance of flood control channels and completion of necessary repairs. Coordinate with the OCFCD and water districts regarding any needed improvements to existing above ground water tanks. Work with the District to identify new flood control improvements, and establish installation programs for improvements. In addition, coordinate with the County of Orange Subdivision and Grading Services concerning water quality issues.”

2021 Status of Implementation: The City of Aliso Viejo and the Orange County Flood Control District operate under the same State NPDES permit for discharges of runoff from the municipal separate storm sewer systems. In compliance with this permit, the OCFCD as principal permittee operates and maintains storm water programs that cover the south Orange County area including the floor control structures within the City.

V-22: Trucking Industry: “Work with trucking industry representatives to orient trucks to major roadways identified as truck routes to avoid traffic and noise impacts on local roadways. Designate new local truck routes when necessary. Require adequate truck access, parking, and loading within new commercial and industrial projects.”

2022 Status of Implementation: The City continues to consider truck traffic as a component of traffic management. An example of such efforts consisted of discussions between the City and the United States Postal Service regarding routes for postal service vehicles.

Progress of General Plan and Zoning Code Amendments and Major Developments

The following is a discussion of amendments to the General Plan and Zoning Code, and significant development projects in calendar year 2022:

General Plan: There were no amendments to the General Plan in 2022. However; on January 19, 2022 the City council adopted the 2021-2029 Housing Element. City and consultant staff continue to revise the adopted Housing Element to address HCD’s comments.

Zoning Code Updates: In 2022, two Zoning Code amendments were processed.

- 1) **Urban Lot Split:** In 2021, Senate Bill 9 (SB 9) was signed into law. SB 9 required cities to allow any single-family zoned lot to be split into two lots and allow up to two single-family dwellings on each newly created lot without any discretionary review. The SB 9 provisions went into effect on January 1, 2022. On May 4, 2022, the City Council adopt an Ordinance 2022-225 which amended the City’s zoning code to address development under SB 9. The ordinance imposed appropriate restrictions that are allowed by SB 9 so that SB 9 lot splits and two-unit projects are as compatible as possible with existing residential neighborhoods.
- 2) **Outdoor Dining:** Assembly Bill (“AB”) 61 was passed by the State of California in 2021 and added regulatory flexibility to restaurants to expand outdoor dining in response to the pandemic. Ordinance 2022-225 also included changes to the City’s regulations relating to outdoor dining. The ordinance allows any legally established restaurant to use up to 10 percent of its parking spaces for outdoor dining with the approval of a temporary use permit until January 1, 2024.

Development Projects: In 2022, there was significant activity on a project of City-wide importance in Aliso Viejo.

- 1) The Commons at Aliso Viejo Town Center: In 2019, the Lowe's Home Improvement Store closed its doors, in addition to 51 other stores in the United States and Canada. The property owners approached the City regarding potential redevelopment of the site to include a mix of uses, including retail, residential, office and hotel space. At the behest of the City, the property owner held a weeklong design charrette, in which the community and stakeholders were encouraged to participate. In 2022, City Council approved a Site Development Permit for the Commons at Aliso Viejo Town Center which included façade modifications to the former Lowe's building and adjacent suites, a Development Agreement between the City and the property owners, and a Specific Plan Amendment to allow for the sales and service of non-internal combustion engine vehicles. Facade upgrades to the shopping center are currently underway, and tenants will include a Tesla automotive dealership and a 99 Ranch Market.

General Plan Statement of Compliance

The General Plan and its implementation measures are in compliance with state law and guidelines concerning general plans, with the exception of the Housing Element, which is currently pending in compliance with State law as described below.

Housing Element Annual Progress Report

The GP APR includes the Housing Element (HE) APR, which is a status update on the Housing Element's progress and implementation in meeting its required share of regional housing needs and local efforts to remove government constraints on housing. The HE APR must:

1. Be prepared through the use of forms and definitions adopted by HCD;
2. Describe the City's actions towards completion of the programs and status of the City's compliance with the deadlines in its housing element; and
3. Be considered at an annual public meeting before the City Council where members of the public shall be allowed to provide oral testimony and written comments.

The City Council adopted the Sixth Cycle Housing Element on January 19, 2022. On April 1, 2022, HCD notified City Staff that the adopted Housing Element required revisions to address HCD's findings in order to comply with State Housing Element Law. In compliance with the California Government Code section 65400(a)(2)(B), the attached 2022 Housing Element Annual Progress Report (Appendix A) provides a status update as to the implementation and progress of the Sixth Cycle Housing Element.

Appendix A

Housing and Community Development Department Annual Housing Element Progress
Report Forms

Please Start Here

General Information	
Jurisdiction Name	Aliso Viejo
Reporting Calendar Year	2022
Contact Information	
First Name	So
Last Name	Kim
Title	Community Development Director
Email	skim@avcity.org
Phone	9494252527
Mailing Address	
Street Address	12 Journey, Suite 100
City	Aliso Viejo
Zipcode	92656

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

1_23_23

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

Submittal Instructions

Please save your file as Jurisdictionname2022 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2022

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

[illegible]

Jurisdiction	Aliso Viejo
Reporting Year	2022 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021- 10/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	390	-	-	-	-	-	-	-	-	-	-	-	390
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Low	Deed Restricted	214	-	-	-	-	-	-	-	-	-	-	-	214
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Moderate	Deed Restricted	205	-	-	-	-	-	-	-	-	-	-	-	205
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Above Moderate		386	-	-	-	-	-	-	-	-	-	-	-	386
Total RHNA		1,195												
Total Units			-	-	-	-	-	-	-	-	-	-	-	1,195
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5		2021	2022	2023	2024	2025	2026	2027	2028	2029	6	7
		Extremely low-income Need											Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		195	-	-	-	-	-	-	-	-	-	-	-	195

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

[illegible]

Jurisdiction	Aliso Viejo	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the ckcklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Aliso Viejo	NOTE: This table must only be filled out if the housing element lists inventory contained a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year. ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation	Note: "*" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2022 (Jan. 1 - Dec. 31)		
Planning Period	8th Cycle 10/15/2021 - 10/15/2029		

[illegible]

Jurisdiction	Aliso Viejo	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	0	0	0
2 to 4	0	0	0
5+	0	0	0
ADU	0	0	0
MH	0	0	0
Total	0	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

[illegible]

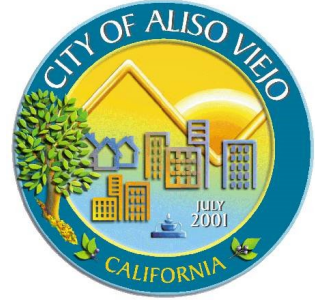
Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

City of Aliso Viejo

AGENDA ITEM



DATE: March 15, 2023

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney

SUBJECT: RESOLUTION OF INTENTION REGARDING TRANSITION TO DISTRICT-BASED ELECTIONS

Recommended Action:

Adopt a Resolution entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO BY-DISTRICT ELECTIONS AND FINDING THIS TRANSITION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15061(b)(3), 15320, AND 15378(b)(5).

Fiscal Impact:

If the Council adopts the attached Resolution of Intention, an expert demographer will be needed to prepare the maps. That cost will be approximately \$31,217. In addition, if the City transitions to by-district elections voluntarily and within the law's "safe harbor" provision, the City will be responsible for the claimant's attorney's fees and costs not to exceed \$37,582.

If the City decides not to move forward with the transition to by-district elections and a CVRA lawsuit is filed against the City, the financial impact could be exponentially greater.

Background:

The City of Aliso Viejo currently elects its five-member City Council through an "at-large" election system in which each Councilmember may reside anywhere in the City, and each member is elected by voters Citywide to provide Citywide representation. This is in contrast to a "by-district" election system where the City is divided into geographical districts, each Council candidate must reside in the district they will represent, and only voters within a given district vote for that district's Councilmember.

On January 31, 2023, the City received a letter from Kevin Shenkman of Shenkman & Hughes on behalf of the Southwest Voter Registration Education Project and its Aliso Viejo members. The letter claims the City's at-large voting system dilutes the ability of

Latino voters to elect candidates of their choice or to otherwise influence the outcome of City elections. As a result, Mr. Shenkman claims, the City's at-large elections violate the California Voting Rights Act ("CVRA"). This letter is sent as a prerequisite to any lawsuit claiming CVRA violations.

This report provides background on the CVRA and the City's options to respond to the demand letter.

Discussion:

The CVRA

The CVRA (California Elections Code sections 14025 – 14032) became law in 2003. Like the federal Voting Rights Act of 1965, the CVRA's stated purpose is to prevent the disenfranchisement of protected classes. A protected class is a class of voters who are members of a race, color, or language minority group (collectively referred to herein as "minority voters."). With the passage of the CVRA, it became easier for citizens to sue cities and other agencies with governing boards elected "at-large" elections with a showing that minority voters are being diluted by the (presumably White) majority of voters.

Presumptions in the CVRA weigh heavily on the side of plaintiffs. To prove a violation, plaintiffs must demonstrate "racially polarized voting" and "vote dilution." Racially polarized voting occurs when there is a difference between voting choices in a protected class and voting choices in the rest of the electorate. "Vote dilution" occurs when the votes of the protected class members are outweighed or "diluted" by the votes of the (presumably White) majority of the electorate. This difference can be demonstrated merely by a review of voting patterns showing that the protected class votes differently from the majority and is unable to elect the candidates of their choice or to influence elections for any candidate or ballot measure.

The CVRA does not mandate the abolition of at-large election systems, but makes the use of at-large election systems more susceptible to legal challenge. The most common legal remedy for an alleged CVRA violation is a writ of mandate requiring the conversion from at-large to by-district elections.

Unlike the federal Voting Rights Act, the CVRA does not require the plaintiff to establish discriminatory intent, historical discrimination, or that minority voters live in a geographically compact area of the City. This was written into the law to make the burden of proving a violation easier for plaintiffs. Further, the CVRA allows successful plaintiffs to recover reasonable attorney's fees and litigation costs (which include expert witness fees).

In light of the CVRA's low burden of proof, many public agencies throughout California have faced challenges to their at-large election systems, each beginning with demand letters similar to the one the City received. We know of no public agency that has

successfully defended a CVRA lawsuit. The lawsuits are very labor-intensive, so judgements and settlements in excess of \$100,000 are common. The largest settlement so far has been the City of Palmdale, which settled its ongoing litigation for \$4.7 million. The City of Modesto settled for \$3 million, and the cities of Highland, Anaheim, and Whittier all settled for approximately \$1 million. The City of Santa Monica is currently defending a similar lawsuit now before the California Supreme Court, with stakes for attorney's fees reportedly now exceeding \$30 million. Mr. Shenkman represents the Plaintiffs in that case.

Because of the low burden of proof for plaintiffs, the low probability of litigation success, and the potential for being required to pay plaintiffs' attorneys fees, a large majority of agencies have voluntarily changed from at-large elections to district-based elections rather than engage in potentially expensive and futile litigation.

The California Legislature included a "safe harbor" from expensive lawsuits and settlements in Elections Code Section 10010 which provides a procedure to transition to district-based elections and a cap of fees where that procedure is invoked. Where these procedures are followed, prospective plaintiffs are barred from filing a CVRA lawsuit and their attorney's fees and costs are capped at \$37,582.

Procedure to Transition to By-District Elections

Deciding to go to by-district elections through the "safe harbor" provision triggers a very short and aggressive timeline. The timeline to transition is as follows:

(1) Receive a Demand Letter and Response Period.

Once the prospective plaintiffs have sent a demand letter, as Mr. Shenkman has done here, the prospective plaintiffs cannot sue the City for at least 45 days from the City's receipt of the written notice. And, as noted below, if the City adopts the Resolution of Intention this evening, the prospective plaintiffs cannot sue for at least another 90 days, giving the City time to transition to by-district elections.

It is noted that the 45th day from January 31, 2022 (the date Mr. Shenkman's letter was received) is Friday, March 17, 2023.

(2) Resolution of Intention.

Once a city council adopts a resolution outlining its intention to transition from an at-large to a district-based election, discussing the steps it will undertake to facilitate the transition, and providing an estimated time frame, the prospective plaintiff is barred from suing for at least 90 days from the date of the resolution's adoption. This deadline has been extended in this matter by stipulation to June 30, 2023.

(3) Public Hearings Prior to Drawing of District Map.

Before adopting district-based elections, the City must first prepare a draft map or maps. However, before drawing a map, the City must hold at least two public hearings over a period of no more than 30 days. The public must be invited to provide input regarding the districts' boundaries and composition.

(4) District Map Drawing.

An expert is then required to prepare a proposed map or maps. Each district must be nearly equal in total population, using the data from the most recent census. The districts must be prepared in compliance with specific State and federal requirements, including consideration of contiguity, compactness, communities of interest and natural geographic boundaries.

The drawing of districts must be done carefully to ensure that minority votes are not diluted. Dilution may occur through "cracking," which occurs when the minority community is fragmented across several districts to prevent the minority community from gaining a majority. Dilution may also occur through "packing," which occurs when a minority community is concentrated into one or two districts where their votes would cause preferred candidates to win by an overwhelming majority.

(5) Timing and Sequence of Elections.

The Council would also need to establish the timing and sequence of district elections. The change to district boundaries will not affect the current at-large terms of any incumbents. Following the first election with the new district map, the Council would be comprised of approximately half of its members elected by-district and approximately half of its members elected at-large.

(6) Public Hearings for Map Consideration.

After the draft maps have been prepared, the City must publish and make them available to the public. The City must also show the staggered terms of office and the potential sequence of the elections. The Council must then hold at least two additional public hearings over a period of no more than 45 days during which the public will be invited to provide input regarding the draft maps and sequence of elections. The first draft map must be published at least seven days before it is considered at a public hearing. If the map is revised at or during a hearing, it must be published again and made available to the public for at least seven days before being adopted.

(7) Map Adoption.

The Council, after selecting a map and choosing the timing and sequence of the election, would then adopt an enactment providing for district elections, approve the map, and begin implementing district elections.

(8) Attorney's Fees.

Should the Council ultimately adopt an enactment establishing district-based elections by June 30, 2023, the claimant will be barred from filing a CVRA lawsuit against the City. He may, within 30 days of the final adoption, demand reimbursement for the cost of the work product generated to support the notice. His demand must be made in writing and must be substantiated with financial documentation. The City must reimburse claimant within 45 days of the written demand. The amount may not exceed approximately \$37,582.

Action Options

(1) Proposed Resolution of Intention

If the Council opts to act within the "safe harbor" provisions described above, it should adopt the attached resolution of intention at this meeting. This commences the transition process, stays any potential CVRA lawsuit, and gives the Council time to complete the process.

(2) Alternative

Alternatively, the Council could choose to reject this CVRA demand and defend a CVRA lawsuit if one is filed. The City would bear its own defense costs and face exposure to the plaintiff's fees, which would likely be significant.

City Attorney:

This report was drafted and submit by the City Attorney.

Attachments:

1. Resolution of Intention
2. Shenkman and Hughes letter received January 31, 2023
3. Transition schedule

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO BY-DISTRICT ELECTIONS AND FINDING THIS TRANSITION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15061(b)(3), 15320, AND 15378(b)(5)

WHEREAS, the City Council of the City of Aliso Viejo is an elected legislative and deliberative public body serving the citizens of the City of Aliso Viejo, a California general law city; and

WHEREAS, the Mayor and members of the City Council are elected in November of even-numbered years (November, 2024, 2026, 2028 etc.); and

WHEREAS, the City presently has an at-large election system (where the entire City votes for each member of the City Council) rather than a by-district election system (where the jurisdiction is divided into districts, each Council candidate must reside in the district he or she will represent, and only voters within a given district vote for that district's Councilmember); and

WHEREAS, California Elections Code Sections 10010 and 10650 permit a city council to adopt a resolution to change its method of elections from an "at-large" system to a "district-based" system in which each member of the city council is elected only by the voters in the voting district in which the candidate resides; and

WHEREAS, California Elections Code Section 10010 provides the process for initiating a transition to district-based elections; and

WHEREAS, the California Voting Rights Act ("CVRA") favors district-based elections over at-large; and

WHEREAS, the City received a letter on or about January 31, 2023 from Attorney Kevin Shenkman on behalf of the Southwest Voter Registration Education Project and its Aliso Viejo members ("Prospective Plaintiff"), asserting that Aliso Viejo's present at-large election system violates the CVRA; and

WHEREAS, the CVRA (1) provides that violations of the CVRA may be established by a showing that racially polarized voting occurs in at-large elections and (2) presumes that such showing establishes an impairment of a protected class's ability to elect candidates of its choice or to influence the outcome of elections; and

WHEREAS, under the CVRA, "racially polarized voting" means voting in which the voting patterns of voters in a protected class differ from the patterns of other voters; and

WHEREAS, the City Council desires to take all steps necessary to address any racially polarized voting in the City and to otherwise further the purposes of the CVRA; and

WHEREAS, Prospective Plaintiff may commence litigation to compel district-based elections unless the City Council adopts a resolution of intention to transition to district-based elections on a timely basis, and the Council desires to avoid the significant costs of that litigation on its citizenry; and

WHEREAS, Prospective Plaintiff's demand for attorney's fees for bringing this demand are restricted under Elections Code Subsection 10010(f) if the City converts to at-large elections; and

WHEREAS, the adoption of a district-based system will not affect the terms of any sitting Councilmember; and

WHEREAS, the City Council has determined that public policy favors instituting district-based elections, and the public interest would therefore be served by the Council's adoption of this Resolution of Intention and initiating the process of transitioning to district-based elections; and

WHEREAS, the City Council desires to declare its intention to act pursuant to Government Code section 34886 and Elections Code section 10010 to transition from at-large to district-based elections for the next general municipal election, to establish specific steps it will undertake to facilitate this transition, and to establish an estimated time frame for doing so.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO DOES RESOLVE AS FOLLOWS:

Section 1. Incorporation of Recitals. The City Council finds that all of the foregoing recitals are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

Section 2. CEQA. Based upon the whole of the administrative record before it, the City Council hereby finds that a transition from at-large to district-based elections is exempt from environmental review under the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) pursuant to State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) sections 15061(b)(3), 15320, and 15378(b)(3). Adoption of this Resolution is an organizational and administrative activity of the City, does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment, and is therefore not a project for purposes of CEQA. (State CEQA Guidelines, §§ 15061(b)(3); 15378(b)(5).) In the event adoption of this Resolution does constitute a project, it is categorically exempt under the Class 20 (Changes in the Organization of Local Governments) categorical exemption. (State CEQA Guidelines, § 15320.) Further, none of the exceptions to the exemptions found in State CEQA Guidelines section 15300.2 apply. Staff is hereby directed to prepare,

execute and file with the Orange County Clerk a CEQA Notice of Exemption within five (5) working days of the adoption of this Resolution.

Section 3. Intention to Transition to District-Based Election System. Prior to the November 2024 General Municipal Election, the City Council intends to adopt an enactment, pursuant to Government Code section 34886 to transition the election of its City Councilmembers from an at-large electoral system to a district-based system.

Section 4. Instructions Related to Transition. Following the effective date of this Resolution, taking into consideration the time required for public outreach and input, and the timeframes established by the California Elections Code, the following actions shall be taken by the City and the City Council in accordance with Elections Code section 10010(a):

(i) Conduct public outreach, including to non-English-speaking communities, to explain the districting process and to encourage public participation;

(ii) Before drawing a draft map or maps of the proposed district boundaries, hold at least two public hearings at which the public is invited to provide input regarding the composition of the districts and to consider district boundaries as provided in Elections Code Section 10010;

(iii) After drawing a draft map or maps, publish the draft map(s) and the potential sequence of the district elections, and hold at least two public hearings at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections; and

(iv) Hold a public hearing at which the City Council will consider and adopt an enactment establishing district elections, including the adoption of a district boundary map and the sequence of the district elections.

Section 5. Severability. If any provision or clause of this Resolution is held invalid, unconstitutional, or otherwise repealed by act of law, such invalidity shall not affect any other provisions or clauses of the same which can be given effect without the invalid provision, clause, or application. To this end, the provisions and clauses of this Resolution hereto are declared to be severable.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Section 7. Certification. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 15th day of March, 2023.

Richard Hurt
Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith, City Attorney

Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that 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 __ day of _____, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

SHENKMAN & HUGHES, PC

Attorneys

Malibu, California

28905 Wight Road
Malibu, California 90265
(310) 457-0970

kishenkman@shenkmanhughes.com

RECEIVED

JAN 31 2023

VIA CERTIFIED MAIL

CITY OF ALISO VIEJO

January 25, 2023

Mitzi Ortiz, City Clerk
City of Aliso Viejo
12 Journey
Suite 100
Aliso Viejo, CA 92656

Re: Violation of California Voting Rights Act

I write on behalf of Southwest Voter Registration Education Project and its members residing within the City of Aliso Viejo ("Aliso Viejo" or "City"). Aliso Viejo relies upon an at-large election system for electing candidates to its governing board. Moreover, voting within the City is racially polarized, resulting in minority vote dilution, and, therefore, the City's at-large elections violate the California Voting Rights Act of 2001 ("CVRA").

The CVRA disfavors the use of so-called "at-large" voting – an election method that permits voters of an entire jurisdiction to elect candidates to each open seat. *See generally Sanchez v. City of Modesto* (2006) 145 Cal.App.4th 660, 667 ("*Sanchez*"). For example, if the U.S. Congress were elected through a nationwide at-large election, rather than through typical single-member districts, each voter could cast up to 435 votes and vote for any candidate in the country, not just the bare candidates in the voter's district, and the 435 candidates receiving the most nationwide votes would be elected. At-large elections thus allow a majority of voters to control *every* seat, not just the seats in a particular district or a proportional majority of seats.

Voting rights advocates have targeted "at-large" election schemes for decades, because they often result in "vote dilution," or the impairment of minority groups' ability to elect their preferred candidates or influence the outcome of elections, which occurs when the electorate votes in a racially polarized manner. *See Thornburg v. Gingles*, 478 U.S. 30, 46 (1986) ("*Gingles*"). The U.S. Supreme Court "has long recognized that multi-member districts and at-large voting schemes may operate to minimize or cancel out the voting strength" of minorities. *Id.* at 47; *see also id.* at 48, fn. 14 (at-large elections may also cause elected officials to "ignore [minority] interests without fear of political consequences"), citing

Rogers v. Lodge, 458 U.S. 613, 623 (1982); *White v. Register*, 412 U.S. 755, 769 (1973). “[T]he majority, by virtue of its numerical superiority, will regularly defeat the choices of minority voters.” *Gingles*, at 47. When racially polarized voting occurs, dividing the political unit into single-member districts, or some other appropriate remedy, may facilitate a minority group's ability to elect its preferred representatives. *Rogers*, at 616.

Section 2 of the federal Voting Rights Act (“FVRA”), 42 U.S.C. § 1973, which Congress enacted in 1965 and amended in 1982, targets, among other things, at-large election schemes. *Gingles* at 37; see also Boyd & Markman, *The 1982 Amendments to the Voting Rights Act: A Legislative History* (1983) 40 Wash. & Lee L. Rev. 1347, 1402. Although enforcement of the FVRA was successful in many states, California was an exception. By enacting the CVRA, “[t]he Legislature intended to expand protections against vote dilution over those provided by the federal Voting Rights Act of 1965.” *Jauregui v. City of Palmdale* (2014) 226 Cal. App. 4th 781, 808. Thus, while the CVRA is similar to the FVRA in several respects, it is also different in several key respects, as the Legislature sought to remedy what it considered “restrictive interpretations given to the federal act.” Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001-2002 Reg. Sess.) as amended Apr. 9, 2002, p. 2.

The California Legislature dispensed with the requirement in *Gingles* that a minority group demonstrate that it is sufficiently large and geographically compact to constitute a “majority-minority district.” *Sanchez*, at 669. Rather, the CVRA requires only that a plaintiff show the existence of racially polarized voting to establish that an at-large method of election violates the CVRA, not the desirability of any particular remedy. See Cal. Elec. Code § 14028 (“A violation of Section 14027 *is established* if it is shown that racially polarized voting occurs ...”) (emphasis added); also see Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001–2002 Reg. Sess.) as amended Apr. 9, 2002, p. 3 (“Thus, this bill puts the voting rights horse (the discrimination issue) back where it sensibly belongs in front of the cart (what type of remedy is appropriate once racially polarized voting has been shown).”)

To establish a violation of the CVRA, a plaintiff must generally show that “racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision.” Elec. Code § 14028(a). The CVRA specifies the elections that are most probative: “elections in which at least one candidate is a member of a protected class or elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class.” Elec. Code § 14028(a). The CVRA also makes clear that “[e]lections conducted prior to the filing of an action ... are more probative to establish the existence of racially polarized voting than elections conducted after the filing of the action.” *Id.*

Factors other than “racially polarized voting” that are required to make out a claim under the FVRA – under the “totality of the circumstances” test – “are probative, but not necessary factors to establish a violation of” the CVRA. Elec. Code § 14028(e). These “other factors” include “the history of discrimination, the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections, denial of access to those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, and the use of overt or subtle racial appeals in political campaigns.” *Id.*

As of the most recent data released by the United States Census Department, Latinos comprise 20% of the City’s population of 51,824. Yet, at least in recent years, the City’s governing board has been generally devoid of Latinos. The current and historical underrepresentation of Latinos on the City’s governing board is revealing.

The City’s at-large system dilutes the ability of Latinos (a “protected class”) – to elect candidates of their choice or otherwise influence the outcome of the City’s elections. The City’s election history is illustrative. It appears that in the past 12 years, the City’s elections have been nearly devoid of Latino candidates, and while opponents of voting rights may claim that indicates an apathy among the Latino community, the courts have held that is an indicator of vote dilution. (See *Westwego Citizens for Better Government v. City of Westwego*, 872 F.2d 1201, 1208-1209, n. 9 (5th Cir. 1989).)

Despite the paucity of Latino candidates, recent elections are nonetheless additionally illustrative. In Aliso Viejo’s most recent 2022 election, Arthur Osorio received significant support from Latino voters, but he lost his bid for a seat on the Council. The same is true of Mary Rios in 2016, and Donald Garcia in 2012. These elections each evidence vote dilution which is directly attributable to the City’s unlawful at-large election system.

As you may be aware, in 2012, we sued the City of Palmdale for violating the CVRA. After an eight-day trial, we prevailed. After spending millions of dollars, a district-based remedy was ultimately imposed upon the Palmdale city council, with districts that combine all incumbents into one of the four districts.

Given the racially polarized elections for the Aliso Viejo city council and exogenous elections, we urge the City to voluntarily change its at-large system of electing its City Council. Otherwise, on behalf of residents within the jurisdiction, we will be forced to seek judicial relief. Please advise us no later than March 16, 2023 as to whether you would like to discuss a voluntary change to your current at-large system.

We look forward to your response.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'KS' or similar initials, written in a cursive style.

Kevin I. Shenkman

Memorandum

To: Honorable Mayor and City Council
From: Scott C. Smith
Date: March 1, 2023
Re: Draft Districting Timeline

- January 31, 2023 - letter received prompting 45-day deadline (March 17, 2023)
- Wednesday, March 15, 2023 - Council adopt resolution to proceed with process to change to by-district elections
 - June 13, 2023 - 90-day deadline if resolution is adopted on March 15, 2023; extension granted to June 30, 2023
- Wednesday, April 5, 2023 - Public Hearing, Center for Demographic Research (CDR) to present Existing Conditions report and public participation kit; announce districting website; open map submission period; and solicit comments [Public Hearing #1 before maps are drawn]
- Wednesday, April 19, 2023 - Public Hearing to solicit comments on districting process [Public Hearing #2 before maps are drawn]
- Thursday, April 20, 2023 5:00 PM - Close of public map submission period
- Wednesday, April 26, 2023 - Post submitted maps 7 days prior to meeting
- Wednesday, May 3, 2023 - Public Hearing, CDR Presentation of submitted maps, possible revision directions (first Public Hearing with maps);
- Wednesday, May 10, 2023 - Post any revised maps 7 days prior to meeting
- Wednesday, May 17, 2023 - Public Hearing for consideration of maps, possible revision directions (second Public Hearing with maps; first possible meeting to adopt map)
- Wednesday, May 31, 2023 - Post any revised maps 7 days prior to meeting
- Wednesday, June 7, 2023 - Public Hearing for consideration of maps and revised maps with map selection and enactment to implement district boundaries (third Public Hearing with maps)
- Wednesday, June 21, 2023 - If needed, final meeting to select map and/or adopt enactment to implement district boundaries.